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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 ABIOLA FEMI QUADRI,

16 Defendant.
17

No. 2:24-CR-617-GW

PLEA AGREEMENT FOR DEFENDANT
ABIOLA FEMI QUADRI

18 1. This constitutes the plea agreement between ABIOLA FEMI
19 QUADRI ("defendant"), and the United States Attorney's Office for
20 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 Information, 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 THE USAO'S OBLIGATIONS

26 3. The USAO agrees to:

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

1 b) At the time of sentencing, move to dismiss the
2 remaining count of the Information as against defendant. Defendant
3 understands, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 NATURE OF THE OFFENSE

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

24 PENALTIES AND RESTITUTION

25 5. Defendant understands that the statutory maximum sentence
26 that the Court can impose for a violation of Title 18, United States
27 Code, Sections 1349, 1344, is: 30 years' imprisonment; a five-year
28 period of supervised release; a fine of \$1,000,000, or twice the

1 gross gain or loss, whichever is greatest; and a mandatory special
2 assessment of \$100.

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

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

25 8. Defendant and defendant's counsel have discussed the fact
26 that, and defendant understands that, because defendant is not a
27 United States citizen, the conviction in this case makes it
28 practically inevitable and a virtual certainty that defendant will

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

14 9. Defendant understands that defendant will be required to
15 pay full restitution to the victims of the offense to which
16 defendant is pleading guilty. Defendant agrees that, in return for
17 the USAO's compliance with its obligations under this agreement, the
18 Court may order restitution to persons other than the victims of the
19 offenses to which defendant is pleading guilty and in amounts
20 greater than those alleged in the count to which defendant is
21 pleading guilty. In particular, defendant agrees that the Court may
22 order restitution to any victim of any of the following for any
23 losses suffered by that victim as a result: (a) any relevant
24 conduct, as defined in U.S.S.G. § 1B1.3, in connection with the
25 offenses to which defendant is pleading guilty; and (b) any counts
26 dismissed and charges not prosecuted pursuant to this agreement as
27 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
28 connection with those counts and charges.

FACTUAL BASIS

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

Beginning in or before 2020, and continuing through at least 2022, there was an agreement between two or more persons to commit bank fraud. Defendant became a member of that conspiracy knowing of its object and intending to help accomplish it. In furtherance of the conspiracy, defendant and his co-conspirators stole the personal identifying information of victims, and applied for disability and unemployment benefits in their names through the California Employment Development Department ("EDD"). Defendant and his co-conspirators counterfeited disability certifications purportedly issued by real doctors, whose identities were also stolen. Defendant received the EDD debit cards, issued through Bank of America, which were credited with the fraudulent benefits. Acting with the intent to defraud, defendant used the EDD debit cards at ATMs to withdraw in cash those benefits. As a result of this fraud, defendant and his co-conspirators defrauded federally-insured financial institutions including Bank of America.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant

1 cannot have any expectation of receiving a sentence within the
2 calculated Sentencing Guidelines range, and that after considering
3 the Sentencing Guidelines and the other § 3553(a) factors, the Court
4 will be free to exercise its discretion to impose any sentence it
5 finds appropriate up to the maximum set by statute for the crimes of
6 conviction.

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

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

10 Defendant and the USAO reserve the right to argue that additional
11 specific offense characteristics, adjustments, and departures under
12 the Sentencing Guidelines are appropriate.

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

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

19 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 22 a) The right to persist in a plea of not guilty.
23 b) The right to a speedy and public trial by jury.
24 c) The right to be represented by counsel - and if
25 necessary have the court appoint counsel - at trial. Defendant
26 understands, however, that, defendant retains the right to be
27 represented by counsel - and if necessary have the court appoint
28 counsel - at every other stage of the proceeding.

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

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

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

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

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

15 LIMITED WAIVER OF DISCOVERY

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

19 ABANDONMENT OF DIGITAL DEVICES

20 17. Defendant abandons all right, title, and interest
21 defendant had in any of the digital devices seized by law
22 enforcement officials in this case, which defendant admits are
23 instrumentalities of defendant's offense.

