

PHILLIP A. TALBERT
United States Attorney
JEFFREY A. SPIVAK
Assistant United States Attorney
2500 Tulare Street, Suite 4401
Fresno, CA 93721
Telephone: (559) 497-4000
Facsimile: (559) 497-4099

Attorneys for Plaintiff
United States of America

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

GURJEET BATH,

Defendant.

CASE NO. 1:24-cr-00198-JLT-SKO

PLEA AGREEMENT

Date: TBD
Time: TBD
Court: TBD

I. INTRODUCTION

A. Scope of Agreement.

The Information in this case charges the defendant Gurjeet Bath with one count of stealing government money in violation of 18 U.S.C. § 641. This document contains the complete Plea Agreement between the United States Attorney's Office for the Eastern District of California and the defendant regarding this case. This Plea Agreement is limited to the United States Attorney's Office for the Eastern District of California (hereinafter, the "government") and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

B. Court Not a Party.

The Court is not a party to this Plea Agreement. Sentencing is a matter solely within the discretion of the Court, and the Court may take into consideration any and all facts and circumstances

1 concerning the criminal activities of the defendant. This includes activities that may not have been
2 charged in the Information. The Court is under no obligation to accept any recommendations made by
3 the parties, and the Court may in its discretion impose any sentence it deems appropriate up to and
4 including the statutory maximum stated in this Plea Agreement.

5 If the Court should impose any sentence up to the maximum established by the statute, the
6 defendant cannot, for that reason alone, withdraw his guilty plea and he will remain bound to fulfill all
7 of the obligations under this Plea Agreement. The defendant agrees the prosecutor, defense counsel, and
8 the Court cannot make a binding prediction or promise regarding the sentence he receives.

9 **II. DEFENDANT'S OBLIGATIONS**

10 **A. Guilty Plea.**

11 The defendant will plead guilty to the sole count in the information - theft of government
12 property, in violation of 18 U.S.C. § 641. The defendant agrees that he is in fact guilty of this crime and
13 that the facts set forth in the Factual Basis for Plea attached as Exhibit A are accurate.

14 The defendant agrees that this Plea Agreement will be filed with the Court and become a part of
15 the record in this case. The defendant agrees that he will not be allowed to withdraw his guilty plea
16 should the Court not follow the parties' sentencing recommendations.

17 The defendant agrees that the statements made by him in signing this Plea Agreement, including
18 the factual admissions set forth in the factual basis, shall be admissible and useable against the defendant
19 by the government in any subsequent criminal or civil proceedings even if the defendant fails to enter a
20 guilty plea pursuant to this Plea Agreement. The defendant waives any rights under Fed. R. Crim. P.
21 11(f) and Fed. R. Evid. 410 to the extent that these rules are inconsistent with this paragraph or with this
22 Plea Agreement generally.

23 The defendant agrees that, under the United States Constitution, he is entitled to be indicted by a
24 grand jury on the charge to which he is pleading guilty. Pursuant to Fed. R. Crim. P. 7(b), he also agrees
25 to waive any and all rights he has to being prosecuted by way of Indictment to the charge set forth in the
26 Information. He will sign a waiver of prosecution by Indictment and consent to proceed by Information.

27 ///

28 ///

1 **B. Restitution.**

2 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
3 certain offenses. The defendant agrees that his misconduct is governed by the act and that he will pay
4 the full amount of restitution owed to all victims affected by his offense. The amount of restitution will
5 not exceed \$850,000.

6 The defendant will not sell, encumber, transfer, convey, or otherwise dispose of any of his assets
7 without the prior written consent of the United States Attorney, except that the defendant may sell,
8 transfer, or convey personal property, including used vehicles and personal items but not financial
9 instruments or ownership interests in business entities, with an aggregate value of less than \$5,000, until
10 his restitution is satisfied.

11 The defendant agrees that all criminal monetary penalties imposed by the Court, including his
12 restitution, will be due in full immediately at the time of sentencing and subject to immediate
13 enforcement by the government. The defendant also agrees to pay full restitution before his sentencing
14 hearing. Finally, the defendant agrees that any payment schedule or plan set by the Court for the
15 remainder of his restitution is merely a minimum and does not foreclose the government from collecting
16 the remainder at any time through all available means. The government will provide payment
17 instructions to the defendant.

