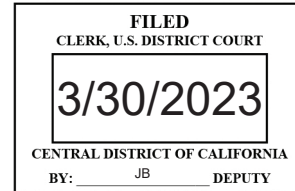


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 9



10 Attorneys for Plaintiff
 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.

No. CR 8:23-cr-00034-CJC
PLEA AGREEMENT FOR DEFENDANT
SASHA LIZETTE JIMENEZ

16 SASHA LIZETTE JIMENEZ,
 aka "sa.sweetss,"
 17 aka "sweets,"
 aka "Sa,"
 18 Defendant.
 19

20
 21 1. This constitutes the plea agreement between SASHA LIZETTE
 22 JIMENEZ ("defendant") and the United States Attorney's Office for
 23 the Central District of California (the "USAO") in the investigation
 24 of defendant for conspiracy to commit a bank fraud scheme and
 25 aggravated identity theft, described in the agreed-to factual basis
 26 set forth in paragraph 11 below. This agreement is limited to the
 27 USAO and cannot bind any other federal, state, local, or foreign
 28 prosecuting, enforcement, administrative, or regulatory authority.

AVJ

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with conspiracy to commit bank fraud in violation of 18 U.S.C. § 1349.

b. Not contest facts agreed to in this agreement.

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

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

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

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

g. Agree to and not oppose the imposition of the following conditions of probation or supervised release: The defendant shall submit defendant's person and any property under defendant's control, including any residence, vehicle, papers, computer and other electronic communication or data storage devices and media, and effects, to suspicion-less search and seizure at any time of the day or night by any law enforcement or probation officer, with or without a warrant, and with or without cause; and if stopped

1 or questioned by a law enforcement officer for any reason, defendant
2 shall notify that officer that defendant is on federal supervised
3 release and subject to search.

4 h. Pay the applicable special assessment at or before the
5 time of sentencing unless defendant has demonstrated a lack of
6 ability to pay such assessments.

7 i. At or before the time of sentencing, make a
8 prejudgment payment by delivering a certified check or money order to
9 the Fiscal Clerk of the Court in the amount of \$15,000 to be applied
10 to satisfy defendant's anticipated criminal debt. Payments may be
11 made to the Clerk, United States District Court, Fiscal Department,
12 255 East Temple Street, Room 1178, Los Angeles, California 90012.

13 j. Defendant agrees that any and all criminal debt
14 ordered by the Court will be due in full and immediately. The
15 government is not precluded from pursuing, in excess of any payment
16 schedule set by the Court, any and all available remedies by which to
17 satisfy defendant's payment of the full financial obligation,
18 including referral to the Treasury Offset Program.

19 k. Complete the Financial Disclosure Statement on a form
20 provided by the USAO and, within 30 days of defendant's entry of a
21 guilty plea, deliver the signed and dated statement, along with all
22 of the documents requested therein, to the USAO by either email at
23 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
24 Litigation Section at 300 North Los Angeles Street, Defendant agrees
25 that defendant's ability to pay criminal debt shall be assessed based
26 on the completed Financial Disclosure Statement and all required
27 supporting documents, as well as other relevant information relating
28 to ability to pay.

1 l. Authorize the USAO to obtain a credit report upon
2 returning a signed copy of this plea agreement.

3 m. Consent to the USAO inspecting and copying all of
4 defendant's financial documents and financial information held by the
5 United States Probation and Pretrial Services Office.

6 n. Defendant further agrees:

7 i. To forfeit all right, title, and interest in and
8 to any and all monies, properties, and/or assets of any kind, derived
9 from or acquired as a result of, or used to facilitate the commission
10 of, or involved in the illegal activity to which defendant is
11 pleading guilty, specifically including, but not limited to, the
12 following: \$44,777 in U.S. currency (collectively, the "Forfeitable
13 Property").

14 ii. To the Court's entry of an order of forfeiture at
15 or before sentencing with respect to the Forfeitable Property and to
16 the forfeiture of the property.

17 iii. That the Preliminary Order of Forfeiture shall
18 become final as to the defendant upon entry.

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

24 v. Not to contest any administrative forfeiture
25 proceedings or civil judicial proceedings commenced against the
26 Forfeitable Property. If defendant submitted a claim and/or petition
27 for remission for all or part of the Forfeitable Property on behalf
28 of herself or any other individual or entity, defendant shall and

1 hereby does withdraw any such claims or petitions, and further agrees
2 to waive any right she may have to seek remission or mitigation of
3 the forfeiture of the Forfeitable Property. Defendant further waives
4 any and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or
5 requirements of the Government to commence forfeiture actions
6 pursuant to 18 U.S.C. § 924(d)(1).

7 vi. Not to assist any other individual in any effort
8 falsely to contest the forfeiture of the Forfeitable Property.

9 vii. Not to claim that reasonable cause to seize the
10 Forfeitable Property was lacking.

11 viii. To prevent the transfer, sale, destruction,
12 or loss of the Forfeitable Property to the extent defendant has the
13 ability to do so.

