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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)	No. SA CR 07-
)	
Plaintiff,)	<u>I N F O R M A T I O N</u>
)	
v.)	[26 U.S.C. § 7206(1): Willful
)	Filing of a False Tax Return;
GEORGE H. JARAMILLO,)	18 U.S.C. §§ 1341 and 1346:
)	Mail Fraud Depriving the Public
Defendant.)	of the Right of Honest Services
)	of a Public Official]
)	

The United States Attorney charges:

COUNT ONE

[26 U.S.C. § 7206(1)]

On or about February 14, 2001, in the Central District of California and elsewhere, defendant GEORGE H. JARAMILLO, a resident of Orange County, California, did willfully make and subscribe a 1999 U.S. Individual Income Tax Return, Form 1040, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which defendant JARAMILLO did not believe this 1999 U.S. Individual Income Tax Return to be true and correct as

BAS
BAS:bas

1 to every material matter in that said return falsely reported
2 \$123,899 on Line 33, Adjusted Gross Income, whereas, as defendant
3 JARAMILLO then and there well knew and believed, said amount was
4 false and understated.

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1 public official and falsely stated, concealed, and failed to
2 disclose his receipt of such gifts and loans on his publicly-
3 filed Form 700's.

4 MAILING

5 On or about March 7, 2003, in Orange County and elsewhere,
6 within the Central District of California, defendant, for the
7 purpose of executing the scheme and artifice to defraud, and
8 attempting to do so, knowingly and willfully caused his Calendar
9 Year 2002 Annual Reporting Requirement Form 700 to be sent and
10 delivered by the United States Postal Service to The Office of
11 Criminal Justice Planning, 1130 K Street, Suite 300, Sacramento,
12 California 95814.

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15 GEORGE S. CARDONA
Acting United States Attorney

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17 THOMAS P. O'BRIEN
Assistant United States Attorney
Chief, Criminal Division

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20 KENNETH B. JULIAN
Assistant United States Attorney
Acting Chief, Santa Ana Branch Office
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8 Attorney for Plaintiff
United States of America

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 UNITED STATES OF AMERICA,) SA CR No. 07-36-AG
14)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15) GEORGE H. JARAMILLO
v.)
16)
GEORGE H. JARAMILLO,)
17)
Defendant.)
18)
19)

20 1. This constitutes the plea agreement between GEORGE H.
21 JARAMILLO ("defendant") and the United States Attorney's Office
22 for the Central District of California ("the USAO") in the
23 investigation of criminal tax violations and public corruption by
24 defendant. This agreement is limited to the USAO and cannot bind
25 any other federal, state or local prosecuting, administrative or
26 regulatory authorities.

1 State of California of their right to honest services; and (3)
2 defendant used, or caused someone to use, the mails to carry out
3 or to attempt to carry out the scheme or plan. Defendant admits
4 that defendant is, in fact, guilty of these offenses as described
5 in Counts One and Two of the Information.

6 PENALTIES

7 4. The statutory maximum sentence that the Court can impose
8 for a violation of Title 26, United States Code, Section 7206(1)
9 is: 3 years imprisonment; a 3-year period of supervised release;
10 a fine of \$100,000; and a mandatory special assessment of \$100.
11 The Court may order defendant to pay any additional taxes,
12 interest and penalties that defendant owes to the United States.
13 Also, the Court must order defendant to pay the costs of
14 prosecution, which may be in addition to the statutory maximum
15 fine stated above.

16 The statutory maximum sentence that the Court can impose for
17 a violation of Title 18, United States Code, Sections 1341 and
18 1346, is: 20 years imprisonment; a 3-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
21 mandatory special assessment of \$100. Therefore, the total
22 maximum sentence for all offenses to which defendant is pleading
23 guilty is: 23 years imprisonment; a 3-year period of supervised
24 release; a fine of \$350,000 or \$100,000 plus twice the gross gain
25 or gross loss resulting from the honest services mail fraud
26 offense, whichever is greatest; and a mandatory special

1 assessment of \$200.

