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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LIZETTE BERRIOS LATHON,

Defendant.

No. 5:22-cr-00229-FMO

PLEA AGREEMENT FOR DEFENDANT
LIZETTE BERRIOS LATHON

1. This constitutes the plea agreement between Lizette Berrios Lathon ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the investigation of fraudulent Unemployment Insurance ("UI") benefits claims filed with the California Employment Development Department ("EDD") from in or about February 2020 through March 23, 2021, and fraudulent claims for Railroad Retirement Board ("RRB") sickness benefits submitted between in or around September 2014 and January 2020. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

FILED

CLERK, U.S. DISTRICT COURT

9/30/2022

CENTRAL DISTRICT OF CALIFORNIA

BY: _____ DTA _____ DEPUTY

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to counts 1, 2, and 3 of the information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with conspiracy to commit mail and wire fraud in violation of 18 U.S.C. § 1349, aggravated identity theft in violation of 18 U.S.C. § 1028A(a)(1), and wire fraud in violation of 18 U.S.C. § 1343.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

3. Defendant further agrees:

a. To forfeit all right, title, and interest in and to any and all monies, properties, and/or assets of any kind, derived

1 from or acquired as a result of the illegal activity to which
2 defendant is pleading guilty, specifically including, but not limited
3 to, the approximately \$73,890 in U.S. Currency seized on or about
4 March 23, 2021, which defendant agrees constitutes traceable proceeds
5 of the 18 U.S.C. § 1349 violation (count one) for which defendant is
6 entering a plea of guilty and renders the Forfeitable Property
7 subject to forfeiture pursuant to 18 U.S.C. § 981, 18 U.S.C. § 982,
8 21 U.S.C. § 2461(c), or otherwise.

9 b. To the Court's entry of an order of forfeiture at or
10 before sentencing with respect to the Forfeitable Property and to the
11 forfeiture of the Forfeitable Property.

12 c. To take whatever steps are necessary to pass to the
13 United States clear title to the Forfeitable Property, including,
14 without limitation, the execution of a consent decree of forfeiture
15 and the completing of any other legal documents required for the
16 transfer of title to the United States.

17 d. Not to contest any administrative forfeiture
18 proceedings or civil judicial proceedings commenced against the
19 Forfeitable Assets. If defendant submitted a claim and/or petition
20 for remission for all or part of the Forfeitable Property on behalf
21 of himself or any other individual or entity, defendant shall and
22 hereby does withdraw any such claims or petitions, and further agrees
23 to waive any right she may have to seek remission or mitigation of
24 the forfeiture of the Forfeitable Property. Defendant further waives
25 any and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

26 e. Not to assist any other individual in any effort
27 falsely to contest the forfeiture of the Forfeitable Property.
28

1 f. Not to claim that reasonable cause to seize the
2 Forfeitable Assets was lacking.

3 g. To prevent the transfer, sale, destruction, or loss of
4 any and all assets described above to the extent defendant has the
5 ability to do so.

6 h. To fill out and deliver to the USAO a completed
7 financial statement listing defendant's assets on a form provided by
8 the USAO.

9 i. That forfeiture of Forfeitable Assets shall not be
10 counted toward satisfaction of any special assessment, fine,
11 restitution, costs, or other penalty the Court may impose.

12 THE USAO'S OBLIGATIONS

13 4. The USAO agrees to:

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

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

17 c. At the time of sentencing, provided that defendant
18 demonstrates an acceptance of responsibility for the offenses up to
19 and including the time of sentencing, recommend a two-level reduction
20 in the applicable Sentencing Guidelines offense level, pursuant to
21 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
22 additional one-level reduction if available under that section.

23 d. Except for criminal tax violations (including
24 conspiracy to commit such violations chargeable under 18 U.S.C.
25 § 371), not further criminally prosecute defendant for violations of
26 18 U.S.C. § 922(g)(1), that is, being a felon in possession of
27 firearms and ammunition, arising out of the firearms and ammunition
28 recovered during the execution of a search warrant at defendant's

1 residence on March 23, 2021. Defendant understands that the USAO is
2 free to criminally prosecute defendant for any other unlawful past
3 conduct or any unlawful conduct that occurs after the date of this
4 agreement. Defendant agrees that at the time of sentencing the Court
5 may consider the uncharged conduct in determining the applicable
6 Sentencing Guidelines range, the propriety and extent of any
7 departure from that range, and the sentence to be imposed after
8 consideration of the Sentencing Guidelines and all other relevant
9 factors under 18 U.S.C. § 3553(a).

10 e. Recommend that defendant be sentenced to a term of
11 imprisonment no higher than the low end of the applicable Sentencing
12 Guidelines range, provided that the offense level used by the Court
13 to determine that range is 24 or higher and provided that the Court
14 does not depart downward in offense level or criminal history
15 category. For purposes of this agreement, the low end of the
16 Sentencing Guidelines range is that defined by the Sentencing Table
17 in U.S.S.G. Chapter 5, Part A.