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

17 o. With respect to any criminal forfeiture ordered as a
18 result of this plea agreement, defendant waives: (1) the requirements
19 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
20 notice of the forfeiture in the charging instrument, announcements of
21 the forfeiture sentencing, and incorporation of the forfeiture in the
22 judgment; (2) all constitutional and statutory challenges to the
23 forfeiture (including by direct appeal, habeas corpus or any other
24 means); and (3) all constitutional, legal, and equitable defenses to
25 the forfeiture of the Forfeitable Property in any proceeding on any
26 grounds including, without limitation, that the forfeiture
27 constitutes an excessive fine or punishment. Defendant acknowledges
28 that forfeiture of the Forfeitable Property is part of the sentence

1 that may be imposed in this case and waives any failure by the Court
2 to advise defendant of this, pursuant to Federal Rule of Criminal
3 Procedure 11(b) (1) (J), at the time the Court accepts defendant's
4 guilty plea.

5 THE USAO'S OBLIGATIONS

6 3. The USAO agrees to:

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

8 b. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 c. At the time of sentencing, provided that defendant
11 demonstrates an acceptance of responsibility for the offense up to
12 and including the time of sentencing, recommend a two-level reduction
13 in the applicable Sentencing Guidelines offense level, pursuant to
14 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
15 additional one-level reduction if available under that section.

16 d. Except for criminal tax violations (including
17 conspiracy to commit such violations chargeable under 18 U.S.C.
18 § 371), not further criminally prosecute defendant for violations of
19 18 U.S.C. §§ 371, 641, 1028, 1028A, 1029, 1343 and 1344 arising out
20 of defendant's conduct described in the agreed-to factual basis set
21 forth in paragraph 11 below. Defendant understands that the USAO is
22 free to criminally prosecute defendant for any other unlawful past
23 conduct or any unlawful conduct that occurs after the date of this
24 agreement. Defendant agrees that at the time of sentencing the Court
25 may consider the uncharged conduct in determining the applicable
26 Sentencing Guidelines range, the propriety and extent of any
27 departure from that range, and the sentence to be imposed after
28

1 consideration of the Sentencing Guidelines and all other relevant
2 factors under 18 U.S.C. § 3553(a).

3 e. Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable Sentencing
5 Guidelines range, provided that the offense level used by the Court
6 to determine that range is 24 or higher and provided that the Court
7 does not depart downward in offense level or criminal history
8 category. For purposes of this agreement, the low end of the
9 Sentencing Guidelines range is that defined by the Sentencing Table
10 in U.S.S.G. Chapter 5, Part A.

11 NATURE OF THE OFFENSE

12 4. Defendant understands that for defendant to be guilty of
13 the crime charged in the sole count of the information, that is,
14 conspiracy to commit bank fraud, in violation of 18 U.S.C. § 1349,
15 the following must be true: (a) there was an agreement between two
16 or more persons to commit the crime of bank fraud in violation of 18
17 U.S.C. § 1344(2); and (b) defendant became a member of the conspiracy
18 knowing of at least one its objects and intending to help accomplish
19 it.

20 5. Defendant further understands that the elements of the
21 crime of bank fraud, in violation of 18 U.S.C. § 1344(2), the object
22 of the conspiracy charged in the sole count of the information, are:
23 (1) defendant knowingly carried out a scheme or plan to obtain money
24 or property from a financial institution by making false statements
25 or promises; (2) defendant knew that the statements or promises were
26 false; (3) the statements or promises were material; that is, they
27 had a natural tendency to influence, or were capable of influencing,
28 a financial institution to part with money or property; (4) the

1 defendant acted with the intent to defraud; and (5) the financial
2 institution was federally insured.

3 PENALTIES AND RESTITUTION

4 6. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of 18 U.S.C. § 1349,
6 Conspiracy to Commit Bank Fraud, as charged in the Information, is:
7 30 years' imprisonment; a five-year period of supervised release; a
8 fine of \$1 million or twice the gross gain or loss resulting from the
9 offense, whichever is greatest; and a mandatory special assessment of
10 \$100.

11 7. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be subject
13 to various restrictions and requirements. Defendant understands that
14 if defendant violates one or more of the conditions of any supervised
15 release imposed, defendant may be returned to prison for all or part
16 of the term of supervised release authorized by statute for the
17 offense that resulted in the term of supervised release, which could
18 result in defendant serving a total term of imprisonment greater than
19 the statutory maximum stated above.

20 8. Defendant understands that defendant will be required to
21 pay full restitution to the victim(s) of the offense to which
22 defendant is pleading guilty. Defendant agrees that, in return for
23 the USAO's compliance with its obligations under this agreement, the
24 Court may order restitution to persons other than the victim(s) of
25 the offense to which defendant is pleading guilty and in amounts
26 greater than those alleged in the count to which defendant is
27 pleading guilty. In particular, defendant agrees that the Court may
28 order restitution to any victim of any of the following for any

1 losses suffered by that victim as a result: (a) any relevant conduct,
2 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
3 which defendant is pleading guilty; and (b) any charge not prosecuted
4 pursuant to this agreement as well as all relevant conduct, as
5 defined in U.S.S.G. § 1B1.3, in connection with those charges. The
6 parties currently believe that the applicable amount of restitution
7 is approximately \$2,304,203.90, but recognize and agree that this
8 amount could change based on facts that come to the attention of the
9 parties prior to sentencing.