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

10 6. Defendant also understands that, by pleading guilty,
11 defendant may be giving up valuable government benefits and
12 valuable civic rights, such as the right to vote, the right to
13 possess a firearm, the right to hold office, and the right to
14 serve on a jury.

15 7. Defendant further understands that the conviction in
16 this case may subject defendant to various collateral
17 consequences, including but not limited to, deportation,
18 revocation of probation, parole, or supervised release in another
19 case, and suspension or revocation of a professional license.
20 Defendant understands that unanticipated collateral consequences
21 will not serve as grounds to withdraw defendant's guilty plea.

22 FACTUAL BASIS

23 8. Defendant and the USAO agree and stipulate to the
24 statement of facts provided below. This statement of facts
25 includes facts sufficient to support a plea (or pleas) of guilty
26 to the charges described in this agreement and to establish the
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1 sentencing guideline factors set forth in paragraph 11 below. It
2 is not meant to be a complete recitation of all facts relevant to
3 the underlying criminal conduct or all facts known to defendant
4 that relate to that conduct.

5 Defendant was the Assistant Sheriff of the County of Orange
6 from in or about January 1999 through on or about March 17, 2004.
7 Defendant had previously been a police officer with the Garden
8 Grove Police Department and obtained his law degree in 1995 and
9 started a law partnership, Jaramillo, Hoffman and Associates.

10 In or about late 1998 or early 1999, defendant along with
11 M.C. and D.H. devised a plan to have D.H. find companies in which
12 defendant and M.C. could serve on the companies' board of
13 directors and receive compensation or an honorarium. In or about
14 February 1999, Charity Funding Services, a company owned by
15 D.H.'s uncle and initially capitalized by D.H., named defendant
16 and M.C., among others, to its board of directors. Prior to
17 February 1999, this company never had a board of directors and
18 never listed any board of directors with its filings with the
19 State of California. From February through July 1999, Charity
20 Funding Services paid defendant \$1,000 per month for his
21 "service" on its board of directors. No other member of the
22 board of directors, other than defendant or M.C., received
23 payments for their "service." Defendant deposited each of his
24 checks for a total of \$7,000.

25 In or about July 1999, defendant had a lease on a 1997
26 Mercedes Benz with a balance of over \$20,000 remaining on the
27 lease. D.H., through a partnership in which D.H. was the 99%
28 owner, paid off the defendant's balance on the lease, along with
penalties, in the amount of \$23,711.43 in July 1999. D.H.,
through his partnership, sold this car for approximately \$12,000.

On or about February 14, 2001, in the Central District of
California and elsewhere, defendant, a resident of Orange County,
California, did willfully make and subscribe a 1999 U.S.
Individual Income Tax Return, Form 1040, which was verified by a
written declaration that it was made under the penalties of
perjury and was filed with the Internal Revenue Service. At the
time defendant filed the Form 1040, he did not believe this 1999
U.S. Individual Income Tax Return to be true and correct as to
every material matter in that said return falsely reported
\$123,899 on Line 33, Adjusted Gross Income, and knew and believed
that such amount was false and understated. Defendant also
knowingly failed to include his payments from the board of
directors, or the benefit of having D.H. pay off his outstanding
lease, as income on this 1999 Form 1040.

1 In or about January 1999, defendant became the Assistant
2 Sheriff for the County of Orange and Governor Davis appointed
3 defendant as a member of the State Advisory Group on Juvenile
4 Justice Delinquency Prevention (hereinafter "SAG-JJDP"). The
5 purpose of the SAG-JJDP was to advise and make recommendations on
6 matters regarding the statewide juvenile justice system and its
7 administration. All members of SAG-JJDP were appointed by the
8 Governor of California.

9 The California financial disclosure laws ensure that public
10 officials perform their duties in an impartial manner, free from
11 bias caused by their own financial interests or the financial
12 interests of persons or organizations who have supported them.
13 Sections 87200 and 87203 of the California Government Code
14 require that certain public officials, which would include
15 defendant for his position as Assistant Sheriff and as a member
16 of SAG-JJDP, provide detailed and accurate information regarding
17 their sources of income and their investments.

