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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 VARDGES ABELYAN,

16 Defendant.

No. CR 23-285-ODW

PLEA AGREEMENT FOR DEFENDANT
VARDGES ABELYAN

17
18 1. This constitutes the plea agreement between Vardges Abelyan
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California (the "USAO") in this case. This agreement is
21 limited to the USAO and cannot bind any other federal, state, local,
22 or foreign prosecuting, enforcement, administrative, or regulatory
23 authority.

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 two of the
28

1 indictment in United States v. Abelyan, CR No. 23-285-ODW, which
2 charges defendant with wire fraud, in violation of 18 U.S.C. § 1343.

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

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

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 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 ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

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

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

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

24 i. Complete the Financial Disclosure Statement on a form
25 provided by the USAO and, within 30 days of defendant's entry of a
26 guilty plea, deliver the signed and dated statement, along with all
27 of the documents requested therein, to the USAO by either email at
28 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial

1 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
2 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
3 criminal debt shall be assessed based on the completed Financial
4 Disclosure Statement and all required supporting documents, as well
5 as other relevant information relating to ability to pay.

6 j. Authorize the USAO to obtain a credit report upon
7 returning a signed copy of this plea agreement.

8 k. Consent to the USAO inspecting and copying all of
9 defendant's financial documents and financial information held by the
10 United States Probation and Pretrial Services Office.

11 3. Defendant further agrees:

12 a. To forfeit all right, title, and interest in and to
13 any and all monies, properties, and/or assets of any kind, derived
14 from or acquired as a result of the illegal activity to which
15 defendant is pleading guilty, specifically including, but not limited
16 to, the following: (1) the real property located at 12720 Burbank
17 Boulevard, Unit 118, North Hollywood, California 91607; (2) the real
18 property located at 3921 Mayfield Avenue, Glendale, California 91214;
19 (3) approximately \$131,313.35 in bank funds seized by the Government;
20 and (4) approximately \$27,885 in U.S. currency and gold coins seized
21 by law enforcement officers during a search of defendant at Los
22 Angeles International Airport on May 18, 2023 (collectively, the
23 "Forfeitable Property"). If appropriate under the applicable
24 regulations, the Government will seek approval from the Money
25 Laundering and Asset Recovery Section (MLARS) to have any forfeited
26 funds applied to restitution.

1 b. To the Court's entry of an order of forfeiture at or
2 before sentencing with respect to the Forfeitable Property and to the
3 forfeiture of the property.

4 c. That the Preliminary Order of Forfeiture shall become
5 final as to the defendant upon entry.

6 d. To take whatever steps are necessary to pass to the
7 United States clear title to the Forfeitable Property, including,
8 without limitation, the execution of a consent decree of forfeiture
9 and the completing of any other legal documents required for the
10 transfer of title to the United States.

11 e. Not to contest any administrative forfeiture
12 proceedings or civil judicial proceedings commenced against the
13 Forfeitable Property. If defendant submitted a claim and/or petition
14 for remission for all or part of the Forfeitable Property on behalf
15 of himself or any other individual or entity, defendant shall and
16 hereby does withdraw any such claims or petitions, and further agrees
17 to waive any right he may have to seek remission or mitigation of the
18 forfeiture of the Forfeitable Property. Defendant further waives any
19 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

20 f. Not to assist any other individual in any effort
21 falsely to contest the forfeiture of the Forfeitable Property.

22 g. Not to claim that reasonable cause to seize the
23 Forfeitable Property was lacking.

24 h. To prevent the transfer, sale, destruction, or loss of
25 the Forfeitable Property to the extent defendant has the ability to
26 do so.

1 i. To fill out and deliver to the USAO a completed
2 financial statement listing defendant's assets on a form provided by
3 the USAO.

4 j. That forfeiture of Forfeitable Property shall not be
5 counted toward satisfaction of any special assessment, fine,
6 restitution, costs, or other penalty the Court may impose.

7 k. With respect to any criminal forfeiture ordered as a
8 result of this plea agreement, defendant waives: (1) the requirements
9 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
10 notice of the forfeiture in the charging instrument, announcements of
11 the forfeiture at sentencing, and incorporation of the forfeiture in
12 the judgment; (2) all constitutional and statutory challenges to the
13 forfeiture (including by direct appeal, habeas corpus or any other
14 means); and (3) all constitutional, legal, and equitable defenses to
15 the forfeiture of the Forfeitable Property in any proceeding on any
16 grounds including, without limitation, that the forfeiture
17 constitutes an excessive fine or punishment. Defendant acknowledges
18 that the forfeiture of the Forfeitable Property is part of the
19 sentence that may be imposed in this case and waives any failure by
20 the Court to advise defendant of this, pursuant to Federal Rule of
21 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
22 defendant's guilty plea.

