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 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 MIGUEL ANGEL VEGA,
 17 Defendant.

No. 23-CR-133-PA-1

PLEA AGREEMENT FOR DEFENDANT
 MIGUEL ANGEL VEGA

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:
 27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to Count Two of the

1 indictment in United States v. MIGUEL ANGEL VEGA, No. 23-CR-133-PA-1,
2 which charges defendant with Deprivation of Rights Under Color of
3 Law, in violation of 18 U.S.C. § 242.

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

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

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

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

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

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

19 h. Defendant agrees that any and all criminal debt
20 ordered by the Court will be due in full and immediately. The
21 government is not precluded from pursuing, in excess of any payment
22 schedule set by the Court, any and all available remedies by which to
23 satisfy defendant's payment of the full financial obligation,
24 including referral to the Treasury Offset Program.

25 i. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of a
27 guilty plea, deliver the signed and dated statement, along with all
28 of the documents requested therein, to the USAO by either email at

1 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
2 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
3 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
4 criminal debt shall be assessed based on the completed Financial
5 Disclosure Statement and all required supporting documents, as well
6 as other relevant information relating to ability to pay.

7 j. Authorize the USAO to obtain a credit report upon
8 returning a signed copy of this plea agreement.

9 k. Consent to the USAO inspecting and copying all of
10 defendant's financial documents and financial information held by the
11 United States Probation and Pretrial Services Office.

12 THE USAO'S OBLIGATIONS

13 3. The USAO agrees to:

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

15 b. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 c. At the time of sentencing, move to dismiss the
18 remaining counts of the indictment as against defendant. Defendant
19 agrees, however, that at the time of sentencing the Court may
20 consider any dismissed charges in determining the applicable
21 Sentencing Guidelines range, the propriety and extent of any
22 departure from that range, and the sentence to be imposed.

23 d. At the time of sentencing, provided that defendant
24 demonstrates an acceptance of responsibility for the offense up to
25 and including the time of sentencing, recommend a two-level reduction
26 in the applicable Sentencing Guidelines offense level, pursuant to
27 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
28 additional one-level reduction if available under that section.

1 e. Recommend that defendant be sentenced to a term of
2 imprisonment no higher than the low end of the applicable Sentencing
3 Guidelines range, provided that the offense level used by the Court
4 to determine that range is 17 or higher and provided that the Court
5 does not depart downward in offense level or criminal history
6 category. For purposes of this agreement, the low end of the
7 Sentencing Guidelines range is that defined by the Sentencing Table
8 in U.S.S.G. Chapter 5, Part A.

9 NATURE OF THE OFFENSE

10 4. Defendant understands that for defendant to be guilty of
11 the crime charged in Count Two, that is, Deprivation of Rights Under
12 Color of Law, in violation of Title 18, United States Code, Section
13 242, the following must be true: (1) defendant deprived the person
14 named in the indictment of a right secured by the Constitution or
15 laws of the United States, here, the Fourth Amendment right to be
16 free from unreasonable seizures; (2) defendant acted willfully,
17 specifically intending to deprive the individual of that right;
18 (3) defendant acted under color of law; (4) the person named in the
19 indictment was in the State of California at the time of the offense;
20 and (5) bodily injury resulted from defendant's conduct.

21 PENALTIES AND RESTITUTION

22 5. Defendant understands that the statutory maximum sentence
23 that the Court can impose for a felony violation of Title 18, United
24 States Code, Section 242, is: 10 years' imprisonment; a 3-year period
25 of supervised release; a fine of \$250,000 or twice the gross gain or
26 gross loss resulting from the offense, whichever is greatest; and a
27 mandatory special assessment of \$100.

28

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

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

23 8. Defendant understands that, if defendant is not a United
24 States citizen, the felony conviction in this case may subject
25 defendant to: removal, also known as deportation, which may, under
26 some circumstances, be mandatory; denial of citizenship; and denial
27 of admission to the United States in the future. The Court cannot,
28 and defendant's attorney also may not be able to, advise defendant

1 fully regarding the immigration consequences of the felony conviction
2 in this case. Defendant understands that unexpected immigration
3 consequences will not serve as grounds to withdraw defendant's guilty
4 plea.

