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9 Attorneys for Plaintiff
 10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 JUAN CARLOS ARAGON,

17 Defendant.

No. CR 2:26-cr-00103-SSS

PLEA AGREEMENT FOR DEFENDANT
JUAN CARLOS ARAGON

18
 19 1. This constitutes the plea agreement between JUAN CARLOS
 20 ARAGON ("defendant") and the United States Attorney's Office for the
 21 Central District of California (the "USAO") in connection with the
 22 investigation of a bribery scheme. This agreement is limited to the
 23 USAO and cannot bind any other federal, state, local, or foreign
 24 prosecuting, enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,
 28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single-count information in the
2 form attached to this agreement as Exhibit A or a substantially
3 similar form, which charges defendant with Bribery of a Public
4 Official, in violation of 18 U.S.C. § 201(b)(2)(B).

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

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

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

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

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

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

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest the Factual Basis agreed to in this
24 agreement.

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. At the time of sentencing, provided that defendant
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
4 additional one-level reduction if available under that section.

5 d. At the time of sentencing, provided that defendant
6 complies with paragraph 2 and the other provisions of this agreement
7 up through the time of sentencing, recommend a 4-level downward
8 variance in offense level based on the factors set forth in 18 U.S.C.
9 § 3553(a)(1)-(7) and the unique facts and circumstances of this case.

10 NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of
12 the crime charged in the single-count information, that is, Bribery
13 of a Public Official, in violation of Title 18, United States Code,
14 Section 201(b)(2)(B), the following must be true: (1) Defendant was a
15 public official; (2) defendant demanded, sought, received, accepted,
16 or agreed to receive or accept something of value in return for being
17 influenced to commit or allow a fraud on the United States; and (3)
18 defendant acted corruptly, that is, intending to be influenced to
19 commit or allow a fraud on the United States. A public official acts
20 "corruptly" when he or she accepts or receives, or agrees to accept
21 or receive, a thing of value, in return for being influenced with the
22 intent that, in exchange for the thing of value, some act would be
23 influenced.

24 PENALTIES

25 5. Defendant understands that the statutory maximum sentence
26 that the Court can impose for a violation of Title 18, United States
27 Code, Section 201(b)(2)(B), is: 15 years' imprisonment; a three-year
28 period of supervised release; a fine of \$250,000 or twice the gross

1 gain or gross loss resulting from the offense, whichever is greatest;
2 and a mandatory special assessment of \$100.

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

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

25 8. Defendant and his counsel have discussed the fact that, and
26 defendant understands that, if defendant is not a United States
27 citizen, the conviction in this case makes it practically inevitable
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States
2 citizenship and admission to the United States in the future.
3 Defendant understands that while there may be arguments that
4 defendant can raise in immigration proceedings to avoid or delay
5 removal, removal is presumptively mandatory and a virtual certainty
6 in this case. Defendant further understands that removal and
7 immigration consequences are the subject of a separate proceeding and
8 that no one, including his attorney or the Court, can predict to an
9 absolute certainty the effect of his conviction on his immigration
10 status. Defendant nevertheless affirms that he wants to plead guilty
11 regardless of any immigration consequences that his plea may entail,
12 even if the consequence is automatic removal from the United States.

13 FACTUAL BASIS

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

23 C&C Power Solutions LLC Bribery Scheme

24 Beginning in or around 2017 and continuing until on or about
25 February 5, 2020, in Ventura County, within the Central District of
26 California, and elsewhere, defendant, a public official, namely,
27 Deputy Program Manager at Mobile Utilities Support Equipment group
28 ("MUSE") and a Navy Career Analyst, directly and corruptly demanded,

1 sought, received, and accepted something of value, namely, cash and
2 payments to a club soccer team ("Club Soccer Team") and a sporting
3 goods company ("Sporting Goods Company"), in return for being
4 influenced in the performance of an official act and to commit and
5 aid in committing, colluding in, and allowing, a fraud on the United
6 States, namely, falsely billing the Navy, bid-rigging, and falsely
7 certifying and causing others to falsely certify completion contracts
8 for the benefit of his co-conspirator, CORY TAYLOR WRIGHT ("WRIGHT"),
9 and WRIGHT's company, C&C Power Solutions LLC ("CCP").

