

1 NICOLA T. HANNA  
 United States Attorney  
 2 BRANDON D. FOX  
 Assistant United States Attorney  
 3 Chief, Criminal Division  
 JULIUS J. NAM (Cal. Bar No. 288961)  
 4 Assistant United States Attorney  
 Riverside Branch Office  
 5 3403 10th Street, Ste. 200  
 Riverside, California 92501  
 6 Telephone: (951) 276-6942  
 Facsimile: (951) 276-6202  
 7 Email: julius.nam@usdoj.gov

8 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,  
 12 Plaintiff,  
 13 v.  
 14 LISA KAY CAMP, et al.,  
 15 - BARRY LEE BIDDLE (Def. #2)  
 16 Defendants.

No. ED CR 18-200-SVW-2  
PLEA AGREEMENT FOR  
DEFENDANT BARRY LEE BIDDLE

17  
 18 1. This constitutes the plea agreement between BARRY LEE  
 19 BIDDLE ("defendant") and the United States Attorney's Office for the  
 20 Central District of California (the "USAO") in the above-captioned  
 21 case. This agreement is limited to the USAO and cannot bind any  
 22 other federal, state, local, or foreign prosecuting, enforcement,  
 23 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 five of the  
 28 indictment in United States v. LISA KAY CAMP, et al., ED CR No. 18-

1 200-SVW-2, which charges defendant with Conspiracy to Commit Wire  
2 Fraud in violation of Title 18, United States Code, Section 1349.

3 b. At the earliest opportunity requested by the USAO and  
4 provided by the Court, appear and plead guilty to counts one through  
5 seven of the indictment in United States v. Barry Lee Biddle, ED CR  
6 No. 18-150-AB, which charges defendant with bank fraud, in violation  
7 of 18 U.S.C. § 1344(2), pursuant to the terms set forth in the plea  
8 agreement attached as Exhibit A.

9 c. Not contest facts agreed to in this agreement.

10 d. Abide by all agreements regarding sentencing contained  
11 in this agreement.

12 e. Appear for all court appearances, surrender as ordered  
13 for service of sentence, obey all conditions of any bond, and obey  
14 any other ongoing court order in this matter.

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

19 g. Be truthful at all times with the United States  
20 Probation and Pretrial Services Office and the Court.

21 h. Recommend that defendant be sentenced to a term of  
22 imprisonment no lower than the high end of the applicable Sentencing  
23 Guidelines range, provided that the total offense level used by the  
24 Court to determine that range is 28 or lower. For purposes of this  
25 agreement, the high end of the Sentencing Guidelines range is that  
26 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

27 i. Pay the applicable special assessment at or before the  
28 time of sentencing unless defendant lacks the ability to pay and

1 prior to sentencing submits a completed financial statement on a form  
2 to be provided by the USAO.

3 j. Agree to and not oppose the imposition of the  
4 following condition of probation or supervised release: Defendant  
5 shall not work in any capacity as a telemarketer or in any role which  
6 involves supervision or management of telemarketers or telemarketing  
7 activity. "Telemarketing" is defined as a method of direct marketing  
8 in which a salesperson solicits prospective customers to buy products  
9 or services, either over the phone or through a subsequent face to  
10 face or Web conferencing appointment scheduled during the call.

11 k. Not seek the discharge of any restitution obligation,  
12 in whole or in part, in any present or future bankruptcy proceeding.

13 THE USAO'S OBLIGATIONS

14 3. The USAO agrees to:

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

16 b. Abide by all agreements regarding sentencing contained  
17 in this agreement.

18 c. At the time of sentencing, move to dismiss the  
19 remaining counts of the indictment as against defendant. Defendant  
20 agrees, however, that at the time of sentencing the Court may  
21 consider any dismissed charges in determining the applicable  
22 Sentencing Guidelines range, the propriety and extent of any  
23 departure from that range, and the sentence to be imposed.

24 d. At the time of sentencing, provided that defendant  
25 demonstrates an acceptance of responsibility for the offense up to  
26 and including the time of sentencing, recommend a two-level reduction  
27 in the applicable Sentencing Guidelines offense level, pursuant to  
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3 e. Recommend that defendant be sentenced to a term of  
4 imprisonment no higher than the high end of the applicable Sentencing  
5 Guidelines range, provided that the total offense level used by the  
6 Court to determine that range is 22 or higher. For purposes of this  
7 agreement, the high end of the Sentencing Guidelines range is that  
8 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

9 f. Provided that, at the time of sentencing in this case,  
10 defendant has already been sentenced in United States v. Barry Lee  
11 Biddle, ED CR No. 18-150-AB (the "other case"), recommend that the  
12 sentence in the instant matter be ordered by the Court to run  
13 concurrently to the sentence imposed in the other case.