18 NATURE OF THE OFFENSES

19 5. Defendant understands that for defendant to be guilty of
20 the crime charged in count one, that is, conspiracy, in violation of
21 18 U.S.C. § 1349, the following must be true: (1) beginning no later
22 than on or about February 2, 2020 and continuing through at least on
23 or about March 23, 2021, there was an agreement between two or more
24 persons to commit mail fraud and wire fraud; (2) defendant became a
25 member of the conspiracy knowing of at least one of its objects and
26 intending to help accomplish it; and (3) one of the members of the
27 conspiracy performed at least one overt act for the purpose of
28 carrying out the conspiracy.

1 6. Defendant understands that for defendant to be guilty of
2 the crime charged in count two, that is, aggravated identity theft,
3 in violation of 18 U.S.C. § 1028A(a)(1), the following must be true:
4 (1) defendant knowingly possessed or used without legal authority a
5 means of identification of another person; (2) defendant knew that
6 the means of identification belonged to a real person; and (3)
7 defendant did so during and in relation to a conspiracy to commit
8 mail fraud and wire fraud as charged in count one of the Information.

9 7. Defendant understands that for defendant to be guilty of
10 the crime charged in count three, that is, wire fraud, in violation
11 of 18 U.S.C. § 1343, the following must be true: (1) defendant
12 knowingly participated in a scheme or plan to obtain railroad
13 sickness benefits by means of false or fraudulent pretenses,
14 representations or promises; (2) the statements made or facts omitted
15 as part of the scheme were material, that is, they had a natural
16 tendency to influence or were capable of influencing, a person to
17 part with money or property; (3) defendant acted with the intent to
18 defraud, that is, the intent to deceive and cheat; and (4) defendant
19 used, or caused to be used, an interstate or foreign wire
20 communication to carry out an essential part of the scheme.

21 PENALTIES AND RESTITUTION

22 8. Defendant understands that the statutory maximum sentence
23 that the Court can impose for a violation of 18 U.S.C. § 1349, as
24 charged in count one of the Information is: 20 years' imprisonment; a
25 3-year period of supervised release; a fine of \$250,000 or twice the
26 gross gain or gross loss resulting from the offense, whichever is
27 greatest; and a mandatory special assessment of \$100.

1 9. Defendant understands that the statutory maximum sentence
2 that the Court can impose for a violation of Title 18, United States
3 Code, Section 1028A(a)(1), as charged in count two of the Information
4 is: two years' imprisonment; a one-year period of supervised release;
5 a fine of \$250,000 or twice the gross gain or gross loss resulting
6 from the offense, whichever is greatest; and a mandatory special
7 assessment of \$100.

8 10. Defendant understands that the statutory maximum sentence
9 that the Court can impose for a violation of 18 U.S.C. § 1343, as
10 charged in count three of the Information is: 20 years' imprisonment;
11 a 3-year period of supervised release; a fine of \$250,000 or twice
12 the gross gain or gross loss resulting from the offense, whichever is
13 greatest; and a mandatory special assessment of \$100.

14 11. Defendant understands, therefore, that the total maximum
15 sentence for all offenses to which defendant is pleading guilty is:
16 42 years' imprisonment; a 3-year period of supervised release; a fine
17 of \$750,000 or twice the gross gain or gross loss resulting from the
18 offenses, whichever is greatest; and a mandatory special assessment
19 of \$300.

20 12. Defendant understands that the statutory mandatory minimum
21 sentence that the Court must impose for a violation of Title 18,
22 United States Code, Section 1028A(a)(1), as charged in count two of
23 the Information, is a two-year term of imprisonment, which must run
24 consecutive to any other sentence of imprisonment, and a mandatory
25 special assessment of \$100.

26 13. Defendant understands that supervised release is a period
27 of time following imprisonment during which defendant will be subject
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised
2 release imposed, defendant may be returned to prison for all or part
3 of the term of supervised release authorized by statute for the
4 offense that resulted in the term of supervised release, which could
5 result in defendant serving a total term of imprisonment greater than
6 the statutory maximum stated above.

7 14. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offenses to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts greater
13 than those alleged in the counts to which defendant is pleading
14 guilty. In particular, defendant agrees that the Court may order
15 restitution to any victim of any of the following for any losses
16 suffered by that victim as a result: (a) any relevant conduct, as
17 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
18 defendant is pleading guilty; and (b) any charges not prosecuted
19 pursuant to this agreement as well as all relevant conduct, as
20 defined in U.S.S.G. § 1B1.3, in connection with those charge. The
21 parties currently believe that the applicable amounts of restitution
22 are approximately \$998,630, to be paid to victim California
23 Employment Development Department and approximately \$63,047.39, to be
24 paid to victim Railroad Retirement Board, but recognize and agree
25 that this amount could change based on facts that come to the
26 attention of the parties prior to sentencing.

27 15. Defendant understands that, by pleading guilty, defendant
28 may be giving up valuable government benefits and valuable civic

1 rights, such as the right to vote, the right to possess a firearm,
2 the right to hold office, and the right to serve on a jury.
3 Defendant understands that she is pleading guilty to a felony and
4 that it is a federal crime for a convicted felon to possess a firearm
5 or ammunition. Defendant understands that the convictions in this
6 case may also subject defendant to various other collateral
7 consequences, including but not limited to revocation of probation,
8 parole, or supervised release in another case and suspension or
9 revocation of a professional license. Defendant understands that
10 unanticipated collateral consequences will not serve as grounds to
11 withdraw defendant's guilty pleas.