10 9. 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. Defendant
14 understands that she is pleading guilty to a felony and that it is a
15 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 10. Defendant and her counsel have discussed the fact that, and
24 defendant understands that, if defendant is not a United States
25 citizen, the conviction in this case makes it practically inevitable
26 and a virtual certainty that defendant will be removed or deported
27 from the United States. Defendant may also be denied United States
28 citizenship and admission to the United States in the future.

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

12 FACTUAL BASIS

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

22 Conspiracy to Commit EDD Fraud and Identity Theft

23 Beginning no later than in or around March 2020 and continuing
24 until at least in or around March 2022, in Los Angeles County, within
25 the Central District of California, and elsewhere, defendant
26 conspired and agreed with others known and unknown to execute a
27 fraudulent scheme to deceive and cheat and obtain money from
28 California Employment Development Department ("EDD") which

1 administered unemployment insurance ("UI") benefits for residents of
2 California, including Pandemic Unemployment Assistance benefits to
3 individuals who were unemployed because of the COVID-19 pandemic
4 ("pandemic benefits"), and Bank of America, NA ("Bank of America"), a
5 financial institution that was insured by the Federal Deposit
6 Insurance Company, by means of material false and fraudulent
7 pretenses, representations, and promises, and the concealment of
8 material facts.

9 As part of their scheme, defendant and her coconspirators would
10 obtain stolen personal identifying information ("PII") of victims,
11 including on dark-web internet websites, and defendant would maintain
12 that victim PII in notebook ledgers and other locations. Defendant
13 and coconspirators would use the victims' PII to submit fraudulent
14 online applications to EDD for UI benefits, including pandemic
15 benefits (the "fraudulent EDD applications"). Defendant and
16 conspirators would assume the victims' identities and use the
17 victims' PII to provide materially false information to EDD on the
18 fraudulent EDD applications, including to certify to EDD under the
19 penalties of perjury that that the alleged applicants were residents
20 of California who were unemployed as a direct result of the COVID-19
21 pandemic. The alleged applicants included individuals who resided
22 outside the state of California or were deceased, or who were
23 otherwise not eligible for UI benefits, including pandemic benefits.
24 Defendant and coconspirators would provide EDD with a set of common
25 mailing addresses for multiple applications, that they controlled.

26 By submitting the fraudulent EDD applications, defendant and
27 other coconspirators would cause EDD to authorize pandemic benefits
28 to be provided to individuals who were ineligible for pandemic

1 benefits, including individuals who were ineligible for pandemic
2 benefits because they resided outside the state of California or were
3 deceased, among other things.

4 After EDD approved the fraudulent EDD applications and disbursed
5 the pandemic benefits funds to the EDD debit accounts, and Bank of
6 America issued the EDD debit cards linked to those accounts,
7 defendant and her coconspirators would fraudulently assume the
8 identities of the EDD debit account holders and use the corresponding
9 EDD debit cards to make fraudulent cash withdrawals of pandemic
10 benefits from ATMs in Los Angeles and Orange Counties in the Central
11 District of California, as well as San Diego County in the Southern
12 District of California, and Maricopa County in the District of
13 Arizona, including at ATMs that Bank of America operated.

14 In furtherance of the conspiracy and to accomplish its objects,
15 defendant, together with her coconspirators, on or about the dates
16 set forth below, committed various overt acts within the Central
17 District of California, and elsewhere, including, but not limited to,
18 the following:

- 19 - On July 28, 2020, coconspirators electronically filed a
20 fraudulent application for pandemic assistance benefits in
21 the name of victim N.S., an out-of-state resident, which was
22 approved by EDD, using N.S.'s PII contained in defendant's
23 ledgers.
- 24 - On July 29, 2020, coconspirators electronically filed a
25 fraudulent application for pandemic assistance benefits in
26 the name of victim S.S., an out-of-state resident, which was
27 approved by EDD, using S.S.'s PII contained in defendant's
28 cell phone.

- 1 - On August 9, 2020, coconspirators electronically filed a
2 fraudulent application for pandemic assistance benefits in
3 the name of victim J.B., an out-of-state resident, which was
4 approved by EDD, using J.B.'s PII contained in defendant's
5 cell phone.
- 6 - On August 25, 2020, coconspirators electronically filed a
7 fraudulent application for pandemic assistance benefits in
8 the name of victim D.L., an out-of-state resident, which was
9 approved by EDD, using D.L.'s PII and a common mailing
10 address, which the coconspirators, including defendant and
11 other coconspirators had access to and controlled.
- 12 - On August 26, 2020, coconspirators electronically filed a
13 fraudulent application for pandemic assistance benefits in
14 the name of victim C.K., an out-of-state resident, which was
15 approved by EDD, using C.K.'s PII and a common mailing
16 address, which the coconspirators, including defendant and
17 other coconspirators had access to and controlled.
- 18 - On August 28, 2020, coconspirators electronically filed a
19 fraudulent application for pandemic assistance benefits in
20 the name of victim S.G., an out-of-state resident, which was
21 approved by EDD, using S.G.'s PII contained in defendant's
22 cell phone.
- 23 - On August 28, 2020, coconspirators electronically filed a
24 fraudulent application for pandemic assistance benefits in
25 the name of victim R.B., a victim who died in 2015, using
26 R.B.'s PII and a common mailing address, which the
27 coconspirators, including defendant and other coconspirators
28 had access to and controlled.

