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8 Attorneys for Plaintiff  
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 ALVARO HECTOR MARTINEZ,

16 Defendant.

No. 5:22-cr-00147-FLA

PLEA AGREEMENT FOR DEFENDANT  
ALVARO HECTOR MARTINEZ

17  
 18 1. This constitutes the plea agreement between ALVARO HECTOR  
 19 MARTINEZ ("defendant") and the United States Attorney's Office for  
 20 the Central District of California (the "USAO") in the above-  
 21 captioned case. This agreement is limited to the USAO and cannot  
 22 bind any other federal, state, local, or foreign prosecuting,  
 23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
 27 provided by the Court, appear and plead guilty to counts 3 and 6 of  
 28 the indictment in United States v. ALVARO HECTOR MARTINEZ, No. 5:22-

1 cr-00147-FLA, which charges defendant with possession with intent to  
2 distribute methamphetamine in violation of 21 U.S.C. §§ 841(a)(1),  
3 (b)(1)(A)(viii) (count 3), and being a felon in possession of  
4 firearms and ammunition, in violation 18 U.S.C. § 922(g)(1) (count  
5 6).

6 b. Not contest facts agreed to in this 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 assessments at or before  
19 the time of sentencing unless defendant has demonstrated a lack of  
20 ability to pay such assessments.

21 3. Defendant further agrees:

22 a. To forfeit all right, title, and interest in and to  
23 any and all monies, properties, and/or assets of any kind, derived  
24 from or acquired as a result of, or used to facilitate the commission  
25 of the illegal activity to which defendant is pleading guilty,  
26 specifically including, but not limited to, the following:

27 i. a Sturm, Ruger, and Co., .233 caliber Mini-I4  
28 semi-automatic rifle, bearing serial number 180-32701;

1           ii. a Stoeger, 9mm Cougar 8000-F, bearing serial  
2 number T6429-08-A020238;

3           iii. a Hispano Argentina De Automotives SA, .45  
4 caliber 1911AI semi-automatic pistol, bearing serial number I-00803;

5           iv. four rounds of Federal Cartridge .300 Winchester  
6 caliber ammunition;

7           v. three rounds of Remington-Peters .300 Winchester  
8 caliber ammunition;

9           vi. three rounds of Federal Cartridge 9mm Luger  
10 ammunition;

11           vii. eleven rounds of Guilio, Fiocchi, Lecco 9mm Luger  
12 ammunition;

13           viii. one round of Winchester Western .300 caliber  
14 ammunition; and

15           ix. sixteen rounds of Eldorado Cartridge Corporation  
16 .45 auto caliber ammunition(collectively, the "Forfeitable Assets").

17           b. To the Court's entry of an order of forfeiture at or  
18 before sentencing with respect to the Forfeitable Assets and to the  
19 forfeiture of the assets.

20           c. To take whatever steps are necessary to pass to the  
21 United States clear title to the Forfeitable Assets, including,  
22 without limitation, the execution of a consent decree of forfeiture  
23 and the completing of any other legal documents required for the  
24 transfer of title to the United States.

25           d. Not to contest any administrative forfeiture  
26 proceedings or civil judicial proceedings commenced against the  
27 Forfeitable Assets. If defendant submitted a claim and/or petition  
28 for remission for all or part of the Forfeitable Assets on behalf of

1 himself or any other individual or entity, defendant shall and hereby  
2 does withdraw any such claims or petitions, and further agrees to  
3 waive any right he may have to seek remission or mitigation of the  
4 forfeiture of the Forfeitable Assets.

5 e. Not to assist any other individual in any effort  
6 falsely to contest the forfeiture of the Forfeitable Assets.

7 f. Not to claim that reasonable cause to seize the  
8 Forfeitable Assets was lacking.

9 g. To prevent the transfer, sale, destruction, or loss of  
10 any and all assets described above to the extent defendant has the  
11 ability to do so.

12 h. To fill out and deliver to the USAO a completed  
13 financial statement listing defendant's assets on a form provided by  
14 the USAO.

15 i. That forfeiture of Forfeitable Assets shall not be  
16 counted toward satisfaction of any special assessment, fine,  
17 restitution, costs, or other penalty the Court may impose.