18 Each year, the public official is required by law to file a
19 California Fair Political Practices Commission Form 700 Statement
20 of Economic Interests (hereinafter "Form 700") covering a twelve-
21 month period. The public official must file an Initial Form 700
22 when they assume office, which must include any economic interest
23 from the twelve-month period prior to the public official's
24 assuming office. Thereafter, the public official must file each
25 year an Annual Form 700 covering the preceding twelve-month
26 calendar year. The Form 700 requires, under penalty of perjury,
27 disclosure of investments, interest in real property, and all
28 sources of income, including: income; loans; business positions;
29 gifts; and travel payments. Form 700's are public records and
30 open for public inspection and reproduction by voters, members of
31 the news media, political opponents, and anyone else seeking
32 truthful information about the relationship between a public
33 official and the nature and source of his income, assets, and
34 financial interests.

35 The California Government Code required defendant, both as
36 Assistant Sheriff and as a member of the SAG-JJDP, to disclose
37 all of his economic interests on a Form 700 each year. Defendant
38 filed in Orange County Form 700's for his Assistant Sheriff's
39 position and filed in Sacramento Form 700's for his position with
40 the SAG-JJDP. The Form 700's filed in Sacramento were mailed
41 from Orange County, California.

1 On or about the following dates, defendant signed under
2 penalty of perjury and filed the following Form 700's both in
Orange County and Sacramento:

<u>Date</u>	<u>Form 700</u>
03/30/99	Assuming Office/Initial Form 700
03/31/00	Calendar Year 1999 Form 700
03/19/01	Calendar Year 2000 Form 700
03/18/02	Calendar Year 2001 Form 700
03/07/03	Calendar Year 2002 Form 700
03/07/04	Calendar Year 2003 Form 700

7 Defendant failed to include numerous payments from D.H. on
8 the above Form 700's, which include payments directly to
9 defendant and payments to his law partnership, Jaramillo, Hoffman
10 and Associates. Defendant also failed to disclose cash payments
11 he and M.C. received from D.H. from 1998 through 2002, as well as
12 defendant's car lease that D.H. paid off and the payments
13 defendant received from Charity Funding Services, discussed
14 above.

11 Defendant also failed to include the following gifts he
12 received from E.G., an Orange County businessman, on his Form
13 700's. In or about July 2001, E.G. paid for a vacation to Cabo
14 San Lucas, Mexico, for defendant and defendant's family valued at
15 approximately \$6,000, which included use of E.G.'s private plane
16 and yacht. In or about January 2003, E.G. paid approximately
17 \$2,500 for a custom-made suit and twelve custom-made dress shirts
18 for defendant. In or about February 2003, E.G. paid
19 approximately \$456 for defendant and defendant's son to stay at
20 The Venetian Resort Hotel and Casino in Las Vegas, Nevada, after
21 E.G. flew defendant and his son on E.G.'s private plane.
22 Finally, in 2003, E.G. gave defendant approximately \$12,000 in
23 cash when defendant's mother became ill.

18 Defendant, a public official, as both the Assistant Sheriff
19 of the County of Orange and a member of the SAG-JJDP, placed
20 himself in a position of trust with the citizens of the County of
21 Orange and the State of California and had a fiduciary duty to
22 provide services honestly and in accord with his obligations
23 under the law. This fiduciary duty included the duty to use his
24 office and position for the best interests of the public, not for
25 personal gain, and to disclose to the public material information
26 relating to his official acts.

23 Between on or about June 1, 1998, to on or about March 17,
24 2004, in Orange County and elsewhere, within the Central District
25 of California, defendant devised and executed a scheme to defraud
26 the citizens of the County of Orange and the State of California
27 of their right to his honest services as a public official.
28 Defendant defrauded the citizens of the County of Orange and the
State of California by soliciting and receiving gifts and loans

1 from other individuals while a public official and failed to
2 disclose his receipt of these gifts and loans on his publicly-
3 filed Form 700's. On or about March 7, 2003, in Orange County
4 and elsewhere, within the Central District of California,
5 defendant, for the purpose of executing the scheme and artifice
6 to defraud, and attempting to do so, knowingly and willfully
7 caused his Calendar Year 2002 Annual Reporting Requirement Form
8 700 to be sent and delivered by the United States Postal Service
9 to The Office of Criminal Justice Planning, 1130 K Street, Suite
10 300, Sacramento, California 95814.