14 NATURE OF THE OFFENSE

15 4. Defendant understands that for defendant to be guilty of  
16 the crime charged in count five of the indictment, that is,  
17 Conspiracy to Commit Wire Fraud in violation of Title 18, United  
18 States Code, Section 1349, the following must be true:

19 a. First, beginning in or about May 2009, and ending on  
20 or about July 30, 2013, there was an agreement between two or more  
21 persons to commit Wire Fraud as charged in the indictment; and

22 b. Second, defendant became a member of the conspiracy  
23 knowing of its object and intending to help accomplish it.

24 5. Defendant understands that to be guilty of Wire Fraud as  
25 charged in the indictment, the following must be true:

26 a. First, defendant knowingly participated in or devised  
27 a scheme plan to defraud, or a scheme or plan for obtaining money or  
28

1 property by means of false or fraudulent pretenses, representations,  
2 or promises;

3 b. Second, the statements made or facts omitted as part  
4 of the scheme were material; that is, they had a natural tendency to  
5 influence, or were capable of influencing, a person to part with  
6 money or property;

7 c. Third, defendant acted with the intent to defraud,  
8 that is, the intent to deceive or cheat; and

9 d. Fourth, defendant used, or caused to be used, an  
10 interstate wire communication to carry out or attempt to carry out an  
11 essential part of the scheme.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum sentence  
14 that the Court can impose for a violation of Title 18, United States  
15 Code, Section 1349, is: 20 years' imprisonment; a 3-year period of  
16 supervised release; a fine of \$250,000 or twice the gross gain or  
17 gross loss resulting from the offense, whichever is greatest; and a  
18 mandatory special assessment of \$100.

19 7. Defendant understands that defendant will be required to  
20 pay full restitution to the victim(s) of the offense to which  
21 defendant is pleading guilty. Defendant agrees that, in return for  
22 the USAO's compliance with its obligations under this agreement, the  
23 Court may order restitution to persons other than the victim(s) of  
24 the offenses to which defendant is pleading guilty and in amounts  
25 greater than those alleged in the count to which defendant is  
26 pleading guilty. In particular, defendant agrees that the Court may  
27 order restitution to any victim of any of the following for any  
28 losses suffered by that victim as a result: (a) any relevant conduct,

1 as defined in U.S.S.G. § 1B1.3, in connection with the offense to  
2 which defendant is pleading guilty; and (b) any counts dismissed  
3 pursuant to this agreement as well as all relevant conduct, as  
4 defined in U.S.S.G. § 1B1.3, in connection with those counts. The  
5 parties currently believe that the applicable amount of restitution  
6 is approximately \$2,181,316.42, but recognize and agree that this  
7 amount could change based on facts that come to the attention of the  
8 parties prior to sentencing.

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

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

1 unanticipated collateral consequences will not serve as grounds to  
2 withdraw defendant's guilty plea.

3 10. Defendant understands that, if defendant is not a United  
4 States citizen, the felony conviction in this case may subject  
5 defendant to: removal, also known as deportation, which may, under  
6 some circumstances, be mandatory; denial of citizenship; and denial  
7 of admission to the United States in the future. The Court cannot,  
8 and defendant's attorney also may not be able to, advise defendant  
9 fully regarding the immigration consequences of the felony conviction  
10 in this case. Defendant understands that unexpected immigration  
11 consequences will not serve as grounds to withdraw defendant's guilty  
12 plea.

13 FACTUAL BASIS

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

23 a. Overview

24 From in or about May 2009 through July 30, 2013, in Riverside  
25 County, California, there was an agreement between two or more people  
26 to commit the crime of wire fraud. The agreement, or conspiracy,  
27 operated under the auspices of a telemarketing business which used  
28 several names, including "Contractor Management" (the "Company").

1 "Fed Check" was a separate company which maintained a separate  
2 website which purported to be that of security company which  
3 conducted background checks. Members of the conspiracy owned and  
4 controlled "Fed Check."

