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 8 UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 GREGORY SILVEIRA,

15 Defendant.

ED CR No. 15-36-VAP

AMENDED PLEA AGREEMENT FOR  
DEFENDANT  
GREGORY SILVEIRA

16  
 17 1. This constitutes the plea agreement between GREGORY  
 18 SILVEIRA ("defendant") and the United States Attorney's Office for  
 19 the Central District of California (the "USAO") in an investigation  
 20 of money laundering by defendant between February 2010 and February  
 21 11, 2013, in violation of 18 U.S.C. § 1956(a)(1)(A)(i). This  
 22 agreement is limited to the USAO and cannot bind any other federal,  
 23 state, local, or foreign prosecuting, enforcement, administrative, or  
 24 regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:  
 27 a. Give up the right to indictment by a grand jury and,  
 28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to each of a three-count information  
2 in the form attached to this agreement as Exhibit A or a  
3 substantially similar form, which charge defendant with money  
4 laundering in violation of 18 U.S.C. § 1956(a)(1)(A)(i).

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, provided that defendant  
27 demonstrates an acceptance of responsibility for the offenses up to  
28 and including the time of sentencing, recommend a two-level reduction

1 in the applicable Sentencing Guidelines offense level, pursuant to  
2 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
3 additional one-level reduction if available under that section.

4 d. Except for criminal tax violations (including  
5 conspiracy to commit such violations chargeable under 18 U.S.C.  
6 § 371), not further criminally prosecute defendant for violations of  
7 money laundering in violation of 18 U.S.C. §§ 1956(a)(1)(A)(i),  
8 1956(a)(1)(A)(i) and illegal gambling business in violation of 18  
9 U.S.C. § 1955, arising out of defendant's conduct described in the  
10 agreed-to factual basis set forth in paragraph 10 below. Defendant  
11 understands that the USAO is free to criminally prosecute defendant  
12 for any other unlawful past conduct or any unlawful conduct that  
13 occurs after the date of this agreement. Defendant agrees that at  
14 the time of sentencing the Court may consider the uncharged conduct  
15 in determining the applicable Sentencing Guidelines range, the  
16 propriety and extent of any departure from that range, and the  
17 sentence to be imposed after consideration of the Sentencing  
18 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

19 NATURE OF THE OFFENSES

20 4. Defendant understands that for defendant to be guilty of  
21 the crime charged in counts one through three of the information,  
22 that is, money laundering in violation of 18 U.S.C.  
23 § 1956(a)(1)(A)(i), the following must be true:

24 a. First, the defendant conducted a financial transaction  
25 involving property that represented the proceeds of an illegal  
26 gambling business, in violation of 18 U.S.C. § 1955;

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1           b.     Second, the defendant knew that the property  
2 represented the proceeds of an illegal gambling business, in  
3 violation of 18 U.S.C. § 1955; and

4           c.     Third, the defendant acted with the intent to promote  
5 the carrying on of an illegal gambling business, in violation of 18  
6 U.S.C. § 1955.

7                                 PENALTIES

8           5.     Defendant understands that the statutory maximum sentence  
9 that the Court can impose for each violation of Title 18, United  
10 States Code, Section 1956(a)(1)(A)(i), is: 20 years imprisonment; a  
11 5-year period of supervised release; a fine of \$500,000 or twice the  
12 gross gain or gross loss resulting from the offense, whichever is  
13 greatest; and a mandatory special assessment of \$100.

14          6.     Defendant understands, therefore, that the total maximum  
15 sentence for all offenses to which defendant is pleading guilty is:  
16 60 years imprisonment; a 5-year period of supervised release; a fine  
17 of \$1,500,000 or twice the gross gain or gross loss resulting from  
18 the offenses, whichever is greatest; and a mandatory special  
19 assessment of \$300.

20          7.     Defendant understands that supervised release is a period  
21 of time following imprisonment during which defendant will be subject  
22 to various restrictions and requirements. Defendant understands that  
23 if defendant violates one or more of the conditions of any supervised  
24 release imposed, defendant may be returned to prison for all or part  
25 of the term of supervised release authorized by statute for the  
26 offense that resulted in the term of supervised release, which could  
27 result in defendant serving a total term of imprisonment greater than  
28 the statutory maximum stated above.

1 8. Defendant understands that, by pleading guilty, defendant  
2 may be giving up valuable government benefits and valuable civic  
3 rights, such as the right to vote, the right to possess a firearm,  
4 the right to hold office, and the right to serve on a jury.  
5 Defendant understands that once the court accepts defendant's guilty  
6 plea, it will be a federal felony for defendant to possess a firearm  
7 or ammunition. Defendant understands that the conviction in this  
8 case may also subject defendant to various other collateral  
9 consequences, including but not limited to revocation of probation,  
10 parole, or supervised release in another case and suspension or  
11 revocation of a professional license. Defendant understands that  
12 unanticipated collateral consequences will not serve as grounds to  
13 withdraw defendant's guilty plea.

14 9. Defendant understands that, if defendant is not a United  
15 States citizen, the felony conviction in this case may subject  
16 defendant to: removal, also known as deportation, which may, under  
17 some circumstances, be mandatory; denial of citizenship; and denial  
18 of admission to the United States in the future. The court cannot,  
19 and defendant's attorney also may not be able to, advise defendant  
20 fully regarding the immigration consequences of the felony conviction  
21 in this case. Defendant understands that unexpected immigration  
22 consequences will not serve as grounds to withdraw defendant's guilty  
23 plea.

