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Attorneys for United States of America

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CRISPIN TORRES, JR.

Defendant.

Case No. 20CR2114-AJB

PLEA AGREEMENT

IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA, through its counsel, ROBERT S. BREWER, JR., United States Attorney, and Andrew J. Galvin and Aaron P. Arnzen, Assistant U.S. Attorneys, and Defendant Crispin Torres, Jr. ("Defendant"), with the advice and consent of Jami L. Ferrara, counsel for Defendant, as follows:

**I**

**THE PLEA**

Defendant agrees to waive indictment and plead guilty to an Information charging Defendant with conspiracy to commit securities fraud, in violation of 18 U.S.C. § 371.

In exchange, the Government agrees not to bring any additional charges against Defendant for conduct outlined in the "Factual Basis" section of this plea agreement, unless Defendant breaches the plea

Plea Agreement

Def. Initials GA

CR

1 agreement or the guilty plea entered pursuant to this plea agreement is  
2 set aside for any reason. If Defendant breaches this agreement or the  
3 guilty plea is set aside, section XII below shall apply.

4 In addition, the attached financial addendum shall govern the fine,  
5 forfeiture, and restitution in this case.

## 6 II

### 7 NATURE OF THE OFFENSE

#### 8 A. ELEMENTS EXPLAINED

9 The offense to which Defendant is pleading guilty, and as alleged  
10 in the Information, has the following elements:

#### 11 CONSPIRACY, in violation of 18 U.S.C. § 371

12 1. There was an agreement between two or more persons to commit  
13 securities fraud, in violation of 15 U.S.C. §§ 77q and 77x.

14 2. The defendant became a member of the conspiracy knowing of at  
15 least one of its objects and intending to help accomplish it.

16 3. At least one member of the conspiracy performed at least one  
17 overt act in furtherance of the conspiracy.

18 Furthermore, the offense that the conspirators agreed to commit  
19 has the following elements:

#### 20 SECURITIES FRAUD, in violation of 15 U.S.C. §§ 77q and 77x

21 1. Defendant willfully used a scheme to defraud someone, or  
22 obtained money or property from someone by means of an untrue statement  
23 or omission of material fact;

24 2. Defendant's acts were undertaken, and his statements were  
25 made, in the offer or sale of one or more securities; and

26 3. Defendant directly or indirectly used the instruments or  
27 facilities of interstate commerce in connection with undertaking these  
28 acts and making these statements.



1 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

2 Defendant has fully discussed the facts of this case with defense  
3 counsel. Defendant has committed each element of the crime and admits  
4 that there is a factual basis for this guilty plea. The following facts  
5 are true and undisputed:

6 **Relevant Individuals and Entities**

7 1. Defendant Crispin Torres, Jr. is a resident of National City,  
8 California. Defendant worked for American National Investments, LLC  
9 ("American National Investments") as Controller from 2003 until 2015,  
10 and as Chief Financial Officer from 2015 until September 2019.

11 2. American National Investments is a California corporation  
12 based in San Diego. American National Investments was a real estate  
13 development company, and the parent company of a large number of small  
14 businesses, which operated primarily in the real estate, retail, and  
15 restaurant sectors.

16 3. ANI Development, LLC ("ANI Development"), is a California  
17 limited liability company located in San Diego and a subsidiary of  
18 American National Investments. ANI Development's business consisted  
19 primarily of running a fake lending program (the "Lending Program")  
20 surrounding the transfer of California liquor licenses, as described  
21 more fully below.

22 4. Co-conspirator 1 ("CC-1") is the founder and was the Chief  
23 Executive Officer of American National Investments. CC-1 was also the  
24 managing member of ANI Development. CC-1 played a central role in  
25 perpetrating a fraudulent Ponzi scheme by convincing investors that CC-  
26 1 would use their money to make loans to individuals and entities  
27 attempting to purchase California liquor licenses. In fact, CC-1 and  
28

1 her co-conspirators, including Defendant, used investor funds to  
2 perpetrate the scheme and fund CC-1's other businesses, some of which  
3 were failing.

