

**FILED**  
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CENTRAL DISTRICT OF CALIFORNIA  
BY: \_\_\_\_\_ DVE \_\_\_\_\_ DEPUTY

1 TRACY L. WILKISON  
United States Attorney  
2 SCOTT M. GARRINGER  
Assistant United States Attorney  
3 Chief, Criminal Division  
BENJAMIN R. BARRON  
4 Assistant United States Attorney  
Chief, Santa Ana Branch Office  
5 DANIEL H. AHN (Cal. Bar No. 235023)  
DANIEL S. LIM (Cal. Bar No. 292406)  
6 MELISSA S. RABBANI (Cal. Bar No. 283993)  
Assistant United States Attorneys  
7 411 West Fourth Street, Suite 8000  
Santa Ana, California 92701  
8 Telephone: (714) 338-3500  
Facsimile: (714) 338-3561  
9 E-mail: daniel.ahn@usdoj.gov  
daniel.lim@usdoj.gov  
10 melissa.rabbani@usdoj.gov

11 Attorneys for Plaintiff  
12 UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT  
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
15 SOUTHERN DIVISION

16 UNITED STATES OF AMERICA,  
17 Plaintiff,  
18 v.  
19 TODD AMENT,  
20 Defendant.

No. 8:22-cr-00081-FLA  
PLEA AGREEMENT FOR DEFENDANT  
TODD AMENT

21  
22  
23 1. This constitutes the plea agreement between defendant TODD  
24 AMENT ("defendant") and the United States Attorney's Office for the  
25 Central District of California ("the USAO") in the investigation of  
26 defendant's schemes to commit wire fraud, defendant's false statement  
27 to a financial institution, and defendant's false tax return. This  
28 agreement is limited to the USAO and cannot bind any other federal,

1 state, local, or foreign prosecuting, enforcement, administrative, or  
2 regulatory authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a. Give up the right to indictment by a grand jury and,  
6 at the earliest opportunity requested by the USAO and provided by the  
7 Court, appear and plead guilty to a four-count information in the  
8 form attached to this agreement as Exhibit A or a substantially  
9 similar form, which charges defendant with two counts of wire fraud,  
10 in violation of Title 18, United States Code, Section 1343; one count  
11 of false statement to a financial institution, in violation of Title  
12 18, United States Code, Section 1014; and one count of subscribing to  
13 a false tax return, in violation of Title 26, United States Code,  
14 Section 7206(1).

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

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

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

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

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

27 g. Pay the applicable special assessments at or before  
28 the time of sentencing unless defendant has demonstrated a lack of

1 ability to pay such assessments.

2 h. Complete the Financial Disclosure Statement on a form  
3 provided by the USAO and, within 30 days of defendant's entry of  
4 guilty pleas, deliver the signed and dated statement, along with all  
5 of the documents requested therein, to the USAO by either email at  
6 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
7 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
8 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
9 criminal debt shall be assessed based on the completed Financial  
10 Disclosure Statement and all required supporting documents, as well  
11 as other relevant information relating to ability to pay.

12 i. Authorize the USAO to obtain a credit report upon  
13 returning a signed copy of this plea agreement.

14 j. Consent to the USAO inspecting and copying all of  
15 defendant's financial documents and financial information held by the  
16 United States Probation and Pretrial Services Office.

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

23 4. Defendant further agrees to cooperate fully with the USAO,  
24 the Federal Bureau of Investigation ("FBI"), and, as directed by the  
25 USAO, any other federal, state, local, or foreign prosecuting,  
26 enforcement, administrative, or regulatory authority. This  
27 cooperation requires defendant to:

28 a. Respond truthfully and completely to all questions

1 that may be put to defendant, whether in interviews, before a grand  
2 jury, or at any trial or other court proceeding.

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

6 c. Produce voluntarily all documents, records, or other  
7 tangible evidence relating to matters about which the USAO, or its  
8 designee, inquires.

9 d. If requested to do so by the USAO, act in an  
10 undercover capacity to the best of defendant's ability in connection  
11 with criminal investigations by federal, state, local, or foreign law  
12 enforcement authorities, in accordance with the express instructions  
13 of those law enforcement authorities. Defendant agrees not to act in  
14 an undercover capacity, tape record any conversations, or gather any  
15 evidence except after a request by the USAO and in accordance with  
16 express instructions of federal, state, local, or foreign law  
17 enforcement authorities.