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 9. By pleading guilty, defendant gives up the following
13 rights:

14 a) The right to persist in a plea of not guilty.
15 b) The right to a speedy and public trial by jury.
16 c) The right to the assistance of legal counsel at
17 trial, including the right to have the Court appoint counsel for
18 defendant for the purpose of representation at trial. (In this
19 regard, defendant understands that, despite his or her plea of
20 guilty, he or she retains the right to be represented by counsel
21 - and, if necessary, to have the court appoint counsel if
22 defendant cannot afford counsel - at every other stage of the
23 proceedings.)

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

27 e) The right to confront and cross-examine witnesses
28 against defendant.

29 f) The right, if defendant wished, to testify on
30 defendant's own behalf and present evidence in opposition to the
31 charges, including the right to call witnesses and to subpoena

1 those witnesses to testify.

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

5 By pleading guilty, defendant also gives up any and all
6 rights to pursue any affirmative defenses, Fourth Amendment or
7 Fifth Amendment claims, and other pretrial motions that have been
8 filed or could be filed.

9 SENTENCING FACTORS

10 10. Defendant understands that the Court is required to
11 consider the United States Sentencing Guidelines ("U.S.S.G." or
12 "Sentencing Guidelines") among other factors in determining
13 defendant's sentence. Defendant understands that the Sentencing
14 Guidelines are only advisory, and that after considering the
15 Sentencing Guidelines, the Court may be free to exercise its
16 discretion to impose any reasonable sentence up to the maximum
17 set by statute for the crimes of conviction.

18 ///

1 11. Defendant and the USAO agree and stipulate to the
2 following applicable sentencing guideline factors (Using the
3 November 2002 United States Sentencing Guidelines):

4 TAX GUIDELINE

5 Base Offense Level : 10 [U.S.S.G. §§ 2T1.1(a)(1),
6 2T4.1(C)]

7 HONEST SERVICES GUIDELINE

8 Base Offense Level : 10 U.S.S.G. § 2C1.1(a)

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

11 Defendant and the USAO reserve the right to argue that additional
12 specific offense characteristics, adjustments and departures are
13 appropriate. Defendant understands that the Government will
14 likely seek adjustments and enhancements pursuant to United
15 States Sentencing Guidelines Sections 2C1.1(b)(2)(A) and
16 2B1.1(b)(1) for value of payment received and Section
17 2C1.1(b)(2)(B) for offense involving a high-level decision-making
18 or sensitive position.

19 12. There is no agreement as to defendant's criminal
20 history or criminal history category.

21 13. The stipulations in this agreement do not bind either
22 the United States Probation Office or the Court. Both defendant
23 and the USAO are free to: (a) supplement the facts by supplying
24 relevant information to the United States Probation Office and
25 the Court; (b) correct any and all factual misstatements relating
26 to the calculation of the sentence; and (c) argue on appeal and
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1 collateral review that the Court's sentencing guidelines
2 calculations are not error, although each party agrees to
3 maintain its view that the calculations in paragraph 11 are
4 consistent with the facts of this case.

5 DEFENDANT'S OBLIGATIONS

6 14. Defendant agrees that he will:

7 a) Give up the right to indictment by Grand Jury and
8 plead guilty as set forth in this agreement.

9 b) Not knowingly and willfully fail to abide by all
10 sentencing stipulations contained in this agreement.

11 c) Not knowingly and willfully fail to: (I) appear as
12 ordered for all court appearances; (ii) surrender as ordered for
13 service of sentence; (iii) obey all conditions of any bond; and
14 (iv) obey any other ongoing court order in this matter.