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

FACTUAL BASIS

17. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided in Exhibit B attached hereto and agree that this statement of facts is sufficient to support pleas of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 19 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.

SENTENCING FACTORS

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

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

Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
Loss greater than \$550,000 but less than \$1,500,000	+14	U.S.S.G. § 2B1.1(b)(1)(H)

1 More than 10 victims: +2 U.S.S.G. § 2B1.1(b) (2) (A)
 2 Abuse of position of trust +2 U.S.S.G. § 3B1.3
 3

4 Defendant and the USAO reserve the right to argue that additional
 5 specific offense characteristics, adjustments, and departures under
 6 the Sentencing Guidelines are appropriate. Defendant understands
 7 that the Court must sentence defendant to a term of two years
 8 imprisonment on count two, which must run consecutive to any term of
 9 imprisonment imposed for count one.

10 20. Defendant understands that there is no agreement as to
 11 defendant's criminal history or criminal history category.

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

16 WAIVER OF CONSTITUTIONAL RIGHTS

17 22. Defendant understands that by pleading guilty, defendant
 18 gives up the following rights:

- 19 a. The right to persist in a plea of not guilty.
- 20 b. The right to a speedy and public trial by jury.
- 21 c. The right to be represented by counsel -- and if
 22 necessary have the Court appoint counsel -- at trial. Defendant
 23 understands, however, that, defendant retains the right to be
 24 represented by counsel -- and if necessary have the Court appoint
 25 counsel -- at every other stage of the proceeding.
- 26 d. The right to be presumed innocent and to have the
 27 burden of proof placed on the government to prove defendant guilty
 28 beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses
2 against defendant.

3 f. The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g. The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h. Any and all rights to pursue any affirmative defenses,
10 Fourth Amendment or Fifth Amendment claims, and other pretrial
11 motions that have been filed or could be filed.

12 WAIVER OF APPEAL OF CONVICTION

13 23. Defendant understands that, with the exception of an appeal
14 based on a claim that defendant's guilty pleas were involuntary, by
15 pleading guilty defendant is waiving and giving up any right to
16 appeal defendant's convictions on the offenses to which defendant is
17 pleading guilty. Defendant understands that this waiver includes,
18 but is not limited to, arguments that the statutes to which defendant
19 is pleading guilty are unconstitutional, and any and all claims that
20 the statement of facts provided herein is insufficient to support
21 defendant's pleas of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 24. Defendant agrees that, provided the Court imposes a total
24 term of imprisonment on all counts of conviction of no more than 102
25 months, defendant gives up the right to appeal all of the following:
26 (a) the procedures and calculations used to determine and impose any
27 portion of the sentence; (b) the term of imprisonment imposed by the
28 Court; (c) the fine imposed by the Court, provided it is within the

1 statutory maximum; (d) to the extent permitted by law, the
2 constitutionality or legality of defendant's sentence, provided it is
3 within the statutory maximum; (e) the amount and terms of any
4 restitution order, provided it requires payment of no more than
5 \$1,061,667.39; (f) the term of probation or supervised release
6 imposed by the Court, provided it is within the statutory maximum;
7 and (g) any of the following conditions of probation or supervised
8 release imposed by the Court: the conditions set forth in Second
9 Amended General Order 20-04 of this Court; the drug testing
10 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
11 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 25. The USAO agrees that, provided (a) all portions of the
13 sentence are at or above the statutory minimum and at or below the
14 statutory maximum specified above and (b) the Court imposes a term of
15 imprisonment of no less than 87 months, the USAO gives up its right
16 to appeal any portion of the sentence, with the exception that the
17 USAO reserves the right to appeal the following: (a) the amount of
18 restitution ordered if that amount is less than \$1,061,667.39.

19 RESULT OF WITHDRAWAL OF GUILTY PLEAS

20 26. Defendant agrees that if, after entering guilty pleas
21 pursuant to this agreement, defendant seeks to withdraw and succeeds
22 in withdrawing defendant's guilty pleas on any basis other than a
23 claim and finding that entry into this plea agreement was
24 involuntary, then (a) the USAO will be relieved of all of its
25 obligations under this agreement; and (b) should the USAO choose to
26 pursue any charge that was not filed as a result of this agreement,
27 then (i) any applicable statute of limitations will be tolled between
28 the date of defendant's signing of this agreement and the filing

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

6 EFFECTIVE DATE OF AGREEMENT

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

10 BREACH OF AGREEMENT

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

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

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 30. 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 31. 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 18 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 32. 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 between
24 the statutory mandatory minimum and the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 33. 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

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. 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

STEPHANIE S. CHRISTENSEN
Acting United States Attorney

BRTuyay
BYRON R. TUYAY
Assistant United States Attorney
Riverside Branch Office

9/01/2022
Date

Latham
LIZETTE BERRIOS LATHON
Defendant

8/30/2022
Date

/s/Gretchen Gaspari

8/31/2022

GRETCHEN GASPARI
Attorney for Defendant
LIZETTE BERRIOS LATHON

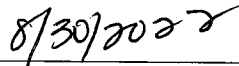
Date

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 of entering into this agreement. No promises, inducements, or representations of any kind have been made 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, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



LIZETTE BERRIOS LATHON
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Lizette Berrios Lathon's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her 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. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

/s/ per e-mail authorization
GRETCHEN GASPARI
Attorney for Defendant
LIZETTE BERRIOS LATHON

9/26/2022
Date

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LIZETTE BERRIOS LATHON

Defendant.

