

1 E. MARTIN ESTRADA
United States Attorney
2 MACK E. JENKINS
Assistant United States Attorney
3 Chief, Criminal Division
ANDREW BROWN (Cal. Bar No. 172009)
4 Assistant United States Attorney
Major Frauds Section
5 1100 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-0102
7 Facsimile: (213) 894-6269
E-mail: andrew.brown@usdoj.gov
8 Attorneys for Plaintiff
UNITED STATES OF AMERICA
9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 BOBBY JOE JACKSON JR.,

16 Defendant.
17

No. 2:23-CR-210-DSF

PLEA AGREEMENT FOR DEFENDANT
BOBBY JOE JACKSON JR.

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a) At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to Count One of the
28

1 indictment, which charges defendant with Conspiracy to Commit Bank
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

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

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

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

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

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds fifteen years.

25 k) Support the government's request that defendant's
26 supervised release include the following search condition:

27 Defendant shall submit defendant's person and any
28 property, residence, vehicle, papers, computer, other
electronic communication or data storage devices or media,

1 and effects to search and seizure at any time of the day
2 or night by any law enforcement or probation officer, with
3 or without a warrant, and with or without cause. If
4 stopped or questioned by a law enforcement officer for any
reason, defendant shall notify that officer that defendant
is on federal supervised release and subject to search
with or without cause.

5
6 THE USAO'S OBLIGATIONS

7 3. The USAO agrees to:

8 a) Not contest facts agreed to in this agreement.

9 b) At the time of sentencing, move to dismiss the
10 remaining counts of the indictment as against defendant. Defendant
11 understands, however, that at the time of sentencing the Court may
12 consider any dismissed charges in determining the applicable
13 Sentencing Guidelines range, the propriety and extent of any
14 departure from that range, and the sentence to be imposed.

15 NATURE OF THE OFFENSE

16 4. Defendant understands that for defendant to be guilty of
17 conspiracy to commit bank fraud, in violation of Title 18, United
18 States Code, Section 1349, the following must be true: First,
19 during the time period alleged in the indictment there was an
20 agreement between two or more persons to commit bank fraud; Second,
21 defendant became a member of the conspiracy knowing of its object
22 and intending to help accomplish it. The elements of bank fraud, in
23 turn, are as follows: First, defendant knowingly carried out a
24 scheme or plan to obtain money or property from a financial
25 institution by making false statements or promises; Second,
26 defendant knew that the statements or promises were false; Third,
27 the statements or promises were material, that is, they had a
28 natural tendency to influence, or were capable of influencing, a

1 financial institution to part with money or property; Fourth, the
2 defendant acted with the intent to defraud; and Fifth, the financial
3 institution meets the definition set forth in 18 U.S.C. Section 20.
4 That Section defines a mortgage lending business whose activities
5 affect interstate commerce as a "financial institution."

6 PENALTIES AND RESTITUTION

7 5. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of Title 18, United States
9 Code, Sections 1349, 1344, is: 30 years imprisonment; a five-year
10 period of supervised release; a fine of \$1,000,000, or twice the
11 gross gain or loss, whichever is greatest; and a mandatory special
12 assessment of \$100.

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

22 7. Defendant understands that, by pleading guilty, defendant
23 may be giving up valuable government benefits and valuable civic
24 rights, such as the right to vote, the right to possess a firearm,
25 the right to hold office, and the right to serve on a jury.
26 Defendant understands that once the court accepts defendant's guilty
27 plea, it will be a federal felony for defendant to possess a firearm
28 or ammunition. Defendant understands that the conviction in this

1 case may also subject defendant to various other collateral
2 consequences, including but not limited to revocation of probation,
3 parole, or supervised release in another case and suspension or
4 revocation of a professional license. Defendant understands that
5 unanticipated collateral consequences will not serve as grounds to
6 withdraw defendant's guilty plea.

7 8. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offense to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts
13 greater than those alleged in the count to which defendant is
14 pleading guilty. In particular, defendant agrees that the Court may
15 order restitution to any victim of any of the following for any
16 losses suffered by that victim as a result: (a) any relevant
17 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
18 offenses to which defendant is pleading guilty; and (b) any counts
19 dismissed and charges not prosecuted pursuant to this agreement as
20 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
21 connection with those counts and charges. The parties have no other
22 agreement regarding restitution, including the applicable amount.

23 FACTUAL BASIS

24 9. Defendant admits that defendant is, in fact, guilty of the
25 offense to which defendant is agreeing to plead guilty. Defendant
26 and the USAO agree to the statement of facts provided below and
27 agree that this statement of facts is sufficient to support a plea
28 of guilty to the charges described in this agreement and to

1 establish the Sentencing Guidelines factors set forth below but is
2 not meant to be a complete recitation of all facts relevant to the
3 underlying criminal conduct or all facts known to either party that
4 relate to that conduct.