- 1 - On or about April 20, 2021, a coconspirator texted defendant,
2 "It said the funds were put into the account I sent to check
3 rn but she turned this card off or something," to which
4 defendant responded "What card." The coconspirator
5 responded, "The edd one member u gave it to me???" to which
6 JIMENEZ responded "Ya." The coconspirator continued, "I
7 found it n that's what made me log into her account n that's
8 why I said maybe we can still get money."
- 9 - On July 12, 2021, coconspirators electronically filed a
10 fraudulent application for pandemic assistance benefits in
11 the name of victim I.S., an out-of-state resident, which was
12 approved by EDD, using I.S.'s PII contained in defendant's
13 ledgers. The application claimed that I.S. was "Laid Off/No
14 Work" on July 10, 2021. I.S. has no record of employment in
15 California with EDD at any time from 2018 through the July
16 2022, and had an out-of-state driver's license from 2017
17 through the present. In total, \$14,250 in fraudulent
18 unemployment benefits were issued in connection with the EDD
19 debit card in the name of I.S.
- 20 - On July 13, 2021, coconspirators electronically filed a
21 fraudulent application for pandemic assistance benefits in
22 the name of victim T.M., an out-of-state resident, which was
23 approved by EDD, using T.M.'s PII contained in defendant's
24 ledgers.
- 25 - On July 30, 2021, coconspirators electronically filed a
26 fraudulent application for pandemic assistance benefits in
27 the name of victim S.O., an out-of-state resident, which was
28

- 1 approved by EDD, using S.O.'s PII contained in defendant's
2 ledgers.
- 3 - On August 1, 2021, coconspirators electronically filed a
4 fraudulent application for pandemic assistance benefits in
5 the name of victim M.T., an out-of-state resident, which was
6 approved by EDD, using M.T.'s PII contained in defendant's
7 ledgers.
- 8 - On August 14, 2021, defendant, using an EDD debit card ending
9 in 6067, issued in the name of victim I.S., withdrew \$1,000
10 from a Bank of America ATM in North Hollywood, Los Angeles
11 County, within the Central District of California.
- 12 - On August 15, 2021, defendant, using an EDD debit card ending
13 in 6067, issued in the name of victim I.S., withdrew \$1,000
14 from a Bank of America ATM in North Hollywood, Los Angeles
15 County, within the Central District of California.
- 16 - On August 18, 2021, a coconspirator, using an EDD debit card
17 ending in 6067, issued in the name of victim I.S., withdrew
18 \$1,000 from a Bank of America ATM in Orange County, within
19 the Central District of California.
- 20 - On August 25, 2021, coconspirators electronically filed a
21 fraudulent application for pandemic assistance benefits in
22 the name of victim M.M.C., an out-of-state resident, which
23 was approved by EDD, using M.M.C.'s PII contained in
24 defendant's ledgers.
- 25 - On August 31, 2021, defendant, using an EDD debit card ending
26 in 4902, issued in the name of victim M.T., withdrew \$1,000
27 from a Bank of America ATM in San Diego County, within the
28 Southern District of California.

1 - On September 3, 2021, defendant, using an EDD debit card
2 ending in 4902, issued in the name of victim M.T., withdrew
3 \$1,000 from a Bank of America ATM in San Diego County, within
4 the Southern District of California.

5 - On September 27, 2021, defendant, using an EDD debit card
6 ending in 9312, issued in the name of victim T.M.B., withdrew
7 \$1,000 from a Bank of America ATM in Scottsdale, within the
8 District of Arizona.

9 In total, the fraud scheme executed by defendant and her co-
10 conspirators caused the issuance of at least approximately
11 \$2,804,508.00 in fraudulent unemployment benefits to EDD debit
12 accounts, of which at least \$2,304,203.90 was withdrawn from EDD
13 debit accounts. Victims of defendant's fraudulent schemes include
14 EDD, Bank of America, N.S., S.S., J.B., D.L., C.K., S.G., R.B., I.S.,
15 T.B., S.O., M.T. and M.M.C., and other victims both known and
16 unknown.

17 Conspiracy to Commit Check Fraud

18 Beginning no later than in or about June 2021, and continuing
19 until at least in or about March 2022, in Los Angeles County, within
20 the Central District of California, and elsewhere, defendant
21 conspired and agreed with others known and unknown to execute a
22 fraudulent scheme to obtain money and other property owned by
23 victims, and in the custody and control of various federally insured
24 financial institutions, by means of material false and fraudulent
25 pretenses, representations, and promises, and the concealment of
26 material facts. At all relevant times, defendant and her
27 coconspirators acted with the intent to defraud. As part of their
28 scheme, defendant and her coconspirators used victim account

1 information provided by a coconspirator, CC-1, who was an employee of
 2 a federally insured financial institution, to create and deposit
 3 fraudulent checks drawn on victim accounts into third party accounts.
 4 On or about June 7, 2021, defendant used her Cash App account to pay
 5 CC-1 a sum of \$500 for CC-1's role in the conspiracy. Defendant also
 6 accepted payments into her Cash App account on behalf of
 7 coconspirators engaging in the check fraud scheme.

