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9
 Attorneys for Plaintiff
 10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 RONALD S. CALDERON,

17 Defendant.

No. CR 14-103-CAS

PLEA AGREEMENT FOR DEFENDANT
RONALD S. CALDERON

18
 19 1. This constitutes the plea agreement between defendant
 20 RONALD S. CALDERON ("defendant") and the United States Attorney's
 21 Office for the Central District of California (the "USAO") in the
 22 above-captioned case. This agreement is limited to the USAO and
 23 cannot bind any other federal, state, local, or foreign prosecuting,
 24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to Count Ten of the

1 indictment in United States v. Ronald S. Calderon and Thomas M.
2 Calderon, CR No. 14-103-CAS, which charges defendant with Mail Fraud
3 Through the Deprivation of Honest Services, in violation of 18 U.S.C.
4 §§ 1341 and 1346.

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

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

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

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

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

17 g. Pay the applicable special assessments at or before
18 the time of sentencing unless defendant lacks the ability to pay and
19 prior to sentencing submits a completed financial statement on a form
20 to be provided by the USAO.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

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

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, move to dismiss the
27 remaining counts of the indictment as against defendant. Defendant
28 agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable
2 Sentencing Guidelines range, the propriety and extent of any
3 departure from that range, and the sentence to be imposed.

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

10 e. Provided that defendant is in Criminal History
11 Category I, not seek a sentence of imprisonment above 70 months
12 imprisonment, which corresponds to the low end of the Sentencing
13 Guidelines range for a Total Offense Level 27 and a Criminal History
14 Category I.

15 NATURE OF THE OFFENSE

16 4. Defendant understands that for defendant to be guilty of
17 the crime charged in Count Ten, that is, Mail Fraud Through the
18 Deprivation of Honest Services, in violation of Title 18, United
19 States Code, Sections 1341 and 1346, the following must be true: (1)
20 defendant knowingly devised or participated in a scheme to defraud
21 the public of its right to the honest services of the public official
22 through bribery or kickbacks; (2) defendant did so knowingly and with
23 an intent to defraud; (3) the scheme or artifice to defraud involved
24 a material misrepresentation, false statement, false pretense, or
25 concealment of fact; and (5) in advancing, or furthering, or carrying
26 out the scheme to defraud, the defendant used, or caused someone to
27 use, the mails to carry out or to attempt to carry out the scheme.
28

PENALTIES

1
2 5. Defendant understands that the statutory maximum sentence
3 that the Court can impose for a violation of Title 18, United States
4 Code, Sections 1341 and 1346, is: 20 years imprisonment; a three-year
5 period of supervised release; a fine of \$250,000 or twice the gross
6 gain or gross loss resulting from the offense, whichever is greatest;
7 and a mandatory special assessment of \$100.

8 6. 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 7. 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 8. 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 9. 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 pleas of guilty
18 to the charges described in this agreement but is not meant to be a
19 complete recitation of all facts relevant to the underlying criminal
20 conduct or all facts known to either party that relate to that
21 conduct.

22 In 2006, defendant was elected California State Senator for
23 the 30th Senate District and held that office until in or
24 around November 2014. As a public official, defendant owed
a duty of honest services to his constituents as well as
the citizens of California.

25 Defendant's brother, defendant THOMAS M. CALDERON, served
26 as a California State Assemblyman for the 58th Assembly
27 District until in or around 2002. Shortly after leaving
28 office, defendant THOMAS M. CALDERON founded the Calderon
Group Incorporated ("the Calderon Group") in the Central
District of California, a political consulting company, and

1 also became an Executive Officer of Californians for
2 Diversity ("CFD"), a tax exempt public benefits corporation
3 under Title 26, United States Code, Section 501(1)(c)(4),
4 in or around 2008.

5 MICHAEL D. DROBOT ("DROBOT") was one of defendant THOMAS M.
6 CALDERON's political consulting clients. DROBOT owned and
7 operated the Pacific Hospital of Long Beach ("PHLB") and other
8 affiliated companies from in or around 1997 until in or around
9 October 2013. One of the political issues for which defendant
10 THOMAS M. CALDERON was providing consulting services to DROBOT
11 had to do with "spinal pass-through" legislation in California.
12 Specifically, DROBOT wanted to preserve the spinal pass-through
13 legislation in California because it enabled DROBOT and his
14 companies to make substantial amounts of money performing spinal
15 implant surgeries on worker's compensation patients. Defendant
16 knew that DROBOT wanted to preserve the spinal pass-through
17 legislation in California.