15 d) Not commit any crime; however, offenses which would
16 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
17 not within the scope of this agreement.

18 e) Not knowingly and willfully fail to be truthful at
19 all times with Pretrial Services, the U.S. Probation Office, and
20 the Court.

21 f) Pay the applicable special assessments at or before
22 the time of sentencing unless defendant lacks the ability to pay.

23 g) Defendant agrees to cooperate with the
24 Internal Revenue Service in the determination of defendant's tax
25 liability for Tax Years 1999, 2002, and 2004. Defendant agrees:

1 i) That defendant will file, prior to the time of
2 sentencing, returns and amended returns for the years subject to
3 the above admissions, correctly reporting unreported income
4 and/or correcting improper deductions and credits, and will, if
5 requested to do so by the Internal Revenue Service, provide the
6 Internal Revenue Service with information regarding the years
7 covered by the returns, and will pay at sentencing all additional
8 taxes, and will pay promptly all penalties and interest assessed
9 by the Internal Revenue Service to be owing as a result of any
10 computational errors.

11 ii) That nothing in this agreement forecloses or
12 limits the ability of the Internal Revenue Service to examine and
13 make adjustments to defendant's returns after they are filed.

14 iii) That defendant will not, after filing the
15 returns, file any claim for refund of taxes, penalties, or
16 interest for amounts attributable to the returns filed in
17 connection with this plea agreement.

18 iv) That defendant is liable for the fraud penalty
19 imposed by the Internal Revenue Code, 26 U.S.C. § 6663, on the
20 understatement of tax liability for Tax Year 1999.

21 v) To give up any and all objections that could be
22 asserted to the Examination Division or Collection Division of
23 the Internal Revenue Service receiving materials or information
24 obtained during the criminal investigation of this matter,
25 including materials and information obtained through grand jury
26 subpoenas.

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1 15. Defendant further agrees to cooperate fully with the
2 USAO, the Federal Bureau of Investigation ("FBI"), the Internal
3 Revenue Service-Criminal Investigation Division ("IRS-CID"), and,
4 as directed by the USAO, any other federal, state, or local [or
5 foreign] law enforcement agency. This cooperation requires
6 defendant to:

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

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

13 c) Produce voluntarily all documents, records, or
14 other tangible evidence relating to matters about which the USAO,
15 or its designee, inquires.

16 d) Act, if requested by the USAO to do so by the
17 USAO, in an undercover capacity to the best of defendant's
18 ability in connection with criminal investigations by federal,
19 state, or local law enforcement authorities, in accordance with
20 the instructions of those law enforcement authorities. Defendant
21 agrees not to act undercover, tape record any conversations, or
22 gather any evidence unless expressly instructed or authorized to
23 do so by federal, state, or local law enforcement authorities.
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1 THE USAO'S OBLIGATIONS

2 16. If defendant complies fully with all defendant's
3 obligations under this agreement, the USAO agrees:

4 a) To abide by all sentencing stipulations contained in
5 this agreement.

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

13 c) Not to further prosecute defendant for criminal tax
14 violations, his involvement in public corruption, financial
15 crimes, and/or election fraud known to the Government at the time
16 this agreement is signed by defendant. Defendant understands
17 that the USAO is free to prosecute defendant for any other
18 unlawful past conduct or any unlawful conduct that occurs after
19 the date of this agreement. Defendant agrees that at the time of
20 sentencing the Court may consider the uncharged relevant conduct
21 in determining the applicable Sentencing Guidelines range, where
22 the sentence should fall within that range, the propriety and
23 extent of any departure from that range, and the determination of
24 the sentence to be imposed after consideration of the sentencing
25 guidelines and all other relevant factors.

1 f) Not to use any information provided by defendant
2 pursuant to this agreement or the Letter Agreements against
3 defendant at sentencing for the purpose of determining the
4 applicable guideline range, including the appropriateness of an
5 upward departure, and to recommend to the Court that such
6 information not be used in determining the sentence to be
7 imposed. Defendant understands, however, that information
8 provided by defendant pursuant to this agreement or the Letter
9 Agreements will be disclosed to the probation office and the
10 Court, and that the Court may use this information for the
11 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
12 sentence to be imposed.