24 WAIVER OF APPEAL OF CONVICTION

25 18. Defendant understands that, with the exception of an
26 appeal based on a claim that defendant's guilty pleas were
27 involuntary, by pleading guilty defendant is waiving and giving up
28

1 any right to appeal defendant's convictions on the offenses to which
2 defendant is pleading guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 19. Defendant agrees that, provided the Court imposes a term
5 of imprisonment of no more than fifteen years, defendant gives up
6 the right to appeal all of the following: (a) the procedures and
7 calculations used to determine and impose any portion of the
8 sentence; (b) the term of imprisonment imposed by the Court; (c) the
9 fine imposed by the court, provided it is within the statutory
10 maximum; (d) the term of probation or supervised release imposed by
11 the Court, provided it is within the statutory maximum; (e) the
12 amount and terms of any restitution order, provided it requires
13 payment of no more than \$10,000,000; and (f) the conditions of
14 probation or supervised release imposed by the Court.

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

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

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 22. Defendant agrees that if, after entering a guilty plea
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty plea on any basis other than a

1 claim and finding that entry into this plea agreement was
2 involuntary, then (a) the USAO will be relieved of all of its
3 obligations under this agreement; and (b) should the USAO choose to
4 pursue any charge that was either dismissed or not filed as a result
5 of this agreement, then (i) any applicable statute of limitations
6 will be tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action; and
8 (ii) defendant waives and gives up all defenses based on the statute
9 of limitations, any claim of pre-indictment delay, or any speedy
10 trial claim with respect to any such action, except to the extent
11 that such defenses existed as of the date of defendant's signing
12 this agreement.

13 EFFECTIVE DATE OF AGREEMENT

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

17 BREACH OF AGREEMENT

18 24. Defendant agrees that if defendant, at any time after the
19 effective date of this agreement, knowingly violates or fails to
20 perform any of defendant's obligations under this agreement ("a
21 breach"), the USAO may declare this agreement breached. All of
22 defendant's obligations are material, a single breach of this
23 agreement is sufficient for the USAO to declare a breach, and
24 defendant shall not be deemed to have cured a breach without the
25 express agreement of the USAO in writing. If the USAO declares this
26 agreement breached, and the Court finds such a breach to have
27 occurred, then: (a) if defendant has previously entered a guilty
28 plea pursuant to this agreement, defendant will not be able to

1 withdraw the guilty pleas, (b) the USAO will be relieved of all its
2 obligations under this agreement, and (c) defendant will still be
3 bound by defendant's obligations under this agreement.

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

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

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

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

28. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise

1 regarding the sentence defendant will receive, except that it will
2 be within the statutory maximum.

3 NO ADDITIONAL AGREEMENTS

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

9 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

10 30. The parties agree that this agreement will be considered
11 part of the record of defendant's guilty plea hearing as if the
12 entire agreement had been read into the record of the proceeding.
13 AGREED AND ACCEPTED

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

15 E. MARTIN ESTRADA
16 United States Attorney

17 Andrew Brown
18 ANDREW BROWN
Assistant United States Attorney

December 6, 2024
Date

19 
20 ABIOLA FEMI QUADRI
21 Defendant

12/10/2024
Date

22 
23 ADAM KOPPEKIN
Attorney for Defendant
24 ABIOLA FEMI QUADRI

12/10/2024
Date

25 CERTIFICATION OF DEFENDANT

26 I have read this agreement in its entirety. I have had enough
27 time to review and consider this agreement, and I have carefully and
28 thoroughly discussed every part of it with my attorney. I

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



15
16
17 ABIOLA FEMI QUADRI
Defendant

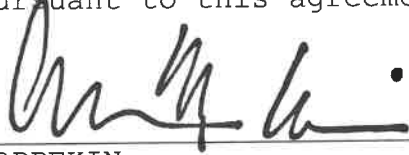
12/10/2024

Date

18 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

1 threatened or forced my client in any way to enter into this
2 agreement; my client's decision to enter into this agreement is an
3 informed and voluntary one; and the factual basis set forth in this
4 agreement is sufficient to support my client's entry of a guilty
5 plea pursuant to this agreement.

6 

7
8 ADAM KOPPEKIN
9 Attorney for Defendant
ABIOLA FEMI QUADRI

12-10-24
Date