

FILED

CLERK, U.S. DISTRICT COURT

10/15/2021

CENTRAL DISTRICT OF CALIFORNIA

BY: _____ DTA _____ DEPUTY

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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,
11
12 Plaintiff,

13 v.
14

15 VERLIN SANCIANGCO,
16 Defendant.
17

No. 8:21-cr-00185-DOC

PLEA AGREEMENT FOR DEFENDANT
VERLIN SANCIANGCO

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

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

1 Court, appear and plead guilty to a one-count information charging
2 defendant with wire fraud in violation of 18 U.S.C. § 1343.

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

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

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

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

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

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

19 h. Pay full restitution to the victims by January 1,
20 2022.

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 offense 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. Recommend that defendant be sentenced to a term of
5 imprisonment no higher than the low end of the applicable Sentencing
6 Guidelines range provided that the offense level used by the Court to
7 determine that range is 20 or higher and provided that the Court does
8 not depart downward in offense level or criminal history category.
9 For purposes of this agreement, the low end of the Sentencing
10 Guidelines range is that defined by the Sentencing Table in U.S.S.G.
11 Chapter 5, Part A.

12 NATURE OF THE OFFENSE

13 4. Defendant understands that for defendant to be guilty of
14 the crime charged in count one, that is, wire fraud, in violation of
15 Title 18, United States Code, Section 1343, the following must be
16 true: (1) defendant knowingly participated in, devised, or intended
17 to devise a scheme or plan to defraud, or a scheme or plan for
18 obtaining money or property by means of false or fraudulent
19 pretenses, representations, or promises; (2) the statements made or
20 facts omitted as part of the scheme were material; that is, they had
21 a natural tendency to influence, or were capable of influencing, a
22 person to part with money or property; (3) defendant acted with the
23 intent to defraud; that is, the intent to deceive and cheat; and
24 (4) defendant used, or caused to be used, a wire communication to
25 carry out or attempt to carry out an essential part of the scheme.

26 PENALTIES AND RESTITUTION

27 5. Defendant understands that the statutory maximum sentence
28 that the Court can impose for a violation of Title 18, United States

1 Code, Section 1343 is: 20 years' imprisonment; a three-year period of
2 supervised release; a fine of \$250,000 or twice the gross gain or
3 gross loss resulting from the offense, whichever is greatest; and a
4 mandatory special assessment of \$100.

5 6. Defendant understands that supervised release is a period
6 of time following imprisonment during which defendant will be subject
7 to various restrictions and requirements. Defendant understands that
8 if defendant violates one or more of the conditions of any supervised
9 release imposed, defendant may be returned to prison for all or part
10 of the term of supervised release authorized by statute for the
11 offense that resulted in the term of supervised release, which could
12 result in defendant serving a total term of imprisonment greater than
13 the statutory maximum stated above.

14 7. Defendant understands that defendant will be required to
15 pay full restitution to the victims of the offense to which defendant
16 is pleading guilty. Defendant agrees that, in return for the USAO's
17 compliance with its obligations under this agreement, the Court may
18 order restitution to persons other than the victim of the offense to
19 which defendant is pleading guilty and in amounts greater than those
20 alleged in the count to which defendant is pleading guilty. In
21 particular, defendant agrees that the Court may order restitution to
22 any victim of any of the following for any losses suffered by that
23 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
24 § 1B1.3, in connection with the offense to which defendant is
25 pleading guilty. The parties currently believe that the applicable
26 amount of restitution is approximately \$760,039.34, but recognize and
27 agree that this amount could change based on facts that come to the
28 attention of the parties prior to sentencing.

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

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

FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support the plea of

1 guilty to the charge 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 Defendant was a licensed real estate broker at Westrend Realty,
7 Inc. located in Riverside, California, within the Central District of
8 California.

9 In December 2017, defendant, in his capacity as a real estate
10 broker, represented K.L. and B.W. in the sale of their investment
11 property located in San Clemente, California (the "Investment
12 Property"). In 2016, K.L. and B.W. purchased the Investment Property
13 through their company, CLC Capital, LLC, a limited liability company
14 registered in California. On January 22, 2016, defendant opened a
15 bank account at Bank of America in the name of CLC Capital, LLC,
16 listing himself as the authorized signor and member of CLC Capital,
17 LLC.

18 In December 2017, defendant sold the Investment Property for
19 \$830,000. Defendant never told K.L. and B.W. that he had sold the
20 Investment Property. The buyer of the Investment Property deposited
21 the proceeds of the all-cash sale in an escrow account held by
22 Lawyer's Title. Defendant directed Lawyer's Title to forward the
23 proceeds of the sale totaling \$760,039.34 to the CLC Capital Bank of
24 America account that defendant controlled. Instead of forwarding the
25 proceeds of the sale of the Investment Property to K.L. and B.W.,
26 defendant took the proceeds and used the proceeds for personal
27 purposes. As a result of the defendant's fraudulent scheme, B.W. and
28 K.L. lost over \$700,000.

1 In furtherance of scheme, on or about December 26, 2017,
 2 defendant transferred \$100,000 of the proceeds of the sale of the
 3 Investment Property from a Bank of America account he controlled in
 4 Riverside, California to Coinbase's Metropolitan Commercial Bank
 5 account in New York.