24 FACTUAL BASIS

25 10. Defendant admits that defendant is, in fact, guilty of the  
26 offenses to which defendant is agreeing to plead guilty. Defendant  
27 and the USAO agree to the statement of facts provided below and agree  
28 that this statement of facts is sufficient to support pleas of guilty

1 to the charges described in this agreement and to establish the  
2 Sentencing Guidelines factors set forth in paragraph 12 below but is  
3 not meant to be a complete recitation of all facts relevant to the  
4 underlying criminal conduct or all facts known to either party that  
5 relate to that conduct.

6 Beginning on a date unknown, but not later than February 2010,  
7 defendant Gregory Silveira participated in the operation of an  
8 illegal gambling operation, which accepted and placed bets on  
9 sporting events. On or about March 26, 2010, defendant Silveira  
10 accepted a wire transfer of approximately \$2.75 million ("the \$2.75  
11 million") from a gambling client into defendant Silveira's Wells  
12 Fargo Bank account, numbered xxx-xxx-5789 ("the xxx-xxx-5789  
13 account"). At the time of this transfer, defendant knew that the  
14 \$2.75 million represented proceeds from illegal sports betting, in  
15 violation of 18 U.S.C. § 1955. The proceeds were generated by the  
16 illegal sports betting business in which defendant participated in.

17 On or about March 29, 2010, defendant Silveira transferred a  
18 portion of these funds, \$2,475,000, from the xxx-xxx-5789 account  
19 into an account he controlled at Wells Fargo Bank, account number  
20 xxx-xxx-8351 ("xxx-xxx-8351 account"). On that same day, defendant  
21 Silveira also transferred the remaining part of these funds,  
22 \$275,000, from the xxx-xxx-5789 account into the xxx-xxx-8351  
23 account. The next day, on March 30, 2010, defendant Silveira  
24 transferred \$2,475,000 from the xxx-xxx-8351 account into another  
25 account he controlled at JP Morgan Chase Bank, account number xxx-  
26 xxx-1549. At the time, defendant initiated these three transfers  
27 with the intent to promote the carrying on of an illegal gambling  
28 operation, in violation of 18 U.S.C. § 1955. These three transfers

1 all involved the use of financial institutions, namely, Wells Fargo  
2 Bank and JP Morgan Chase Bank, that are engaged in, or the activities  
3 of which, affected interstate commerce.

4 SENTENCING FACTORS

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

17 12. Defendant and the USAO agree to the following applicable  
18 Sentencing Guidelines factors:

19	Base Offense Level:	12	[U.S.S.G. § 2S1.1(a)(1) & U.S.S.G. § 2E3.1(a)(1)]
20	Specific Offense 21 Characteristics: Conviction under 18 U.S.C. § 1956	+2	[U.S.S.G. § 2S1.1(b)(2)(B)]

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

25 13. Defendant understands that there is no agreement as to  
26 defendant's criminal history or criminal history category.

27 14. Defendant and the USAO reserve the right to argue for a  
28 sentence outside the sentencing range established by the Sentencing

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 15. 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.

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WAIVER OF APPEAL OF CONVICTION

16. Defendant understands that, with the exception of an appeal based on a claim that defendant’s guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant’s convictions on the offenses to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17. Defendant agrees that, provided the Court imposes a total term of imprisonment on all counts of conviction of no more than 16 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (e) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

18. Defendant also gives up any right to bring a post-conviction collateral attack on the convictions or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

19. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and

1 (b) the Court imposes a term of imprisonment of no less than 3  
2 months, the USAO gives up its right to appeal any portion of the  
3 sentence.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

20 EFFECTIVE DATE OF AGREEMENT

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

24 BREACH OF AGREEMENT

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

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

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

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

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

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

1 the United States Constitution, any statute, Rule 410 of the Federal  
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
3 Procedure, or any other federal rule, that the statements or any  
4 evidence derived from the statements should be suppressed or are  
5 inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

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

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

26 26. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,  
2 withdraw defendant's guilty pleas, and defendant will remain bound to  
3 fulfill all defendant's obligations under this agreement. Defendant  
4 understands that no one -- not the prosecutor, defendant's attorney,  
5 or the Court -- can make a binding prediction or promise regarding  
6 the sentence defendant will receive, except that it will be within  
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 27. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

14 ///

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. 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 YONEKURA  
Acting United States Attorney

JERRY C. YANG  
Assistant United States Attorney

Date

5-1-15

GREGORY SILVEIRA  
Defendant

Date

5/1/15

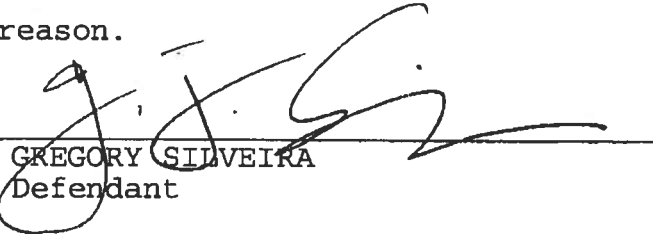
JAMES D. HENDERSON, SR.  
Attorney for Defendant GREGORY  
SILVEIRA

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

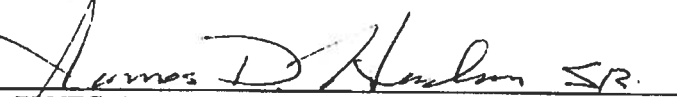
1 contained in this agreement. No one has threatened or forced me in  
2 any way to enter into this agreement. I am satisfied with the  
3 representation of my attorney in this matter, and I am pleading  
4 guilty because I am guilty of the charges and wish to take advantage  
5 of the promises set forth in this agreement, and not for any other  
6 reason.

7   
8 GREGORY SILVEIRA  
9 Defendant

5 - 1 - 15  
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25   
26 JAMES D. HENDERSON, SR.  
27 Attorney for Defendant GREGORY  
SILVEIRA

5/1/15  
Date