18 The defendant agrees that he will not seek to discharge any restitution obligation in a bankruptcy
19 proceeding. The defendant also agrees that this Plea Agreement will be violated and voidable at the
20 option of the government if he fails to pay restitution as agreed.

21 **C. Fine.**

22 The defendant agrees to pay \$100,000 as a criminal fine.

23 **D. Special Assessment.**

24 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
25 a check or money order, payable to the United States District Court, to the United States Probation
26 Office before the sentencing hearing.

27 **E. Violation of Plea Agreement and Withdrawal of Plea.**

28 If the defendant, cooperating or not, violates this Plea Agreement in any way, withdraws his

1 plea, or tries to withdraw his plea, this Plea Agreement is voidable at the option of the government. If
2 the government voids the Plea Agreement based on the defendant's violation, the government will no
3 longer be bound by its representations to the defendant concerning the limits on criminal prosecution
4 and sentencing as set forth herein. A defendant violates a plea agreement by committing any crime or
5 providing or procuring any statement or testimony that is knowingly false, misleading, or materially
6 incomplete in any litigation or sentencing process in this case, or engaging in any post-plea misconduct
7 constituting obstruction of justice. Except as otherwise permitted in this Plea Agreement, varying from
8 stipulated United States Sentencing Guidelines ("USSG") application or agreements, personally or
9 through counsel, also constitutes a violation of the agreement. The government will have the right to
10 prosecute the defendant on the count to which he pleaded guilty and file any new charges that would
11 otherwise be barred by this Plea Agreement. The defendant shall thereafter be subject to prosecution for
12 any federal criminal violation of which the government has knowledge. The decision to pursue any or
13 all of these options is solely in the discretion of the government.

14 By signing this Plea Agreement, the defendant agrees to waive any objections, motions, and
15 defenses that he may have to the government's decision. Any prosecutions that are not time-barred by
16 the applicable statute of limitations as of the date of this Plea Agreement may be commenced in
17 accordance with this paragraph notwithstanding the expiration of the statute of limitations between the
18 signing of this Plea Agreement and the commencement of any such prosecutions. The defendant also
19 agrees not to raise any objections based on the passage of time with respect to such counts including, but
20 not limited to, any statutes of limitation or the Speedy Trial Act or Speedy Trial Clause of the Sixth
21 Amendment. The determination whether the defendant violated the Plea Agreement will be by a
22 probable cause standard.

23 In addition, all statements made by the defendant to the government or other designated law
24 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
25 whether before or after this Plea Agreement, shall be admissible in evidence in any criminal, civil, or
26 administrative proceedings hereafter brought against the defendant. The defendant shall assert no claim
27 under the United States Constitution, any statute, Fed. R. Crim. P. 11(f), Fed. Rule Evid. 410, or any
28 other federal rule that statements made by him before or after this Plea Agreement, or any leads derived

therefrom, should be suppressed. By signing this Plea Agreement, the defendant waives any and all rights in the foregoing respects.

F. Forfeiture

The defendant agrees to forfeit to the United States voluntarily and immediately all of his right, title, and interest to any and all assets subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c), and Fed. R. Crim. P. 32.2(b). Those assets include, but are not limited to, the following:

1. Real property located at 2745 S. Peach Ave, Fresno, California, Fresno County, APN: 316-040-34,
2. Real property located at 18670 S. Elm Avenue, Laton, California, Fresno County, APNs: 055-310-15 and 055-021-18,
3. A personal money judgment in the amount of \$841,500.00, less any forfeited assets.

The defendant agrees that the listed assets constitute property, real or personal, derived from proceeds traceable to a violation of 18 U.S.C. § 641.

If the defendant satisfies his full restitution obligation prior to sentencing, the United States agrees to forgo forfeiture of all of the above-listed assets. The defendant agrees to fully assist the government in the forfeiture of the listed assets and to take whatever steps are necessary to pass clear title to the United States. Defendant agrees to return a fully executed version of the Stipulation and Consent to Forfeiture together with this plea agreement. Defendant understands and acknowledges that the execution and return of the Stipulation and Consent to Forfeiture is a condition precedent to this plea agreement being effective.