18 5. For purposes of this agreement: (1) "Cooperation  
19 Information" shall mean any statements made, or documents, records,  
20 tangible evidence, or other information provided, by defendant  
21 pursuant to defendant's cooperation under this agreement; and  
22 (2) "Plea Information" shall mean any statements made by defendant,  
23 under oath, at the guilty plea hearing and the agreed to factual  
24 basis statement in this agreement.

25 PAYMENT OF TAXES OWED

26 6. Defendant admits that defendant received unreported income  
27 for tax years 2017, 2018, and 2019, and defendant agrees to cooperate  
28 with the Internal Revenue Service in the determination of defendant's

1 tax liability. Defendant further agrees that:

2 a. If requested to do so by the Internal Revenue Service,  
3 defendant will file, prior to the time of sentencing, if he has not  
4 done so already, amended returns for the years 2017, 2018, and 2019,  
5 correctly reporting unreported income and, if requested to do so by  
6 the Internal Revenue Service, will provide the Internal Revenue  
7 Service with information regarding the years covered by the returns;  
8 will pay to the Fiscal Clerk of the Court at or before sentencing (or  
9 as determined by the Internal Revenue Service) all additional taxes  
10 and all penalties and interest assessed by the Internal Revenue  
11 Service on the basis of the returns; and will promptly pay to the  
12 Fiscal Clerk of the Court all additional taxes and all penalties and  
13 interest thereafter determined by the Internal Revenue Service to be  
14 owing as a result of any computational errors. Payments may be made  
15 to the Clerk, United States District Court, Fiscal Department, 255  
16 East Temple Street, Room 1178, Los Angeles, California 90012.

17 b. Nothing in this agreement forecloses or limits the  
18 ability of the Internal Revenue Service to examine and make  
19 adjustments to defendant's returns after they are filed.

20 c. Defendant will not, after filing the returns, file any  
21 claim for refund of taxes, penalties, or interest for amounts  
22 attributable to the returns filed in connection with this plea  
23 agreement.

24 d. Defendant is liable for the fraud penalty imposed by  
25 the Internal Revenue Code, 26 U.S.C. § 6663, on the understatements  
26 of tax liability for 2017, 2018, and 2019.

27 e. Defendant gives up any and all objections that could  
28 be asserted to the Examination Division of the Internal Revenue

1 Service.

2 f. Defendant will sign closing agreements with the  
3 Internal Revenue Service contemporaneously with the signing of this  
4 plea agreement, or soon thereafter as practicable, permitting the  
5 Internal Revenue Service to assess and collect the total sum of  
6 \$249,998 for the defendant's tax years 2017, 2018, and 2019, which  
7 comprises the tax liabilities, as well as assess and collect the  
8 civil fraud penalty for each year and statutory interest on the tax  
9 liabilities, as provided by law.

10 THE USAO'S OBLIGATIONS

11 7. The USAO agrees to:

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

13 b. Abide by all agreements regarding sentencing contained  
14 in this agreement.

15 c. Recommend a one-level downward variance pursuant to 18  
16 U.S.C. § 3553(a).

17 d. At the time of sentencing, provided that defendant  
18 demonstrates an acceptance of responsibility for the offenses up to  
19 and including the time of sentencing, recommend a two-level reduction  
20 in the applicable Sentencing Guidelines offense level, pursuant to  
21 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
22 additional one-level reduction if available under that section.

23 e. With respect to counts one through four, recommend  
24 that defendant be sentenced to a term of imprisonment no higher than  
25 the low end of the applicable Sentencing Guidelines range, provided  
26 that the offense level used by the Court to determine that range is  
27 17 or higher. For purposes of this agreement, the low end of the  
28 Sentencing Guidelines range is that defined by the Sentencing Table

1 in U.S.S.G. Chapter 5, Part A.