18 THE USAO'S OBLIGATIONS

19 4. The USAO agrees to:

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

21 b. Not argue for a custodial sentence greater than 180  
22 months' imprisonment.

23 c. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 d. At the time of sentencing, move to dismiss the  
26 remaining counts of the indictment as against defendant. Defendant  
27 agrees, however, that at the time of sentencing the Court may  
28 consider any dismissed charges in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any  
2 departure from that range, and the sentence to be imposed.

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

9 NATURE OF THE OFFENSES

10 5. Defendant understands that for defendant to be guilty of  
11 the crime charged in count 3, that is, possession with intent to  
12 distribute methamphetamine in violation of 21 U.S.C. §§ 841(a)(1),  
13 (b)(1)(A)(viii), the following must be true: (1) first, the defendant  
14 knowingly possessed methamphetamine; and (2) second, defendant  
15 possessed the methamphetamine with the intent to distribute it to  
16 another person.

17 6. Defendant understands that for defendant to be subject to  
18 the statutory maximum and statutory minimum sentences set forth  
19 below, the government must prove beyond a reasonable doubt that  
20 defendant possessed with intent to distribute at least 50 grams of  
21 methamphetamine. Defendant admits that defendant, in fact, possessed  
22 with intent to distribute at least 50 grams of methamphetamine, as  
23 alleged in count 3 of the indictment.

24 7. Defendant understands that for defendant to be guilty of  
25 the crime charged in count 6, that is, being a felon in possession of  
26 firearms and ammunition, in violation 18 U.S.C. § 922(g)(1), the  
27 following must be true: (1) the defendant knowingly possessed a  
28 firearm or ammunition; (2) the firearm or ammunition had been shipped

1 or transported from one state to another or between a foreign nation  
2 and the United States; (3) at the time defendant possessed the  
3 firearm or ammunition, defendant had been convicted of a crime  
4 punishable by imprisonment for a term exceeding one year; and (4) at  
5 the time defendant possessed the firearm or ammunition, defendant  
6 knew he had been convicted of a crime punishable by imprisonment for  
7 a term exceeding one year.

8 PENALTIES

9 8. Defendant understands that the statutory maximum sentence  
10 that the Court can impose for a violation of Title 21, United States  
11 Code, Section 841(a), (b)(1)(A)(viii) is: life imprisonment; a  
12 lifetime period of supervised release; a fine of \$10,000,000 or twice  
13 the gross gain or gross loss resulting from the offense, whichever is  
14 greatest; and a mandatory special assessment of \$100.

15 9. Defendant understands that the statutory mandatory minimum  
16 sentence that the Court must impose for a violation of Title 21,  
17 United States Code, Section 841(a), (b)(1)(A)(viii) is: ten years'  
18 imprisonment, followed by a five-year period of supervised release,  
19 and a mandatory special assessment of \$100.

20 10. Defendant understands that the statutory maximum sentence  
21 that the Court can impose for a violation of Title 18, United States  
22 Code, Sections 922(g)(1) is: <sup>10</sup>~~15~~ years imprisonment; a 3-year period  
23 of supervised release; a fine of \$250,000 or twice the gross gain or  
24 gross loss resulting from the offense, whichever is greatest; and a  
25 mandatory special assessment of \$100.

26 11. Defendant understands, therefore, that the total maximum  
27 sentence for all offenses to which defendant is pleading guilty is:  
28 life imprisonment; a lifetime period of supervised release; a fine of

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1 \$10,250,000 or twice the gross gain or gross loss resulting from the  
2 offenses, whichever is greatest; and a mandatory special assessment  
3 of \$200.

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

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

24 14. Defendant understands that under 21 U.S.C. § 862a,  
25 defendant will not be eligible for assistance under state programs  
26 funded under the Social Security Act or Federal Food Stamp Act or for  
27 federal food stamp program benefits, and that any such benefits or  
28



1 assistance received by defendant's family members will be reduced to  
2 reflect defendant's ineligibility.