5 9. Defendant agrees to make full restitution to the victim of
6 the offense to which defendant is pleading guilty. Defendant agrees
7 that, in return for the USAO's compliance with its obligations under
8 this agreement, the Court may order restitution to persons other than
9 the victim of the offense to which defendant is pleading guilty and
10 in amounts greater than those alleged in the count to which defendant
11 is pleading guilty. In particular, defendant agrees that the Court
12 may order restitution to any victim of any of the following for any
13 losses suffered by that victim as a result: (a) any relevant conduct,
14 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
15 which defendant is pleading guilty; and (b) any counts dismissed.

16 FACTUAL BASIS

17 10. Defendant admits that defendant is, in fact, guilty of the
18 offense to which defendant is agreeing to plead guilty. Defendant
19 and the USAO agree to the statement of facts provided in Attachment A
20 hereto and agree that this statement of facts is sufficient to
21 support a plea of guilty to the charge described in this agreement
22 and to establish the Sentencing Guidelines factors set forth in
23 paragraph 12 below but is not meant to be a complete recitation of
24 all facts relevant to the underlying criminal conduct or all facts
25 known to either party that relate to that conduct.

26 SENTENCING FACTORS

27 11. Defendant understands that in determining defendant's
28 sentence the Court is required to calculate the applicable Sentencing

1 Guidelines range and to consider that range, possible departures
2 under the Sentencing Guidelines, and the other sentencing factors set
3 forth in 18 U.S.C. § 3553(a). Defendant understands that the
4 Sentencing Guidelines are advisory only, that defendant cannot have
5 any expectation of receiving a sentence within the calculated
6 Sentencing Guidelines range, and that after considering the
7 Sentencing Guidelines and the other § 3553(a) factors, the Court will
8 be free to exercise its discretion to impose any sentence it finds
9 appropriate up to the maximum set by statute for the crime of
10 conviction.

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

| | | | |
|----|-------------------------------|----|-------------------------|
| 13 | Base Offense Level: | 12 | U.S.S.G. § 2H1.1(a) (2) |
| 14 | Defendant was a public | | |
| 15 | official at the time of the | | |
| 16 | offense; offense was | | |
| 17 | committed under color of law: | +6 | U.S.S.G. § 2H1.1(b) (1) |
| 18 | Obstructing or impeding the | | |
| 19 | administration of justice: | +2 | U.S.S.G. § 3C1.1 |

20 Defendant and the USAO reserve the right to argue that additional
21 specific offense characteristics, adjustments, and departures under
22 the Sentencing Guidelines are appropriate.

23 13. Defendant understands that there is no agreement as to
24 defendant's criminal history or criminal history category.

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

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 17. Defendant also gives up any right to bring a post-
8 conviction collateral attack on the conviction or sentence, except a
9 post-conviction collateral attack based on a claim of ineffective
10 assistance of counsel, a claim of newly discovered evidence, or an
11 explicitly retroactive change in the applicable Sentencing
12 Guidelines, sentencing statutes, or statute of conviction. Defendant
13 understands that this waiver includes, but is not limited to,
14 arguments that the statute to which defendant is pleading guilty is
15 unconstitutional, and any and all claims that the statement of facts
16 provided herein is insufficient to support defendant's plea of
17 guilty.

18 18. This agreement does not affect in any way the right of the
19 USAO to appeal the sentence imposed by the Court, subject to the
20 limitation set forth in paragraph 20.

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 19. Defendant agrees that, provided the Court imposes a total
23 term of imprisonment on all counts of conviction within or below the
24 range corresponding to an offense level of 17 and the criminal
25 history category calculated by the Court, defendant gives up the
26 right to appeal all of the following: (a) the procedures and
27 calculations used to determine and impose any portion of the
28 sentence; (b) the term of imprisonment imposed by the Court; (c) the

1 fine imposed by the Court, provided it is within the statutory
2 maximum; (d) to the extent permitted by law, the constitutionality or
3 legality of defendant's sentence, provided it is within the statutory
4 maximum; (e) the term of probation or supervised release imposed by
5 the Court, provided it is within the statutory maximum; and (f) any
6 of the following conditions of probation or supervised release
7 imposed by the Court: the conditions set forth in Second Amended
8 General Order 20-04 of this Court; the drug testing conditions
9 mandated by 18 U.S.C. §§ 3563(a) (5) and 3583(d); and the alcohol and
10 drug use conditions authorized by 18 U.S.C. § 3563(b) (7).