8 SENTENCING FACTORS

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

21 13. Defendant and the USAO agree to the following applicable
 22 Sentencing Guidelines factors:

23	Base Offense Level:	7	U.S.S.G. § 2B1.1(A) (1)
24	<u>Specific Offense</u>		
25	<u>Characteristics</u>		
26	Losses between \$1,500,000 and		
	\$3,500,000	+16	U.S.S.G. § 2B1.1(b) (1) (H)
27	Ten or more victims	+2	U.S.S.G. § 2B1.1(b) (2)

1 Unauthorized use of means of
2 identification to produce or
3 obtain any other means of
4 identification

+2 U.S.S.G. § 2B1.1(b)(11)

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

8 14. Defendant understands that there is no agreement as to
9 defendant's criminal history or criminal history category.

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

14 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

10 WAIVER OF RETURN OF DIGITAL DATA

11 17. Understanding that the government has in its possession
12 digital devices and/or digital media seized from defendant, defendant
13 waives any right to the return of digital data contained on those
14 digital devices and/or digital media and agrees that if any of these
15 digital devices and/or digital media are returned to defendant, the
16 government may delete all digital data from those digital devices
17 and/or digital media before they are returned to defendant.

18 WAIVER OF APPEAL OF CONVICTION

19 18. Defendant understands that, with the exception of an appeal
20 based on a claim that defendant's guilty plea was involuntary, by
21 pleading guilty defendant is waiving and giving up any right to
22 appeal defendant's conviction on the offense to which defendant is
23 pleading guilty. Defendant understands that this waiver includes,
24 but is not limited to, arguments that the statute to which defendant
25 is pleading guilty is unconstitutional, and any and all claims that
26 the statement of facts provided herein is insufficient to support
27 defendant's plea of guilty.

28

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

2 19. Defendant agrees that, provided the Court imposes a term of
3 imprisonment within or below the range corresponding to an offense
4 level of 24 and the criminal history category calculated by the
5 Court, defendant gives up the right to appeal all of the following:
6 (a) the procedures and calculations used to determine and impose any
7 portion of the sentence; (b) the term of imprisonment imposed by the
8 Court; (c) the fine imposed by the Court, provided it is within the
9 statutory maximum; (d) to the extent permitted by law, the
10 constitutionality or legality of defendant's sentence, provided it is
11 within the statutory maximum; (e) the amount and terms of any
12 restitution order, provided it requires payment of no more than
13 \$2,304,203.90; (f) the term of probation or supervised release
14 imposed by the Court, provided it is within the statutory maximum;
15 and (g) any of the following conditions of probation or supervised
16 release imposed by the Court: the conditions set forth in the Second
17 Amended General Order 20-04 of this Court; the drug testing
18 conditions mandated by 18 U.S.C. §§ 3563(a) (5) and 3583(d); and the
19 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b) (7).

20 20. The USAO agrees that, provided (a) all portions of the
21 sentence are at or below the statutory maximum specified above and
22 (b) the Court imposes a term of imprisonment within or above the
23 range corresponding to an offense level of 24 and the criminal
24 history category calculated by the Court, the USAO gives up its right
25 to appeal any portion of the sentence, with the exception that the
26 USAO reserves the right to appeal the following: the amount of
27 restitution ordered if that amount is less than \$2,304,203.90.

28

1 21. Defendant also gives up any right to bring a post-
2 conviction collateral attack on the convictions or sentence,
3 including any order of restitution, except a post-conviction
4 collateral attack based on a claim of ineffective assistance of
5 counsel, a claim of newly discovered evidence, or an explicitly
6 retroactive change in the applicable Sentencing Guidelines,
7 sentencing statutes, or statutes of conviction. Defendant
8 understands that these waivers include, but are not limited to,
9 arguments that the statutes to which defendant is pleading guilty are
10 unconstitutional, and any and all claims that the statement of facts
11 provided herein is insufficient to support defendant's pleas of
12 guilty.

13 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

1 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

5 EFFECTIVE DATE OF AGREEMENT

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

9 BREACH OF AGREEMENT

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

24 26. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this agreement,
27 then:
28

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

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

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

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 27. 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 28. 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 13 are
8 consistent with the facts of this case. While this paragraph permits
9 both 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 facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

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

25 NO ADDITIONAL AGREEMENTS

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

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 31. 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
10 CALIFORNIA

10 JOSEPH MCNALLY
11 Attorney for the United States,
12 Acting Under Authority Conferred by
13 28 U.S.C. § 515

13 **RACHEL AGRESS** Digitally signed by RACHEL AGRESS
Date: 2023.03.29 16:38:16 -07'00'

14 _____
RACHEL N. AGRESS Date
Assistant United States Attorney

15 _____
16 SASHA LIZETTE JIMENEZ Date
Defendant 03-17-23

17 _____
18 MATTHEW LOMBARD Date
Attorney for Defendant 3-17-23
19 SASHA LIZETTE JIMENEZ

20
21 CERTIFICATION OF DEFENDANT

22 I have read this agreement in its entirety. I have had enough
23 time to review and consider this agreement, and I have carefully and
24 thoroughly discussed every part of it with my attorney. I understand
25 the terms of this agreement, and I voluntarily agree to those terms.
26 I have discussed the evidence with my attorney, and my attorney has
27 advised me of my rights, of possible pretrial motions that might be
28 filed, of possible defenses that might be asserted either prior to or

1 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
2 of relevant Sentencing Guidelines provisions, and of the consequences
3 of entering into this agreement. No promises, inducements, or
4 representations of any kind have been made to me other than those
5 contained in this agreement. No one has threatened or forced me in
6 any way to enter into this agreement. I am satisfied with the
7 representation of my attorney in this matter, and I am pleading
8 guilty because I am guilty of the charge and wish to take advantage
9 of the promises set forth in this agreement, and not for any other
10 reason.