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

19 FACTUAL BASIS

20 16. Defendant admits that defendant is, in fact, guilty of the  
21 offenses to which defendant is agreeing to plead guilty. Defendant  
22 and the USAO agree to the statement of facts provided below and agree  
23 that this statement of facts is sufficient to support pleas of guilty  
24 to the charges described in this agreement and to establish the  
25 Sentencing Guidelines factors set forth in paragraph 19 below but is  
26 not meant to be a complete recitation of all facts relevant to the  
27 underlying criminal conduct or all facts known to either party that  
28 relate to that conduct.



1 On or about February 10, 2021, a confidential source ("CS")  
2 working with the Drug Enforcement Administration ("DEA") reached out  
3 to a Sinaloan drug trafficker named "Bebe" asking to purchase  
4 methamphetamine and fentanyl pills. Bebe told the CS that he would  
5 supply bulk methamphetamine and fentanyl through the defendant, his  
6 Los Angeles associate. Later that day, and acting at Bebe's  
7 direction, defendant sold approximately 872 grams of methamphetamine  
8 to the CS.

9 Approximately one month later, the CS called Bebe to order 40  
10 pounds of methamphetamine, two kilograms of heroin, and 5,000  
11 fentanyl pills. Bebe agreed to supply the CS with those drugs on or  
12 about March 15, 2021 through the defendant. On or about March 15,  
13 2021, DEA Agents observed defendant leave a residence in Perris,  
14 California ("the Spring Street residence"). At that time, Riverside  
15 County Sheriff's Deputies conducted a traffic stop of defendant's  
16 car. In his car, defendant possessed 35 packages containing  
17 approximately 15.43 kilograms of pure methamphetamine. Defendant  
18 possessed the pure methamphetamine with the intent to distribute it.

19 Following the traffic stop, agents executed a search warrant at  
20 the Spring Street residence. There, they found five containers of  
21 methamphetamine weighing approximately 8.534 kilograms, a Sturm,  
22 Ruger, and Co., .233 caliber Mini-I4 semi-automatic rifle, bearing  
23 serial number 180-32701, a Stoeger, 9mm Cougar 8000-F, bearing serial  
24 number T6429-08-A020238, and a Hispano Argentina De Automotives SA,  
25 .45 caliber 1911AI semi-automatic pistol, bearing serial number I-  
26 00803, and ammunition, namely, four rounds of Federal Cartridge .300  
27 Winchester caliber ammunition, three rounds of Remington-Peters .300  
28 Winchester caliber ammunition, three rounds of Federal Cartridge 9mm

1 Luger ammunition, eleven rounds of Guilio, Fiocchi, Lecco 9mm Luger  
2 ammunition, one round of Winchester Western .300 caliber ammunition,  
3 and sixteen rounds of Eldorado Cartridge Corporation .45 auto caliber  
4 ammunition. Each of these firearms and ammunition had been shipped  
5 or transported from one state to another or between a foreign nation  
6 and the United States. Defendant knowingly possessed these firearms  
7 and ammunition.

8 At the time defendant possessed the firearms and ammunition,  
9 defendant knew he was a felon who had been convicted of the following  
10 crimes, each punishable by imprisonment for a term exceeding one  
11 year: (1) Grand Theft of Personal Property, in violation of  
12 California Penal Code Section 487(a), in the Superior Court for the  
13 State of California, County of Los Angeles, Case Number PA076446, on  
14 or about September 25, 2014; and (2) Possession of a Firearm by a  
15 Felon, in violation of California Penal Code Section 29800(a)(1), in  
16 the Superior Court for the State of California, County of Los  
17 Angeles, Case Number BA416740, on or about January 10, 2014.

18 SENTENCING FACTORS

19 17. 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 between the mandatory minimum and up to the maximum set  
2 by statute for the crimes of conviction.

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

5 Base Offense Level:	38	U.S.S.G. §§ 2D1.1(a)(5),
		(c)(1)
7 Dangerous Weapon	+2	U.S.S.G. §§ 2D1.1(b)(1)

8  
9 Defendant and the USAO reserve the right to argue that additional  
10 specific offense characteristics, adjustments, and departures under  
11 the Sentencing Guidelines are appropriate. Defendant understands  
12 that defendant's offense level could be increased if defendant is a  
13 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
14 offense level is so altered, defendant and the USAO will not be bound  
15 by the agreement to Sentencing Guideline factors set forth above

16  
17 19. Defendant understands that there is no agreement as to  
18 defendant's criminal history or criminal history category.