5 Defendant worked at the Company from in or about May 2009  
6 through July 30, 2013. While defendant worked at the Company,  
7 defendant knew that it was defrauding people by making false  
8 statements and guarantees, and omitting material information,  
9 regarding the Company's ability and intention to find job leads and  
10 work orders for the victim job seekers and the nature of a background  
11 check which the victim job seekers were told was necessary to undergo  
12 before being sent job leads and work orders. Defendant knew that the  
13 purpose of this conduct was to cause the job seekers to pay for  
14 background checks which the job seekers were told would be conducted  
15 by Fed Check. Defendant knew that defendant was participating in a  
16 fraud, but did it anyway because defendant wanted money.

17 b. How the scheme worked

18 The telemarketing business contacted prospective job seekers  
19 using an auto-dialer service. The telemarketing business employed  
20 salespersons to speak by telephone with members of the public who  
21 were interested in obtaining a job or paying work. Using scripts  
22 provided to the salespersons by the telemarketing business's  
23 supervisors, including defendant, the salespersons would make the  
24 false statements and omit the material information set forth below.  
25 The salespersons made these statement and omissions in an attempt to  
26 convince the job seeker to pay for a fee of \$39, \$60, or \$99 for the  
27 background check, which could be paid over the telephone or on the  
28 Internet via the Fed Check website. The victim job seekers were told



1 that if they did not pass the background check, the background check  
2 fee would be refunded. The telemarketing business kept the  
3 background check fee, which was deposited by the Company into a bank  
4 account controlled by the telemarketing business, which deposits  
5 involved interstate wire communications. This scheme that defendant  
6 participated in defrauded more than ten victim job seekers. The  
7 aggregated amount of monetary loss to victim job seekers incurred by  
8 this scheme was approximately \$2,181,316.42.

9 Supervisors of the telemarketing business would lie to new  
10 employees about the nature of the telemarketing business, including  
11 the existence of contracts with banks, the necessity of background  
12 checks, and how the telemarketing business was compensated.

13 c. False statements to victim job seekers

14 The telemarketing business, through its websites and its  
15 salespersons would make the following false statements, among others,  
16 when speaking to or otherwise communicating with victim job seekers:

17 i. Statements that the telemarketing business had  
18 contracts with banks involving bank-owned properties;

19 ii. Statements and guarantees that the telemarketing  
20 business or the banks with which it purportedly contracted would  
21 provide job leads and work orders to the victim job seekers;

22 iii. Statements and guarantees that work repairing  
23 bank-owned properties was available in the victim job seeker's  
24 geographic area;

25 iv. Statements and guarantees about the intention of  
26 the telemarketing business to provide job leads and work orders to  
27 the victim job seekers;

28

1 v. Statements regarding the name or geographic  
2 location of the salesperson;

3 vi. Statements that the banks required the victim job  
4 seekers to pass a background check before any job leads and work  
5 orders could be provided;

6 vii. Statements that the telemarketing business would  
7 use the money collected from victim job seekers for purposes of  
8 conducting a background check on the victim job seeker; and

9 viii. Statements that the business would refund  
10 the background check fee if the victim job seeker did not pass the  
11 background check.

12 d. The truth

13 In truth, as defendant knew while defendant worked at the  
14 Company:

15 i. The telemarketing business had no contracts with  
16 any banks involving bank-owned properties;

17 ii. The telemarketing business had no intention of  
18 providing job leads and work orders for bank-owned properties to the  
19 victim job seekers;

20 iii. The telemarketing business's call center was  
21 located in Riverside County, California, and not in the various  
22 locations claimed by salespersons during telephone calls with victim  
23 job seekers;

24 iv. The background check described by the  
25 salespersons was a fraudulent process used by the telemarketing  
26 business as a pretext for collecting money from the victim job  
27 seekers;

28

1 v. No refunds were provided for the background  
2 check; and

3 vi. The money provided for the background check was  
4 not used to pay for any background check.

5 SENTENCING FACTORS

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

18 13. Defendant and the USAO agree to the following applicable  
19 Sentencing Guidelines factors:

|    |  |     |                             |
|----|--|-----|-----------------------------|
| 20 | Base Offense Level:                        | 7   | [U.S.S.G. § 2B1.1(a)(1)]    |
| 21 | Loss Amount: More than \$1.5<br>22 million | +16 | [U.S.S.G. § 2B1.1(b)(1)(I)] |
| 23 | More Than 10 Victims                       | +2  | [U.S.S.G. § 2B1.1(b)(2)(A)] |

24 Defendant and the USAO reserve the right to argue that additional  
25 specific offense characteristics, adjustments, and departures under  
26 the Sentencing Guidelines are appropriate.