#### 4 **Overview of the Fraudulent Ponzi Scheme**

5 5. From in or around 2012 through 2019, CC-1 solicited money  
6 from investors by falsely promising that she would use their money to  
7 invest in a "Lending Program." Specifically, CC-1 told investors that,  
8 through the Lending Program, they could make high-interest loans to  
9 applicants for California Liquor Licenses. In addition, CC-1  
10 represented that the loans would carry exceptionally low levels of risk,  
11 in part because the investors' money could only (1) be placed in holding  
12 accounts, and (2) be returned to the investors or their intermediaries.  
13 Contrary to her promises, CC-1 did not use investors' money to fund the  
14 Lending Program.

15 6. Beginning no later than 2012, and continuing up to and  
16 including 2019, Defendant and CC-1 agreed with each other to commit  
17 securities fraud, by misappropriating investor funds to support CC-1's  
18 businesses, which were unrelated to the Lending Program.

#### 19 **Liquor License Transfers in California**

20 7. Under California law, an applicant who wishes to purchase a  
21 liquor license from an existing licensee must place in an escrow account  
22 an amount of money equal to the purchase price of the license.

23 8. This escrow account must be established and funded within 30  
24 days of applying for the license, and the money deposited must be  
25 maintained in escrow until the California Department of Alcoholic  
26 Beverage Control (the "ABC") either (a) approves the application and  
27 the purchase of the license is completed, or (b) declines the  
28



1 application, at which point the escrowed funds are returned to the  
2 depositor.

3 **CC-1's Solicitation of Investors**

4 9. Beginning in or around 2012, CC-1 told investors that they  
5 could fund ABC liquor license escrow accounts. On the phone, and by  
6 email, CC-1 described to investors important aspects of the supposed  
7 Lending Program, including the following:

8 a. Many applicants who wished to acquire a California liquor  
9 license did not have sufficient funds to deposit the  
10 license's full purchase price in an escrow account for the  
11 time period that the ABC takes to review a transfer  
12 application. Because of their lack of liquid funds, these  
13 applicants were willing to pay relatively high rates of  
14 interest on short-term loans that would fund the escrow  
15 account.

16 b. An attorney ("Attorney A") whose practice area involves  
17 California liquor license transactions had identified for  
18 Defendant applicants who wished to acquire liquor licenses  
19 and were seeking a loan to fund the related escrow  
20 accounts. CC-1 and Attorney A would negotiate the terms  
21 of such loans with these applicants.

22 c. Under the terms negotiated by CC-1 and Attorney A,  
23 investors would provide high-interest loans to the  
24 applicants. CC-1 told investors that their funds would  
25 not be at risk because their funds could only be withdrawn  
26 by the investors after the ABC accepted or declined the  
27 corresponding transfer application. Specifically, while  
28

1 invested in the Lending Program, the investors' money would  
2 be maintained in special purpose accounts pursuant to  
3 agreements stating that the money could only be used to  
4 fund liquor license escrow accounts and/or withdrawn by  
5 the investors.

6 d. The applicants would pay the transfer price plus interest  
7 if and when the ABC granted the related liquor license  
8 applications. Investors would then receive the amount of  
9 their original deposits, and CC-1 and the investors would  
10 split the interest proceeds.

11 10. CC-1's representations were false. CC-1 never invested the  
12 investors' funds in the Lending Program. Instead, CC-1, with  
13 Defendant's assistance, (a) used incoming investor funds to make  
14 principal and interest payments based on loans that were coming due in  
15 the Lending Program, and (b) embezzled investor funds to support  
16 shortfalls and hide losses in CC-1's and American National Investments'  
17 other businesses, and to pay for CC-1's personal expenses. By making  
18 these principal and interest payments, CC-1 and her co-conspirators  
19 sought to convince investors that the Lending Program was legitimate,  
20 which helped to perpetuate the scheme.