2 8. The USAO further agrees:

3 a. Not to offer as evidence in its case-in-chief in the  
4 above-captioned case or any other criminal prosecution that may be  
5 brought against defendant by the USAO, or in connection with any  
6 sentencing proceeding in any criminal case that may be brought  
7 against defendant by the USAO, any Cooperation Information.  
8 Defendant agrees, however, that the USAO may use both Cooperation  
9 Information and Plea Information: (1) to obtain and pursue leads to  
10 other evidence, which evidence may be used for any purpose, including  
11 any criminal prosecution of defendant; (2) to cross-examine defendant  
12 should defendant testify, or to rebut any evidence offered, or  
13 argument or representation made, by defendant, defendant's counsel,  
14 or a witness called by defendant in any trial, sentencing hearing, or  
15 other court proceeding; and (3) in any criminal prosecution of  
16 defendant for false statement, obstruction of justice, or perjury.

17 b. Not to use Cooperation Information against defendant  
18 at sentencing for the purpose of determining the applicable guideline  
19 range, including the appropriateness of an upward departure, or the  
20 sentence to be imposed, and to recommend to the Court that  
21 Cooperation Information not be used in determining the applicable  
22 guideline range or the sentence to be imposed. Defendant  
23 understands, however, that Cooperation Information will be disclosed  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, and that the Court may use Cooperation Information for the  
26 purposes set forth in U.S.S.G. § 1B1.8(b) and for determining the  
27 sentence to be imposed.

28 c. In connection with defendant's sentencing, to bring to

1 the Court's attention the nature and extent of defendant's  
2 cooperation.

3 d. If the USAO determines, in its exclusive judgment,  
4 that defendant has both complied with defendant's obligations under  
5 paragraphs 2 through 6 above and provided substantial assistance to  
6 law enforcement in the prosecution or investigation of another  
7 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
8 § 5K1.1 to fix an offense level and corresponding guideline range  
9 below that otherwise dictated by the sentencing guidelines, and to  
10 recommend a term of imprisonment within this reduced range.

11 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

12 9. Defendant understands the following:

13 a. Any knowingly false or misleading statement by  
14 defendant will subject defendant to prosecution for false statement,  
15 obstruction of justice, and perjury and will constitute a breach by  
16 defendant of this agreement.

17 b. Nothing in this agreement requires the USAO or any  
18 other prosecuting, enforcement, administrative, or regulatory  
19 authority to accept any cooperation or assistance that defendant may  
20 offer, or to use it in any particular way.

21 c. Defendant cannot withdraw defendant's guilty pleas if  
22 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
23 reduced guideline range, if the USAO makes such a motion and the  
24 Court does not grant it, or if the Court grants such a USAO motion  
25 but elects to sentence above the reduced range.

26 d. At this time the USAO makes no agreement or  
27 representation as to whether any cooperation that defendant has  
28 provided or intends to provide constitutes or will constitute



1 substantial assistance. The decision whether defendant has provided  
2 substantial assistance will rest solely within the exclusive judgment  
3 of the USAO.

4 e. The USAO's determination whether defendant has  
5 provided substantial assistance will not depend in any way on whether  
6 the government prevails at any trial or court hearing in which  
7 defendant testifies or in which the government otherwise presents  
8 information resulting from defendant's cooperation.

9 NATURE OF THE OFFENSES

10 10. Defendant understands that for defendant to be guilty of  
11 the crime charged in counts one and two, that is, wire fraud, in  
12 violation of Title 18, United States Code, Section 1343, the  
13 following must be true: (i) defendant knowingly participated in,  
14 devised, or intended to devise a scheme or plan to defraud, or a  
15 scheme or plan for obtaining money or property by means of false or  
16 fraudulent pretenses, representations, or promises, or omitted facts;  
17 (ii) the statements made or facts omitted as part of the scheme were  
18 material; (iii) defendant acted with the intent to defraud; and (iv)  
19 defendant used, or caused to be used, an interstate or foreign wire  
20 communication to carry out or attempt to carry out an essential part  
21 of the scheme.

22 11. Defendant understands that for defendant to be guilty of  
23 the crime charged in count three, that is, false statement to a  
24 financial institution, in violation of Title 18, United States Code,  
25 Section 1014, the following must be true: (i) defendant made a false  
26 statement or report to a federally insured financial institution;  
27 (ii) defendant made the false statement or report to the financial  
28 institution knowing it was false; and (iii) defendant did so for the

1 purpose of influencing in any way the action of the financial  
2 institution.