13 g) In connection with defendant's sentencing, to
14 bring to the Court's attention the nature and extent of
15 defendant's cooperation.

16 h) If the USAO determines, in its exclusive judgment,
17 that defendant has both complied with his obligations under
18 paragraphs 14 and 15 above and provided substantial assistance to
19 law enforcement in the prosecution or investigation of another
20 ("substantial assistance"), to move the Court pursuant to
21 U.S.S.G. § 5K1.1 to fix an offense level and corresponding
22 guideline range below that otherwise dictated by the sentencing
23 guidelines, and to recommend a sentence within this reduced
24 range.

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1 c) The USAO will be free to prosecute defendant for
2 false statement, obstruction of justice, and perjury based on any
3 knowingly false or misleading statement by defendant.

4 d) The USAO will no longer be bound by any agreement
5 regarding the use of statements, documents, records, tangible
6 evidence, or information provided by defendant, and will be free
7 to use any of those in any way in any investigation, prosecution,
8 or civil or administrative action. Defendant will not be able to
9 assert either (1) that those statements, documents, records,
10 tangible evidence, or information were obtained in violation of
11 the Fifth Amendment privilege against compelled self-
12 incrimination, or (2) any claim under the United States
13 Constitution, any statute, Rule 11(f) of the Federal Rules of
14 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or
15 any other federal rule, that statements, documents, records,
16 tangible evidence, or information provided by defendant before or
17 after the signing of this agreement, or any leads derived
18 therefrom, should be inadmissible.

19 19. Following a knowing and willful breach of this
20 agreement by defendant, should the USAO elect to pursue any
21 charge that was dismissed or not filed as a result of this
22 agreement, then:

23 a) Defendant agrees that any applicable statute of
24 limitations is tolled between the date of defendant's signing of
25 this agreement and the commencement of any such prosecution or
26 action.

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1 b) Defendant gives up all defenses based on the statute
2 of limitations, any claim of preindictment delay, or any speedy
3 trial claim with respect to any such prosecution, except to the
4 extent that such defenses existed as of the date of defendant's
5 signing of this agreement.

6 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

7 20. Defendant gives up the right to appeal any sentence
8 imposed by the Court, and the manner in which the sentence is
9 determined, provided that: (a) the sentence is within the
10 statutory maximum specified above and is constitutional; (b) the
11 Court in determining the applicable guideline range does not
12 depart upward in offense level or criminal history category and
13 determines that the total offense level is 21 or below; and (c)
14 the Court imposes a sentence within or below the range
15 corresponding to the determined total offense level and criminal
16 history category. Defendant also gives up any right to bring a
17 post-conviction collateral attack on the convictions or sentence,
18 except a post-conviction collateral attack based on a claim of
19 ineffective assistance of counsel, a claim of newly discovered
20 evidence, or a explicitly retroactive change in the applicable
21 Sentencing Guidelines, sentencing statutes, or statutes of
22 conviction. Notwithstanding the foregoing, defendant retains the
23 ability to appeal the court's determination of defendant's
24 criminal history category and the conditions of supervised
25 release imposed by the court, with the exception of the
26 following: standard conditions set forth in district court
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1 General Orders 318 and 01-05; the drug testing conditions
2 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol
3 and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

4 21. The USAO gives up its right to appeal the Court's
5 sentence, provided that: (a) the Court in determining the
6 applicable guideline range does not depart downward in offense
7 level or criminal history category (except by a downward
8 departure in offense level pursuant to, and to the extent
9 requested by, the USAO in a motion under U.S.S.G. § 5K1.1); (b)
10 the Court determines that the total offense level is 21 or above
11 prior to any departure under U.S.S.G. § 5K1.1; and (c) the Court
12 imposes a sentence within or above the range corresponding to the
13 determined total offense level (after any downward departure
14 under U.S.S.G. § 5K1.1) and criminal history category.