5 Beginning in 2020, and continuing through July 28, 2022, there
6 was an agreement between two or more persons to commit bank
7 fraud. Defendant became a member of that conspiracy knowing of
8 its object and intending to help accomplish it. In furtherance
9 of the conspiracy, defendant, acting with the intent to
10 defraud, submitted false applications for Paycheck Protection
11 Program (PPP) loans for himself and some of his co-
12 conspirators. In these applications, defendant included
13 fictitious income statements to trick lenders into extending
14 PPP loans that would not otherwise have been made. In April of
15 2021, Capital Plus Financial funded two of these PPP loans,
16 each for \$20,832, based on defendant's fraudulent applications.
17 Capital Plus Financial is a mortgage lending business whose
18 activities affect interstate commerce, and is certified by the
19 Treasury as a Community Development Financial Institution.

20 SENTENCING FACTORS

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

WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

c) The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

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

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

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

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

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

LIMITED WAIVER OF DISCOVERY

12. In exchange for the government's obligations under this agreement, defendant gives up any right he may have had to review the additional discovery.

WAIVER OF APPEAL OF CONVICTION

13. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offenses to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than fifteen years, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$1,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

15. Defendant also gives up any right to bring a post-conviction collateral attack on the convictions or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

16. The USAO gives up its right to appeal any portion of the sentence unless defendant files a notice of appeal, in which case the USAO is free to cross-appeal every aspect of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

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

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

19. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is

1 sufficient for the USAO to declare a breach, and defendant shall not
2 be deemed to have cured a breach without the express agreement of
3 the USAO in writing. If the USAO declares this agreement breached,
4 and the Court finds such a breach to have occurred, then: (a) if
5 defendant has previously entered a guilty plea pursuant to this
6 agreement, defendant will not be able to withdraw the guilty pleas,
7 (b) the USAO will be relieved of all its obligations under this
8 agreement, and (c) defendant will still be bound by defendant's
9 obligations under this agreement.

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

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

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

22 c) Defendant agrees that: (i) any statements made by
23 defendant, under oath, at the guilty plea hearing (if such a hearing
24 occurred prior to the breach); (ii) the agreed to factual basis
25 statement in this agreement; and (iii) any evidence derived from
26 such statements, shall be admissible against defendant in any such
27 action against defendant, and defendant waives and gives up any
28 claim under the United States Constitution, any statute, Rule 410 of

1 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
2 Criminal Procedure, or any other federal rule, that the statements
3 or any evidence derived from the statements should be suppressed or
4 are inadmissible.

5 COURT AND PROBATION OFFICE NOT PARTIES

6 21. Defendant understands that the Court and the United States
7 Probation Office are not parties to this agreement and need not
8 accept any of the USAO's sentencing recommendations or the parties'
9 agreements to facts or sentencing factors.

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

25 23. Defendant understands that even if the Court ignores any
26 sentencing recommendation, finds facts or reaches conclusions
27 different from those agreed to, and/or imposes any sentence up to
28 the maximum established by statute, defendant cannot, for that

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

7 NO ADDITIONAL AGREEMENTS

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

13 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

17 AGREED AND ACCEPTED

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

20 E. MARTIN ESTRADA
 21 United States Attorney

22 Andrew Brown

23 ANDREW BROWN
 24 Assistant United States Attorney

June 27, 2024

Date

25 Bobby Joe Jackson
 26 BOBBY JOE JACKSON JR.
 27 Defendant

7/16/2024

Date

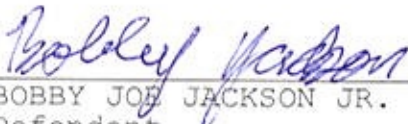
28 Tarek Shawk
 TAREK SHAWKY
 Attorney for Defendant
 BOBBY JOE JACKSON JR.

7/16/24

Date

CERTIFICATION OF DEFENDANT

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


BOBBY JOE JACKSON JR.
Defendant

7/16/2024
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am BOBBY JOE JACKSON JR.'s attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of my client's rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant

1 Sentencing Guidelines provisions, and of the consequences of
2 entering into this agreement. To my knowledge: no promises,
3 inducements, or representations of any kind have been made to my
4 client other than those contained in this agreement; no one has
5 threatened or forced my client in any way to enter into this
6 agreement; my client's decision to enter into this agreement is an
7 informed and voluntary one; and the factual basis set forth in this
8 agreement is sufficient to support my client's entry of a guilty
9 plea pursuant to this agreement.

10 

11
12 TAREK SHAWKY
13 Attorney for Defendant
BOBBY JOE JACKSON JR.

7/16/24

Date