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12 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

14 UNITED STATES DISTRICT COURT

15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,

17 Plaintiff,

18 v.

19 LEROY BACA,

20 Defendant.

No.

**CRT 6-0066**

PLEA AGREEMENT FOR DEFENDANT  
LEROY BACA

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

26 2. Defendant understands that this agreement is entered into  
 27 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).  
 28

*LB / ME*

1 Accordingly, defendant understands that, if the Court determines that  
2 it will not accept this agreement, absent a breach of this agreement  
3 by defendant prior to that determination and whether or not defendant  
4 elects to withdraw any guilty plea entered pursuant to this  
5 agreement, this agreement will, with the exception of paragraph 19  
6 below, be rendered null and void and both defendant and the USAO will  
7 be relieved of their obligations under this agreement. Defendant  
8 agrees, however, that if defendant breaches this agreement prior to  
9 the Court's determination whether or not to accept this agreement,  
10 the breach provisions of this agreement, paragraphs 22 and 23 below,  
11 will control, with the result that defendant will not be able to  
12 withdraw any guilty plea entered pursuant to this agreement, the USAO  
13 will be relieved of all of its obligations under this agreement, and  
14 the Court's failure to follow any recommendation or request regarding  
15 sentence set forth in this agreement will not provide a basis for  
16 defendant to withdraw defendant's guilty plea.

17 DEFENDANT'S OBLIGATIONS

18 3. Defendant agrees to:

19 a. Give up the right to indictment by a grand jury and,  
20 at the earliest opportunity requested by the USAO and provided by the  
21 Court, appear and plead guilty to an information in the form attached  
22 to this agreement as Exhibit A or a substantially similar form, which  
23 charges defendant with willfully making false statements in violation  
24 of 18 U.S.C. § 1001(a)(2).

25 b. Not contest facts agreed to in this agreement.

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

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UB.MZ

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

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

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

10 g. Pay the applicable special assessment at or before the  
11 time of sentencing unless defendant lacks the ability to pay and  
12 prior to sentencing submits a completed financial statement on a form  
13 to be provided by the USAO.

14 THE USAO'S OBLIGATIONS

15 4. The USAO agrees to:

16 a. Not contest facts agreed to in this agreement.

17 b. Abide by all agreements regarding sentencing contained  
18 in this agreement and affirmatively recommend to the court that it  
19 impose sentence in accordance with paragraph 14 of this agreement.

20 c. Except for criminal tax violations (including  
21 conspiracy to commit such violations chargeable under 18 U.S.C.  
22 § 371), not to further criminally prosecute defendant for violations  
23 arising out defendant's conduct described in the agreed-to factual  
24 basis set forth in paragraphs 9 and 10 below, including but not  
25 limited to obstruction of justice under 18 U.S.C. § 1503. Defendant  
26 understands that the USAO is free to criminally prosecute defendant  
27 for any other unlawful past conduct or any unlawful conduct that  
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1 occurs after the date of this agreement. Defendant agrees that at  
2 the time of sentencing the Court may consider the uncharged conduct  
3 in determining the applicable Sentencing Guidelines range, the  
4 propriety and extent of any departure from that range, and the  
5 sentence to be imposed after consideration of the Sentencing  
6 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

7 THE OFFENSE

8 5. Defendant understands that for defendant to be guilty of  
9 the crime charged in the Information, that is, willfully making a  
10 false statement, in violation of Title 18, United States Code,  
11 Section 1001(a)(2), the following must be true:

12 a. Defendant made a false statement in a matter within  
13 the jurisdiction of the USAO and Federal Bureau of Investigation  
14 ("FBI");

15 b. The statement was material to the activities or  
16 decisions of the USAO and FBI; that is, it had a natural tendency to  
17 influence, or was capable of influencing, the USAO's and FBI's  
18 decisions or activities; and

19 c. Defendant acted willfully; that is, deliberately and  
20 with knowledge both that the statement was untrue and that his  
21 conduct was unlawful.