ED CR No. 22-

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy to
Commit Mail and Wire Fraud; 18
U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 1028A(a)(1): Aggravated
Identity Theft; 18 U.S.C.
§ 981(a)(1)(C) and 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

The Acting United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. Defendant LIZETTE BERRIOS LATHON was a resident of Moreno
Valley, California.

2. Beginning no later than 2014, and continuing to the
present, defendant LATHON operated at least three businesses involved
in providing tax preparation services to the public: Miracle Tax

1 Services, Hardcore Corporation (doing business as "Hardcore Taxes"),
2 and Lathon LLC (doing business as "LL Taxes"). Individuals seeking
3 tax preparation services from defendant LATHON provided her with
4 their personal identifying information ("PII"), including their
5 names, dates of birth, and social security numbers.

6 3. California's Employment Development Department ("EDD") was
7 the administrator of the unemployment insurance ("UI") benefit
8 program for the State of California.

9 4. On March 13, 2020, the President of the United States
10 declared COVID-19 an emergency under the Robert T. Stafford Disaster
11 Relief and Emergency Assistance Act. As a result, Congress passed
12 the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"),
13 which the President signed into law on March 27, 2020. The CARES Act
14 provided over \$2 trillion in economic relief protections to the
15 American people from the public health and economic impacts of COVID-
16 19.

17 5. Prior to the enactment of the CARES Act, to be eligible for
18 UI administered by EDD, a person had to have been employed and worked
19 in California and received at least a certain amount of wages from an
20 employer in the 18 months preceding his/her UI benefits claim.
21 Because of this requirement, self-employed workers, independent
22 contractors, and employees with insufficient earnings were not
23 eligible to receive regular UI benefits.

24 6. The CARES Act established a new program - Pandemic
25 Unemployment Assistance ("PUA") -- to provide unemployment benefits
26 during the COVID-19 pandemic to people who did not qualify for
27 regular unemployment insurance benefits, including business owners,
28 self-employed workers, independent contractors, and those with

1 limited work history who were out of business or had significantly
2 reduced their services as a direct result of the pandemic. UI
3 benefits provided under the PUA program were sometimes referred to as
4 PUA benefits.

5 7. Under the PUA provisions of the CARES Act, a person who was
6 a business owner, self-employed worker, independent contractor, or
7 gig worker could qualify for PUA benefits administered by EDD if
8 he/she previously performed such work in California and was
9 unemployed, partially unemployed, unable to work, or unavailable to
10 work due to a COVID-19-related reason.

11 8. Persons applying for PUA benefits did not need to submit
12 any supporting documents to EDD with their applications. Claimants
13 entered their total income for the 2019 calendar year on the
14 application. The stated income was used to pay the minimum benefits
15 of \$167 per week. EDD could request documentation to provide proof
16 of the stated income.

17 9. A PUA claimant was required to answer various questions to
18 establish his/her eligibility for PUA benefits. The claimant was
19 required to provide his/her name, social security number, and mailing
20 address. The claimant was also required to identify a qualifying
21 occupational status and COVID-19 related reason for being out of
22 work.

23 10. After it accepted a UI claim, including a claim submitted
24 pursuant to the PUA program, EDD typically deposited UI funds every
25 two weeks to an Electronic Benefit Payment ("EBP") debit card
26 administered by Bank of America ("BoFA"), which the claimant could
27 use to pay for his/her expenses. The EBP debit card was mailed via
28

1 the United States Postal Service to the claimant at the address the
2 claimant provided in his/her UI application.

3 B. THE OBJECTS OF THE CONSPIRACY

4 Beginning no later than on or about February 2, 2020, and
5 continuing through at least on or about March 23, 2021, in Riverside
6 County within the Central District of California, and elsewhere,
7 defendant LATHON and her spouse, Co-conspirator 1, together with
8 others known and unknown to the Acting United States Attorney,
9 knowingly and with intent to defraud, conspired to commit offenses
10 against the United States, namely, mail fraud, in violation of Title
11 18, United States Code, Section 1341, and wire fraud, in violation of
12 Title 18, United States Code, Section 1343.

13 C. THE MANNER AND MEANS OF THE CONSPIRACY

14 11. The objects of the conspiracy were carried out, and were to
15 be carried out, in substance, as follows:

16 a. Defendant LATHON filed and caused the filing with EDD
17 of fraudulent applications for UI benefits that falsely asserted the
18 named claimants were self-employed independent contractors who had
19 been negatively affected by the COVID-19 pandemic, thereby triggering
20 eligibility for UI benefits under the PUA provision of the CARES Act.
21 In some instances, defendant LATHON submitted fraudulent applications
22 for UI benefits using names, social security numbers and dates of
23 birth that she obtained from former clients of her tax preparation
24 businesses without the permission of those former clients. Defendant
25 LATHON also for filing UI applications using third parties' names,
26 dates of birth, and social security numbers. In all instances,
27 defendant LATHON submitted the applications using others' PII
28 intending to secure the benefits for herself and her family by having

1 the EBP debit cards mailed to addresses she and her family, including
2 Co-conspirator 1, controlled.