6 SENTENCING FACTORS

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

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

21 Base Offense Level:	7	U.S.S.G. § 2B1.1(a) (1)
22 Loss More than		
23 \$550,000, but less		
24 than \$1,500,000:	+14	U.S.S.G. § 2B1.1(b) (1) (H)
25 Abuse of Trust:	+2	U.S.S.G. § 3B1.3

1 13. Defendant and the USAO reserve the right to argue that
2 additional specific offense characteristics, adjustments, and
3 departures under the Sentencing Guidelines are appropriate.

4 14. Defendant understands that there is no agreement as to
5 defendant's criminal history or criminal history category.

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

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 16. Defendant understands that by pleading guilty, defendant
12 gives up the following rights:

13 a. The right to persist in his plea of not guilty.

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

15 c. The right to be represented by counsel - and if
16 necessary have the court appoint counsel - at trial. Defendant
17 understands, however, that, defendant retains the right to be
18 represented by counsel - and if necessary have the court appoint
19 counsel - at every other stage of the proceeding.

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

23 e. The right to confront and cross-examine witnesses
24 against defendant.

25 f. The right to testify and to present evidence in
26 opposition to the charge, including the right to compel the
27 attendance of witnesses to testify.
28

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

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

7 WAIVER OF APPEAL OF CONVICTION

8 17. Defendant understands that, with the exception of an appeal
9 based on a claim that defendant's guilty plea was involuntary, by
10 pleading guilty defendant is waiving and giving up any right to
11 appeal defendant's conviction on the offense to which defendant is
12 pleading guilty. Defendant understands that this waiver includes,
13 but is not limited to, arguments that the statute to which defendant
14 is pleading guilty is unconstitutional, and any and all claims that
15 the statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18 18. Defendant agrees that, provided the Court imposes a term of
19 imprisonment within or below the range corresponding to an offense
20 level of 20 and the criminal history category calculated by the
21 Court, defendant gives up the right to appeal all of the following:
22 (a) the procedures and calculations used to determine and impose any
23 portion of the sentence, with the exception of the Court's
24 calculation of defendant's criminal history category; (b) the term of
25 imprisonment imposed by the Court, except to the extent it depends on
26 the Court's calculation of defendant's criminal history category;
27 (c) the fine imposed by the Court, provided it is within the
28 statutory maximum; (d) to the extent permitted by law, the

1 constitutional or legality of defendant's sentence, provided it is
2 within the statutory maximum; (e) the amount and terms of any
3 restitution order, provided it requires payment of no more than
4 \$760,039.34; (f) the term of probation or supervised release imposed
5 by the Court, provided it is within the statutory maximum; and
6 (g) any of the following conditions of probation or supervised
7 release imposed by the Court: the conditions set forth in Second
8 Amended General Order 20-04 of this Court; the drug testing
9 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
10 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

11 24. Defendant also gives up any right to bring a postconviction
12 collateral attack on the conviction or sentence, including any order
13 of restitution, except a post-conviction collateral attack based on a
14 claim of ineffective assistance of counsel or an explicitly
15 retroactive change in the applicable Sentencing Guidelines,
16 sentencing statutes, or statutes of conviction. Defendant
17 understands that this waiver includes, but is not limited to,
18 arguments that the statute to which defendant is pleading guilty is
19 unconstitutional, that newly discovered evidence purportedly supports
20 defendant's innocence, and any and all claims that the statement of
21 facts provided herein is insufficient to support defendant's plea of
22 guilty.

23 25. The USAO agrees that, provided all portions of the sentence
24 are at or below the statutory maximum specified above, the USAO gives
25 up its right to appeal any portion of the sentence, with the
26 exception that the USAO reserves the right to appeal the amount of
27 restitution ordered if that amount is less than \$760,039.34.

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17 EFFECTIVE DATE OF AGREEMENT

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

21 BREACH OF AGREEMENT

22 28. Defendant agrees that if defendant, at any time after the
23 signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an Assistant
25 United States Attorney, knowingly violates or fails to perform any of
26 defendant's obligations under this agreement ("a breach"), the USAO
27 may declare this agreement breached. All of defendant's obligations
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have
2 cured a breach without the express agreement of the USAO in writing.
3 If the USAO declares this agreement breached, and the Court finds
4 such a breach to have occurred, then: (a) if defendant has previously
5 entered a guilty plea pursuant to this agreement, defendant will not
6 be able to withdraw the guilty plea and (b) the USAO will be relieved
7 of all its obligations under this agreement.

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

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

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

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

1 evidence derived from the statements should be suppressed or are
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

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

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

26 32. 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 plea, 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 33. 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 / / /

15 / / /

16 / / /

17 / / /

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


TRACY L. WILKISON
Acting United States Attorney



JENNIFER L. WAIER
Assistant United States Attorney

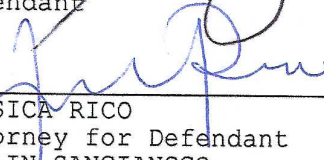
10/15/2021

Date



VERLIN SANCIANGCO
Defendant

10/12/2021
Date



JESSICA RICO
Attorney for Defendant
VERLIN SANCIANGCO

10/12/2021
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 charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

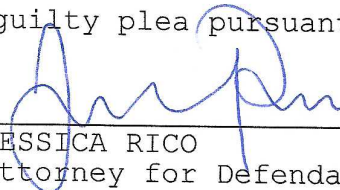


VERLIN SANCIANCO
Defendant10-12-2021

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am VERLIN SANCIANGCO's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his 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 a guilty plea pursuant to this agreement.



JESSICA RICO
Attorney for Defendant
VERLIN SANCIANGCO

10.12.21

Date