22 PENALTIES AND RESTITUTION

23 6. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for a violation of Title 18, United States  
25 Code, Section 1001(a)(2), is: five years' of imprisonment; a three-  
26 year period of supervised release; a fine of \$250,000; and a  
27 mandatory special assessment of \$100.

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*[Handwritten signature]* MZ



1 guilty to the charge described in this agreement and to establish the  
2 Sentencing Guidelines factors set forth in paragraph 12 below but is  
3 not meant to be a complete recitation of all facts relevant to the  
4 underlying criminal conduct or all facts known to either party that  
5 relate to that conduct:

6 a. On April 12, 2013, in Los Angeles County, within the  
7 Central District of California, in a matter within the jurisdiction  
8 of the executive branch of the government of the United States,  
9 namely, the Federal Bureau of Investigation and the United States  
10 Attorney's Office for the Central District of California, defendant  
11 LEROY BACA, knowingly and willfully made a materially false and  
12 fictitious statement and representation. Specifically, defendant  
13 BACA, who was Sheriff of Los Angeles County at all relevant times,  
14 falsely stated that he was not aware that LASD officials were going  
15 to approach FBI Special Agent LM until he received a phone call from  
16 the Assistant Director in Charge of the FBI in Los Angeles after LASD  
17 officials had threatened her arrest on September 26, 2011. In fact,  
18 as defendant BACA knew at the time he made the statement, he had been  
19 aware that LASD officials were going to approach FBI Special Agent LM  
20 before they did so.

21 10. Defendant will not contest at any change of plea hearing,  
22 sentencing hearing, or future proceeding:

23 a. Defendant was the Sheriff of Los Angeles County from  
24 approximately December 1998 to January 2014. The Los Angeles County  
25 Sheriff's Department ("LASD") was responsible for, among other  
26 things, managing the Los Angeles County Jails, including the Los

1 Angeles County Men's Central Jail ("MCJ") and the Los Angeles County  
2 Twin Towers Correctional Facility ("TTCF").

3           b. On August 18, 2011, defendant learned from the FBI  
4 Assistant Director in Charge ("ADIC") that the FBI had conducted an  
5 undercover operation that resulted in Inmate AB receiving a cellular  
6 phone from a deputy sheriff at MCJ. Defendant later learned that the  
7 FBI, the USAO, and a federal grand jury were conducting a civil  
8 rights and public corruption investigation involving LASD deputies  
9 working at MCJ and TTCF.

10           c. On August 19 and August 20, 2011, defendant met with  
11 several LASD officials, including Undersheriff Paul Tanaka, Captain  
12 William "Tom" Carey, Lieutenant Greg Thompson, and Deputies Gerard  
13 Smith and Mickey Manzo about the situation. Defendant ordered Inmate  
14 AB to be isolated and for LASD officials to investigate how the phone  
15 ended up in an inmate's hands. Defendant then put Undersheriff  
16 Tanaka in charge of how these items would be carried out.

17           d. On August 23, 2011, defendant was informed by  
18 Lieutenant Thompson that the FBI had interviewed Inmate AB at MCJ,  
19 and that the LASD had terminated the interview. Thompson apologized  
20 to defendant for allowing the FBI to interview Inmate AB and stated  
21 that he would take measures to ensure that it would not happen again.

22           e. On August 29, 2011, defendant, Undersheriff Tanaka,  
23 Captain Carey, and others met with the United States Attorney and  
24 other members of the USAO. Defendant stated that he wanted the USAO  
25 to work with LASD, instead of the FBI, to investigate the allegations  
26 of civil rights and corruption violations by deputies working in the  
27 jails.

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1 f. On or about September 25, 2011, defendant had a  
2 meeting with Undersheriff Tanaka, Captain Carey, and Lieutenant Steve  
3 Leavins. During this meeting, they discussed approaching FBI Special  
4 Agent LM, who was one of the case agents involved in the federal  
5 civil rights and public corruption investigation of deputies working  
6 in the MCJ and TT. Defendant stated during the meeting that LASD's  
7 Internal Criminal Investigations Bureau should approach Special Agent  
8 LM. Defendant further stated that the LASD should do everything but  
9 put handcuffs on Special Agent LM.