23 THE USAO'S OBLIGATIONS

24 4. The USAO agrees to:

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

26 b. Abide by all agreements regarding sentencing contained
27 in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, 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 d. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offense up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 USSG § 3E1.1, and recommend and, if necessary, move for an additional
12 one-level reduction if available under that section.

13 NATURE OF THE OFFENSE

14 5. Defendant understands that for defendant to be guilty of
15 the crime charged in count two, that is, wire fraud, in violation of
16 18 U.S.C. § 1343, the following must be true: (1) defendant knowingly
17 participated in or devised a scheme or plan to defraud, or a scheme
18 or plan for obtaining money or property by means of false or
19 fraudulent pretenses, representations, or promises. Deceitful
20 statements of half-truths may constitute false or fraudulent
21 representation; (2) the statements made as part of the scheme were
22 material; that is, they had a natural tendency to influence, or were
23 capable of influencing, a person to part with money or property;
24 (3) defendant acted with the intent to defraud, that is, the intent
25 to deceive and cheat; and (4) defendant used, or caused to be used,
26 an interstate wire communication to carry out or attempt to carry out
27 an essential part of the scheme.

PENALTIES AND RESTITUTION

6. Defendant understands that the statutory maximum sentence that the Court can impose for wire fraud, in violation of 18 U.S.C. § 1343, is: twenty years' imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim(s) of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in USSG § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any counts dismissed pursuant to this agreement as well as all relevant conduct, as defined in USSG § 1B1.3, in connection with those counts. The parties currently believe that the applicable amount of restitution is approximately \$169,158, but recognize and agree that this amount could change based on facts that come to the attention of the parties prior to sentencing.

8. The Court will also order forfeiture of the property listed in the forfeiture allegation of the indictment pursuant to 18 U.S.C. § 982.

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

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

23 11. Defendant and his counsel have discussed the fact that, and
24 defendant understands that, if defendant is not a United States
25 citizen, the conviction in this case makes it practically inevitable
26 and a virtual certainty that defendant will be removed or deported
27 from the United States. Defendant may also be denied United States
28 citizenship and admission to the United States in the future.

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

11 FACTUAL BASIS

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

21 The Coronavirus Aid, Relief, and Economic Security ("CARES") Act
22 was a federal law enacted in or about March 2020 that was designed to
23 provide emergency financial assistance to Americans suffering
24 economic harm as a result of the COVID-19 pandemic. The Economic
25 Injury Disaster Loan Program ("EIDL") was a United States Small
26 Business Administration ("SBA") program that provided low-interest
27 financing to small businesses, renters, and homeowners in regions
28 affected by declared disasters. The CARES Act authorized the SBA to

1 provide EIDL loans of up to \$2 million to eligible small businesses
2 experiencing substantial financial disruption due to the COVID-19
3 pandemic.

4 To obtain an EIDL loan, a qualifying business was required to
5 submit an application to the SBA and provide information about the
6 business's operations, such as the number of employees, gross
7 revenues for the 12-month period preceding the disaster, and cost of
8 goods sold in the 12-month period preceding the disaster. In the
9 case of EIDL loans for COVID-19 relief, the 12-month period was the
10 12-month period from January 31, 2019, to January 31, 2020. The
11 applicant was also required to certify that all of the information in
12 the application was true and correct to the best of the applicant's
13 knowledge. EIDL loan applications were submitted directly to the SBA
14 and processed by the agency with support from a government
15 contractor. The amount of the loan, if the application was approved,
16 was determined in part based on the information provided by the
17 applicant about employment, revenue, and cost of goods sold. Any
18 funds issued under an EIDL loan were issued directly by the SBA.
19 Borrowers, as part of the EIDL loan application, certified that they
20 would use loan proceeds "solely as working capital to alleviate
21 economic injury caused by disaster occurring in the month of January
22 31, 2020 and continuing thereafter."

23 Beginning no later than on or about June 18, 2020, and
24 continuing through at least June 26, 2020, in Los Angeles County,
25 within the Central District of California, and elsewhere, defendant,
26 knowingly and with the intent to defraud, devised, participated in,
27 and executed a scheme to defraud the SBA as to material matters, and
28

1 to obtain money and property by means of material false and
2 fraudulent pretenses, representations, and promises.