21 11. Defendant knew that CC-1 and American National Investments  
22 owned businesses with no direct connection to the Lending Program,  
23 including a restaurant chain, vacation rentals, a coffee shop, a juice  
24 bar, and a surf-themed clothing store. Many of these businesses were  
25 failing, and some had negative cash flows. When these businesses were  
26 unable to pay for certain expenses, such as payroll, Defendant requested  
27 that CC-1 provide investor funds from the Lending Program to cover  
28



1 expenses and keep the businesses afloat. Defendant knew that this was  
2 not a permissible use of investor funds. From 2012 through 2019, CC-1  
3 and Defendant used at least \$60 million of investor funds to meet  
4 expenses incurred by these business.

5 12. At CC-1's direction, Defendant helped CC-1 establish a bank  
6 account under a name that was similar to that of a well-known escrow  
7 company (the "Escrow Company"). This was done in order to create the  
8 appearance that the Escrow Company administered investor funds that  
9 were deposited in the bank account, which further supported the  
10 investors' belief that the Lending Program was legitimate. In fact,  
11 however, the Escrow Company was not involved in opening, maintaining,  
12 or managing this bank account. When investor funds were deposited into  
13 this account, receipts were fabricated from the Escrow Company to send  
14 to investors, and a copy was kept in files maintained by Defendant so  
15 that the amounts could be entered into the accounting system.

16 13. Defendant's participation in the conspiracy largely consisted  
17 of misappropriating investor funds to pay for business expenses  
18 unrelated to the Lending Program and establishing a bank account to  
19 assist in that effort, at the direction of CC-1. Throughout the  
20 conspiracy, Defendant was paid a salary of between \$150,000 and  
21 \$200,000, although he did not receive any additional compensation from  
22 CC-1 for Defendant's participation in the conspiracy.

23 14. As a result of the conspirators' scheme, misrepresentations  
24 and omissions, over 100 investors invested more than \$400 million in  
25 the Lending Program between 2012 and 2019.

26 15. The investors' interests in the Lending Program were  
27 securities because, among other things:  
28

- 1 a. Investor funds were pooled in escrow accounts.  
2 b. Investors' profits from their investments depended on the  
3 success of the Lending Program.  
4 c. Defendant's efforts were critical to the success of the  
5 Lending Program, and investors played no role in the  
6 Lending Program's management or operation.

7 16. The loss attributable to the conspiracy amounts to at least  
8 \$65 million, but the parties agree that the amount could be greater.  
9 The parties will continue to gather facts and analyze the appropriate  
10 measure of loss, and will make corresponding recommendations to the  
11 Court at the time of sentencing. The parties agree that the appropriate  
12 loss amount, as contemplated by USSG § 2B1.1(b)(1), is at least between  
13 \$65 million and \$150 million.

14 **III**

15 **PENALTIES**

16 The crime to which Defendant is pleading guilty carries the  
17 following penalties:

- 18 A. a maximum 5 years in prison;  
19 B. a maximum \$250,000 fine, or twice the pecuniary gain or twice  
20 the pecuniary loss, whichever is greater;  
21 C. a mandatory special assessment of \$100 per count;  
22 D. a term of supervised release of not more than 3 years.

23 Defendant understands that failure to comply with any of the  
24 conditions of supervised release may result in revocation of  
25 supervised release, requiring defendant to serve in prison,  
26 upon any such revocation, all or part of the statutory maximum  
27  
28



1 term of supervised release for the offense that resulted in  
2 such term of supervised release;

- 3 D. an order from the Court pursuant to 18 U.S.C. § 3663 that  
4 Defendant make restitution to the victim(s) of the offense of  
5 conviction, or the estate(s) of the victims(s). Defendant  
6 understands that the Court may also order, if agreed to by  
7 the parties in this plea agreement, restitution to persons  
8 other than the victim(s) of the offense of conviction; and  
9 E. forfeiture of any property, real or personal, which  
10 constitutes or is derived from proceeds traceable to  
11 Defendant's crime, pursuant to 18 U.S.C. § 981(a)(1)(C).