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

23 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 26 a. The right to persist in a plea of not guilty.
- 27 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 22. 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 23. Defendant agrees that, provided the Court imposes a total  
5 term of imprisonment on all counts of conviction of no more than 180  
6 months, defendant gives up the right to appeal all of the following:  
7 (a) the procedures and calculations used to determine and impose any  
8 portion of the sentence; (b) the term of imprisonment imposed by the  
9 Court; (c) the fine imposed by the Court, provided it is within the  
10 statutory maximum; (d) to the extent permitted by law, the  
11 constitutionality or legality of defendant's sentence, provided it is  
12 within the statutory maximum; (e) the term of probation or supervised  
13 release imposed by the Court, provided it is within the statutory  
14 maximum; and (f) any of the following conditions of probation or  
15 supervised release imposed by the Court: the conditions set forth in  
16 Second Amended General Order 20-04 of this Court; the drug testing  
17 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
18 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

19 24. The USAO agrees that, provided (a) all portions of the  
20 sentence are at or above the statutory minimum and at or below the  
21 statutory maximum specified above and (b) the Court imposes a term of  
22 imprisonment of no less than 120 months, the USAO gives up its right  
23 to appeal any portion of the sentence.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 25. Defendant agrees that if, after entering guilty pleas  
26 pursuant to this agreement, defendant seeks to withdraw and succeeds  
27 in withdrawing defendant's guilty pleas on any basis other than a  
28 claim and finding that entry into this plea agreement was

1 involuntary, then (a) the USAO will be relieved of all of its  
2 obligations under this agreement; and (b) should the USAO choose to  
3 pursue any charge that was either dismissed or not filed as a result  
4 of this agreement, then (i) any applicable statute of limitations  
5 will be tolled between the date of defendant's signing of this  
6 agreement and the filing commencing any such action; and  
7 (ii) defendant waives and gives up all defenses based on the statute  
8 of limitations, any claim of pre-indictment delay, or any speedy  
9 trial claim with respect to any such action, except to the extent  
10 that such defenses existed as of the date of defendant's signing this  
11 agreement.

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

24 EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

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

29. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

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

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



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

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 30. Defendant understands that the Court and the United States  
15 Probation and Pretrial Services Office are not parties to this  
16 agreement and need not accept any of the USAO's sentencing  
17 recommendations or the parties' agreements to facts or sentencing  
18 factors.

19 31. Defendant understands that both defendant and the USAO are  
20 free to: (a) supplement the facts by supplying relevant information  
21 to the United States Probation and Pretrial Services Office and the  
22 Court, (b) correct any and all factual misstatements relating to the  
23 Court's Sentencing Guidelines calculations and determination of  
24 sentence, and (c) argue on appeal and collateral review that the  
25 Court's Sentencing Guidelines calculations and the sentence it  
26 chooses to impose are not error, although each party agrees to  
27 maintain its view that the calculations in paragraph 19 are  
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual  
2 information to the United States Probation and Pretrial Services  
3 Office and the Court, even if that factual information may be viewed  
4 as inconsistent with the facts agreed to in this agreement, this  
5 paragraph does not affect defendant's and the USAO's obligations not  
6 to contest the facts agreed to in this agreement.

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

17 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. 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

*Amanda Elbogen*  
AMANDA B. ELBOGEN  
Assistant United States Attorney

4/26/2023  
Date

*Alvaro Martinez*  
ALVARO HECTOR MARTINEZ  
Defendant

4/26/23  
Date

*Isabel Bussarakum*  
ISABEL BUSSARAKUM  
Attorney for Defendant

4/26/2023  
Date

CERTIFICATION OF DEFENDANT

*I have read this agreement in its entirety.*  
~~This agreement has been read to me in Spanish the language I~~

~~understand best.~~ 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


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

7   
8 \_\_\_\_\_ Date 4/26/23  
9 ALVARO HECTOR MARTINEZ  
Defendant

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25   
26 \_\_\_\_\_ Date 4/26/2023  
27 ISABEL BUSSARAKUM  
Attorney for Defendant ALVARO  
HECTOR MARTINEZ