11 20. The USAO agrees that, provided (a) all portions of the
12 sentence are at or below the statutory maximum specified above and
13 (b) the Court imposes a term of imprisonment within or above the
14 range corresponding to an offense level of 17 and the criminal
15 history category calculated by the Court, the USAO gives up its right
16 to appeal any portion of the sentence.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 21. Defendant agrees that if, after entering a guilty plea
19 pursuant to this agreement, defendant seeks to withdraw and succeeds
20 in withdrawing defendant's guilty plea on any basis other than a
21 claim and finding that entry into this plea agreement was
22 involuntary, then (a) the USAO will be relieved of all of its
23 obligations under this agreement; and (b) should the USAO choose to
24 pursue any charge that was either dismissed or not filed as a result
25 of this agreement, then (i) any applicable statute of limitations
26 will be tolled between the date of defendant's signing of this
27 agreement and the filing commencing any such action; and
28 (ii) defendant waives and gives up all defenses based on the statute

1 of limitations, any claim of pre-indictment delay, or any speedy
2 trial claim with respect to any such action, except to the extent
3 that such defenses existed as of the date of defendant's signing this
4 agreement.

5 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

9 EFFECTIVE DATE OF AGREEMENT

10 23. This agreement is effective upon signature and execution of
11 all required certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

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

28

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

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

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

13 c. Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to factual basis
16 statement in this agreement; and (iii) any evidence derived from such
17 statements, shall be admissible against defendant in any such action
18 against defendant, and defendant waives and gives up any claim under
19 the United States Constitution, any statute, Rule 410 of the Federal
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
21 Procedure, or any other federal rule, that the statements or any
22 evidence derived from the statements should be suppressed or are
23 inadmissible.

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 26. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

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

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

NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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

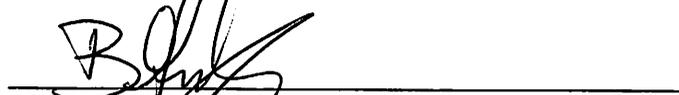


J. JAMARI BUXTON
BRIAN R. FAERSTEIN
Assistant United States Attorneys

9/5/2023
Date


MIGUEL ANGEL VEGA
Defendant

8-31-2023
Date


BRIAN GURWITZ
Attorney for Defendant MIGUEL ANGEL
VEGA

8/31/23
Date

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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.

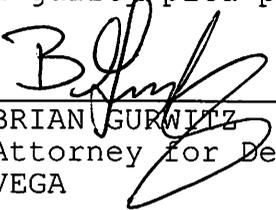
19
20 
MIGUEL ANGEL VEGA
Defendant

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27
28
Date

8-31-2023

CERTIFICATION OF DEFENDANT'S ATTORNEY

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



BRIAN GURWITZ
Attorney for Defendant MIGUEL ANGEL
VEGA

8/31/23

Date

ATTACHMENT A

FACTUAL BASIS

I. Defendants VEGA and HERNANDEZ Falsely Imprisoned J.A.

1. At all times relevant to this Factual Basis, defendant MIGUEL ANGEL VEGA ("defendant VEGA") was a sworn law enforcement officer and deputy employed by the Los Angeles County Sheriff's Department ("LASD"). Defendant VEGA was assigned to work at LASD's Compton Station in Compton, California.

2. On the afternoon of April 13, 2020, defendant VEGA was assigned to a patrol shift and was working with his partner, defendant CHRISTOPHER BLAIR HERNANDEZ ("defendant HERNANDEZ"), who also was a sworn law enforcement officer and deputy employed by the LASD. Defendants VEGA and HERNANDEZ were patrolling the area near Wilson Park in Compton as part of their official duties for LASD. Defendants VEGA and HERNANDEZ were in full uniform and were traveling in a marked LASD sports utility vehicle (the "SUV"). Defendant VEGA was driving the SUV during the patrol shift.

3. Shortly after 2:30 p.m. that day, defendants VEGA and HERNANDEZ saw two young African-American males outside an enclosed skateboard park within Wilson Park (the "skatepark"). An approximately 10-to-12-foot wrought-iron fence surrounded the perimeter of the skatepark. After seeing the males, one of whom defendant VEGA believed was associated with a street gang, defendant VEGA drove the SUV over a curb and parked the SUV on the grass near the skatepark. Defendants VEGA and HERNANDEZ then got out of the SUV and made contact with the African-American males, during which they directed the males to lift up their shirts to search for possible firearms, which the males did not possess.