12 **IV**

13 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**  
14 **UNDERSTANDING OF CONSEQUENCES**

15 This guilty plea waives Defendant's right at trial to:

- 16 A. Continue to plead not guilty and require the Government to  
17 prove the elements of the crime beyond a reasonable doubt;  
18 B. A speedy and public trial by jury;  
19 C. The assistance of counsel at all stages;  
20 D. Confront and cross-examine adverse witnesses;  
21 E. Testify and present evidence and to have witnesses testify on  
22 behalf of Defendant; and,  
23 F. Not testify or have any adverse inferences drawn from the  
24 failure to testify.

25 **V**

26 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**  
27 **PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

28 Any information establishing the factual innocence of Defendant  
known to the undersigned prosecutor in this case has been turned over

1 to Defendant. The Government will continue to provide such information  
2 establishing the factual innocence of Defendant.

3 If this case proceeded to trial, the Government would be required  
4 to provide impeachment information for its witnesses. In addition, if  
5 Defendant raised an affirmative defense, the Government would be  
6 required to provide information in its possession that supports such a  
7 defense. By pleading guilty Defendant will not be provided this  
8 information, if any, and Defendant waives any right to this information.  
9 Defendant will not attempt to withdraw the guilty plea or to file a  
10 collateral attack based on the existence of this information.

11 **VI**

12 **DEFENDANT'S REPRESENTATION THAT GUILTY**  
13 **PLEA IS KNOWING AND VOLUNTARY**

14 Defendant represents that:

- 15 A. Defendant has had a full opportunity to discuss all the facts  
16 and circumstances of this case with defense counsel and has  
17 a clear understanding of the charges and the consequences of  
18 this plea. By pleading guilty, Defendant may be giving up,  
19 and rendered ineligible to receive, valuable government  
20 benefits and civic rights, such as the right to vote, the  
21 right to possess a firearm, the right to hold office, and the  
22 right to serve on a jury. The conviction in this case may  
23 subject Defendant to various collateral consequences,  
24 including but not limited to revocation of probation, parole,  
25 or supervised release in another case; debarment from  
26 government contracting; and suspension or revocation of a  
27 professional license, none of which can serve as grounds to  
28 withdraw Defendant's guilty plea.
- 29 B. No one has made any promises or offered any rewards in return  
30 for this guilty plea, other than those contained in this  
31 agreement or otherwise disclosed to the Court.
- 32 C. No one has threatened Defendant or Defendant's family to  
33 induce this guilty plea.
- 34 D. Defendant is pleading guilty because Defendant is guilty and  
35 for no other reason.



VII

**AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE  
SOUTHERN DISTRICT OF CALIFORNIA**

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other authorities in any type of matter, although the Government will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII

**APPLICABILITY OF SENTENCING GUIDELINES**

The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot be determined until a presentence report is prepared by the U.S. Probation Office and defense counsel and the Government have an opportunity to review and challenge the presentence report. Nothing in this plea agreement limits the Government's duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

IX

**SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may impose the maximum sentence provided by

statute. It is uncertain at this time what Defendant's sentence will be. The Government has not made and will not make any representation about what sentence Defendant will receive. Any estimate of the probable sentence by defense counsel is not a promise and is not binding on the Court. Any recommendation by the Government at sentencing also is not binding on the Court. If the sentencing judge does not follow any of the parties' sentencing recommendations, Defendant will not withdraw the plea.

**X**

**PARTIES' SENTENCING RECOMMENDATIONS**

**A. SENTENCING GUIDELINE CALCULATIONS**

Although the Guidelines are only advisory and just one factor the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments, and Departures:

- |  |                          |
|--|--------------------------|
| 1. Base Offense Level [§ 2B1.1]              | 7                        |
| 2. Gain [§ 2B1.1(b) (1) (M)]                 | +24 or more <sup>1</sup> |
| 3. More than 10 Victims [§ 2B1.1(b) (2) (A)] | +2                       |
| 4. Minor Role [§ 3B1.2]                      | -2                       |
| 5. Acceptance of Responsibility [§ 3E1.1]    | -3                       |
| 6. Departure/Variance [§ 5K2.0/§ 3553(a)]:   | -5 <sup>2</sup>          |

<sup>1</sup> As set forth in Paragraph 16, the parties agree that the appropriate loss amount, as contemplated by USSG § 2B1.1(b) (1), is at least between \$65 million and \$150 million. The parties may argue that the loss amount exceeds \$150 million and recommend a corresponding increase in the specific offense characteristic under USSG § 2B1.1(b) (1).