11 
12 _____
13 SASHA LIZETTE JIMENEZ
14 Defendant

3-17-2023
15 _____
16 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am SASHA LIZETTE JIMENEZ's attorney. I have carefully and
19 thoroughly discussed every part of this agreement with my client.
20 Further, I have fully advised my client of her rights, of possible
21 pretrial motions that might be filed, of possible defenses that might
22 be asserted either prior to or at trial, of the sentencing factors
23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
24 provisions, and of the consequences of entering into this agreement.
25 To my knowledge: no promises, inducements, or representations of any
26 kind have been made to my client other than those contained in this
27 agreement; no one has threatened or forced my client in any way to
28 enter into this agreement; my client's decision to enter into this
agreement is informed and voluntary; and the factual basis set forth

1 in this agreement is sufficient to support my client's entry of a
2 guilty plea pursuant to this agreement.

3 /s/¹

3/29/2023

4 _____
MATTHEW LOMBARD

Date

5 Attorney for Defendant
6 SASHA LIZETTE JIMENEZ

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27 _____
28 ¹ I hereby attest that the signatory listed above, on whose
behalf certification is submitted, concurs in the filing's content
and has authorized the filing.

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SASHA LIZETTE JIMENEZ,
aka "sa.sweetss,"
aka "sweets,"
aka "Sa,"

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy to
Commit Bank Fraud; 18 U.S.C.
§ 982: Criminal Forfeiture]

The United States Attorney charges:

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. The California Employment Development Department ("EDD") administered unemployment insurance ("UI") benefits for residents of California, including Pandemic Unemployment Assistance benefits to individuals who were unemployed because of the COVID-19 pandemic ("pandemic benefits").
2. To qualify for UI benefits, including pandemic benefits, a California resident had to submit to EDD an application for the

1 benefits; provide EDD with personal identifying information ("PII"),
2 including the applicant's name, date of birth, and social security
3 number; and certify to EDD under the penalties of perjury that the
4 COVID-19 pandemic had directly and adversely affected the applicant's
5 employment.

6 3. Applications for UI benefits, including pandemic benefits,
7 could be submitted to EDD online. An individual who applied online
8 for benefits would provide EDD with an email address ("account email
9 address") in addition to the applicant's regular mailing address
10 ("account mailing address").

11 4. Individuals who resided outside the state of California, or
12 were deceased, were ineligible for UI benefits, including pandemic
13 benefits, among other excluded categories.

14 5. After a person submitted an application for UI benefits,
15 including pandemic benefits, EDD would transmit an email to the
16 account email address provided on the application confirming the
17 submission of the application and, thereafter, would send
18 correspondences related to the application and the UI benefits,
19 including pandemic benefits, to the account email address.

20 6. Once EDD approved the application and granted pandemic
21 benefits to the applicant, EDD would create a debit account ("EDD
22 debit account") with Bank of America, NA ("Bank of America"). A
23 debit card linked to the EDD debit account would then be mailed to
24 the address associated with the account.

25 7. EDD typically deposited UI benefits, including pandemic
26 benefits, to the EDD debit account. The debit card could be used to
27 withdraw the benefits from the EDD debit account using automated
28

1 teller machines ("ATMs"), including ATMs that Bank of America
2 operated.

3 8. Once approved for pandemic benefits, the recipient of the
4 benefits would be required to periodically recertify under the
5 penalty of perjury that, among other things, the recipient was
6 unemployed due to the COVID-19 pandemic and therefore remained
7 eligible to receive pandemic benefits.

8 9. Bank of America was a financial institution that was
9 insured by the Federal Deposit Insurance Company ("FDIC").

10 B. THE OBJECT OF THE CONSPIRACY

11 10. Beginning no later than in or around March 2020, and
12 continuing until at least in or around March 2022, in Los Angeles and
13 Orange Counties, within the Central District of California, and
14 elsewhere, defendant SASHA LIZETTE JIMENEZ, also known as ("aka")
15 "sa.sweetss," aka "sweets," aka "Sa," and others known and unknown to
16 the United States Attorney, conspired to commit bank fraud, in
17 violation of Title 18, United States Code, Section 1344(2).

18 C. MANNER AND MEANS OF THE CONSPIRACY

19 11. The object of the conspiracy was carried out, and was to be
20 carried out, in substance, as follows:

21 a. Defendant JIMENEZ and other conspirators would acquire
22 the PII, such as the names, dates of birth, and social security
23 numbers, of individuals ("victims"), including identity-theft
24 victims, who were not eligible for UI benefits or pandemic benefits
25 because they resided outside the state of California or were
26 deceased. For example, defendant JIMENEZ and others would obtain
27 stolen PII of victims, including from dark-web Internet websites, and
28

1 defendant JIMENEZ would maintain that victim PII in notebook ledgers
2 ("defendant JIMENEZ's ledgers") and other locations.