15 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

16 22. Defendant agrees that if any count of conviction is
17 vacated, reversed, or set aside, the USAO may: (a) ask the Court
18 to resentence defendant on any remaining count of conviction,
19 with both the USAO and defendant being released from any
20 stipulations regarding sentencing contained in this agreement;
21 (b) ask the Court to void the entire plea agreement and vacate
22 defendant's guilty pleas on any remaining count of conviction,
23 with both the USAO and defendant being released from all of their
24 obligations under this agreement; or (c) leave defendant's
25 remaining conviction, sentence, and plea agreement intact.
26 Defendant agrees that the choice among these three options rests

1 in the exclusive discretion of the USAO.

2 COURT NOT A PARTY

3 23. The Court is not a party to this agreement and need not
4 accept any of the USAO's sentencing recommendations or the
5 parties' stipulations. Even if the Court ignores any sentencing
6 recommendation, finds facts or reaches conclusions different from
7 any stipulation, and/or imposes any sentence up to the maximum
8 established by statute, defendant cannot, for that reason,
9 withdraw defendant's guilty pleas, and defendant will remain
10 bound to fulfill all defendant's obligations under this
11 agreement. No one - not the prosecutor, defendant's attorney, or
12 the Court - can make a binding prediction or promise regarding
13 the sentence defendant will receive, except that it will be
14 within the statutory maximum.

15 NO ADDITIONAL AGREEMENTS

16 24. Except as set forth herein, there are no promises,
17 understandings or agreements between the USAO and defendant or
18 defendant's counsel. This agreement supersedes and replaces the
19 Letter Agreements. Nor may any additional agreement,
20 understanding or condition be entered into unless in a writing
21 signed by all parties or on the record in court.

22 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

23 25. The parties agree and stipulate that this Agreement
24 will be considered part of the record of defendant's guilty plea
25 hearing as if the entire Agreement had been read into the record
26 of the proceeding.

1 This agreement is effective upon signature by defendant and
2 an Assistant United States Attorney.

3 AGREED AND ACCEPTED

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

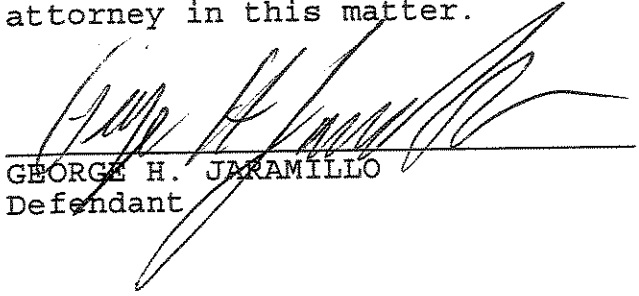
6 GEORGE S. CARDONA
7 Acting United States Attorney

8 

9 BRETT A. SAGEL
10 Assistant United States Attorney

11 3/13/07
12 Date

13 I have read this agreement and carefully discussed every
14 part of it with my attorney. I understand the terms of this
15 agreement, and I voluntarily agree to those terms. My attorney
16 has advised me of my rights, of possible defenses, of the
17 Sentencing Guideline provisions, and of the consequences of
18 entering into this agreement. No promises or inducements have
19 been made to me other than those contained in this agreement. No
20 one has threatened or forced me in any way to enter into this
21 agreement. Finally, I am satisfied with the representation of my
22 attorney in this matter.


23 

24 GEORGE H. JARAMILLO
25 Defendant

26 3/12/07
27 Date

1 I am GEORGE H. JARAMILLO's attorney. I have carefully
2 discussed every part of this agreement with my client. Further,
3 I have fully advised my client of his rights, of possible
4 defenses, of the Sentencing Guidelines' provisions, and of the
5 consequences of entering into this agreement. To my knowledge,
6 my client's decision to enter into this agreement is an informed
7 and voluntary one.

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BRENT F. ROMNEY
ROBERT Z. CORRADO
Counsel for Defendant
GEORGE H. JARAMILLO

3-12-07
Date

Service List

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Brent F. Romney
101 S. Kramer Blvd., Suite 240
Placentia, CA 92870