10 More specifically, defendant defrauded the Navy by, among other
11 things, doing the following:

- 12 • In March 2017, defendant directed Company 1 to pay a
13 \$10,283.46 invoice from CCP for "Generator repair parts"
14 purportedly for the Navy, even though defendant knew CCP did
15 not provide the Navy the "Generator repair parts." The money
16 Company 1 used to pay CCP was money Company 1 obtained from
17 the Navy.
- 18 • In March 2017, defendant also directed Company 2 to pay a
19 \$12,850 invoice from CCP for "consulting services"
20 purportedly for the Navy, even though defendant knew CCP did
21 not provide the Navy any "Consulting Services." The money
22 Company 2 used to pay CCP was money Company 2 obtained from
23 the Navy.
- 24 • In June and July 2017, defendant conspired with WRIGHT and
25 three other companies, including Company 1 and Company 2, to
26 rig the bidding process for a subcontract being issued by
27 Prime Contractor 1 for power generation equipment.
28 Specifically, defendant and WRIGHT worked together to obtain

1 fake bids from Company 1, Company 2, and a third company,
2 Company 3, that were significantly higher than CCP's bid to
3 ensure the success of CCP's bid.

- 4 • From October 2017 through August 2019, defendant approved or
5 directed Navy Employee 1 to approve invoices authorizing
6 payment to Prime Contractor 1 for work purportedly performed
7 by CCP related to seven task orders. Defendant approved or
8 directed Navy Employee 1 to approve these invoices, even
9 though defendant knew WRIGHT and CCP had not provided any
10 equipment or services in connection with five of those task
11 orders and only partially completed another task order. As a
12 result of these false invoice approvals, the Navy paid Prime
13 Contractor 1 at least \$12,417,139.04, a majority of which
14 defendant understood and knew would be paid to CCP.
- 15 • From September 2017 through July 2019, defendant worked with
16 WRIGHT to rig the Navy's contracting process to ensure that
17 CCP received the prime contract for power generation
18 equipment. To do so, defendant and WRIGHT conspired to
19 falsify Past Performance Questionnaires ("PPQ") for a task
20 order under Prime Contractor 1's contract, including falsely
21 describing CCP's work on one task order before stating that
22 CCP's "management of funds and required administrative work
23 was outstanding. [CCP] exceeded all expectations in all
24 areas." In truth, as defendant well knew, WRIGHT and CCP had
25 not performed the task order. Due in part to defendant's
26 false statements in the PPQs regarding CCP's performance, the
27 Navy awarded CCP the prime contract.

28

1 In exchange for these acts by defendant, WRIGHT provided
 2 defendant at least the following cash and/or money order payments:
 3 (1) \$1,500 in money orders in April 2017; (2) \$850 in cash to
 4 defendant's friend who provided services to defendant in June 2017;
 5 and (3) \$8,000 in cash in December 2017. Further, in exchange for
 6 these acts by defendant, WRIGHT also made the following payments to
 7 the Sporting Goods Company and a Club Soccer Team at defendant's
 8 direction:

Date	Account Holder	Entity	Amount
March 13, 2018	CCP	Sporting Goods Company	\$9,797.85
December 10, 2018	CCP	Sporting Goods Company	\$14,989.25
January 31, 2020	CCP	Club Soccer Team	\$10,000.00
February 5, 2020	CCP	Sporting Goods Company	\$34,689.83
Total			\$64,476.93

16 SENTENCING FACTORS

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

1 11. Defendant and the USAO agree to the following applicable
2 Sentencing Guidelines factors:

3 Base Offense Level:	14	[U.S.S.G. § 2C1.1(a)(1)]
4 More than One Bribe:	+2	[U.S.S.G. § 2C1.1(b)(1)]
5 Value of the Bribes:	+6	[U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(1)(D)]

6

7 Defendant and the USAO reserve the right to argue that additional
8 specific offense characteristics, adjustments, and departures under
9 the Sentencing Guidelines are appropriate.

