

FILED

MAY 11 2018

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY _____
DEPUTY CLERK

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8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.
14 PAVITAR DOSANGH SINGH
aka "Peter Singh,"
15 Defendant.

CASE NO. 2:15-CR-00161 GEB
PLEA AGREEMENT

18 I. INTRODUCTION

19 A. Scope of Agreement.

20 The indictment in this case charges defendant Pavitter Singh Dosanjh, indicted under the name
21 Pavitar Dosangh Singh, aka "Peter Singh," (hereinafter "the defendant") with in Counts One and Three
22 with Conspiracy to Commit Bribery and to Commit Identity Fraud, in violation of Title 18, United
23 States Code Section 371, in Count Five with Bribery Concerning Programs Receiving Federal Funds, in
24 violation of Title 18, United States Code Section 666(a)(2), and in Counts Six and Seven and Eleven
25 through Sixteen with Fraud Involving Identification Documents, in violation of Title 18, United States
26 Code Section 1028(a)(1). The defendant agrees and wishes to plead guilty to Counts One and Three.
27 This document contains the complete plea agreement between the United States Attorney's Office for
28 the Eastern District of California (the "government") and the defendant regarding this case. This plea

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1 agreement is limited to the United States Attorney's Office for the Eastern District of California and
2 cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

3 **B. Court Not a Party.**

4 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
5 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
6 concerning the criminal activities of defendant, including activities which may not have been charged in
7 the indictment. The Court is under no obligation to accept any recommendations made by the
8 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
9 including the statutory maximum stated in this plea agreement.

10 If the Court should impose any sentence up to the maximum established by the statute, the
11 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
12 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
13 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will
14 receive.

15 **II. DEFENDANT'S OBLIGATIONS**

16 **A. Guilty Plea.**

17 The defendant will plead guilty to Counts One and Three of the indictment, charging him with
18 Conspiracy to Commit Bribery and to Commit Identity Fraud, in violation of Title 18, United States
19 Code Section 371. The defendant agrees that he is in fact guilty of these charges and that the facts set
20 forth in the Factual Basis for Plea attached hereto as Exhibit A are accurate.

21 The defendant agrees that this plea agreement will be filed with the Court and become a part of
22 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
23 plea should the Court not follow the government's sentencing recommendations.

24 The defendant agrees that the statements made by him in signing this Agreement, including the
25 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
26 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
27 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed.R. Crim. P.11(f) and
28 Fed.R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this

1 Agreement generally.

2 1. Remand

3 The defendant acknowledges that he may be remanded into custody upon the entry of his
4 guilty plea unless the defendant demonstrates by clear and convincing evidence that he does not pose a
5 risk of non-appearance or a danger to the community. Based on the facts presently known to the United
6 States, the United States will not oppose that the defendant remain at liberty until his judgment and
7 sentencing hearing provided that he strictly complies with his terms of release and does not otherwise
8 violate any federal, state, or local law.

9 **B. Restitution.**

10 The defendant agrees to pay restitution pursuant to 18 U.S.C. § 3663(a)(3) to the California
11 Department of Motor Vehicles and to any person who, at the time of sentencing or restitution hearing, it
12 has been determined has been injured or who has suffered property damage as the result of the criminal
13 conduct alleged in the indictment or as set forth in this plea agreement and the factual basis of the
14 agreement, including but not limited to the issuance of California driver licenses or permits to
15 individuals who did not pass the requisite examinations for issuance of the licenses or permits. The
16 defendant further agrees that he will not seek to discharge any restitution obligation or any part of such
17 obligation in any bankruptcy proceeding. Payment of restitution shall be by cashier's or certified check
18 made payable to the Clerk of the Court.

19 **C. Fine.**

20 The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a
21 fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively
22 prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury
23 to the Probation Officer and the government in advance of the issuance of the draft Presentence
24 Investigation Report, along with supporting documentation. The government retains the right to oppose
25 the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered
26 by the Court, up to the statutory maximum fine for the defendant's offenses.

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1 **D. Special Assessment.**

2 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
3 a check or money order payable to the United States District Court to the United States Probation Office
4 immediately before the sentencing hearing. The defendant understands that this plea agreement is
5 voidable at the option of the government if he fails to pay the assessment prior to that hearing. If the
6 defendant is unable to pay the special assessment at the time of sentencing, he agrees to earn the money
7 to pay the assessment, if necessary by participating in the Inmate Financial Responsibility Program.