18 In or around June 2010, defendant told DROBOT that his son would
19 be attending college and asked DROBOT to hire his son as a
20 summer employee of PHLB while his son was in college. Defendant
21 told DROBOT that his son would need to earn \$10,000 per summer
22 in order to pay his college tuition each year. DROBOT agreed to
23 hire defendant's son as a summer file clerk at one of his
24 companies and to pay him \$10,000 (take-home or net) per summer
25 while defendant's son was in college. Defendant accepted
26 DROBOT's offer to hire his son and to pay him \$10,000 per summer
27 knowing that as a result of those payments DROBOT expected
28 defendant to perform official acts that benefitted DROBOT, like
voting against legislation that would eliminate the spinal-
through and supporting legislation that preserved it, and
intending to perform those official acts in return, which
defendant did. For example, defendant asked a fellow Senator to
introduce SB 896, legislation favorable to DROBOT and the spinal
pass-through, and voted against SB 863, legislation unfavorable
to DROBOT and the spinal pass-through. DROBOT employed
defendant's son for the first three summers he was in college
(2010, 2011, and 2012) and paid his son a total of approximately
\$30,000.

On or about February 24, 2012, defendant was introduced to UC-1,
an undercover agent for the Federal Bureau of Investigation
("FBI"). UC-1 told defendant that he was the owner of an
independent film studio in Los Angeles and that he and another
undercover agent for the FBI, UC-3, wanted the threshold amount
that independent filmmakers had to spend on a film's budget in
order to qualify for California's "film tax credit" lowered from
\$1 million to \$750,000. UC-1 also told defendant that he wanted
his purported girlfriend, UC-2, to be hired to defendant's
Senate staff. Defendant agreed to perform official acts that
would help UC-1 and UC-3 lower the film tax credit and get UC-2
hired as a Senate staffer, all in exchange for UC-1 and UC-3
agreeing to provide money and other financial benefits to
defendant.

1 For example, on or about July 17, 2012, defendant had UC-1 sign
2 a "Studio Services Agreement" in which UC-1 agreed to pay
3 defendant's daughter \$3,000 per month for services she did not
4 provide to UC-1. Defendant also accepted trips to Las Vegas
5 from UC-1 worth approximately \$12,000. In exchange, defendant
6 performed several official acts in support of lowering the film
7 tax credit to \$750,000, including (1) writing a letter on his
8 official Senate letterhead indicating that he would propose
9 legislation lowering the threshold, (2) introducing a "spot
10 bill" he told UC-1 would be used to propose such legislation,
11 and (3) promising UC-1 he would vote in favor of that proposed
12 legislation.

13 In addition, defendant had UC-1 make a \$5,000 payment towards
14 his son's college tuition and \$25,000 payment to Californians
15 for Diversity ("CFD"), an entity defendant and his brother,
16 defendant THOMAS M. CALDERON, used to pay themselves. In
17 exchange, defendant performed official acts to get UC-1's
18 purported girlfriend, UC-2, hired to a Senate staff position,
19 including asking the Senate Pro Tem at the time to authorize
20 defendant to hire another staffer and writing a letter on his
21 official Senate letterhead, which defendant submitted to the
22 Secretary of the Senate, falsely claiming that hiring UC-2 was
23 an integral step in addressing the designated area reassignments
24 in his district due to realignment. The Senate approved
25 defendant's request to hire UC-2 as a Senate staffer in
26 defendant's district office and to pay her an annual income of
27 \$45,105 (3,758/mo).

28 Defendant caused approximately five of the \$3,000 payments UC-1
made to defendant's daughter, as well as the \$25,000 payment to
CFD, to be sent via mail by United States Postal Service.
Moreover, defendant knowingly concealed his bribery scheme from
the public by submitting a false Statement of Economic Interest,
California Form 700, to the California Fair Political Practices
Commission, which failed to disclose the money and other
financial benefits defendant he had received from DROBOT, UC-1,
and UC-3. Defendant also did this by falsely claiming that
hiring UC-2 was an integral step in addressing the designated
area reassignments in his district due to realignment.