3 Defendant was the sole owner of Cargo Fleet Rentals Inc, a
4 California corporation. He also maintained at JPMorgan Chase Bank,
5 N.A., a checking account in the name of Cargo Fleet Rentals Inc (the
6 "Cargo Fleet Rentals Account"), a checking account in his own name
7 ending 6991 (the "6991 Account"), and a checking account in his own
8 name ending 5832 (the "5832 Account"). Defendant opened the Cargo
9 Fleet Rentals on June 18, 2020, to create the false impression that
10 Cargo Fleet Rentals conducted real business. He then applied to the
11 SBA on June 20, 2020, for an EIDL loan and advance by making false
12 statements and representations concerning Cargo Fleet Rentals,
13 including falsely stating that Cargo Fleet Rentals had 32 employees,
14 made \$1,465,790 in gross revenues in 2019, and had monthly sales of
15 \$122,149.16. As a result of these false statements, by means of
16 interstate wire, the SBA transmitted \$10,000 to the Cargo Fleet
17 Rentals Account on June 23, 2020, and \$149,900 to the Cargo Fleet
18 Rentals Account on June 26, 2020. According to SBA records, the loan
19 amount accrued interest of approximately \$9,158.35 as of June 22,
20 2023.

21 To purchase the real property located at 12720 Burbank
22 Boulevard, Unit 118, North Hollywood, California 91607, defendant
23 also made various false statements to United Wholesale Mortgage, LLC,
24 a financial institution. On August 9, 2021, he submitted a letter to
25 United Wholesale Mortgage that falsely stated that (1) the 5832
26 Account was used for his consulting business; (2) the falsified bank
27 statements he included with the letter were statements for the 5832
28 Account; and (3) the circled deposits on the falsified bank

1 statements were "business related deposits." On August 16, 2021, he
2 submitted a uniform residential loan application to United Wholesale
3 Mortgage that falsely stated that (1) was employed by "Vardges
4 Abelyan Consulting," (2) received a gross monthly income of
5 \$5,527.34; and (3) had worked for "Vardges Abelyan Consulting" for
6 six years and six months. In connection with both sets of false
7 statements, defendant submitted a letter, dated August 9, 2021,
8 purportedly from victim M.A., an real enrolled agent, stating, "The
9 purpose of this letter is to verify that Mr. Vardges Abelyan's
10 consulting business has been active for 6 years and reported as
11 schedule C income. The business is currently active and is
12 generating profit. The business has not been affected by Covid-19."
13 In reality, the letter was a forgery that defendant submitted knowing
14 that M.A. was a real person.

15 SENTENCING FACTORS

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

1 14. Defendant and the USAO agree to the following applicable
2 Sentencing Guidelines factors:

3 Base Offense Level 7 [USSG § 2B1.1(a)(1)]

4 Loss $\geq$ \$95,000¹ +8 [USSG § 2B1.1(b)(1)(E)]

5 Defendant and the USAO reserve the right to argue that additional
6 specific offense characteristics, adjustments, and departures under
7 the Sentencing Guidelines are appropriate. Defendant understands
8 that there is no agreement as to defendant's criminal history or
9 criminal history category.

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

14 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 17 a. The right to persist in a plea of not guilty.
18 b. The right to a speedy and public trial by jury.
19 c. The right to be represented by counsel -- and if
20 necessary have the Court appoint counsel -- at trial. Defendant
21 understands, however, that, defendant retains the right to be
22 represented by counsel -- and if necessary have the Court appoint
23 counsel -- at every other stage of the proceeding.

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25
26
27 ¹ The government reserves the right to argue that the loss
28 amount under the Sentencing Guidelines is greater than \$150,000, in
which case a 10-level increase in defendant's offense level will
instead apply under USSG § 2B1.1(b)(1)(F).

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 defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

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

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 18. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction of no more than 21
28 months' imprisonment, defendant gives up the right to appeal all of

1 the following: (a) the procedures and calculations used to determine
2 and impose any portion of the sentence; (b) the term of imprisonment
3 imposed by the Court; (c) the fine imposed by the Court, provided it
4 is within the statutory maximum; (d) to the extent permitted by law,
5 the constitutionality or legality of defendant's sentence, provided
6 it is within the statutory maximum; (e) the amount and terms of any
7 restitution order, provided it requires payment of no more than
8 \$169,158; (f) the term of probation or supervised release imposed by
9 the Court, provided it is within the statutory maximum; and (g) any
10 of the following conditions of probation or supervised release
11 imposed by the Court: the conditions set forth in Second Amended
12 General Order 20-04 of this Court; the drug testing conditions
13 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
14 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

15 19. Defendant also gives up any right to bring a post-
16 conviction collateral attack on the conviction or sentence, including
17 any order of restitution, except a post-conviction collateral attack
18 based on a claim of ineffective assistance of counsel, a claim of
19 newly discovered evidence, or an explicitly retroactive change in the
20 applicable Sentencing Guidelines, sentencing statutes, or statutes of
21 conviction. Defendant understands that this waiver includes, but is
22 not limited to, arguments that the statute to which defendant is
23 pleading guilty is unconstitutional, and any and all claims that the
24 statement of facts provided herein is insufficient to support
25 defendant's plea of guilty.