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



1           17. Understanding that the government has in its possession  
2 digital devices and/or digital media seized from defendant, defendant  
3 waives any right to the return of digital data contained on those  
4 digital devices and/or digital media and agrees that if any of these  
5 digital devices and/or digital media are returned to defendant, the  
6 government may delete all digital data from those digital devices  
7 and/or digital media before they are returned to defendant.

8                           WAIVER OF APPEAL OF CONVICTION

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

18                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19           19. Defendant agrees that, provided the Court imposes a total  
20 term of imprisonment on all counts of conviction of no more than 78  
21 months and imposes terms of imprisonment and supervised release that  
22 are not consecutive to the terms of imprisonment and supervised  
23 release imposed in United States v. Barry Lee Biddle, ED CR No. 18-  
24 150-AB, defendant gives up the right to appeal all of the following:  
25 (a) the procedures and calculations used to determine and impose any  
26 portion of the sentence; (b) the term of imprisonment imposed by the  
27 Court; (c) the fine imposed by the Court, provided it is within the  
28 statutory maximum; (d) to the extent permitted by law, the

1 constitutional or legality of defendant's sentence, provided it is  
2 within the statutory maximum; (e) the amount and terms of any  
3 restitution order, provided it requires payment of no more than \$2.2  
4 million; (f) the term of probation or supervised release imposed by  
5 the Court, provided it is within the statutory maximum; and (g) any  
6 of the following conditions of probation or supervised release  
7 imposed by the Court: the conditions set forth in General Orders 318  
8 and 18-10 of this Court; the drug testing conditions mandated by 18  
9 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions  
10 authorized by 18 U.S.C. § 3563(b)(7); and the condition of probation  
11 or supervised release agreed to by defendant in paragraph 2 above.

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

23 21. The USAO agrees that, provided (a) all portions of the  
24 sentence are at or below the statutory maximum specified above and  
25 (b) the Court imposes a term of imprisonment of no less than 30  
26 months, the USAO gives up its right to appeal any portion of the  
27 sentence, with the exception that the USAO reserves the right to  
28

1 appeal the amount of restitution ordered if that amount is less than  
2 \$2,181,316.42.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

19 EFFECTIVE DATE OF AGREEMENT

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

23 BREACH OF AGREEMENT

24 24. Defendant agrees that if defendant, at any time after the  
25 signature of this agreement and execution of all required  
26 certifications by defendant, defendant's counsel, and an Assistant  
27 United States Attorney, knowingly violates or fails to perform any of  
28 defendant's obligations under this agreement ("a breach"), the USAO

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

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

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

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

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



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

5 COURT AND UNITED STATES PROBATION AND  
6 PRETRIAL SERVICES OFFICE NOT PARTIES

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

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

28



PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered 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


NICOLA T. HANNA  
United States Attorney



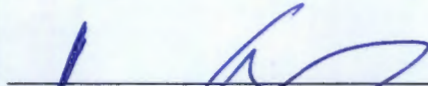
Sept. 23, 2019

JULIUS J. NAM  
Assistant United States Attorney

Date

  
BARRY LEE BIDDLE  
Defendant

9-21-19  
Date

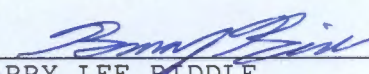
  
JERANI J. LINDSEY, Esq.  
Deputy Federal Public Defender  
Attorney for Defendant  
BARRY LEE BIDDLE

9-21-19  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences

1 of entering into this agreement. No promises, inducements, or  
2 representations of any kind have been made to me other than those  
3 contained in this agreement. No one has threatened or forced me in  
4 any way to enter into this agreement. I am satisfied with the  
5 representation of my attorney in this matter, and I am pleading  
6 guilty because I am guilty of the charge and wish to take advantage  
7 of the promises set forth in this agreement, and not for any other  
8 reason.