3 12. Defendant understands that for defendant to be guilty of  
4 the crime charged in count four, that is, subscribing to a false tax  
5 return, in violation of Title 26, United States Code, Section  
6 7206(1), the following must be true: (i) defendant made and signed a  
7 tax return that he knew contained false information as to a material  
8 matter; (ii) the return contained a written declaration that it was  
9 being signed subject to penalty of perjury; and (iii) in filing the  
10 false tax return, defendant acted willfully.

11 PENALTIES AND RESTITUTION

12 13. Defendant understands that the statutory maximum sentence  
13 that the Court can impose for each violation of Title 18, United  
14 States Code, Section 1343, is: 20 years' imprisonment; a three-year  
15 period of supervised release; a fine of \$250,000 or twice the gross  
16 gain or gross loss resulting from the offense, whichever is greatest;  
17 and a mandatory special assessment of \$100.

18 14. Defendant understands that the statutory maximum sentence  
19 that the Court can impose for a violation of Title 18, United States  
20 Code, Section 1014, is: 30 years' imprisonment; a five-year period of  
21 supervised release; a fine of \$1,000,000 or twice the gross gain or  
22 gross loss resulting from the offense, whichever is greatest; and a  
23 mandatory special assessment of \$100.

24 15. Defendant understands that the statutory maximum sentence  
25 that the Court can impose for a violation of Title 26, United States  
26 Code, Section 7206(1), is: three years' imprisonment; a one-year  
27 period of supervised release; a fine of \$250,000 or twice the gross  
28 gain or gross loss resulting from the offense, whichever is greatest;

1 and a mandatory special assessment of \$100.

2 16. Defendant understands, therefore, that the total maximum  
3 sentence for all offenses to which defendant is pleading guilty is:  
4 73 years' imprisonment; a five-year period of supervised release; a  
5 fine of \$1,750,000 or twice the gross gain or gross loss resulting  
6 from the offenses, whichever is greatest; and a mandatory special  
7 assessment of \$400.

8 17. With respect to counts one through three, defendant  
9 understands that defendant will be required to pay full restitution  
10 to the victims of the offenses to which defendant is pleading guilty.  
11 Defendant agrees that, in return for the USAO's compliance with its  
12 obligations under this agreement, the Court may order restitution to  
13 persons other than the victims of the offenses to which defendant is  
14 pleading guilty and in amounts greater than those alleged in the  
15 counts to which defendant is pleading guilty. In particular,  
16 defendant agrees that the Court may order restitution to any victim  
17 of any of the following for any losses suffered by that victim as a  
18 result of any relevant conduct, as defined in U.S.S.G. § 1B1.3, in  
19 connection with the offenses to which defendant is pleading guilty.  
20 As to counts one through three, the parties currently believe that  
21 the applicable amount of restitution is approximately \$286,900, but  
22 recognize and agree that this amount could change based on facts that  
23 come to the attention of the parties prior to sentencing.

24 18. With respect to count four, defendant understands and  
25 agrees that the Court: (a) may order defendant to pay restitution in  
26 the form of any additional taxes, interest, and penalties that  
27 defendant owes to the United States based upon the count of  
28 conviction and any relevant conduct; and (b) must order defendant to

1 pay the costs of prosecution, which may be in addition to the  
2 statutory maximum fine stated above. As to count four, the parties  
3 currently believe that the applicable amount of restitution is  
4 approximately \$77,420.60 for 2017, \$148,640.22 for 2018, and  
5 \$253,935.38 for 2019, but recognize and agree that these amounts  
6 could change based on facts that come to the attention of the parties  
7 prior to sentencing.

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

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

1 defendant's guilty pleas.

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

18 FACTUAL BASIS

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

28 Count One: Throughout 2019, defendant served as President and

1 Chief Executive Officer of the Anaheim Chamber of Commerce ("ACC").  
2 While serving as President and Chief Executive Officer of the ACC,  
3 defendant knowingly devised and participated in a scheme to defraud  
4 Victim Company 1 of at least \$225,000 by (i) falsely representing  
5 that a payment of \$225,000, made from Victim Company 1 to the ACC,  
6 would be spent entirely for the benefit of Victim Company 1; and (ii)  
7 omitting, in violation of his position of trust, that at least  
8 \$41,000 of that \$225,000 payment would be deposited into defendant's  
9 personal bank account.