3 b. In some instances, defendant LATHON falsely asserted
4 and caused to be asserted on the UI applications submitted in
5 furtherance of the conspiracy that the claimants were residents of
6 California entitled to UI benefits administered by EDD when, in fact,
7 they were not, and defendant LATHON knew they were not.

8 c. In some instances, defendant LATHON falsely asserted
9 and caused to be asserted inflated income for the named claimants on
10 their applications in order to receive the maximum benefit amount.

11 d. In some instances, defendant LATHON made up and caused
12 to be made up the occupation that was listed for the named claimant
13 on the application.

14 e. To the contrary, and as defendant LATHON then well
15 knew, many of the persons named as claimants on the applications that
16 defendant LATHON filed and caused to be filed had no residential
17 history in the State of California and/or had not been employed in
18 the occupations that defendant LATHON reported and caused to be
19 reported on the UI benefits applications she submitted and caused to
20 be submitted in the names of the named claimants.

21 f. By falsely asserting that the claimants had worked in
22 the State of California as independent contractors who had lost work
23 because of COVID-19, defendant LATHON falsely represented and caused
24 to be falsely represented that the named claimants were entitled to
25 UI benefits administered by EDD when, as defendant LATHON then knew,
26 they were not.

27 g. As a result of the fraudulent UI benefit claims that
28 defendant LATHON filed and caused to be filed, EDD authorized BofA to

1 issue EBP debit cards in the names of the named claimants. Defendant
2 LATHON knew that the applications she submitted would cause BofA to
3 mail EBP debit cards issued to the named claimants via the United
4 States Postal Service to the addresses defendant LATHON provided on
5 the fraudulent UI claim applications, including addresses that
6 defendant LATHON and her co-conspirators controlled.

7 h. Defendant LATHON and Co-conspirator 1 would use the
8 EBP debit cards, or direct others to use the EBP debit cards, to make
9 cash withdrawals at automated teller machines ("ATMs") and to make
10 purchases at retail stores, both types of transactions involved wire
11 communication in interstate commerce.

12 i. Through this conspiracy, defendant LATHON and Co-
13 conspirator 1 caused at least 44 fraudulent PUA claims to be filed,
14 resulting in losses to EDD and the United States Treasury of
15 approximately \$998,630.

16 D. OVERT ACTS

17 12. In furtherance of the conspiracy and to accomplish its
18 objects, defendant LATHON and Co-conspirator 1, and other co-
19 conspirators known and unknown to the Acting United States Attorney,
20 committed, and willfully caused others to commit, various overt acts
21 within the Central District of California, and elsewhere, including,
22 but not limited to, the following:

23 Overt Act No. 1: On June 29, 2020, defendant LATHON used the
24 EBP debit card held in victim M.C.'s name to withdraw \$1,000 from an
25 ATM in Moreno, California.

26 Overt Act No. 2: On August 31, 2020, defendant LATHON used
27 the EBP debit card held in victim O.O.'s name to withdraw \$1,000 from
28 an ATM in Moreno Valley, California.

1 Overt Act No. 3: On September 7, 2020, defendant LATHON and
2 Co-conspirator 1 used the EBP debit cards held in the names of
3 victims L.L. and D.P. to withdraw \$2,000 from an ATM in Upland,
4 California.

5 Overt Act No. 4: On March 23, 2021, defendant LATHON
6 possessed handwritten notes containing victim A.F.'s name, date of
7 birth, and social security number, and an e-mail address containing
8 A.F.'s name.

COUNT TWO

[18 U.S.C. § 1028A(a)(1)]

On or about August 5, 2020, in Riverside County, within the Central District of California, defendant LIZETTE BERRIOS LATHON knowingly possessed and used, without lawful authority, means of identification that defendant LATHON knew belonged to another person, namely, the name and social security number of victim M.Q., during and in relation to the offense of Conspiracy to Commit Mail Fraud and Wire Fraud, a felony in violation of Title 18, United States Code, Section 1349, as charged in Count One of this Information.

COUNT THREE

[18 U.S.C. § 1341]

A. INTRODUCTORY ALLEGATIONS

1. At all times relevant to this Information, defendant LIZETTE BERRIOS LATHON was a resident of Riverside County, California, within the Central District of California.

2. Defendant LATHON was employed as a Service/Train Attendant for the National Railroad Passenger Corporation, also known as Amtrak, from 2000 to 2021.

3. Defendant LATHON controlled a prepaid Visa RushCard administered by Green Dot Corporation ending in 8801.

4. The Railroad Retirement Board ("RRB") is an independent federal agency that administers comprehensive disability, retirement-survivor, and unemployment-sickness insurance benefits programs for United States' railroad workers and their families.

5. As an employee of a covered railroad, defendant LATHON was eligible for benefits from RRB.

6. To receive sickness benefits, employees must complete and file a Form SI-1a Application for Sickness Benefits within 10 days from the first day benefits are claimed.

7. Employees must also submit a Form SI-1b Statement of Sickness, completed by a licensed physician, describing the sickness and including a return-to-work date for the employee.