9  
10   
BARRY LEE BIDDLE  
Defendant

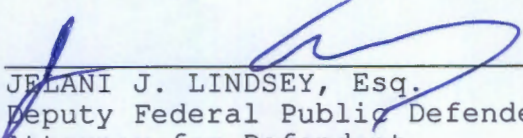
9-21-19  
Date

11  
12 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

24 ///  
25 ///  
26 ///

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

4   
5 \_\_\_\_\_  
6 JELANI J. LINDSEY, Esq.  
7 Deputy Federal Public Defender  
8 Attorney for Defendant  
9 BARRY LEE BIDDLE

9-21-19  
\_\_\_\_\_ Date

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

1 NICOLA T. HANNA  
 United States Attorney  
 2 BRANDON D. FOX  
 Assistant United States Attorney  
 3 Chief, Criminal Division  
 EDWARD HAN (Cal. Bar No. 289390)  
 4 Assistant United States Attorney  
 General Crimes Section  
 5 1200 United States Courthouse  
 312 North Spring Street  
 6 Los Angeles, California 90012  
 Telephone: (213) 894-8230  
 7 Facsimile: (213) 894-0141  
 E-mail: edward.han@usdoj.gov

8 Attorneys for Plaintiff  
 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 BARRY LEE BIDDLE,

16 Defendant.

No. ED CR 18-150-AB

PLEA AGREEMENT FOR DEFENDANT  
BARRY LEE BIDDLE

17  
 18 1. This constitutes the plea agreement between BARRY LEE  
 19 BIDDLE ("defendant") and the United States Attorney's Office for the  
 20 Central District of California (the "USAO") in the above-captioned  
 21 case. This agreement is limited to the USAO and cannot bind any  
 22 other federal, state, local, or foreign prosecuting, enforcement,  
 23 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 counts one through  
 28 seven of the indictment in United States v. Barry Lee Biddle, ED CR

MS

1 No. 18-150-AB, which charge defendant with bank fraud, in violation  
2 of 18 U.S.C. § 1344(2).

3 b. At the earliest opportunity requested by the USAO and  
4 provided by the court, appear and plead guilty to count five of the  
5 indictment in United States v. Lisa Kay Camp, et al., ED CR No. 18-  
6 200-SVW-2, which charges defendant with conspiracy to commit wire  
7 fraud, in violation of 18 U.S.C. § 1349, pursuant to the terms set  
8 forth in the plea agreement attached as Exhibit A.

9 c. Not contest facts agreed to in this agreement.

10 d. Abide by all agreements regarding sentencing contained  
11 in this agreement.

12 e. Appear for all court appearances, surrender as ordered  
13 for service of sentence, obey all conditions of any bond, and obey  
14 any other ongoing court order in this matter.

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

19 g. Be truthful at all times with the United States  
20 Probation and Pretrial Services Office and the Court.

21 h. Pay the applicable special assessments at or before  
22 the time of sentencing unless defendant lacks the ability to pay and  
23 prior to sentencing submits a completed financial statement on a form  
24 to be provided by the USAO.

25 i. Not seek the discharge of any restitution obligation,  
26 in whole or in part, in any present or future bankruptcy proceeding.

27 THE USAO'S OBLIGATIONS

28 3. The USAO agrees to:



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

2 b. Abide by all agreements regarding sentencing contained  
3 in this agreement.

4 c. At the time of sentencing, move to dismiss the  
5 remaining count of the indictment as against defendant. Defendant  
6 agrees, however, that at the time of sentencing the Court may  
7 consider any dismissed charges in determining the applicable  
8 Sentencing Guidelines range, the propriety and extent of any  
9 departure from that range, and the sentence to be imposed.

10 d. At the time of sentencing, provided that defendant  
11 demonstrates an acceptance of responsibility for the offenses up to  
12 and including the time of sentencing, recommend a two-level reduction  
13 in the applicable Sentencing Guidelines offense level, pursuant to  
14 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
15 additional one-level reduction if available under that section.

16 e. Provided that, at the time of sentencing in this case,  
17 defendant has already been sentenced in United States v. Lisa Kay  
18 Camp, et al., ED CR No. 18-200-SVW-2 (the "other case"), recommend  
19 that the sentence in the instant matter be ordered by the Court to  
20 run concurrently to the sentence imposed in the other case.

