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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

EDUARD GASPARYAN,
aka "Rudy Pineda,"
aka "Papin Galstyan," and
ANGELA KARCHYAN,

Defendants.

No. 2:22-CR-00448-JLS-2

PLEA AGREEMENT FOR DEFENDANT
ANGELA KARCHYAN

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

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

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

1 information, which charges defendant with conspiracy to commit wire
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 twenty years.

25 k) To fill out and deliver to the USAO a completed
26 financial statement listing all of defendant's assets on a form
27 provided by the USAO.

1 1) Support the government's request that defendant's
2 supervised release include the following suspicionless search
3 conditions:

4 Defendant shall submit defendant's person and any
5 property, residence, vehicle, papers, computer, other
6 electronic communication or data storage devices or media,
7 and effects to search and seizure at any time of the day
8 or night by any law enforcement or probation officer, with
9 or without a warrant, and with or without cause. If
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.

10 THE USAO'S OBLIGATIONS

11 3. The USAO agrees to:

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

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

19 NATURE OF THE OFFENSE

20 4. Defendant understands that for defendant to be guilty of
21 conspiracy to commit wire fraud, in violation of Title 18, United
22 States Code, Section 1349, the following must be true: First,
23 during the time period alleged in the information there was an
24 agreement between two or more persons to commit wire fraud; Second,
25 defendant became a member of the conspiracy knowing of its object
26 and intending to help accomplish it. The elements of wire fraud, in
27 turn, are as follows: First, defendant knowingly participated in or
28 devised a scheme to defraud, or a scheme or plan for obtaining money

1 or property by means of false or fraudulent pretenses,
2 representations, or promises; Second, the statements made or facts
3 omitted as part of the scheme were material, that is, they had a
4 natural tendency to influence, or were capable of influencing, a
5 person to part with money or property; Third, defendant acted with
6 the intent to defraud, that is, the intent to deceive or cheat; and
7 Fourth, defendant used, or caused to be used, wire communications in
8 interstate or foreign commerce to carry out or attempt to carry out
9 an essential part of the scheme.

10 PENALTIES AND RESTITUTION

11 5. Defendant understands that the statutory maximum sentence
12 that the Court can impose for this violation of Title 18, United
13 States Code, Section 1349 is: 20 years imprisonment; a three-year
14 period of supervised release; a fine of \$250,000, or twice the gross
15 gain or loss, whichever is greatest; and a mandatory special
16 assessment of \$100.

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

26 7. Defendant understands that, by pleading guilty, defendant
27 may be giving up valuable government benefits and valuable civic
28 rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury.
2 Defendant understands that once the court accepts defendant's guilty
3 plea, it will be a federal felony for defendant to possess a firearm
4 or ammunition. Defendant understands that the conviction in this
5 case may also subject defendant to various other collateral
6 consequences, including but not limited to revocation of probation,
7 parole, or supervised release in another case and suspension or
8 revocation of a professional license. Defendant understands that
9 unanticipated collateral consequences will not serve as grounds to
10 withdraw defendant's guilty plea.

11 8. Defendant and defendant's counsel have discussed the fact
12 that, and defendant understands that, if defendant is not a United
13 States citizen, the conviction in this case makes it practically
14 inevitable and a virtual certainty that defendant will be removed or
15 deported from the United States. Defendant may also be denied
16 United States citizenship and admission to the United States in the
17 future. Defendant understands that while there may be arguments
18 that defendant can raise in immigration proceedings to avoid or
19 delay removal, removal is presumptively mandatory and a virtual
20 certainty in this case. Defendant further understands that removal
21 and immigration consequences are the subject of a separate
22 proceeding and that no one, including defendant's attorney or the
23 Court, can predict to an absolute certainty the effect of
24 defendant's conviction on defendant's immigration status. Defendant
25 nevertheless affirms that defendant wants to plead guilty regardless
26 of any immigration consequences that this plea may entail, even if
27 the consequence is automatic removal from the United States.

9. Defendant understands that defendant will be required to pay full restitution to the victims 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 victims 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 U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any counts dismissed and charges not prosecuted pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those counts and charges.

FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense 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 September 1, 2022, there was an agreement between two or more persons to commit wire fraud. Defendant became a member of the conspiracy knowing of its object and intending to help

1 accomplish it. In furtherance of the conspiracy, defendant
2 used debit cards in the names of victims of identity theft to
3 withdraw from ATMs fraudulently obtained unemployment benefits.
4 Acting with the intent to defraud, defendant purchased vehicles
5 with worthless checks or bank account numbers. Defendant sold
6 the vehicles and split the proceeds with her co-conspirators.
7 Defendant and her co-conspirators used interstate wires to
8 defraud their victims throughout this conspiracy.