DEFT. INITIALS 

1 4. Approximately 10-15 people were inside the enclosed
2 skatepark during the encounter between defendants VEGA and HERNANDEZ
3 and the African-American males. Among them was Victim J.A. From
4 inside the skatepark, J.A. yelled at defendants VEGA and HERNANDEZ to
5 leave the African-American males alone. Defendant VEGA began yelling
6 back at J.A., saying words to the effect of, "shut the fuck up," and
7 challenged J.A. to a fight. Following defendant VEGA's challenge to
8 a fight, J.A. and defendant VEGA continued exchanging words,
9 including profanities. J.A. did not threaten defendants VEGA and
10 HERNANDEZ or anyone else at the skatepark at any time.

11 5. While J.A. and defendant VEGA continued to exchange words,
12 defendants VEGA and HERNANDEZ got back into the SUV, drove a short
13 distance toward an opening in the skatepark fence, and then got out
14 of the SUV again. Defendant VEGA directed J.A. to come to the
15 opening in the fence, grabbed J.A., and placed J.A. in the back of
16 the SUV, confining J.A. inside, as defendant HERNANDEZ looked on.
17 Defendant VEGA detained J.A. in the SUV because he was angry that
18 J.A. had told defendants VEGA and HERNANDEZ to leave the young
19 African-American males alone and wanted to teach J.A. a lesson.
20 Defendant VEGA understood in that moment and at all other times that
21 day that he and defendant HERNANDEZ did not have any lawful basis to
22 detain or arrest J.A. At no point during the encounter, or any other
23 point that day, did defendant VEGA believe that J.A. was under the
24 influence of a stimulant.

25 6. Neither defendant VEGA nor defendant HERNANDEZ handcuffed
26 J.A. before defendant VEGA placed J.A. in the back of the SUV.
27 Defendants VEGA and HERNANDEZ also did not secure J.A.'s seatbelt,
28 did not tell J.A. that J.A. was under arrest, and did not inform J.A.

1 of J.A.'s rights at any time. Nor did defendants VEGA and HERNANDEZ
2 conduct any field sobriety tests to determine whether J.A. was
3 potentially under the influence of a stimulant.

4 7. After detaining J.A. in the back of the SUV, defendants
5 VEGA and HERNANDEZ got back inside the SUV. Defendant VEGA noticed
6 that some of the people within the skatepark were recording the
7 encounter with J.A. on their cellular phones. Defendant VEGA drove
8 away from the skatepark in part because he did not want the encounter
9 to be captured on video. At no time did defendants VEGA and
10 HERNANDEZ utilize their LASD radios to alert any other LASD personnel
11 that they had detained J.A., to request backup or supervisors to
12 respond to the skatepark or any other location, or otherwise to
13 inform any other LASD personnel about what happened at the skatepark
14 or where they were taking J.A.

15 8. During the events at the skatepark, the crowd of onlookers
16 remained inside the skatepark, separated from defendants VEGA and
17 HERNANDEZ and the SUV by the 10-to-12-foot wrought-iron fence. The
18 onlookers did not pose any danger to defendants VEGA and HERNANDEZ.
19 None of the onlookers threatened defendants VEGA and HERNANDEZ. None
20 of the onlookers advanced on defendants VEGA and HERNANDEZ or the
21 SUV. And none of the onlookers followed the SUV as it drove away
22 from the skatepark. Had defendants VEGA and HERNANDEZ wanted or
23 intended to do so, they had ample time and opportunity to safely
24 handcuff J.A., to secure J.A.'s seatbelt, and to conduct field
25 sobriety tests on J.A., either at the skatepark or at a nearby
26 location.

27 9. After leaving the Wilson Park area, defendant VEGA drove
28 the SUV north on Alameda Street. As they drove, defendant VEGA

1 continued to taunt and threaten J.A. Among other things, defendant
2 VEGA stated that defendants VEGA and HERNANDEZ were going to drop off
3 J.A. in the territory of a street gang that was prominent in the
4 general area. Defendant VEGA made this threat to intimidate J.A. by
5 implying that they were going to find gang members to beat up J.A.
6 Defendant VEGA had never seen J.A. or heard J.A.'s name prior to the
7 encounter that day at the skatepark, and even though defendant VEGA
8 believed that people associated with a street gang frequented the
9 skatepark, defendant VEGA had no knowledge or reason to believe that
10 J.A. was a gang member.