10 In particular, defendant represented to Individual 1, a  
11 political consultant, and Victim Company 1, a client of Individual 1,  
12 that if Victim Company 1 paid \$225,000 to the ACC, the ACC would use  
13 that money to create an ACC Cannabis Task Force that would draft, and  
14 lobby for the passage of, an ordinance authorizing the retail sale of  
15 cannabis in the City of Anaheim, thereby benefiting Victim Company 1  
16 and its business interests.

17 At defendant's direction, Individual 1 instructed Victim Company  
18 1 to pay \$225,000 to the ACC, and Victim Company 1 did so by  
19 transferring money from Victim Company 1's bank account at JP Morgan  
20 Chase to the ACC's bank account at Pacific Western Bank through means  
21 of at least one interstate wire communication.

22 Through the ACC, defendant then hired Consulting Company 1, a  
23 company controlled by defendant's associate, Co-Schemer 1,  
24 purportedly to manage the Cannabis Task Force, lobby for the passage  
25 of a cannabis ordinance, and conduct public opinion polling. The ACC  
26 paid Consulting Company 1 at least \$55,000 of the \$225,000 it had  
27 received from Victim Company 1, purportedly for work on the Cannabis  
28 Task Force to benefit Victim Company 1. Per an agreement between

1 defendant and Co-Schemer 1, Consulting Company 1 then sent several  
2 "kickback" payments, totaling at least \$41,000, to defendant.  
3 Defendant deposited those kickbacks into his own personal bank  
4 account.

5 Neither defendant nor Consulting Company 1 ever informed  
6 Individual 1 or Victim Company 1 that at least \$41,000 of the  
7 \$225,000 paid to the ACC would be paid to defendant individually.

8 In making the above-detailed misstatements and omissions,  
9 defendant acted with the intent to defraud Victim Company 1.  
10 Defendant's misstatements and omissions were material to Victim  
11 Company 1's decision to pay \$225,000 to the ACC.

12 **Count Two:** In April and May of 2020, defendant knowingly  
13 devised and participated in a scheme to defraud the Small Business  
14 Administration ("SBA") of \$61,900 by falsely representing that he  
15 would use the proceeds as working capital to alleviate economic  
16 injury caused by the COVID-19 pandemic.

17 In particular, on April 2, 2020, defendant applied to the SBA  
18 for an Economic Injury Disaster Loan ("EIDL loan") on behalf of his  
19 company, TA Consulting ("TAC"), a sole proprietorship with no  
20 substantial operations or employees. Defendant requested an advance  
21 up to \$10,000.

22 On or about May 27, 2020, after a \$1,000 advance had already  
23 been disbursed to defendant, defendant electronically submitted a  
24 Loan Authorization and Agreement to the SBA. In the Loan  
25 Authorization and Agreement, defendant falsely represented that he  
26 would use all EIDL loan proceeds "as working capital to alleviate  
27 economic injury caused by disaster occurring in the month of January  
28 31, 2020 and continuing thereafter." In fact, defendant intended to

1 use any EIDL loan proceeds for his own personal expenses and not as  
2 working capital to alleviate any economic injury caused by the COVID-  
3 19 pandemic or any other disaster. On that same date, the SBA,  
4 through the Department of the Treasury, paid defendant \$61,900 by  
5 means of an interstate wire communication. Defendant used that money  
6 to pay for various personal expenses -- including purchases at suit  
7 stores, retail clothing stores, and retail boat dealers -- and  
8 property taxes related to his home.

9 In making the above-detailed misstatement, defendant acted with  
10 the intent to defraud the SBA. Defendant's misstatement was material  
11 to the SBA's decision to pay \$61,900 to defendant.

12 **Count Three**: On or about December 4, 2020, defendant knowingly  
13 made, and willfully caused to be made, false statements and reports  
14 to JP Morgan Chase Bank, N.A. ("Chase"), an institution the accounts  
15 of which were insured by the Federal Deposit Insurance Corporation.  
16 In particular, defendant submitted, and willfully caused to be  
17 submitted, to Chase a letter falsely representing that three deposits  
18 from Consulting Company 1 to bank accounts controlled by defendant,  
19 totaling \$205,000, were earned income based on consulting services  
20 performed by TAC on behalf of Consulting Company 1. In fact, as  
21 defendant then knew, the deposits of \$205,000 represented a loan to  
22 defendant and not any earned income.