NO AGREEMENT REGARDING SENTENCING FACTORS

16. Except as set forth in paragraphs 3(d) and 3 (e) above,
defendant and the USAO have no agreement as to the appropriate
sentence or the applicable Sentencing Guidelines factors. Except as
set forth in paragraphs 3(d) and 3 (e) above, both parties reserve
the right to seek any sentence within the statutory maximum, and to
argue for any criminal history score and category, base offense

1 level, specific offense characteristics, adjustments, departures, and
2 variances.

3 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

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

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

1 obligations under this agreement; and (b) should the USAO choose to
2 pursue any charge that was either dismissed or not filed as a result
3 of this agreement, then (i) any applicable statute of limitations
4 will be tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action; and
6 (ii) defendant waives and gives up all defenses based on the statute
7 of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent
9 that such defenses existed as of the date of defendant's signing this
10 agreement.

11 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

15 EFFECTIVE DATE OF AGREEMENT

16 16. This agreement is effective upon signature and execution of
17 all required certifications by defendant, defendant's counsel, and an
18 Assistant United States Attorney.

19 BREACH OF AGREEMENT

20 17. Defendant agrees that if defendant, at any time after the
21 signature of this agreement and execution of all required
22 certifications by defendant, defendant's counsel, and an Assistant
23 United States Attorney, knowingly violates or fails to perform any of
24 defendant's obligations under this agreement ("a breach"), the USAO
25 may declare this agreement breached. All of defendant's obligations
26 are material, a single breach of this agreement is sufficient for the
27 USAO to declare a breach, and defendant shall not be deemed to have
28 cured a breach without the express agreement of the USAO in writing.

1 If the USAO declares this agreement breached, and the Court finds
2 such a breach to have occurred, then: (a) if defendant has previously
3 entered guilty plea pursuant to this agreement, defendant will not be
4 able to withdraw the guilty plea, and (b) the USAO will be relieved
5 of all its obligations under this agreement.

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

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

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

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

COURT AND PROBATION OFFICE NOT PARTIES

1
2 19. Defendant understands that the Court and the United States
3 Probation Office are not parties to this agreement and need not
4 accept any of the USAO's sentencing recommendations or the parties'
5 agreements to facts or sentencing factors.

6 20. Defendant understands that both defendant and the USAO are
7 free to: (a) supplement the facts by supplying relevant information
8 to the United States Probation Office and the Court and (b) correct
9 any and all factual misstatements relating to the Court's Sentencing
10 Guidelines calculations and determination of sentence. While this
11 paragraph permits both the USAO and defendant to submit full and
12 complete factual information to the United States Probation Office
13 and the Court, even if that factual information may be viewed as
14 inconsistent with the facts agreed to in this agreement, this
15 paragraph does not affect defendant's and the USAO's obligations not
16 to contest the facts agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

22. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO 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

23. 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

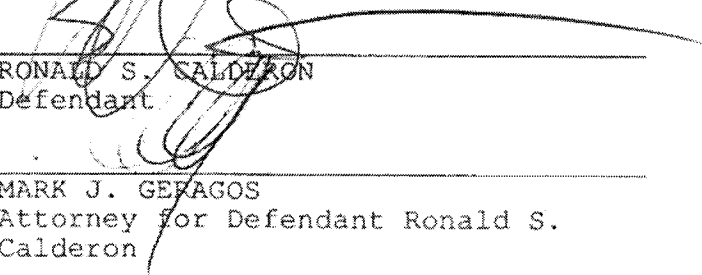
UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

EILEEN M. DECKER
United States Attorney


DOUGLAS M. MILLER
MACK E. JENKINS
Assistant United States Attorneys

Date

6/13/16


RONALD S. CALDERON
Defendant

Date

6/11/16

MARK J. GERAGOS
Attorney for Defendant Ronald S.
Calderon

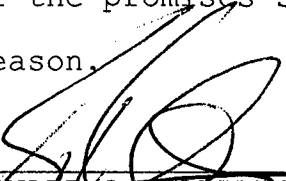
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6/11/16

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.

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

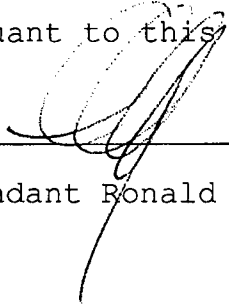
14 
15 _____
16 RONALD S. CALDERON
17 Defendant

14 06/11/16
15 _____
16 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

1 agreement is 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 guilty pleas pursuant to this agreement.



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5 MARK J. GERAGOS
6 Attorney for Defendant Ronald S.
7 Calderon

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