<sup>2</sup> See section X, paragraph C.



1        B.    ACCEPTANCE OF RESPONSIBILITY

2        Despite paragraph A above, the Government need not recommend an  
3 adjustment for Acceptance of Responsibility if Defendant engages in  
4 conduct inconsistent with acceptance of responsibility including, but  
5 not limited to, the following:

- 6            1.    Fails to truthfully admit a complete factual basis as  
7                    stated in the plea at the time the plea is entered, or  
8                    falsely denies, or makes a statement inconsistent with,  
9                    the factual basis set forth in this agreement;  
10           2.    Falsely denies prior criminal conduct or convictions;  
11           3.    Is untruthful with the Government, the Court or  
12                  probation officer; or  
13           4.    Breaches this plea agreement in any way.

14        C.    FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE  
15                  UNDER 18 U.S.C. § 3553

16        The parties agree that the joint recommendation for a five-level  
17 variance or departure for a combination of circumstances takes into  
18 consideration Defendant's history and characteristics and the nature  
19 and circumstances of this case. The recommendation specifically takes  
20 into account, *inter alia*: (1) the fact that Defendant accepted  
21 responsibility when first approached by criminal authorities regarding  
22 the facts stated above and has saved resources the Government would  
23 have otherwise spent investigating and prosecuting the case; (2)  
24 Defendant did not receive any additional compensation from CC-1 for  
25 Defendant's participation in the conspiracy; and (3) Defendant was  
26 diagnosed with serious medical conditions during the time he  
27 participated in the conspiracy. Defendant is free to request that the  
28 Court depart or vary more than five levels on these grounds.

1 Defendant may request or recommend additional downward  
2 adjustments, departures, or variances from the Sentencing Guidelines  
3 under 18 U.S.C. § 3553. The Government may oppose any downward  
4 adjustments, departures, or variances not set forth in Section X,  
5 paragraph A above.

6 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

7 The parties have **no** agreement as to Defendant's Criminal History  
8 Category.

9 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

10 The facts in the "factual basis" paragraph of this agreement are  
11 true and may be considered as "relevant conduct" under USSG § 1B1.3 and  
12 as the nature and circumstances of the offense under 18 U.S.C.  
13 § 3553(a)(1).

14 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

15 The Government will recommend that Defendant be sentenced within  
16 the advisory guideline range recommended by the Government at  
17 sentencing.

18 G. SUPERVISED RELEASE

19 If the Court imposes a term of supervised release, Defendant will  
20 not seek to reduce or terminate early the term of supervised release  
21 until Defendant has served at least 2/3 of the term of supervised  
22 release and has fully paid and satisfied any special assessments, fine,  
23 criminal forfeiture judgment, and restitution judgment.

24 **XI**

25 **DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK**

26 Defendant waives (gives up) all rights to appeal and to  
27 collaterally attack every aspect of the conviction and sentence,  
28



1 including any restitution order. The only exceptions are 1) Defendant  
2 may appeal a custodial sentence above the high end of the guideline  
3 range recommended by the Government at sentencing, and 2) Defendant may  
4 collaterally attack the conviction or sentence on the basis that  
5 Defendant received ineffective assistance of counsel. If Defendant  
6 appeals, the Government may support on appeal the sentence or  
7 restitution order actually imposed.

8 **XII**

9 **BREACH OF THE PLEA AGREEMENT**

10 Defendant and Defendant's attorney know the terms of this agreement  
11 and shall raise, before the sentencing hearing is complete, any claim  
12 that the Government has not complied with this agreement. Otherwise,  
13 such claims shall be deemed waived (that is, deliberately not raised  
14 despite awareness that the claim could be raised), cannot later be made  
15 to any court, and if later made to a court, shall constitute a breach  
16 of this agreement.

