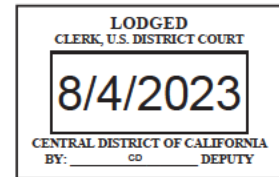
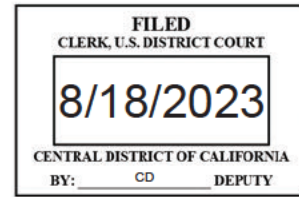


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**REDACTED PLEA
AGREEMENT**

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10 Attorneys for Plaintiff
11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 ROBERT MANUEL NACIONALES TAFOYA,

18 Defendant.

No. CR 2:23-cr-00384-MEMF

PLEA AGREEMENT FOR DEFENDANT
ROBERT MANUEL NACIONALES TAFOYA

19
20 1. This constitutes the plea agreement between ROBERT MANUEL
21 NACIONALES TAFOYA ("defendant") and the United States Attorney's
22 Office for the Central District of California ("the USAO") in the
23 investigation of the matter described herein. This agreement is
24 limited to the USAO and cannot bind any other federal, state, local,
25 or foreign prosecuting, enforcement, administrative, or regulatory
26 authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 In September 2018, Person 10 provided five separate \$10,000
2 checks drawn on the account belonging to Person 12 and asked
3 defendant to cash the checks for him. The payee line on each of the
4 checks was blank. Defendant took the checks and provided them to his
5 brother who arranged for them to be cashed. Defendant gave Person 10
6 \$44,000 in cash and withheld \$6,000 for his brother. In cashing the
7 checks for Person 10, defendant intended to facilitate the bribery
8 arrangement involving Person 10 and Pacheco.

9 On December 5, 2018, in accordance with his agreement with
10 Person 10 and after Marijuana Company 2 petitioned to change its
11 location, Pacheco voted in favor of Marijuana Company 2's amended
12 development agreement for marijuana cultivation and manufacturing in
13 its first reading. On December 19, 2018, in accordance with his
14 agreement with Person 10, Pacheco voted in favor of Marijuana Company
15 2's amended development agreement for marijuana cultivation and
16 manufacturing in its second reading.

17 4. Bribery Scheme Involving Person 20

18 In or around 2017 or 2018, Person 20, a public official,
19 approached defendant and asked him to solicit a bribe payment from a
20 company seeking a marijuana permit in the City using the same
21 intermediary scheme utilized by Pacheco. Defendant selected Person
22 19 to be the intermediary and "consultant" for Person 20, and Person
23 19 agreed to partake in the scheme with Person 20.

24 Defendant then approached Person 21, a consultant, and explained
25 that, for Person 21 to obtain a marijuana permit for her client,
26 Person 21 would need to hire Person 19 as a "consultant" for the
27 client seeking the marijuana permit and pay Person 19 \$240,000.
28 After negotiating further, Person 21 and the client, a company Person

1 21 represented, agreed to the contract. Defendant then drew up a
2 contract for \$240,000 and listed Person 19 as a "consultant." Person
3 20 wanted to receive \$200,000 from the contract and Person 19 to
4 receive the remaining \$40,000.

5 Person 21 and her client began reconsidering entering the deal
6 and told defendant they did not want to enter the deal. Person 20
7 and defendant then met with Person 21 and told Person 21 that for her
8 client to get their marijuana permit, Person 21 and her client would
9 have to pay Person 19. Person 21 responded that they would pay the
10 "consulting" contract for Person 19 but not for \$240,000. Person 21
11 and her client ultimately signed a contract with Person 19.

12 Defendant later became concerned that Person 21 and/or her
13 client might report the scheme to law enforcement, since they were so
14 resistant to agreeing to the deal in the first instance. Defendant
15 then drafted a notice for Person 19 to notify Person 21 and her
16 client that Person 19 would be canceling his "consulting" contract
17 with them. Defendant then told Person 20 that defendant would not
18 provide him/her the money from contract.

19 **C. Funneling \$30,000 in Cash to Person 20's Campaign**

20 Starting in 2017 and ending in November 2018, Person 20 was
21 running for State elected office. To raise campaign funds, Person 20
22 asked defendant on two occasions to provide him/her \$15,000 in cash
23 that Person 20 could then funnel to other individuals to make conduit
24 contributions to his/her campaign. Person 20 wanted these small
25 donations to demonstrate to other donors his/her broad support
26 amongst the community. Defendant agreed on both occasions to provide
27 the cash because he believed Person 20 could remove defendant as City
28

1 Attorney and understood that Person 20 would provide defendant
2 additional work if he/she were elected to State office.

3 In or around October 2017, while in the primary for his/her
4 election, Person 20 first asked defendant for \$15,000 in cash.

5 Defendant agreed to provide it and then withdrew \$15,000 from the
6 Tafoya & Garcia, LLP account at Wells Fargo in four transactions
7 between October 25, 2017 and October 26, 2017. Defendant then met
8 with Person 20 and provided him/her the \$15,000 in cash in an
9 envelope.

10 After Person 20 won his/her primary in June 2018, Person 20 once
11 more solicited \$15,000 in cash from defendant in order to further
12 engage in the conduit contribution scheme described above. Defendant
13 agreed but, before providing the money, wanted assurances from Person
14 20 that he/she would take care of defendant, protect his job as the
15 City Attorney, and assist defendant financially or professionally in
16 his/her official capacity if he/she obtained State elected office.
17 Person 20 agreed, and defendant withdrew \$15,000 in cash, which he
18 provided to Person 20.

19 **D. Defendant Evades Payment of Taxes**

20 Defendant had control of the bank accounts associated with
21 Tafoya & Garcia, LLP and Tafoya Law Group, APC. At least in or
22 around April 2012 when he received a letter from the Internal Revenue
23 Service ("IRS") informing him of a collection for tax years 2007 and
24 2010, defendant knew he had personal tax liability to the IRS and
25 that the IRS was actively attempting to collect defendant's
26 outstanding tax liability, including penalties and interest. Among
27 the efforts made by the IRS to collect defendant's tax liability
28 included the following: (1) an IRS letter from April 2015 informing