21 NATURE OF THE OFFENSES

22 4. Defendant understands that for defendant to be guilty of  
23 the crime charged in counts one through seven, that is, bank fraud,  
24 in violation of Title 18, United States Code, Sections 1344(2), the  
25 following must be true: (1) defendant knowingly carried out a scheme  
26 or plan to obtain money or property from a financial institution by  
27 making false statements or promises; (2) defendant knew that the  
28 statements or promises were false; (3) the statements or promises

1 were material; that is, they had a natural tendency to influence, or  
2 were capable of influencing, a financial institution to part with  
3 money or property; (4) defendant acted with the intend to defraud;  
4 and (5) the financial institution was federally insured.

5 PENALTIES AND RESTITUTION

6 5. Defendant understands that the statutory maximum sentence  
7 that the Court can impose for each violation of Title 18, United  
8 States Code, Sections 1344(2), is: 30 years' imprisonment; a five-  
9 year period of supervised release; a fine of \$1,000,000 or twice the  
10 gross gain or gross loss resulting from the offense, whichever is  
11 greatest; and a mandatory special assessment of \$100.

12 6. Defendant understands, therefore, that the total maximum  
13 sentence for all offenses to which defendant is pleading guilty is:  
14 210 years' imprisonment; a five-year period of supervised release; a  
15 fine of \$7,000,000 or twice the gross gain or gross loss resulting  
16 from the offenses, whichever is greatest; and a mandatory special  
17 assessment of \$700.

18 7. Defendant understands that defendant will be required to  
19 pay full restitution to the victim(s) of the offense to which  
20 defendant is pleading guilty. Defendant agrees that, in return for  
21 the USAO's compliance with its obligations under this agreement, the  
22 Court may order restitution to persons other than the victim(s) of  
23 the offenses to which defendant is pleading guilty and in amounts  
24 greater than those alleged in the counts to which defendant is  
25 pleading guilty. In particular, defendant agrees that the Court may  
26 order restitution to any victim of any of the following for any  
27 losses suffered by that victim as a result: (a) any relevant conduct,  
28 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to

1 which defendant is pleading guilty; and (b) any counts dismissed  
2 pursuant to this agreement as well as all relevant conduct, as  
3 defined in U.S.S.G. § 1B1.3, in connection with those counts. The  
4 parties currently believe that the applicable amount of restitution  
5 is approximately \$70,975.29, but recognize and agree that this amount  
6 could change based on facts that come to the attention of the parties  
7 prior to sentencing.

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

17 9. Defendant understands that, by pleading guilty, defendant  
18 may be giving up valuable government benefits and valuable civic  
19 rights, such as the right to vote, the right to possess a firearm,  
20 the right to hold office, and the right to serve on a jury.  
21 Defendant understands that once the court accepts defendant's guilty  
22 plea, it will be a federal felony for defendant to possess a firearm  
23 or ammunition. Defendant understands that the conviction in this  
24 case may also subject defendant to various other collateral  
25 consequences, including but not limited to revocation of probation,  
26 parole, or supervised release in another case and suspension or  
27 revocation of a professional license. Defendant understands that  
28

1 unanticipated collateral consequences will not serve as grounds to  
2 withdraw defendant's guilty plea.

3 10. Defendant understands that, if defendant is not a United  
4 States citizen, the felony conviction in this case may subject  
5 defendant to: removal, also known as deportation, which may, under  
6 some circumstances, be mandatory; denial of citizenship; and denial  
7 of admission to the United States in the future. The court cannot,  
8 and defendant's attorney also may not be able to, advise defendant  
9 fully regarding the immigration consequences of the felony conviction  
10 in this case. Defendant understands that unexpected immigration  
11 consequences will not serve as grounds to withdraw defendant's guilty  
12 plea.

13 FACTUAL BASIS

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

23 Beginning on a date unknown, and continuing through at least  
24 June 2, 2017, in Riverside County, within the Central District of  
25 California, and elsewhere, defendant, knowingly and with the intent  
26 to defraud, executed and attempted to execute a scheme to obtain  
27 moneys, funds, assets, and other property owned by and in the custody  
28 and control of Synchrony Bank ("Synchrony") by means of materially

1 false and fraudulent pretenses, representations, and promises, and  
2 the concealment of material facts.

3 The fraudulent scheme operated, in substance, as follows:

4 a. Defendant would obtain victims' names, addresses, and  
5 other personal identifying information.

6 b. Defendant would use victims' names, addresses, and  
7 other personal identifying information to open CareCredit accounts,  
8 which were administered by Synchrony Bank, without the victims'  
9 permission or knowledge.