11 10. While confined in the back of the SUV, J.A. asked
12 defendants VEGA and HERNANDEZ multiple times why he was being
13 detained, but defendants VEGA and HERNANDEZ ignored J.A.'s questions.
14 Defendant VEGA decided to concoct a story that he and defendant
15 HERNANDEZ were arresting J.A. for being under the influence of a
16 stimulant as a pretext to justify defendants VEGA and HERNANDEZ's
17 unlawful false imprisonment of J.A. From defendant VEGA's experience
18 as an LASD deputy, he believed that he and defendant HERNANDEZ could
19 book J.A. for that offense without being questioned by other LASD or
20 jail personnel given the subjective nature of the offense. As part
21 of defendant VEGA's plan to fabricate a false story and falsely
22 allege that J.A. was under the influence of a stimulant, and to
23 signal his plan to defendant HERNANDEZ, defendant VEGA asked J.A.
24 while J.A. was confined in the back of the SUV if J.A. was taking any
25 medications. Because the purported basis for the false detention and
26 arrest was fabricated, defendants VEGA and HERNANDEZ never took any
27 steps to determine whether J.A. actually exhibited any signs of being
28 under the influence of a controlled substance.

1 **II. Defendant VEGA Caused J.A. To Be Injured in a Traffic Collision**
2 **in the SUV, After Which Defendants VEGA and HERNANDEZ Concealed**
3 **Information About J.A. From Their Supervisor**

4 11. While continuing to drive with J.A. confined in the back of
5 the SUV, defendants VEGA and HERNANDEZ saw a group of young males on
6 bicycles near the intersection of Alameda Street and 129th Street in
7 Compton. Defendant VEGA saw what he believed to be a look of
8 surprise and fear on the face of one of the males upon encountering
9 the LASD deputies and therefore formed the belief that the male may
10 possess a firearm.

11 12. Defendant VEGA began pursuing the bicyclist in the SUV, and
12 the male turned down an alleyway on his bicycle. Defendant VEGA
13 stopped the SUV at the entry of the alley so that defendant HERNANDEZ
14 could get out of the vehicle. Defendant VEGA then continued
15 following the bicyclist down the alley, with J.A. still confined in
16 the back of the SUV and not secured by a seatbelt. Defendant VEGA
17 believed he saw the bicyclist toss a dark object over his head into a
18 yard running alongside the south wall of the alley. Moments later,
19 as defendant VEGA continued pursuing the bicyclist down the alley, he
20 crashed the SUV into one of the walls of the alley and a parked car.

21 13. During the collision, J.A. injured J.A.'s head, sustaining
22 a cut above J.A.'s eye. Due to damage the SUV sustained in the
23 collision and based on the positioning of the SUV, defendant VEGA had
24 to climb out of the driver-side front window of the SUV. J.A., who
25 was still confined in the back of the SUV, asked defendant VEGA
26 multiple times to let J.A. go. J.A. promised defendant VEGA that
27 J.A. would not say anything about what happened that day if defendant
28 VEGA freed J.A. Defendant VEGA told J.A. to "shut up for a second,"
or words to that effect. Defendant VEGA then let J.A. out of the SUV

1 and told J.A. words to the effect of "get out of here." After
2 getting out of the SUV, J.A. told defendant VEGA that J.A. had
3 sustained a cut to J.A.'s head during the collision. Concerned that
4 J.A. was lingering for too long and that bystanders would see and
5 interact with J.A., defendant VEGA told J.A., "Dude, get the fuck out
6 of here," or words to that effect. J.A. complied and walked west
7 through the alley, out of defendant VEGA's sight. Defendant VEGA
8 wanted J.A. to flee the scene as quickly as possible and not tell
9 anyone about the events of that day because, among other reasons,
10 defendant VEGA knew that he and defendant HERNANDEZ did not have any
11 lawful basis to detain J.A.