17 Defendant breaches this agreement if Defendant violates or fails  
18 to perform any obligation under this agreement. The following are non-  
19 exhaustive examples of acts constituting a breach:

- 20 1. Failing to plead guilty pursuant to this agreement;
- 21 2. Failing to fully accept responsibility as established in
- 22 Section X, paragraph B, above;
- 23 3. Failing to appear in court;
- 24 4. Attempting to withdraw the plea;
- 25 5. Failing to abide by any court order related to this case;
- 26
- 27
- 28

1           6.    Appealing (which occurs if a notice of appeal is filed)  
2                    or collaterally attacking the conviction or sentence in  
3                    violation of Section XI of this plea agreement; or

4           7.    Engaging in additional criminal conduct from the time of  
5                    arrest until the time of sentencing.

6           If Defendant breaches this plea agreement, Defendant will not be  
7   able to enforce any provisions, and the Government will be relieved of  
8   all its obligations under this plea agreement. For example, the  
9   Government may proceed to sentencing but recommend a different sentence  
10  than what it agreed to recommend above. Or the Government may pursue  
11  any charges including those that were dismissed, promised to be  
12  dismissed, or not filed as a result of this agreement (Defendant agrees  
13  that any statute of limitations relating to such charges is tolled  
14  indefinitely as of the date all parties have signed this agreement;  
15  Defendant also waives any double jeopardy defense to such charges). In  
16  addition, the Government may move to set aside Defendant's guilty plea.  
17  Defendant may not withdraw the guilty plea based on the Government's  
18  pursuit of remedies for Defendant's breach.

19          Additionally, if Defendant breaches this plea agreement: (i) any  
20  statements made by Defendant, under oath, at the guilty plea hearing  
21  (before either a Magistrate Judge or a District Judge); (ii) the factual  
22  basis statement in Section II.B in this agreement; and (iii) any  
23  evidence derived from such statements, are admissible against Defendant  
24  in any prosecution of, or any action against, Defendant. This includes  
25  the prosecution of the charge(s) that is the subject of this plea  
26  agreement or any charge(s) that the prosecution agreed to dismiss or  
27  not file as part of this agreement, but later pursues because of a  
28



1 breach by the Defendant. Additionally, Defendant knowingly,  
2 voluntarily, and intelligently waives any argument that the statements  
3 and any evidence derived from the statements should be suppressed,  
4 cannot be used by the Government, or are inadmissible under the United  
5 States Constitution, any statute, Rule 410 of the Federal Rules of  
6 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, and  
7 any other federal rule.

8 **XIII**

9 **CONTENTS AND MODIFICATION OF AGREEMENT**

10 This plea agreement embodies the entire agreement between the  
11 parties and supersedes any other agreement, written or oral. No  
12 modification of this plea agreement shall be effective unless in writing  
13 signed by all parties.

14 **XIV**

15 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

16 By signing this agreement, Defendant certifies that Defendant has  
17 read it (or that it has been read to Defendant in Defendant's native  
18 language). Defendant has discussed the terms of this agreement with  
19 defense counsel and fully understands its meaning and effect.

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28

XV

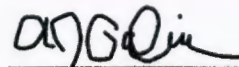
**DEFENDANT SATISFIED WITH COUNSEL**

Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.

ROBERT S. BREWER, JR.  
United States Attorney

7/19/20

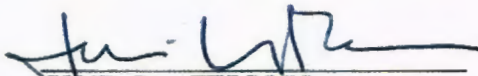
DATED



ANDREW J. GALVIN  
AARON P. ARNZEN  
Assistant U.S. Attorneys

7/17/20

DATED



JAMI L. FERRARA  
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

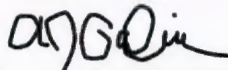
7/17/20

DATED



CRISPIN TORRES, JR.  
Defendant

Approved By:



for

EMILY ALLEN  
Assistant U.S. Attorney