10 c. Defendant would send the newly opened victims'  
11 CareCredit account information to others.

12 d. Defendant would also create fraudulent identities to  
13 open CareCredit accounts.

14 e. Others would charge the CareCredit accounts for  
15 medical services that were not performed.

16 f. Others would send defendant money which was part of  
17 the earnings from the scheme.

18 g. Defendant would submit change of address requests to  
19 the United States Post Office for the real CareCredit victims' mail,  
20 to divert CareCredit account statements from their real addresses to  
21 another address.

22 On the following dates, in Riverside County, within the Central  
23 District of California, and elsewhere, defendant committed the  
24 following acts, which constituted an execution of the fraudulent  
25 scheme:

26 a. On February 2, 2017, defendant submitted an  
27 application to open a CareCredit account for victim J.F., without  
28 victim J.F.'s knowledge or consent.

1           b.    On February 4, 2017, defendant submitted an  
2 application to open a CareCredit account for victim G.G., without  
3 victim G.G.'s knowledge or consent.

4           c.    On February 4, 2017, defendant submitted an  
5 application to open a CareCredit account for victim C.H., without  
6 victim C.H.'s knowledge or consent.

7           d.    On February 4, 2017, defendant submitted an  
8 application to open a CareCredit account for victim A.O., without  
9 victim A.O.'s knowledge or consent.

10          e.    On February 4, 2017, defendant submitted an  
11 application to open a CareCredit account for victim E.F., without  
12 victim E.F.'s knowledge or consent.

13          f.    On February 5, 2017, defendant submitted an  
14 application to open a CareCredit account for victim D.W., without  
15 victim D.W.'s knowledge or consent.

16          g.    On February 5, 2017, defendant submitted an  
17 application to open a CareCredit account for victim M.M., without  
18 victim M.M.'s knowledge or consent.

19           After defendant opened CareCredit credit card accounts using  
20 other people's names and social security numbers, which he knew  
21 belonged to other persons, defendant had all of the credit card  
22 statements sent to an address on N. Scovell Avenue in San Jacinto,  
23 California, where a co-conspirator would pick them up and make  
24 fraudulent charges on the cards. Defendant's co-conspirator would  
25 then send defendant a portion of the profits from the scheme.

26           Defendant changed at least 25 people's addresses through the  
27 post office in order for the CareCredit credit card statements to be  
28 sent to the N. Scovell Avenue address. Defendant then paid a friend

1 five dollars for each piece of mail his friend received at that  
2 address. At least one of the victims, G.G., was older than 65 years  
3 of age.

4 As a result of this scheme, defendant caused approximately  
5 \$70,975.29 in loss, across 21 victims, to Synchrony. At all times  
6 relevant in this matter, Synchrony was a financial institution  
7 insured by the Federal Deposit Insurance Corporation, and operated  
8 and administered CareCredit accounts. Defendant himself profited at  
9 least \$20,000 from his part of the fraud, and knew what he was doing  
10 was illegal.

11 SENTENCING FACTORS

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

24 //

25 //

26 //

27

28





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 pleas were involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's convictions on the offenses 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 pleas 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, defendant gives up the right to appeal all of the following:

1 (a) the procedures and calculations used to determine and impose any  
2 portion of the sentence; (b) the term of imprisonment imposed by the  
3 Court; (c) the fine imposed by the court, provided it is within the  
4 statutory maximum; (d) to the extent permitted by law, the  
5 constitutionality or legality of defendant's sentence, provided it is  
6 within the statutory maximum; (e) the amount and terms of any  
7 restitution order, provided it requires payment of no more than  
8 \$70,975.29; (f) the term of probation or supervised release imposed  
9 by the Court, provided it is within the statutory maximum; and  
10 (g) any of the following conditions of probation or supervised  
11 release imposed by the Court: the conditions set forth in General  
12 Order 18-10 of this Court; the drug testing conditions mandated by 18  
13 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use  
14 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, the USAO gives up its right to appeal any portion of the  
2 sentence, with the exception that the USAO reserves the right to  
3 appeal the amount of restitution ordered if that amount is less than  
4 \$\$70,975.29.