23 In making the false statement detailed above, defendant acted  
24 with the intent to influence Chase's actions. In particular,  
25 defendant made the false statement with the intent that it would  
26 cause Chase to approve a mortgage loan to defendant to be used for  
27 the purchase of a second home.

28 **Count Four**: For tax years 2017, 2018 and 2019, defendant



1 knowingly and willfully caused false tax returns to be signed and  
2 filed that did not report income defendant had received from various  
3 sources.

4 Specifically, on or around October 15, 2018, defendant knowingly  
5 and willfully caused the signing and filing, under penalty of  
6 perjury, of an IRS Form 1040 which reported that his Schedule C gross  
7 receipts for the tax year 2017 were \$56,000, when in fact, as  
8 defendant knew, his true income was substantially higher.

9 Defendant's actual gross receipts for tax year 2017 were \$136,584,  
10 resulting in a tax loss of \$37,394.

11 On or around July 30, 2019, defendant knowingly and willfully  
12 caused the signing and filing, under penalty of perjury, of an IRS  
13 Form 1040 which reported that his Schedule C gross receipts for the  
14 tax year 2018 were \$0, when in fact, as defendant knew, his true  
15 income was substantially higher. Defendant's actual gross receipts  
16 for tax year 2018 were \$179,336, resulting in a tax loss of \$75,691.

17 On or around September 4, 2020, defendant knowingly and  
18 willfully caused the signing and filing, under penalty of perjury, of  
19 an IRS Form 1040 which reported that his Schedule C gross receipts  
20 for the tax year 2019 were \$30,005, when in fact, as defendant knew,  
21 his true income was substantially higher. Defendant's actual gross  
22 receipts for tax year 2019 were \$355,604, resulting in a tax loss of  
23 \$136,913.

#### 24 SENTENCING FACTORS

25 23. Defendant understands that in determining defendant's  
26 sentence the Court is required to calculate the applicable Sentencing  
27 Guidelines range and to consider that range, possible departures  
28 under the Sentencing Guidelines, and the other sentencing factors set

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

9 24. Defendant and the USAO agree to the following applicable  
10 Sentencing Guidelines factors:

11 Base Offense Level: 7 [U.S.S.G. § 2B1.1(a)]

12 Loss Over \$250,000: +12 [U.S.S.G. § 2B1.1(b)(1)(G)]

13 Multiple Count Adjustment: +2 [U.S.S.G. § 3D1.4]

14 Defendant and the USAO reserve the right to argue that additional  
15 specific offense characteristics, adjustments, and departures under  
16 the Sentencing Guidelines are appropriate.

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

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

23 WAIVER OF CONSTITUTIONAL RIGHTS

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

26 a. The right to persist in a plea of not guilty.

27 b. The right to a speedy and public trial by jury.

28 c. The right to be represented by counsel - and if

1 necessary have the Court appoint counsel - at trial. Defendant  
2 understands, however, that defendant retains the right to be  
3 represented by counsel - and if necessary have the Court appoint  
4 counsel - at every other stage of the proceeding.

5 d. The right to be presumed innocent and to have the  
6 burden of proof placed on the government to prove defendant guilty  
7 beyond a reasonable doubt.

8 e. The right to confront and cross-examine witnesses  
9 against defendant.

10 f. The right to testify and to present evidence in  
11 opposition to the charges, including the right to compel the  
12 attendance of witnesses to testify.

13 g. The right not to be compelled to testify, and, if  
14 defendant chose not to testify or present evidence, to have that  
15 choice not be used against defendant.

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

19 WAIVER OF APPEAL OF CONVICTIONS

20 28. Defendant understands that, with the exception of an appeal  
21 based on a claim that defendant's guilty pleas were involuntary, by  
22 pleading guilty defendant is waiving and giving up any right to  
23 appeal defendant's convictions on the offenses to which defendant is  
24 pleading guilty. Defendant understands that this waiver includes,  
25 but is not limited to, arguments that the statutes to which defendant  
26 is pleading guilty are unconstitutional, and any and all claims that  
27 the statement of facts provided herein is insufficient to support  
28 defendant's pleas of guilty.