10 12. Defendant understands that there is no agreement as to
11 defendant's criminal history or criminal history category.

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

16 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 19 a. The right to persist in a plea of not guilty.
- 20 b. The right to a speedy and public trial by jury.
- 21 c. The right to be represented by counsel -- and if
22 necessary have the Court appoint counsel -- at trial. Defendant
23 understands, however, that, defendant retains the right to be
24 represented by counsel -- and if necessary have the Court appoint
25 counsel -- at every other stage of the proceeding.
- 26 d. The right to be presumed innocent and to have the
27 burden of proof placed on the government to prove defendant guilty
28 beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses
2 against defendant.

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

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

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

12 WAIVER OF STATUTE OF LIMITATIONS

13 15. Having been fully advised by defendant's attorney regarding
14 application of the statute of limitations to the offense to which
15 defendant is pleading guilty, defendant hereby knowingly,
16 voluntarily, and intelligently waives, relinquishes, and gives up:
17 (a) any right that defendant might have not to be prosecuted for the
18 offense to which defendant is pleading guilty because of the
19 expiration of the statute of limitations for that offense prior to
20 the filing of the information alleging that offense; and (b) any
21 defense, claim, or argument defendant could raise or assert that
22 prosecution of the offense to which defendant is pleading guilty is
23 barred by the expiration of the applicable statute of limitations,
24 pre-indictment delay, or any speedy trial violation.

25 WAIVER OF APPEAL OF CONVICTION

26 16. Defendant understands that, with the exception of an appeal
27 based on a claim that defendant's guilty plea was involuntary, by
28 pleading guilty defendant is waiving and giving up any right to

1 appeal defendant's conviction on the offense to which defendant is
2 pleading guilty. Defendant understands that this waiver includes,
3 but is not limited to, arguments that the statute to which defendant
4 is pleading guilty is unconstitutional, and any and all claims that
5 the statement of facts provided herein is insufficient to support
6 defendant's plea of guilty.

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 17. Defendant agrees that, provided the Court imposes a total
9 term of imprisonment on all counts of conviction of no more than 24
10 months' imprisonment, defendant gives up the right to appeal all of
11 the following: (a) the procedures and calculations used to determine
12 and impose any portion of the sentence; (b) the term of imprisonment
13 imposed by the Court; (c) the fine imposed by the Court, provided it
14 is within the statutory maximum; (d) to the extent permitted by law,
15 the constitutionality or legality of defendant's sentence, provided
16 it is within the statutory maximum; (e) the term of probation or
17 supervised release imposed by the Court, provided it is within the
18 statutory maximum; and (f) any of the following conditions of
19 probation or supervised release imposed by the Court: the conditions
20 set forth in Second Amended General Order 20-04 of this Court; the
21 drug testing conditions mandated by 18 U.S.C. §§ 3563(a) (5) and
22 3583(d); and the alcohol and drug use conditions authorized by 18
23 U.S.C. § 3563(b) (7).

24 18. This agreement does not affect in any way the right of
25 the USAO to appeal the sentence imposed by the Court.

26 //

27 //

1 WAIVER OF RIGHTS CONCERNING PLEA COLLOQUY AND FACTUAL BASIS

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

12 Defendant further agrees that this paragraph of the agreement is
13 severable. Thus, defendant's waivers are binding and effective even
14 if, subsequent to defendant's signing this agreement, defendant
15 declines to plead guilty, the Court declines to accept his guilty
16 plea, or, if this agreement is of the type described in Federal Rule
17 of Criminal Procedure 11(c)(1)(A) or (c)(1)(C), the Court rejects
18 this agreement. Defendant also agrees that his waivers are binding
19 and effective even if some other portion of this agreement is found
20 to be invalid by this Court or the Ninth Circuit.