3 b. Defendant JIMENEZ and other conspirators would use the
4 victims' PII to submit fraudulent online applications to EDD for UI
5 benefits, including pandemic benefits (the "fraudulent EDD
6 applications").

7 c. Defendant JIMENEZ and other conspirators would assume
8 the victims' identities and use the victims' PII to provide
9 materially false information to EDD on the fraudulent EDD
10 applications, including certifying to EDD under the penalties of
11 perjury that the alleged applicants were residents of California who
12 were unemployed as a direct result of the COVID-19 pandemic. The
13 alleged applicants included individuals who resided outside the state
14 of California or were deceased, or who were otherwise not eligible
15 for UI benefits, including pandemic benefits. For example, defendant
16 JIMENEZ and other conspirators would submit fraudulent EDD
17 applications on which they provided materially false information
18 using the identities of victims N.S., S.S., J.B., D.L., C.K., S.G.,
19 R.B., J.D., I.S., T.B., S.O., M.T. and M.M.C., all of whom were not
20 eligible for UI benefits, among other victims.

21 d. In doing so, defendant JIMENEZ and other conspirators
22 would often use common mailing addresses for multiple applications to
23 EDD.

24 e. By submitting the fraudulent EDD applications,
25 defendant JIMENEZ and other conspirators would cause EDD to:

26 i. authorize pandemic benefits to be provided to
27 individuals who were ineligible for pandemic benefits, including
28 individuals who were ineligible for pandemic benefits because they

1 were resided outside the state of California or were deceased,
2 including the victims;

3 ii. create debit accounts ("EDD debit accounts") with
4 Bank of America in the names of third parties, including the victims;
5 and

6 iii. cause debit cards linked to the EDD debit
7 accounts at Bank of America ("EDD debit cards") in the names of third
8 parties, including an EDD debit card ending in 6067 issued in the
9 name of I.S., an EDD debit card ending in 4902 issued in the name of
10 M.T., and an EDD card ending in 9312 issued in the name of T.B., to
11 be mailed to addresses listed by the conspirators on the
12 applications, which the conspirators, including defendant JIMENEZ,
13 had access to and controlled.

14 f. After EDD approved the fraudulent EDD applications and
15 disbursed the pandemic benefits funds to the EDD debit accounts, and
16 Bank of America issued the EDD debit cards linked to those accounts,
17 defendant JIMENEZ and other conspirators would fraudulently assume
18 the identities of the EDD debit account holders and use the
19 corresponding EDD debit cards to make fraudulent cash withdrawals of
20 pandemic benefits from ATMs in in Los Angeles and Orange Counties, as
21 well as others, including at ATMs that Bank of America operated.

22 D. OVERT ACTS

23 In furtherance of the conspiracy, and to accomplish its object,
24 on or about the following dates, defendant JIMENEZ, and others known
25 and unknown to the United States Attorney, committed various overt
26 acts within the Central District of California, and elsewhere,
27 including, but not limited to:

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1 Overt Act No. 1: On July 28, 2020, conspirators
2 electronically filed an application for pandemic assistance benefits
3 in the name of victim N.S., an out-of-state resident, using N.S.'s
4 PII contained in defendant JIMENEZ's ledgers, which application was
5 later approved by EDD.

6 Overt Act No. 2: On July 29, 2020, conspirators
7 electronically filed an application for pandemic assistance benefits
8 in the name of victim S.S., an out-of-state resident, using S.S.'s
9 PII contained in defendant JIMENEZ's cell phone, which application
10 was later approved by EDD.

11 Overt Act No. 3: On August 9, 2020, conspirators
12 electronically filed an application for pandemic assistance benefits
13 in the name of victim J.B., an out-of-state resident, using J.B.'s
14 PII contained in defendant JIMENEZ's cell phone, which application
15 was later approved by EDD.

16 Overt Act No. 4: On August 25, 2020, conspirators
17 electronically filed an application for pandemic assistance benefits
18 in the name of victim D.L., an out-of-state resident, using D.L.'s
19 PII and a common mailing address, which the conspirators, including
20 defendant JIMENEZ and other conspirators, had access to and
21 controlled. which application was later approved by EDD.

22 Overt Act No. 5: On August 26, 2020, conspirators
23 electronically filed an application for pandemic assistance benefits
24 in the name of victim C.K., an out-of-state resident, using C.K.'s
25 PII and a common mailing address, which the conspirators, including
26 defendant JIMENEZ and other conspirators, had access to and
27 controlled, which application was later approved by EDD.

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1 Overt Act No. 6: On August 28, 2020, conspirators
2 electronically filed an application for pandemic assistance benefits
3 in the name of victim S.G., an out-of-state resident, using S.G.'s
4 PII contained in defendant JIMENEZ's cell phone, which application
5 was later approved by EDD.

6 Overt Act No. 7: On August 28, 2020, conspirators
7 electronically filed an application for pandemic assistance benefits
8 in the name of victim R.B., a victim who died in 2015, using a common
9 mailing address, which the conspirators, including defendant JIMENEZ
10 and other conspirators, had access to and controlled.