1                                    LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2            29. Defendant gives up the right to appeal all of the  
3 following: (a) the procedures and calculations used to determine and  
4 impose any portion of the sentence; (b) the term of imprisonment  
5 imposed by the Court; (c) the fine imposed by the Court, provided it  
6 is within the statutory maximum; (d) to the extent permitted by law,  
7 the constitutionality or legality of defendant's sentence, provided  
8 it is within the statutory maximum; (e) the term of probation or  
9 supervised release imposed by the Court, provided it is within the  
10 statutory maximum; and (f) any of the following conditions of  
11 probation or supervised release imposed by the Court: the conditions  
12 set forth in Second Amended General Order 20-04 of this Court; the  
13 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
14 3583(d); and the alcohol and drug use conditions authorized by 18  
15 U.S.C. § 3563(b)(7).

16            30. The USAO agrees that, provided all portions of the sentence  
17 are at or below the statutory maximum specified above, the USAO gives  
18 up its right to appeal any portion of the sentence.

19                                    RESULT OF WITHDRAWAL OF GUILTY PLEAS

20            31. Defendant agrees that if, after entering guilty pleas  
21 pursuant to this agreement, defendant seeks to withdraw and succeeds  
22 in withdrawing defendant's guilty pleas on any basis other than a  
23 claim and finding that entry into this plea agreement was  
24 involuntary, then: (a) the USAO will be relieved of all of its  
25 obligations under this agreement, including in particular its  
26 obligations regarding the use of Cooperation Information; and (b) in  
27 any investigation, criminal prosecution, or civil, administrative, or  
28 regulatory action, defendant agrees that any Cooperation Information

1 and any evidence derived from any Cooperation Information shall be  
2 admissible against defendant, and defendant will not assert, and  
3 hereby waives and gives up, any claim under the United States  
4 Constitution, any statute, or any federal rule that any Cooperation  
5 Information or any evidence derived from any Cooperation Information  
6 should be suppressed or is inadmissible.

7 EFFECTIVE DATE OF AGREEMENT

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

11 BREACH OF AGREEMENT

12 33. Defendant agrees that if defendant, at any time after the  
13 signature of this agreement and execution of all required  
14 certifications by defendant, defendant's counsel, and an Assistant  
15 United States Attorney, knowingly violates or fails to perform any of  
16 defendant's obligations under this agreement ("a breach"), the USAO  
17 may declare this agreement breached. For example, if defendant  
18 knowingly, in an interview, before a grand jury, or at trial, falsely  
19 accuses another person of criminal conduct or falsely minimizes  
20 defendant's own role, or the role of another, in criminal conduct,  
21 defendant will have breached this agreement. All of defendant's  
22 obligations are material, a single breach of this agreement is  
23 sufficient for the USAO to declare a breach, and defendant shall not  
24 be deemed to have cured a breach without the express agreement of the  
25 USAO in writing. If the USAO declares this agreement breached, and  
26 the Court finds such a breach to have occurred, then:

27 a. If defendant has previously entered guilty pleas  
28 pursuant to this agreement, defendant will not be able to withdraw

1 the guilty pleas.

2           b. The USAO will be relieved of all its obligations under  
3 this agreement; in particular, the USAO: (i) will no longer be bound  
4 by any agreements concerning sentencing and will be free to seek any  
5 sentence up to the statutory maximum for the crimes to which  
6 defendant has pleaded guilty; and (ii) will no longer be bound by any  
7 agreement regarding the use of Cooperation Information and will be  
8 free to use any Cooperation Information in any way in any  
9 investigation, criminal prosecution, or civil, administrative, or  
10 regulatory action.

11           c. The USAO will be free to criminally prosecute  
12 defendant for false statement, obstruction of justice, and perjury  
13 based on any knowingly false or misleading statement by defendant.

14           d. In any investigation, criminal prosecution, or civil,  
15 administrative, or regulatory action: (i) defendant will not assert,  
16 and hereby waives and gives up, any claim that any Cooperation  
17 Information was obtained in violation of the Fifth Amendment  
18 privilege against compelled self-incrimination; and (ii) defendant  
19 agrees that any Cooperation Information and any Plea Information, as  
20 well as any evidence derived from any Cooperation Information or any  
21 Plea Information, shall be admissible against defendant, and  
22 defendant will not assert, and hereby waives and gives up, any claim  
23 under the United States Constitution, any statute, Rule 410 of the  
24 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of  
25 Criminal Procedure, or any other federal rule, that any Cooperation  
26 Information, any Plea Information, or any evidence derived from any  
27 Cooperation Information or any Plea Information should be suppressed  
28 or is inadmissible.