8. To continue to receive sickness benefits after a 14-day claim period, employees must submit a form SI-3 Claim for Sickness Benefits every two weeks. The SI-3 Claim for Sickness Benefits can be submitted online on RRB's website.

1 9. Employees are also required to submit a Form SI-7
2 Supplemental Doctor's Statement updating RRB on the employee's
3 condition and providing information on when the employee can return
4 to work. The SI-7 Supplemental Doctor's Statements are required to
5 continue receiving benefit payments. A physician completes the Form
6 SI-7 Supplemental Doctor's Statement, which is used to determine if
7 employee is still eligible to receive the sickness benefits due to
8 persisting health condition.

9 B. THE SCHEME TO DEFRAUD

10 10. Beginning no later than September 17, 2014, and continuing
11 until January 6, 2020, in Riverside County, within the Central
12 District of California, and elsewhere, defendant LATHON knowingly and
13 with intent to defraud, devised, participated in, and executed a
14 scheme to defraud the RRB by means of materially false and fraudulent
15 pretenses, representations, and promises, and the concealment of
16 material facts.

17 11. The fraudulent scheme operated, in substance, in the
18 following manner:

19 a. Defendant LATHON would visit a medical professional,
20 complaining of pain or anxiety.

21 b. Defendant LATHON would obtain documentation from the
22 medical professional, or that person's office relating to her initial
23 visit.

24 c. Defendant LATHON would submit a Form SI-1a Application
25 for Sickness Benefits relating to her initial visit to the medical
26 professional.

27 d. Defendant LATHON would obtain and file forged and
28 materially false forms SI-3 Claim for Sickness Benefits and false

1 forms SI-7 Supplement Doctor's Statement, falsely representing that
2 she had been seen by a medical professional, falsely representing
3 that the medical professional had signed the forms, and falsely
4 representing that the medical professional had provided a new return
5 to work date for defendant LATHON, thereby extending the period of
6 time she would receive RRB sickness benefits.

7 e. As a result of defendant LATHON's misrepresentations,
8 RRB, through the United States Treasury, made electronic transfers of
9 funds, which constituted sickness benefits, to defendant LATHON's
10 bank account.

11 f. Defendant LATHON directed the sickness benefits to
12 personal bank accounts that she controlled.

13 g. In connection with this scheme to defraud, defendant
14 LATHON obtained approximately \$63,047.39 in fraudulent sickness
15 benefit payments from RRB.

16 C. USE OF THE WIRES

17 12. On or about August 21, 2019, in Riverside County, within
18 the Central District of California, and elsewhere, defendant LATHON
19 and others known and unknown to the Acting United States Attorney,
20 for the purpose of executing the above-described scheme to defraud,
21 transmitted and caused the transmission by means of wire
22 communication in interstate commerce, namely, \$675.67 of sickness
23 benefit funds, from the United States Treasury in Salt Lake City,
24 Utah to a prepaid Visa RushCard account administered by Green Dot
25 Corporation ending in 8830 in Los Angeles, California.

FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of any defendant's conviction of any of the offenses set forth in this Information.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) All right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offense; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), any defendant so convicted shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been

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1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

3 STEPHANIE S. CHRISTENSEN
4 Acting United States Attorney

5
6 SCOTT M. GARRINGER
7 Assistant United States Attorney
Chief, Criminal Division

8 SEAN D. PETERSON
9 Assistant United States Attorney
Chief, Riverside Branch Office

10 BYRON R. TUYAY
11 Assistant United States Attorney
Riverside Branch Office

EXHIBIT B

STATEMENT OF FACTS IN SUPPORT OF PLEA AGREEMENT

Lizette Berrios Lathon ("defendant") represents and admits that the following facts are true:

Background on Unemployment Insurance Program

At all times relevant to the charge in the Information:

Defendant was a resident of Moreno Valley, California.

Beginning no later than 2014 to the present defendant operated at least three businesses involved with providing tax preparation services to the public: Miracle Tax Services, Hardcore Corporation (doing business as "Hardcore Taxes"), and Lathon LLC (doing business as "LL Taxes"). Individuals seeking tax preparation services from defendant's businesses provided her with their personal identifying information ("PII") including their names, dates of birth, and social security numbers.

California's Employment Development Department ("EDD") was the administrator of the unemployment insurance ("UI") benefit program for the State of California.

On March 13, 2020, the President of the United States declared COVID-19 an emergency under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. As a result, Congress passed the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which the President signed into law on March 27, 2020. The CARES Act provided over \$2 trillion in economic relief protections to the American people from the public health and economic impacts of COVID-19.

Before the enactment of the CARES Act, to be eligible for UI administered by EDD, a person had to have been employed and worked in California and received at least a certain amount of wages from an employer in the 18 months preceding his/her UI benefits claim. Because of this requirement, self-employed workers, independent contractors, and employees with insufficient earnings were not eligible to receive regular UI benefits.

The CARES Act established a new program - Pandemic Unemployment Assistance ("PUA") -- to provide unemployment benefits during the COVID-19 pandemic to people who did not qualify for regular unemployment insurance benefits, including business owners, self-employed workers, independent contractors, and those with limited work history who were out of business or had significantly reduced their services as a direct result of the pandemic. UI benefits provided under the PUA program were sometimes referred to as PUA benefits.