10 g. On September 26, 2011, two sergeants with the LASD's  
11 Internal Criminal Investigations Bureau approached Special Agent LM  
12 outside of her home and threatened her arrest.

13 h. On or about April 12, 2013, defendant was interviewed  
14 in Los Angeles by members of the USAO and FBI about his involvement  
15 in the above-described matters. During the interview, defendant  
16 stated: (1) he was not involved in any conversation about keeping the  
17 FBI and Inmate AB away from each other; (2) defendant was unaware and  
18 was not informed that the LASD had terminated an FBI interview of  
19 Inmate AB at MCJ on August 23, 2011; and (3) he was not aware that  
20 LASD officials were going to approach FBI Special Agent LM until he  
21 received a phone call from the Assistant Director in Charge of the  
22 FBI in Los Angeles after LASD officials had threatened her arrest on  
23 September 26, 2011.

24 SENTENCING FACTORS

25 11. Defendant understands that in determining defendant's  
26 sentence the Court is required to calculate the applicable Sentencing  
27 Guidelines range and to consider that range, possible departures

*B. M. Z.*



1 under the Sentencing Guidelines, and the other sentencing factors set  
2 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
3 Sentencing Guidelines are advisory only.

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

6 Base Offense Level: 6 U.S.S.G. § 2B1.1(a)(2)

7 Acceptance of Responsibility: -2 U.S.S.G. § 3E1.1

8 Total Offense Level: 4

9 Criminal History Category: I

10 Guidelines Range: 0-6 (pursuant to Rule 11(c)(1)(C))

11  
12 13. The parties agree not to argue that any other specific  
13 offense characteristics, adjustments, or departures be imposed.

14 14. Defendant and the USAO agree that, taking into account the  
15 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant  
16 sentencing guideline factors set forth above, an appropriate  
17 disposition of this case is that the court impose a sentence of:  
18 zero-to-six months' imprisonment; three years' supervised release,  
19 with conditions to be fixed by the Court; no fine; and a \$100 special  
20 assessment.

21 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

7 e. The right to confront and cross-examine witnesses  
8 against defendant.

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

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

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

18 WAIVER OF APPEAL OF CONVICTION

19 16. Defendant understands that, with the exception of an appeal  
20 based on a claim that defendant's guilty plea was involuntary, by  
21 pleading guilty defendant is waiving and giving up any right to  
22 appeal defendant's conviction on the offense to which defendant is  
23 pleading guilty.

24 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

25 17. Defendant agrees that, provided the Court imposes the  
26 sentence specified in paragraph 14 above, defendant gives up the  
27 right to appeal any portion of that sentence.

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*L. M. Z.*

1           18. The USAO agrees that, provided the Court imposes the  
2 sentence specified in paragraph 14 above, the USAO gives up its right  
3 to appeal any portion of that sentence.

4                           RESULT OF WITHDRAWAL OF GUILTY PLEA

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

19                           RESULT OF VACATUR, REVERSAL OR SET-ASIDE

20           20. Defendant agrees that if the count of conviction is  
21 vacated, reversed, or set aside, both the USAO and defendant will be  
22 released from all their obligations under this agreement.

23                           EFFECTIVE DATE OF AGREEMENT

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

1 BREACH OF AGREEMENT

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

19 23. Following the Court's finding of a knowing breach of this  
20 agreement by defendant, should the USAO choose to pursue any charge  
21 that was not filed as a result of this agreement, then:

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

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

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

14 d. As this agreement is entered into pursuant to Rule  
15 11(c)(1)(C), a decision by the Court not to accept the agreement is  
16 not a breach of the agreement, and should the Court refuse to accept  
17 and be bound by this agreement, neither defendant's statements at the  
18 change of plea hearing nor the executed copy of this agreement can be  
19 used against defendant in any future proceeding, trial, or sentencing  
20 hearing.