12 14. After the collision, defendant VEGA began reporting over
13 LASD radio that he was pursuing a suspect with a gun who was fleeing.
14 Defendant VEGA further reported over LASD radio that he had been
15 involved in a traffic collision and that the suspect had tossed an
16 article in the alley. However, defendant VEGA did not disclose that
17 a person whom defendants VEGA and HERNANDEZ had detained (i.e., J.A.)
18 had been in the SUV at the time of the collision.

19 15. Numerous deputies began responding to the area to search
20 for the suspect and the article the suspect discarded, according to
21 defendant VEGA's report. Defendant VEGA contacted and asked
22 defendant HERNANDEZ, who got out of the SUV before the pursuit and
23 collision in the alley, to meet him in the alley near the wrecked
24 SUV. When they met, defendant HERNANDEZ asked defendant VEGA where
25 J.A. was. Defendant VEGA replied that he had "kicked" J.A., by which
26 defendant VEGA meant that he let J.A. go after the traffic collision.
27 Unbeknownst to defendant VEGA, another responding LASD deputy
28 encountered J.A. on a neighboring street while searching for the gun

1 suspect whom defendant VEGA had reported and independently re-
2 detained J.A. believing, incorrectly, that J.A. was the gun suspect
3 whom defendant VEGA had been pursuing in the alley.

4 16. At some point, defendant VEGA was informed that a potential
5 gun suspect had been detained by other deputies on a neighboring
6 street. Defendant VEGA responded to the other deputies' patrol
7 vehicle to view the apprehended person. Defendant VEGA looked in the
8 backseat of the other deputies' patrol vehicle and was surprised to
9 see J.A., whom defendant VEGA hoped had fled the area. Defendant
10 VEGA told the other deputies that J.A. was not the gun suspect and
11 explained that J.A. was in the backseat of the SUV at the time of the
12 collision. Defendant VEGA told the other deputies to let J.A. go,
13 but one or both of the other deputies said they could not let J.A. go
14 because J.A. was injured. Defendant VEGA instructed the other
15 deputies to "just hold on to" J.A., or words to that effect, for the
16 time being.

17 17. At another point, Sergeant-1, who was defendants VEGA and
18 HERNANDEZ's supervisor, and who had responded to the alley near the
19 site of the traffic collision, spoke with defendants VEGA and
20 HERNANDEZ in the alley. Defendants VEGA and HERNANDEZ told Sergeant-
21 1 that they were okay, and that defendant HERNANDEZ had not been in
22 the SUV at the time of the collision. However, neither defendant
23 VEGA nor defendant HERNANDEZ disclosed to Sergeant-1 that they had
24 detained J.A. in the back of the SUV following the encounter at the
25 skatepark or that J.A. had been in the SUV during the collision.
26 Defendant VEGA knew that it was wrong to conceal this information
27 from Sergeant-1 and that this information would be important to
28 Sergeant-1. Defendant VEGA feared that disclosing the information

1 would get defendants VEGA and HERNANDEZ into trouble because they had
2 no lawful basis to detain J.A. and because they had violated LASD
3 policy by not handcuffing J.A. or securing J.A.'s seatbelt in the
4 SUV.

5 **III. Defendants VEGA and HERNANDEZ Falsely Alleged That They Had**
6 **Detained J.A. for Being Under the Influence of Methamphetamine**
7 **and Falsified Two Incident Reports to Cover Up Their Unlawful**
8 **Conduct**

8 18. Despite an extensive search, LASD deputies were unable to
9 find either the suspect defendant VEGA had reported pursuing or the
10 article the suspect reportedly had tossed while fleeing.

11 19. At some point later that day, after defendant VEGA
12 initially concealed the information during his LASD radio report of
13 the traffic collision and his initial meeting with Sergeant-1,
14 defendant VEGA finally disclosed to Sergeant-1 that J.A. had been in
15 the back of the SUV at the time of the collision. When Sergeant-1
16 asked why J.A. had been in the SUV at the time of the collision,
17 defendant VEGA told Sergeant-1, "11550," referring to the provision
18 under the California Health and Safety Code for being under the
19 influence of a controlled substance. J.A., who was later treated at
20 the hospital with stitches for the cut above J.A.'s right eye that
21 J.A. sustained during the traffic collision, was issued a citation at
22 the hospital for being under the influence of methamphetamine, in
23 violation of California Health and Safety Code Section 11550. The
24 citation was issued to J.A. by another LASD deputy at defendant
25 HERNANDEZ's direction, consistent with defendant VEGA's plan to
26 fabricate the allegation that J.A. was under the influence of a
27 stimulant and to cover up defendant VEGA and HERNANDEZ's unlawful
28 detention of J.A. at the skatepark.