Under the PUA provisions of the CARES Act, a person who was a business owner, self-employed worker, independent contractor, or gig worker could qualify for PUA benefits administered by EDD if he/she previously performed such work in California and was unemployed, partially unemployed, unable to work, or unavailable to work due to a COVID-19-related reason.

Persons applying for PUA benefits did not need to submit any supporting documents to EDD with their applications. Claimants entered their total income for the 2019 calendar year on the application. The stated income was used to pay the

minimum benefits of \$167 per week. EDD could request documentation to provide proof of the stated income.

A PUA claimant was required to answer various questions to establish his/her eligibility for PUA benefits. The claimant was required to provide his/her name, Social Security Number, and mailing address. The claimant was also required to identify a qualifying occupational status and COVID-19 related reason for being out of work.

After it accepted a UI claim, including a claim submitted pursuant to the PUA program, EDD typically deposited UI funds every two weeks to an Electronic Benefit Payment ("EBP") debit card administered by Bank of America ("BofA"), which the claimant could use to pay for his/her expenses. The EBP debit card was mailed via the United States Postal Service to the claimant at the address the claimant provided in his/her UI application.

Defendant's Conspiracy to Defraud EDD

Beginning no later than February 2, 2020, and continuing through at least March 23, 2021, in Riverside County within the Central District of California, and elsewhere, defendant had an agreement with her spouse, Co-conspirator 1, and others, to knowingly and with the intent to defraud, commit wire and mail fraud in violation of 18 U.S.C. §§ 1341, 1343, against the United States. Specifically, defendant and her co-conspirators devised, participated in, and executed a scheme to fraudulently obtain UI benefits, including PUA benefits from EDD and the United States Treasury by submitting applications for UI

benefits using the names, dates of birth and social security numbers of third parties and fictitious employment information.

Defendant filed and caused the filing with EDD of at least 44 fraudulent applications for UI benefits, which falsely asserted the named claimants were self-employed independent contractors who were negatively affected by the COVID-19 pandemic, triggering eligibility for UI benefits under the PUA provision of the CARES Act. Defendant obtained some of the PII she used to submit the fraudulent claims through her prior work as a tax preparer. In all instances, defendant LATHON submitted the applications using others' PII intending to secure the benefits for herself, her family, and others, by having the EBP debit cards mailed to addresses that she and Co-conspirator 1, controlled.

In some instances, defendant falsely asserted and caused to be asserted on the UI applications submitted in furtherance of the conspiracy that the claimants were residents of California entitled to UI benefits administered by EDD when, in fact, they were not, and defendant knew they were not. In some instances, defendant falsely asserted and caused to be asserted inflated income for the named claimants on their applications in order to receive the maximum benefit amount. In some instances, defendant made up and caused to be made up the occupation that was listed for the named claimant on the application.

To the contrary, and as defendant then well knew, many of the persons named as claimants on the applications defendant

filed and caused to be filed had no residential history in the State of California and/or had not been employed in the occupations that defendant reported and caused to be reported on the UI benefits applications she submitted and caused to be submitted in the names of the named claimants. By falsely asserting that the claimants had worked in the State of California as independent contractors who had lost work because of COVID-19, defendant falsely represented that the named claimants were entitled to UI benefits administered by EDD when, as defendant then knew, they were not.

As a result of the fraudulent UI benefit claims that defendant filed and caused to be filed, EDD authorized BofA to issue EBP cards in the names of the named claimants. Defendant knew that the applications she submitted would cause BofA to mail EBP debit cards issued to the named claimants via the United States Postal Service to the addresses defendant provided on the fraudulent UI claim applications, including addresses that defendant and her co-conspirators controlled.

Defendant and her co-conspirators would use the EBP debit cards for personal expenses. Defendant directed others to use the EBP debit cards to make cash withdrawals at automated teller machines ("ATMs") and to make purchases at retail stores, both types of transactions involved wire communication in interstate commerce.

Through this conspiracy, defendant and her co-conspirators caused at least 44 fraudulent PUA claims to be filed resulting in losses to EDD and the United States Treasury of approximately

\$998,630.

In furtherance of the conspiracy and to accomplish its objects and goals, defendant and co-conspirators committed, and willfully caused others to commit, various overt acts within the Central District of California, and elsewhere, including, but not limited to, the following:

On June 29, 2020, defendant used an EBP debit card held in victim M.C.'s name to withdraw \$1,000 from an ATM in Moreno Valley, California.

On August 31, 2020, defendant used the EBP debit card held in victim O.O.'s name to withdraw \$1,000 from an ATM in Moreno Valley, California.

On September 7, 2020, defendant and Co-conspirator 1 used the EBP debit cards held in the names of victims L.L. and D.P. to withdraw \$2,000 from an ATM in Upland, California.

On March 23, 2021, defendant possessed handwritten notes containing victim A.F.'s name, date of birth, and social security number, and an e-mail address containing A.F.'s name.

Furthermore, on or about August 5, 2020, in Riverside County, within the Central District of California, defendant knowingly possessed and used, without lawful authority, means of identification that defendant knew belonged to another person, namely, the name and social security number of victim M.Q., during and in relation to the scheme to defraud EDD. At the time defendant used the name and social security number of victim M.Q. to defraud EDD, defendant knew that M.Q. was a real person.