21 COURT AND PROBATION OFFICE NOT PARTIES

22 24. Defendant understands that the Court and the United States  
23 Probation Office are not parties to this agreement and need not  
24 accept any of the USAO's sentencing recommendations or the parties'  
25 agreements to facts, sentencing factors, or sentencing. Defendant  
26 understands that the Court will determine the facts, sentencing  
27 factors, and other considerations relevant to sentencing and will  
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1 decide for itself whether to accept and agree to be bound by this  
2 agreement.

3 25. Defendant understands that both defendant and the USAO are  
4 free to: (a) supplement the facts by supplying relevant information  
5 to the United States Probation Office and the Court, (b) correct any  
6 and all factual misstatements relating to the Court's Sentencing  
7 Guidelines calculations and determination of sentence, and (c) argue  
8 on appeal and collateral review that the Court's Sentencing  
9 Guidelines calculations and the sentence it chooses to impose are not  
10 error, although each party agrees to maintain its view that the  
11 calculations and sentence referenced in paragraphs 12 and 14 are  
12 consistent with the facts of this case. While this paragraph permits  
13 both the USAO and defendant to submit full and complete factual  
14 information to the United States Probation Office and the Court, even  
15 if that factual information may be viewed as inconsistent with the  
16 facts agreed to in this agreement, this paragraph does not affect  
17 defendant's and the USAO's obligations not to contest the facts  
18 agreed to in this agreement.

19 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. 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

EILEEN M. DECKER  
United States Attorney

*Brandon Fox*  
\_\_\_\_\_  
BRANDON D. FOX  
Assistant United States Attorney

*2-9-16*  
\_\_\_\_\_  
Date

*Leroy Baca*  
\_\_\_\_\_  
LEROY BACA  
Defendant

*2-8-16*  
\_\_\_\_\_  
Date

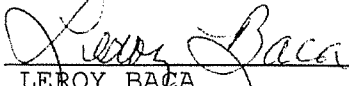
*Michael Zweiback*  
\_\_\_\_\_  
MICHAEL ZWEIBACK  
Attorney for Defendant  
Leroy Baca

*2-8-16*  
\_\_\_\_\_  
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.

  
\_\_\_\_\_  
LEROY BACA  
Defendant

2-8-16  
Date



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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am LEROY BACA'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.

Michael Zweiback  
MICHAEL ZWEIBACK  
Attorney for Defendant  
Leroy Baca

2-8-16  
Date

1 CERTIFICATE OF SERVICE

2 I, G. MORENO, declare:

3 That I am a citizen of the United States and a resident of or  
4 employed in Los Angeles County, California; that my business address  
5 is the Office of United States Attorney, 312 North Spring Street, Los  
6 Angeles, California 90012; that I am over the age of 18; and that I  
7 am not a party to the above-titled action;

8 That I am employed by the United States Attorney for the Central  
9 District of California, at whose direction I served a copy of:

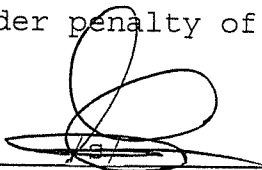
10 **PLEA AGREEMENT FOR DEFENDANT LEROY BACA**

11 Service was:

- 12
- 13  Placed in a closed envelope for collection and inter-  
14 office delivery, addressed as follows:       Placed in a sealed envelope for  
15 collection and mailing via United States mail, addressed as  
16 follows:
- 17  By facsimile, as follows:       By e-mail, as follows:

18 **MICHAEL ZWEIBACK**  
19 **ARENT FOX LLP**  
20 **555 W. 5<sup>th</sup> Street, 48<sup>th</sup> Floor**  
21 **Los Angeles, CA 90013**

22 This certificate is executed on February 9, 2016, at Los  
23 Angeles, California. I certify under penalty of perjury that the  
24 foregoing is true and correct.

25   
26 \_\_\_\_\_  
27 G. MORENO  
28 Legal Assistant