DEFT. INITIALS M

1 20. Defendants VEGA and HERNANDEZ eventually returned to
2 Compton Station and went to the report writing room to prepare two
3 separate incident reports regarding the day's events. One report,
4 identified as LASD Incident Report No. 920-04690-2822-399, described
5 the alleged circumstances surrounding defendants VEGA and HERNANDEZ's
6 detention of J.A. at the skatepark (the "detention report"). The
7 other report, identified as LASD Incident Report No. 920-04687-2820-
8 151, described the alleged circumstances surrounding defendant VEGA's
9 pursuit of the young male on a bicycle and the resulting traffic
10 collision (the "collision report").

11 21. Defendants VEGA and HERNANDEZ sat at different computer
12 terminals and took turns working on the detention report and the
13 collision report. Defendants VEGA and HERNANDEZ wrote the reports
14 together and coordinated drafting the reports by adding, deleting,
15 and changing information. When the detention and collision reports
16 were complete, defendants VEGA and HERNANDEZ reviewed the reports and
17 submitted them to a supervisor for review. After receiving comments
18 from Sergeant-1, defendants VEGA and HERNANDEZ later revised and re-
19 submitted the reports.

20 22. Because defendants VEGA and HERNANDEZ violated LASD policy
21 by (1) detaining J.A. without any lawful basis, and (2) defendant
22 VEGA simply releasing J.A., a detained suspect, following the
23 collision in the alley, only for J.A. to be independently re-detained
24 by another deputy and placed in another LASD vehicle, defendants VEGA
25 and HERNANDEZ intentionally included false, misleading, and ambiguous
26 information in the detention and collision reports designed to
27 falsely justify and legitimize, and ultimately cover up, their
28 unlawful conduct.

1 23. Specifically, in the detention report, defendants VEGA and
2 HERNANDEZ falsely claimed that they detained J.A. because J.A.
3 exhibited symptoms of a person under the influence of a stimulant,
4 including, purportedly, profuse sweating, rapid speech, muttering
5 unknown words, erratic behavior, teeth grinding, heavy breathing, and
6 dilated pupils. In fact, as defendants VEGA and HERNANDEZ knew, J.A.
7 did not exhibit such symptoms. Defendants VEGA and HERNANDEZ further
8 falsely claimed in the detention report that J.A. threatened to harm
9 people in the skatepark; that J.A. also threatened to harm defendants
10 VEGA and HERNANDEZ; and that the crowd of people in the skatepark
11 continued to move toward the SUV as defendants VEGA and HERNANDEZ
12 drove away from the skatepark, the latter of which purportedly
13 explained why defendants VEGA and HERNANDEZ chose, for purported
14 safety reasons, not to handcuff, secure, or administer field sobriety
15 tests to J.A. Defendants VEGA and HERNANDEZ knew that none of these
16 "facts" occurred.

17 24. The detention report authored by defendants VEGA and
18 HERNANDEZ also referenced the subsequent traffic collision and
19 falsely claimed that after the crash, defendant VEGA requested an
20 assisting unit to respond, checked J.A. for injuries, and that J.A.
21 was placed in the patrol vehicle of an assisting unit and detained
22 until paramedics arrived, when, in fact, as defendants VEGA and
23 HERNANDEZ knew, defendant VEGA had instead simply released J.A. from
24 the SUV without checking J.A. for injuries or placing him in a patrol
25 vehicle until paramedics arrived. Likewise, in the collision report,
26 defendants VEGA and HERNANDEZ again falsely claimed that while
27 assisting units were setting up a containment area following the
28 traffic collision, defendant VEGA transferred J.A. to another patrol

1 vehicle, when, in fact, as defendants VEGA and HERNANDEZ knew,
2 defendant VEGA never transferred J.A. to another patrol vehicle.

3 25. Defendant VEGA knew when he and defendant HERNANDEZ wrote
4 and endorsed all of these statements that the statements were
5 deliberately false, and he made them intending to conceal and cover
6 up their unlawful conduct from April 13, 2020.

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