9 SENTENCING FACTORS

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

22 12. Defendant and the USAO have no agreement as to the
23 appropriate sentence or the applicable Sentencing Guidelines
24 factors. Both parties reserve the right to seek any sentence within
25 the statutory maximum, and to argue for any criminal history score
26 and category, base offense level, specific offense characteristics,
27 adjustments, departures, and variances, with the following
28 exception: the USAO agrees to advocate that defendant's loss
enhancement be based on the proportion of the losses from the
conspiracy for which she played a role, and defendant agrees not to

1 seek a role reduction—unless the Court considers all the losses from
2 the conspiracy when calculating defendant's loss enhancement.

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 13. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

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

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

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

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

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

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

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

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

LIMITED WAIVER OF DISCOVERY

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

ABANDONMENT OF DIGITAL DEVICES AND FIREARMS

15. Defendant abandons all right, title, and interest defendant had in any of the digital devices, firearms, or ammunition seized by law enforcement officials in the investigation of this case, which defendant admits are instrumentalities of defendant's offense.

WAIVER OF APPEAL OF CONVICTION

16. 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 conviction on the offense to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17. Defendant agrees that, provided the Court imposes a term of imprisonment of no more than twenty 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 \$10,000,000; and (f) the conditions of probation or supervised release imposed by the Court.

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

8 19. The USAO gives up its right to appeal any portion of the
9 sentence.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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28

EFFECTIVE DATE OF AGREEMENT

21. 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

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

23. 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.

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

6 c) Defendant agrees that: (i) any statements made by
7 defendant, under oath, at the guilty plea hearing (if such a hearing
8 occurred prior to the breach); (ii) the agreed to factual basis
9 statement in this agreement; and (iii) any evidence derived from
10 such statements, shall be admissible against defendant in any such
11 action against defendant, and defendant waives and gives up any
12 claim under the United States Constitution, any statute, Rule 410 of
13 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
14 Criminal Procedure, or any other federal rule, that the statements
15 or any evidence derived from the statements should be suppressed or
16 are inadmissible.

17 COURT AND PROBATION OFFICE NOT PARTIES

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

22 25. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation Office and the Court, (b) correct any
25 and all factual misstatements relating to the Court's Sentencing
26 Guidelines calculations and determination of sentence, and (c) argue
27 on appeal and collateral review that the Court's Sentencing
28 Guidelines calculations and the sentence it chooses to impose are

1 not error, although each party agrees to maintain its view that the
2 calculations in the plea agreement are consistent with the facts of
3 this case. While this paragraph permits both the USAO and defendant
4 to submit full and complete factual information to the United States
5 Probation Office and the Court, even if that factual information may
6 be viewed as inconsistent with the facts agreed to in this
7 agreement, this paragraph does not affect defendant's and the USAO's
8 obligations not to contest the facts agreed to in this agreement.

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

19 NO ADDITIONAL AGREEMENTS

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

25 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

1 AGREED AND ACCEPTED

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

4 E. MARTIN ESTRADA
5 United States Attorney

6 Andrew Brown

January 5, 2023

7 ANDREW BROWN
8 Assistant United States Attorney

Date

9 Angela Karchyan
10 ANGELA KARCHYAN
11 Defendant

1-13-2023
Date

12 Laura Crawford
13 LAURA CRAWFORD
14 Attorney for Defendant
15 ANGELA KARCHYAN

1-13-23
Date

16 CERTIFICATION OF DEFENDANT

17 I have read this agreement in its entirety. I have had enough
18 time to review and consider this agreement, and I have carefully and
19 thoroughly discussed every part of it with my attorney. I
20 understand the terms of this agreement, and I voluntarily agree to
21 those terms. I have discussed the evidence with my attorney, and my
22 attorney has advised me of my rights, of possible pretrial motions
23 that might be filed, of possible defenses that might be asserted
24 either prior to or at trial, of the sentencing factors set forth in
25 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
26 and of the consequences of entering into this agreement. No
27 promises, inducements, or representations of any kind have been made
28 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,

1 and I am pleading guilty because I am guilty of the charges and wish
2 to take advantage of the promises set forth in this agreement, and
3 not for any other reason.

4
5 
6 ANGELA KARCHYAN
Defendant

1-13-23
Date

7 CERTIFICATION OF DEFENDANT'S ATTORNEY

8 I am ANGELA KARCHYAN's attorney. I have carefully and
9 thoroughly discussed every part of this agreement with my client.
10 Further, I have fully advised my client of my client's rights, of
11 possible pretrial motions that might be filed, of possible defenses
12 that might be asserted either prior to or at trial, of the
13 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
14 Sentencing Guidelines provisions, and of the consequences of
15 entering into this agreement. To my knowledge: no promises,
16 inducements, or representations of any kind have been made to my
17 client other than those contained in this agreement; no one has
18 threatened or forced my client in any way to enter into this
19 agreement; my client's decision to enter into this agreement is an
20 informed and voluntary one; and the factual basis set forth in this
21 agreement is sufficient to support my client's entry of a guilty
22 plea pursuant to this agreement.

23
24 
25 LAURA CRAWFORD
Attorney for Defendant
26 ANGELA KARCHYAN

1-13-23
Date