26 20. The USAO agrees that, provided (a) all portions of the
27 sentence are at or below the statutory maximum specified above and
28 (b) the Court imposes a term of imprisonment of no less than 15

1 months' imprisonment, the USAO gives up its right to appeal any
2 portion of the sentence, with the exception that the USAO reserves
3 the right to appeal the following: (a) the amount of restitution
4 ordered; and (b) the terms of any criminal forfeiture order.

5 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

21 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

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

25 EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

24. Defendant agrees that if defendant, at any time after the effective date of this agreement, 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 sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

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

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

b. 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.

c. Defendant agrees that: (i) any statements made by defendant, under oath, at the guilty plea hearing (if such a hearing

1 occurred prior to the breach); (ii) the agreed to factual basis
2 statement in this agreement; and (iii) any evidence derived from such
3 statements, shall be admissible against defendant in any such action
4 against defendant, and defendant waives and gives up any claim under
5 the United States Constitution, any statute, Rule 410 of the Federal
6 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
7 Procedure, or any other federal rule, that the statements or any
8 evidence derived from the statements should be suppressed or are
9 inadmissible.

10 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

11 OFFICE NOT PARTIES

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

17 27. Defendant understands that both defendant and the USAO are
18 free to: (a) supplement the facts by supplying relevant information
19 to the United States Probation and Pretrial Services Office and the
20 Court, (b) correct any and all factual misstatements relating to the
21 Court's Sentencing Guidelines calculations and determination of
22 sentence, and (c) argue on appeal and collateral review that the
23 Court's Sentencing Guidelines calculations and the sentence it
24 chooses to impose are not error, although each party agrees to
25 maintain its view that the calculations in paragraph 14 are
26 consistent with the facts of this case. While this paragraph permits
27 both the USAO and defendant to submit full and complete factual
28 information to the United States Probation and Pretrial Services

1 Office and the Court, even if that factual information may be viewed
2 as inconsistent with the facts agreed to in this agreement, this
3 paragraph does not affect defendant's and the USAO's obligations not
4 to contest the facts agreed to in this agreement.

5 28. Defendant understands that even if the Court ignores any
6 sentencing recommendation, finds facts or reaches conclusions
7 different from those agreed to, and/or imposes any sentence up to the
8 maximum established by statute, defendant cannot, for that reason,
9 withdraw defendant's guilty plea, and defendant will remain bound to
10 fulfill all defendant's obligations under this agreement. Defendant
11 understands that no one -- not the prosecutor, defendant's attorney,
12 or the Court -- can make a binding prediction or promise regarding
13 the sentence defendant will receive, except that it will be within
14 the statutory maximum.

15 NO ADDITIONAL AGREEMENTS

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

21 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

22 30. The parties agree that this agreement will be considered

23 //

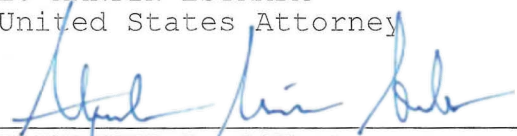
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part of the record of defendant's guilty plea hearing as if the
entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

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

E. MARTIN ESTRADA
United States Attorney

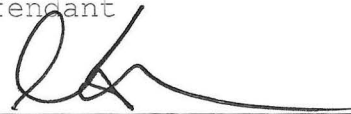

ALEXANDER B. SCHWAB
Assistant United States Attorney

November 21, 2023

Date


VARDGES ABELYAN
Defendant

11-21-2023
Date


GARO GHAZARIAN
Attorney for Defendant
VARDGES ABELYAN

11/21/23
Date

CERTIFICATION OF DEFENDANT

This agreement has been read to me in Armenian, the language I
understand best. 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

1 agreement. No one has threatened or forced me in any way to enter
2 into this agreement. I am satisfied with the representation of my
3 attorney in this matter, and I am pleading guilty because I am guilty
4 of the charge and wish to take advantage of the promises set forth in
5 this agreement, and not for any other reason.

6
7 
VARDGES ABELYAN
Defendant

11-21-23
Date

9 CERTIFICATION OF INTERPRETER

10 I, Claudette Sordanian, am fluent in the written and spoken
11 English and Armenian languages. I accurately translated this entire
12 agreement from English into Armenian to defendant Vardges Abelyan on
13 this date.

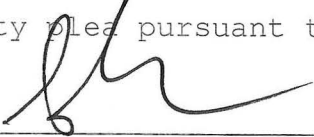
14
15 
INTERPRETER

11-21-23
Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

1 agreement is informed and voluntary; and the factual basis set forth
2 in this agreement is sufficient to support my client's entry of a
3 guilty plea pursuant to this agreement.

4 
5 _____
6 GARO GHAZARIAN
7 Attorney for Defendant
8 VARDGES ABELYAN
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Date

11/21/23