21 RESULT OF WITHDRAWAL OF GUILTY PLEA

22 20. Defendant agrees that if, after entering a guilty plea
23 pursuant to this agreement, defendant seeks to withdraw and succeeds
24 in withdrawing defendant's guilty plea on any basis other than a
25 claim and finding that entry into this plea agreement was
26 involuntary, then the USAO will be relieved of all of its obligations
27 under this agreement.

1 EFFECTIVE DATE OF AGREEMENT

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

5 BREACH OF AGREEMENT

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

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

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

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

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

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

24 NO ADDITIONAL AGREEMENTS

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

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

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

7 AGREED AND ACCEPTED

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

10 TODD BLANCHE
11 Deputy Attorney General

12 BILAL A. ESSAYLI
13 First Assistant United States
Attorney

14 *Ian V. Ganniello*

15 THOMAS F. HBARCZYK
16 IAN V. YANNIELLO
Assistant United States Attorney

3/2/2026

Date

17 *[Signature]*
JUAN CARLOS ARAGON
18 Defendant

2/25/2026

Date

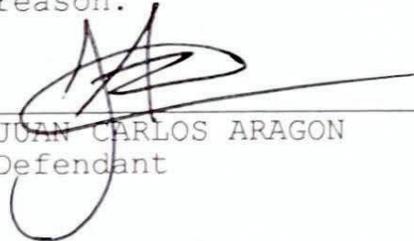
19 *[Signature]*
CHARLES L. KREINDLER
20 Attorney for Defendant JUAN CARLOS
ARAGON

February 25, 2026

Date

CERTIFICATION OF DEFENDANT

1
2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charge and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

19
20 
21 _____
22 JUAN CARLOS ARAGON
23 Defendant

24
25
26
27
28
Date

2/25/2026

CERTIFICATION OF DEFENDANT'S ATTORNEY

1

2 I am JUAN CARLOS ARAGON's attorney. I have carefully and

3 thoroughly discussed every part of this agreement with my client.

4 Further, I have fully advised my client of his rights, of possible

5 pretrial motions that might be filed, of possible defenses that might

6 be asserted either prior to or at trial, of the sentencing factors

7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

8 provisions, and of the consequences of entering into this agreement.

9 To my knowledge: no promises, inducements, or representations of any

10 kind have been made to my client other than those contained in this

11 agreement; no one has threatened or forced my client in any way to

12 enter into this agreement; my client's decision to enter into this

13 agreement is an informed and voluntary one; and the factual basis set

14 forth in this agreement is sufficient to support my client's entry of

15 a guilty plea pursuant to this agreement.



February 25, 2026

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17 _____

18 CHARLES L. KREINDLER
Attorney for Defendant JUAN CARLOS
ARAGON

Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JUAN CARLOS ARAGON,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 201(b) (2) (B) : Bribery
of a Public Official]

The United States of America charges
[18 U.S.C. § 201 (b) (2) (B)]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. The Naval Facilities Engineering and Expeditionary Warfare Center was a command within the Department of the Navy (the "Navy") that included the Mobile Utilities Support Equipment group ("Muse") located in Port Hueneme, California. Muse was responsible for providing management, technical, and logistics support for power systems, including large generators, for certain United States Department of Defense operations around the world, including active combat zones.

1 2. To accomplish its mission, Muse personnel would engage with
2 a prime contractor to procure goods and services. In 2015, the Navy
3 awarded Prime Contractor 1 a contract for products and services
4 related to critical power support, including the "purchase,
5 installation, renovation, alterations, and repair" of the Navy's
6 critical power systems and supporting facilities. Under the
7 contract, Prime Contractor 1 could issue task orders to
8 subcontractors, which were essentially contracts to procure specific
9 products and/or services.