The defendant shall not sell, transfer, convey, or otherwise dispose of any of his assets, including but not limited to, the above-listed assets. The defendant agrees not to file a claim to any of the listed property in any civil proceeding, administrative or judicial, which may be initiated. The defendant agrees to waive his right to notice of any forfeiture proceeding involving this property and agrees to not file a claim or assist others in filing a claim in that forfeiture proceeding.

The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of assets. The defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of these assets in any proceeding. The defendant agrees to waive any jeopardy defense

and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of the assets by the United States, the State of California or its subdivisions. The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defenses or defects that may pertain to the forfeiture.

G. Asset Disclosure.

The defendant agrees to make a full and complete disclosure of his assets and financial condition, and he will complete the government's Authorization to Release Information and Financial Affidavit within eight weeks from the entry of his change of plea. This includes supporting documentation. The defendant also agrees to have the Court enter an order to this effect. Finally, the defendant agrees that if he fails to complete truthfully and provide the described documentation to the government within the allotted time, he will be considered in violation of the Plea Agreement and the government shall be entitled to the remedies in section II.E.

III. GOVERNMENT'S OBLIGATIONS

A. Other Charges.

The government agrees not to bring any other charges arising from the misconduct outlined in the Factual Basis for Plea except if this Plea Agreement is voided or as provided in paragraphs II.E (Violation of Plea Agreement and Withdrawal of Plea), VI.B (Stipulated USSG Calculations), and VII.B (Waiver of Appeal and Collateral Attack).

B. Recommendations.

1. Incarceration Range.

The government will recommend that the defendant be sentenced to a sentence at the low-end of the applicable guideline range as determined by the Court. The government also agrees to recommend a two level downward variance at sentencing.

2. Acceptance of Responsibility.

The government will recommend a two-level reduction if the offense level is less than 16 or a three-level reduction if the offense level reaches 16 in the computation of the defendant's offense level if he demonstrates acceptance of responsibility for his misconduct as defined in USSG § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of the pre-

1 sentence report, being truthful and candid with the probation officer, and not otherwise engaging in
2 misconduct that constitutes obstruction of justice within the meaning of USSG § 3C1.1 either in the
3 preparation of the pre-sentence report or during the sentencing proceeding.

4 **C. Use of Information for Sentencing.**

5 The government is free to provide full and accurate information to the Court and the United
6 States Probation Office, including answering any inquiries and rebutting any inaccurate statements that
7 are made. The defendant agrees that nothing in this Plea Agreement bars the government from
8 defending on appeal or collateral review any sentence that the Court may impose.

9 **IV. ELEMENTS OF THE OFFENSE**

10 At a trial, the government would have to prove beyond a reasonable doubt the following
11 elements to convict the defendant of theft of government property, in violation of 18 U.S.C. § 641:

- 12 1. The defendant knowingly stole property with the intention of depriving the owner of
13 the use or benefit of the property;
14 2. The property belonged to the United States; and
15 3. The value of the property exceeded \$1,000.

16 The defendant understands the nature and elements of the crime charged in the Information to which he
17 is pleading guilty, together with the possible defenses thereto, and has discussed them with his attorney.

18 **V. MAXIMUM SENTENCE**

19 **A. Maximum Penalty.**

20 The maximum sentence that the Court can impose is ten years of incarceration, a fine of
21 \$250,000, three years of supervised release, and a special assessment of \$100. By signing this Plea
22 Agreement, the defendant agrees that the Court can order the payment of restitution for the full loss
23 caused by the defendant's misconduct. The defendant also agrees that the restitution order is not
24 restricted to the amounts alleged in the specific count to which he is pleading guilty, though the
25 government agrees to recommend that the amount of restitution should not exceed \$850,000.

26 **B. Supervised Release Violations.**

27 The defendant agrees that if he violates a condition of supervised release at any time during the
28 term of supervised release, the Court may revoke the term of supervised release and require him to serve

up to two additional years of imprisonment.