Defendant's Railroad Retirement Sickness Benefits Fraud Scheme

Defendant was employed as a Service/Train Attendant for the National Railroad Passenger Corporation, also known as Amtrak, from 2000 to 2021.

Defendant controlled a prepaid Visa RushCard administered by Green Dot Corporation ending in 8830.

The Railroad Retirement Board ("RRB") is an independent federal agency that administers comprehensive disability, retirement-survivor, and unemployment-sickness insurance benefits programs for United States' railroad workers and their families.

As an employee of a covered railroad, defendant was eligible for benefits from RRB. To receive sickness benefits, employees must complete and file Form SI-1a Application for Sickness Benefits within 10 days from the first day benefits are claimed. Employees must also submit a Form SI-1b Statement of Sickness, completed by a licensed physician, describing the sickness and including a return-to-work date for the employee.

To continue to receive sickness benefits after a 14-day claim period, employees must submit a form SI-3 Claim for Sickness Benefits every two weeks. The SI-3 Claim for Sickness Benefits can be submitted online on RRB's website.

Employees are also required to submit a Form SI-7 Supplemental Doctor's Statement updating RRB on the employee's condition and providing information on when the employee can return to work. The SI-7 Supplemental Doctor's Statements are

required to continue receiving benefit payments. A physician completes the Form 2I-7 Supplemental Doctor's Statement, which is used to determine if employee is still eligible to receive the sickness benefits due to persisting health condition.

Beginning no later than September 17, 2014, and continuing until January 6, 2020, in Riverside County, within the Central District of California, and elsewhere, defendant knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud the RRB by means of materially false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

As part of the scheme, defendant visited medical professionals, complaining of health issues including pain or anxiety. Defendant then obtained documentation from the medical professional, or that person's office relating to her initial visit. Defendant submitted Form SI-1a Applications for Sickness Benefits every year from 2015 through 2019, relating to her initial visits with various medical professionals. Each form represented that defendant suffered from health problems that prevented her return to work, even though, as defendant then knew, defendant did not suffer from the medical conditions forming the basis for her sickness benefits claims.

Defendant filed materially false forms SI-3 Claim for Sickness Benefits and false forms SI-7 Supplemental Doctor's Statement, falsely representing that she had been seen by a medical professional, falsely representing that the medical professional had signed the forms, and falsely representing that

the medical professional had provided a new return-to-work date for defendant, thereby greatly extending the period of time she would receive RRB sickness benefits. Defendant submitted these forms with the intent to defraud RRB of sickness benefits. Defendant knew the forms were false because she forged the physicians' signatures on the forms and because she did not suffer from the health conditions represented on the forms.

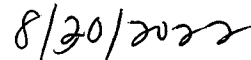
As a result of defendant's misrepresentations, RRB, through the United States Treasury, made electronic transfers of funds, which constituted sickness benefits, to defendant's bank account. At defendant's direction, the sickness benefits were deposited into personal bank accounts that she controlled. In connection with this scheme to defraud, between September 2014 and January 2020 defendant obtained approximately \$63,047.39 in fraudulent sickness benefit payments from RRB.

On or about August 21, 2019, in Riverside County, within the Central District of California, for the purpose of executing the above-described scheme to defraud RRB, defendant caused the transmission by means of wire communication in interstate commerce, namely, \$675.67 of sickness benefit funds, from the United States Treasury in Salt Lake City, Utah to a prepaid Visa RushCard account administered by Green Dot Corporation ending in 8830 in Los Angeles, California.

I have read this STATEMENT OF FACTS IN SUPPORT OF PLEA AGREEMENT in its entirety. I have had enough time to review this statement of facts and I have carefully and thoroughly discussed every part of it with my attorney. I agree that this statement of facts is sufficient to support pleas of guilty to the charges described in the plea agreement and to establish the Sentencing Guidelines factors set forth in paragraph 18 of the plea agreement.



LIZETTE BERRIOS LATHON
Defendant



Date

I am LIZETTE BERRIOS LATHON's attorney. I have carefully and thoroughly discussed every part of this statement of facts with my client and agree that it is sufficient to support pleas of guilty to the charges described in the plea agreement and to establish the Sentencing Guidelines factors set forth in paragraph 18 of the plea agreement.

/s/Gretchen Gaspari

8/31/2022

GRETCHEN GASPARI, ESQ.
Attorney for Defendant
LIZETTE BERRIOS LATHON

Date

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of Riverside County, California. I am over 18 years of age, and I am not a party to the above-entitled action. My business address is the United States Attorney's Office, 3403 Tenth Street, Suite 200, Riverside, California 92501.

On this date, September 30, 2022 I served a copy of the following entitled document(s) PLEA AGREEMENT

as follows:

- ☐ by placing the document in a sealed envelope, addressed to the person specified below, and placing it for interoffice delivery within the courthouse:
- ☒ by e-mailing a pdf. version of the document to the e-mail address specified below:
- ☐ by placing the document in a sealed envelope, addressed to the person specified below, and placing it for U.S. mail delivery:

Gretchen Gaspari
gretchen@dre.law

I declare under penalty of perjury that the foregoing is true and correct. Executed on, September 30, 2022 at Riverside, California.

/s/
Brenda Tovar