10 3. Defendant JUAN CARLOS ARAGON was enlisted in the Navy until
11 approximately 2021, when he retired. Throughout various points from
12 2005 through 2019, defendant ARAGON held various positions at Muse,
13 including supervisory positions, including being Deputy Program
14 Manager at MUSE, that allowed defendant ARAGON to exercise
15 considerable influence over contractual matters, including prime
16 contracts and task orders.

17 4. CORY TAYLOR WRIGHT was enlisted in the Navy from February
18 1997 through May 2017, when he retired. Throughout various points
19 during the period 2005 through 2017, WRIGHT worked for Muse.

20 5. When WRIGHT was nearing retirement in or around late-2016,
21 WRIGHT created the company, C&C Power Solutions LLC ("CCP"), which
22 sought and obtained subcontracts related to power generation for the
23 Navy from Prime Contractor 1. In 2019, the Navy awarded CCP a prime
24 contract related to power generation.

25 B. THE SCHEME

26 6. In March 2017, defendant ARAGON directed Company 1 and
27 Company 2 to pay CCP for work and services that CCP never performed
28 using money the companies obtained from the Navy.

1 7. In June and July 2017, defendant ARAGON conspired with
2 WRIGHT and three other companies, including Company 1 and Company 2,
3 to rig the bidding process for a subcontract being issued by Prime
4 Contractor 1 for power generation equipment. The co-conspirators
5 rigged the bidding process to ensure that CCP received the
6 subcontract.

7 8. From October 2017 through August 2019, defendant ARAGON
8 approved or directed Navy Employee 1 to approve invoices authorizing
9 payment to Prime Contractor 1 for work purportedly performed by CCP
10 related to seven task orders. Defendant ARAGON approved or directed
11 Navy Employee 1 to approve these invoices, even though defendant
12 ARAGON knew WRIGHT and CCP had not provided any equipment or services
13 in connection with five of those task orders and only partially
14 completed another task order. As a result of these false invoice
15 approvals, the Navy paid Prime Contractor 1 at least \$12,417,139.04,
16 a majority of which defendant ARAGON understood and knew would be
17 paid to CCP.

18 9. From September 2017 through July 2019, defendant ARAGON
19 worked with WRIGHT to rig the Navy's contracting process to ensure
20 that CCP received the prime contract for power generation equipment.
21 To do so, defendant ARAGON and WRIGHT conspired to falsify Past
22 Performance Questionnaires ("PPQ") for a task order under Prime
23 Contractor 1's contract, including falsely describing CCP's work on
24 one task order before stating that CCP's "management of funds and
25 required administrative work was outstanding. [CCP] exceeded all
26 expectations in all areas."

27 10. In exchange for these acts by defendant ARAGON, WRIGHT
28 provided defendant ARAGON kickbacks and other bribes as directed by

1 defendant ARAGON, including those made in the name of a club soccer
2 team ("Club Soccer Team") associated with defendant ARAGON and a
3 sporting goods company. In total, from 2017 through February 5,
4 2020, defendant ARAGON received a total of at least \$74,826.93 in
5 kickbacks and bribes.

6 C. THE BRIBERY

7 11. Beginning in or around 2017 and continuing until on or
8 about February 5, 2020, in Ventura County, within the Central
9 District of California, and elsewhere, defendant ARAGON, a public
10 official, namely, Deputy Program Manager at MUSE and a Navy Career
11 Analyst, directly and corruptly demanded, sought, received, and
12 accepted something of value, in return for being influenced to commit
13 and aid in committing, colluding in, and allowing, a fraud on the
14 United States. Specifically, defendant ARAGON corruptly demanded and
15 directed that the Sporting Goods Company receive \$34,689.83 on or

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1 about February 5, 2020, from WRIGHT and CCP, in exchange for
2 defendant ARAGON aiding WRIGHT and CCP in committing fraud on the
3 Navy, namely, falsely billing the Navy, bid-rigging, and falsely
4 certifying and causing others to falsely certify the completion of
5 contracts for the benefit WRIGHT and WRIGHT's company, CCP.

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Deputy Attorney General

8 BILAL A. ESSAYLI
9 First Assistant United States
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