11 Overt Act No. 8: On April 20, 2021, a coconspirator texted
12 defendant JIMENEZ, "It said the funds were put into the account I
13 sent to check rn but she turned this card off or something," to which
14 defendant JIMENEZ responded, "What card." The coconspirator
15 responded, "The edd one member u gave it to me???" to which defendant
16 JIMENEZ responded "Ya." The coconspirator continued, "I found it n
17 that's what made me log into her account n that's why I said maybe we
18 can still get money."

19 Overt Act No. 9: On July 12, 2021, conspirators
20 electronically filed an application for pandemic assistance benefits
21 in the name of victim I.S., an out-of-state resident, using I.S.'s
22 PII contained in defendant JIMENEZ's ledgers, which application was
23 later approved by EDD.

24 Overt Act No. 10: On July 13, 2021, conspirators
25 electronically filed an application for pandemic assistance benefits
26 in the name of victim T.M., an out-of-state resident, using T.M.'s
27 PII contained in defendant JIMENEZ's ledgers, which application was
28 later approved by EDD.

1 Overt Act No. 11: On July 30, 2021, conspirators
2 electronically filed an application for pandemic assistance benefits
3 in the name of victim S.O., an out-of-state resident, using S.O.'s
4 PII contained in defendant JIMENEZ's ledgers, which application was
5 later approved by EDD.

6 Overt Act No. 12: On August 1, 2021, conspirators
7 electronically filed an application for pandemic assistance benefits
8 in the name of victim M.T., an out-of-state resident, using M.T.'s
9 PII contained in defendant JIMENEZ's ledgers, which application was
10 later approved by EDD.

11 Overt Act No. 13: On August 14, 2021, defendant JIMENEZ, using
12 an EDD debit card ending in 6067, issued in the name of victim I.S.,
13 withdrew \$1,000 from a Bank of America ATM in North Hollywood,
14 California.

15 Overt Act No. 14: On August 15, 2021, defendant JIMENEZ, using
16 an EDD debit card ending in 6067, issued in the name of victim I.S.,
17 withdrew \$1,000 from a Bank of America ATM in North Hollywood,
18 California.

19 Overt Act No. 15: On August 18, 2021, a coconspirator, using an
20 EDD debit card ending in 6067, issued in the name of victim I.S.,
21 withdrew \$1,000 from a Bank of America ATM in Orange County,
22 California.

23 Overt Act No. 16: On August 25, 2021, conspirators
24 electronically filed an application for pandemic assistance benefits
25 in the name of victim M.M.C., an out-of-state resident, using
26 M.M.C.'s PII contained in defendant JIMENEZ's ledgers, which
27 application was later approved by EDD.

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1 Overt Act No. 17: On August 31, 2021, defendant JIMENEZ, using
2 an EDD debit card ending in 4902, issued in the name of victim M.T.,
3 withdrew \$1,000 from a Bank of America ATM in San Diego County,
4 California.

5 Overt Act No. 18: On September 3, 2021, defendant JIMENEZ,
6 using an EDD debit card ending in 4902, issued in the name of victim
7 M.T., withdrew \$1,000 from a Bank of America ATM in San Diego County,
8 California.

9 Overt Act No. 19: On September 27, 2021, defendant JIMENEZ,
10 using an EDD debit card ending in 9312, issued in the name of victim
11 T.M.B., withdrew \$1,000 from a Bank of America ATM in Scottsdale,
12 Arizona.

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FORFEITURE ALLEGATION

[18 U.S.C. § 982]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 982(a)(2), in the event of the
7 defendant's conviction of the offense set forth in of this
8 Information.

9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 obtained, directly or indirectly, as a result of the offense; and

14 (b) To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 3. Pursuant to Title 21, United States Code, Section 853(p),
18 as incorporated by Title 18, United States Code, Section 982(b), the
19 defendant, if so convicted, shall forfeit substitute property, up to
20 the total value of the property described in the preceding paragraph
21 if, as the result of any act or omission of the defendant, the
22 property described in the preceding paragraph, or any portion
23 thereof: (a) cannot be located upon the exercise of due diligence;
24 (b) has been transferred, sold to or deposited with a third party;
25 (c) has been placed beyond the jurisdiction of the court; (d) has

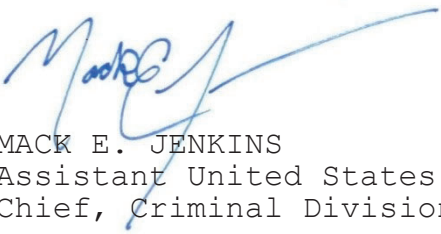
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1 been substantially diminished in value; or (e) has been commingled
2 with other property that cannot be divided without difficulty.

3
4 JOSEPH MCNALLY
5 Attorney for the United States,
6 Acting Under Authority Conferred by
7 28 U.S.C. § 515

8 
9 MACK E. JENKINS
10 Assistant United States Attorney
11 Chief, Criminal Division

12 JOANNA M. CURTIS
13 Assistant United States Attorney
14 Chief, General Crimes Section

15 RACHEL N. AGRESS
16 Assistant United States Attorney
17 International Narcotics, Money
18 Laundering and Racketeering Section
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