5 RESULT OF WITHDRAWAL OF GUILTY PLEA

6 21. Defendant agrees that if, after entering guilty pleas  
7 pursuant to this agreement, defendant seeks to withdraw and succeeds  
8 in withdrawing defendant's guilty pleas 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 any count of conviction is  
23 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
24 resentence defendant on any remaining counts of conviction, with both  
25 the USAO and defendant being released from any stipulations regarding  
26 sentencing contained in this agreement, (b) ask the Court to void the  
27 entire plea agreement and vacate defendant's guilty pleas on any  
28 remaining counts of conviction, with both the USAO and defendant

1 being released from all their obligations under this agreement, or  
2 (c) leave defendant's remaining convictions, sentence, and plea  
3 agreement intact. Defendant agrees that the choice among these three  
4 options rests in the exclusive discretion of the USAO.

5 EFFECTIVE DATE OF AGREEMENT

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

9 BREACH OF AGREEMENT

10 24. Defendant agrees that if defendant, at any time after the  
11 signature of this agreement and execution of all required  
12 certifications by defendant, defendant's counsel, and an Assistant  
13 United States Attorney, knowingly violates or fails to perform any of  
14 defendant's obligations under this agreement ("a breach"), the USAO  
15 may declare this agreement breached. All of defendant's obligations  
16 are material, a single breach of this agreement is sufficient for the  
17 USAO to declare a breach, and defendant shall not be deemed to have  
18 cured a breach without the express agreement of the USAO in writing.  
19 If the USAO declares this agreement breached, and the Court finds  
20 such a breach to have occurred, then: (a) if defendant has previously  
21 entered guilty pleas pursuant to this agreement, defendant will not  
22 be able to withdraw the guilty pleas, and (b) the USAO will be  
23 relieved of all its obligations under this agreement.

24 25. Following the Court's finding of a knowing breach of this  
25 agreement by defendant, should the USAO choose to pursue any charge  
26 that was either dismissed or not filed as a result of this agreement,  
27 then:  
28

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

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

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

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

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

27 27. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 13 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations not  
14 to contest the facts agreed to in this agreement.

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

25 NO ADDITIONAL AGREEMENTS

26 29. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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


7 AGREED AND ACCEPTED

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


11 NICOLA T. HANNA  
12 United States Attorney

13   
14 \_\_\_\_\_  
15 EDWARD HAN  
16 Assistant United States Attorney

17 9/23/19  
18 \_\_\_\_\_  
19 Date

20   
21 \_\_\_\_\_  
22 BARRY LEE BIDDLE  
23 Defendant

24 9-21-19  
25 \_\_\_\_\_  
26 Date


27   
28 \_\_\_\_\_  
29 JELANI J. LINDSEY  
30 Deputy Federal Public Defender  
31 Attorney for Defendant  
32 BARRY LEE BIDDLE

33 9-21-19  
34 \_\_\_\_\_  
35 Date

36 CERTIFICATION OF DEFENDANT

37 I have read this agreement in its entirety. I have had enough  
38 time to review and consider this agreement, and I have carefully and  
39 thoroughly discussed every part of it with my attorney. I understand  
40 the terms of this agreement, and I voluntarily agree to those terms.  
41 I have discussed the evidence with my attorney, and my attorney has  
42 advised me of my rights, of possible pretrial motions that might be  
43 filed, of possible defenses that might be asserted either prior to or

1 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
2 of relevant Sentencing Guidelines provisions, and of the consequences  
3 of entering into this agreement. No promises, inducements, or  
4 representations of any kind have been made to me other than those  
5 contained in this agreement. No one has threatened or forced me in  
6 any way to enter into this agreement. I am satisfied with the  
7 representation of my attorney in this matter, and I am pleading  
8 guilty because I am guilty of the charges and wish to take advantage  
9 of the promises set forth in this agreement, and not for any other  
10 reason.

11   
12 BARRY LEE BIDDLE  
13 Defendant

11 9-21-19  
12 Date

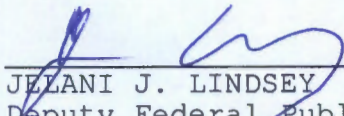
14  
15  
16 CERTIFICATION OF DEFENDANT'S ATTORNEY

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



1 forth in this agreement is sufficient to support my client's entry of  
2 guilty pleas pursuant to this agreement.

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
\_\_\_\_\_  
JELANI J. LINDSEY  
Deputy Federal Public Defender  
Attorney for Defendant  
BARRY LEE BIDDLE

9-21-19  
\_\_\_\_\_  
Date