1                    COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2                    OFFICE NOT PARTIES

3            34. Defendant understands that the Court and the United States  
4 Probation and Pretrial Services Office are not parties to this  
5 agreement and need not accept any of the USAO's sentencing  
6 recommendations or the parties' agreements to facts or sentencing  
7 factors.

8            35. Defendant understands that both defendant and the USAO are  
9 free to: (a) supplement the facts by supplying relevant information  
10 to the United States Probation and Pretrial Services Office and the  
11 Court, (b) correct any and all factual misstatements relating to the  
12 Court's Sentencing Guidelines calculations and determination of  
13 sentence, and (c) argue on appeal and collateral review that the  
14 Court's Sentencing Guidelines calculations and the sentence it  
15 chooses to impose are not error, although each party agrees to  
16 maintain its view that the calculations in paragraph 24 are  
17 consistent with the facts of this case. While this paragraph permits  
18 both the USAO and defendant to submit full and complete factual  
19 information to the United States Probation and Pretrial Services  
20 Office and the Court, even if that factual information may be viewed  
21 as inconsistent with the facts agreed to in this agreement, this  
22 paragraph does not affect defendant's and the USAO's obligations not  
23 to contest the facts agreed to in this agreement.

24            36. Defendant understands that even if the Court ignores any  
25 sentencing recommendation, finds facts or reaches conclusions  
26 different from those agreed to, and/or imposes any sentence up to the  
27 maximum established by statute, defendant cannot, for that reason,  
28 withdraw defendant's guilty pleas, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant  
2 understands that no one - not the prosecutor, defendant's attorney,  
3 or the Court - can make a binding prediction or promise regarding the  
4 sentence defendant will receive, except that it will be within the  
5 statutory maximum.

6 NO ADDITIONAL AGREEMENTS

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


12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 38. The parties agree that this agreement will be considered  
14 part of the record of defendant's guilty plea hearing as if the  
15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

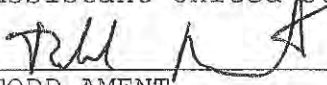
17 UNITED STATES ATTORNEY'S OFFICE  
18 FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

19 TRACY L. WILKISON  
United States Attorney

20  06/08/2022

21 \_\_\_\_\_  
22 DANIEL H. AHN  
23 DANIEL S. LIM  
24 MELISSA S. RABBANI  
25 Assistant United States Attorneys

21 \_\_\_\_\_  
Date

26   
27 TODD AMENT  
28 Defendant

24 \_\_\_\_\_  
Date

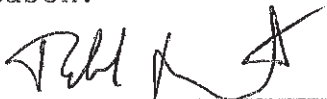
26   
27 SALVATORE P. CIULLA  
28 Attorney for Defendant TODD AMENT

26 \_\_\_\_\_  
Date



1  
2  
3 CERTIFICATION OF DEFENDANT

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

21 

22 TODD AMENT  
Defendant

6-1-22

23 Date

24 CERTIFICATION OF DEFENDANT'S ATTORNEY

25 I am Todd Ament's attorney. I have carefully and thoroughly  
26 discussed every part of this agreement with my client. Further, I  
27 have fully advised my client of his rights, of possible pretrial  
28 motions that might be filed, of possible defenses that might be

1 asserted either prior to or at trial, of the sentencing factors set  
2 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
3 provisions, and of the consequences of entering into this agreement.  
4 To my knowledge: no promises, inducements, or representations of any  
5 kind have been made to my client other than those contained in this  
6 agreement; no one has threatened or forced my client in any way to  
7 enter into this agreement; my client's decision to enter into this  
8 agreement is an informed and voluntary one; and the factual basis set  
9 forth in this agreement is sufficient to support my client's entry of  
10 guilty pleas pursuant to this agreement.

11 

12 \_\_\_\_\_  
13 SALVATORE P. CIULLA  
14 Attorney for Defendant TODD AMENT

11 6-1-22

12 \_\_\_\_\_  
13 Date