VI. SENTENCING DETERMINATION

A. Statutory Authority.

The defendant understands that the Court must consult the Federal Sentencing Guidelines and must take them into account when determining a final sentence. The defendant understands that the Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the Sentencing Guidelines and must take them into account when determining a final sentence. The defendant further understands that the Court will consider whether there is a basis for departure from the guideline sentencing range (either above or below the guideline sentencing range) because there exists an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the Sentencing Commission in formulating the Guidelines. The defendant further understands that the Court, after consultation and consideration of the Sentencing Guidelines, must impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

B. Stipulated USSG Calculations.

The parties agree that there is no material dispute as to the following USSG variables and therefore stipulate to the following:

1. Criminal History: The parties estimate, but do not stipulate, that the defendant's Criminal History Category is I.
2. Base Offense Level: 6
3. Loss Amount: +14 (over \$550,000 but under \$1,500,000)
4. Government Variance: -2
5. Acceptance of Responsibility: - 3
6. Total Offense Level: 15 (or 13, if he is a zero point offender under 4C1.1 at the time of sentencing)
7. Sentencing Range: 18-24 months or 12-18 months (The defendant understands that if the criminal history category differs from the parties' estimate, his Guidelines sentencing range may differ from that set forth here.)
6. Departures or Other Enhancements or Reductions:

The parties agree that they will not seek or argue in support of any other specific offense

characteristics, Chapter Three adjustments other than the decrease for “Acceptance of Responsibility,” or cross-references, except that the government may move for a departure or adjustment based on defendant’s post-plea obstruction of justice. The parties also agree not to move for, or argue in support of, any other departures from the USSG.

7. Parties’ Sentencing Recommendations:

The government will recommend that the defendant be sentenced to a term of imprisonment within the applicable guideline range as determined by the Court. The defendant is free to recommend to the Court whatever sentence he believes is appropriate under 18 U.S.C. § 3553(a) down to probation.

VII. WAIVERS

A. Waiver of Constitutional Rights.

The defendant agrees that by pleading guilty he is waiving the following constitutional rights: (1) to plead not guilty and to persist in that plea if already made, (2) to be tried by a jury, (3) to be assisted at trial by an attorney, who would be appointed if necessary, (4) to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of conviction, and other pretrial motions that have been filed or could be filed, (5) to subpoena witnesses to testify on his behalf, (6) to confront and cross-examine witnesses against him, and (7) not to be compelled to incriminate himself.

B. Waiver of Appeal and Collateral Attack.

The defendant agrees that the law gives him a right to appeal his guilty plea, conviction, and sentence. The defendant also agrees as part of his plea, however, to give up the right to appeal the guilty plea, conviction, and sentence imposed in this case as long as the sentence does not exceed the statutory maximum for the offense to which he is pleading guilty. Finally, the defendant agrees that this waiver includes, but is not limited to, any and all constitutional or legal challenges to his conviction and guilty plea, including arguments that the statute to which he is pleading guilty is unconstitutional, and any and all claims that the statement of facts attached to this Plea Agreement is insufficient to support his guilty plea. The defendant gives up the right to appeal any order of restitution that the Court may impose.

Notwithstanding the defendant’s waiver of appeal, the defendant will retain the right to appeal if the sentence imposed by the Court exceeds the statutory maximum or the government appeals the

1 sentence in the case. The defendant agrees that these circumstances occur infrequently and that in
2 almost all cases this Plea Agreement constitutes a complete waiver of all appellate rights.

3 In addition, regardless of the sentence the defendant receives, he also gives up any right to bring
4 a collateral attack, including a motion under 28 U.S.C. §§ 2255 or 2241, challenging any aspect of the
5 guilty plea, conviction, or sentence, except for non-waivable claims.

6 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
7 attempts to vacate his plea, dismiss the underlying charge, or modify or set aside his sentence on the
8 count to which he is pleading guilty, the government shall have the rights set forth in Section II.E.

9 **C. Waiver of Attorneys' Fees and Costs.**

10 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
11 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
12 investigation and prosecution of all charges in the above-captioned matter and of any related allegations.

13 **D. Impact of Plea on Defendant's Immigration Status.**

14 The defendant recognizes that pleading guilty may have consequences with respect to his
15 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
16 are removable offenses, including the offense to which the defendant is pleading guilty. Removal and
17 other immigration consequences are the subject of a separate proceeding, however, and defendant agrees
18 that no one, including his attorney or the district court, can predict to a certainty the effect of his
19 conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty
20 regardless of any immigration consequences that his plea may entail, even if the consequence is his
21 automatic removal from the United States.

22 **VIII. ENTIRE PLEA AGREEMENT**

23 Other than this Plea Agreement, no agreement, understanding, promise, or condition between the
24 government and the defendant exists, nor will such agreement, understanding, promise, or condition
25 exist unless it is committed to in writing and signed by the defendant, counsel for the defendant, and
26 counsel for the government.

27 ///

IX. APPROVALS AND SIGNATURES

A. Defense Counsel:

I have read this Plea Agreement and have discussed it fully with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this Plea Agreement.

Dated: 7-26-2024



MICHAEL MCNEELY
Attorney for Gurjeet Bath

B. Defendant:

I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I have consulted with my attorney and fully understand my rights with respect to the provisions of the USSG that may apply to my case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement. No one has threatened or forced me to enter into this Plea Agreement, and I am satisfied with the representation of my attorney in this case.

Dated: 7/24/2024



GURJEET BATH
Defendant

C. Attorney for United States:

I accept and agree to this Plea Agreement on behalf of the government.

Dated: 8/15/2024

PHILLIP A. TALBERT
United States Attorney



JEFFREY A. SPIVAK
Assistant United States Attorney

EXHIBIT A

FACTUAL BASIS FOR PLEA

If this matter proceeded to trial, the United States would establish the following facts beyond a reasonable doubt which the Defendant Gurjeet Bath agrees are true and correct:

At all relevant times, Defendant Gurjeet Bath operated, himself and with family members, two trucking businesses: G.S. Bath, Inc. and Complete Transportation Solutions (CTS), operating in Fresno County in the State and Eastern District of California.

In/around April 20, 2020, Bath caused G.S. Bath, Inc. to apply for and receive a COVID-19 Paycheck Protection Program ("PPP") loan for approximately \$366,000 from the United States Small Business Administration ("SBA"). Then, in and around March 10, 2021 Bath caused G.S. Bath, Inc. to apply for and receive a PPP loan for approximately \$475,000 from the SBA. For the two G.S. Bath, Inc. PPP loans, Bath falsified records he provided to the SBA to misrepresent and inflate the number of employees G.S. Bath, Inc. had, and to misrepresent and inflate and the gross wages paid by G.S. Bath, Inc. Bath knew these representations were false at the time he made them to the SBA. Based on Bath's material misrepresentations, G.S. Bath, Inc.'s PPP loans were approved and the SBA transferred to Bath and his family members approximately \$366,000 and approximately \$475,000 which were received and deposited into bank accounts in Fresno County, State and Eastern District of California.

Bath then used approximately \$600,000 of those funds to purchase two parcels of agricultural land in Fresno County.

In/around May 7, 2020, Bath caused CTS to apply for and receive a PPP loan for approximately \$198,000 from the SBA. To obtain the loan, Bath knowingly falsified records to misrepresent the number of CTS employees and names of those employees, and misrepresent that CTS paid gross wages to those employees. Bath then submitted those falsified records to the SBA. Based on Bath's material misrepresentations, CTS's PPP loan was approved and the SBA transferred to Bath approximately \$198,000 which were received and deposited into bank accounts in Fresno County, State and Eastern District of California.

The government estimates that G.S. Bath, Inc. would have been eligible to legitimately receive approximately \$87,934 for the first PPP loan (as opposed to the \$366,170 it received) and approximately

1 \$147,429 on the second PPP loan (as opposed to the \$475,400 it received). CTS would not have been
2 eligible for a PPP loan. Thus Bath received \$1,040,288 but was only eligible for \$235,363, resulting in
3 approximately \$804,925 that Bath obtained fraudulently.

4 Bath agrees that he knowingly stole over \$800,000 of government money with the intention of
5 depriving the government of the use or benefit of the money in violation of 18 U.S.C. § 641.

6 I, GURJEET BATH, have read the Factual Basis for Plea and agree to the facts and stipulations
7 contained therein.

8
9 Dated: 7/24/2024



GURJEET BATH, Defendant