8 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

9 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw
10 his plea, this plea agreement is voidable at the option of the government. If the government elects to
11 void the agreement based on the defendant's violation, the government will no longer be bound by its
12 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
13 forth herein. A defendant violates the plea agreement by committing any crime or providing or
14 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in
15 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting
16 obstruction of justice. Varying from stipulated Guidelines application or agreements regarding
17 arguments as to 18 United States Code section 3553, as set forth in this agreement, personally or through
18 counsel, also constitutes a violation of the plea agreement. The government also shall have the right (1)
19 to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any counts
20 that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would
21 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for
22 any federal criminal violation of which the government has knowledge. The decision to pursue any or
23 all of these options is solely in the discretion of the United States Attorney's Office.

24 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
25 defenses that the defendant might have to the government's decision. Any prosecutions that are not
26 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
27 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
28 limitations between the signing of this plea agreement and the commencement of any such prosecutions.



1 The defendant agrees not to raise any objections based on the passage of time with respect to such
2 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
3 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
4 of the date of this plea agreement. The determination of whether the defendant has violated the plea
5 agreement will be under a probable cause standard.

6 In addition, (1) all statements made by the defendant to the government or other designated law
7 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
8 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
9 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
10 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
11 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
12 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
13 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

14 **F. Asset Disclosure.**

15 The defendant agrees to make a full and complete disclosure of his assets and financial
16 condition, and will complete the United States Attorney's Office's "Authorization to Release
17 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
18 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order
19 to that effect. The defendant understands that if he fails to complete truthfully and provide the described
20 documentation to the United States Attorney's office within the allotted time, he will be considered in
21 violation of the agreement, and the government shall be entitled to the remedies set forth in section II.E
22 above.

23 **III. THE GOVERNMENT'S OBLIGATIONS**

24 **A. Dismissals/Other Charges.**

25 The government agrees to dismiss the remaining counts in the indictment at the time of judgment
26 and sentencing. The government also agrees not to reinstate any dismissed count except if this
27 agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation of Plea Agreement
28 by Defendant/Withdrawal of Plea(s)), VI.B (Estimated Guideline Calculation), and VII.B (Waiver of

1 Appeal and Collateral Attack) herein.

2 **B. Recommendations.**

3 1. Incarceration Range.

4 The government will recommend that the defendant be sentenced within the applicable
5 guideline range as determined by the Court.

6 2. Acceptance of Responsibility.

7 The government will recommend a two-level reduction (if the offense level is less than
8 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
9 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
10 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
11 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
12 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
13 preparation of the pre-sentence report or during the sentencing proceeding.

14 **C. Use of Information for Sentencing.**

15 The government is free to provide full and accurate information to the Court and Probation,
16 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
17 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
18 understands and agrees that nothing in this Plea Agreement bars the government from defending on
19 appeal or collateral review any sentence that the Court may impose.

20 **IV. ELEMENTS OF THE OFFENSE**

21 At a trial, the government would have to prove beyond a reasonable doubt the following
22 elements of the offenses to which the defendant is pleading guilty, that is Conspiracy to Commit Bribery
23 and to Commit Identity Fraud, in violation of Title 18, United States Code Section 371:

24 First, there was an agreement between two or more persons to commit at least one crime
25 as charged in the Indictment, that is Bribery Concerning Programs Receiving Federal Funds, in violation
26 of Title 18, United States Code sections 666(a)(1)(B) and 666(a)(2), and Identity Fraud, in violation of
27 Title 18, United States Code section 1028(a)(1);

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1 Second, the defendant became a member of the conspiracy knowing of at least one of its
2 objects and intending to help accomplish it; and

3 Third, one of the members of the conspiracy performed at least one overt act for the
4 purpose of carrying out the conspiracy.

5
6 With respect to the objects of the conspiracy, the elements are as follows:

7 With respect to Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18,
8 United States Code sections 666(a)(1)(B), the elements are as follows:

9 First, at the times alleged in the Indictment, a person was an agent of the California
10 Department of Motor Vehicles;

11 Second, at the times alleged in the Indictment, the Department of Motor Vehicles
12 received federal benefits in excess of \$10,000;

13 Third, the agent of the DMV accepted and agreed to accept something of value from one
14 or more persons, including the defendant;

15 Fourth, the agent of the DMV acted corruptly with the intent to be influenced or rewarded
16 in connection with the business and series of transactions of the Department of Motor Vehicles; and

17 Fifth, the value of the business and series of transactions to which the payment was
18 related—to wit, California driver licenses—was at least \$5,000.

19 As used herein, a “thing of value” may be tangible property, intangible property, or services, so
20 long as it has value.

21
22 With respect to Bribery Concerning Programs Receiving Federal Funds, in violation of Title 18,
23 United States Code sections 666(a)(2), the elements are as follows:

24 First, at the times alleged in the Indictment, a person was an agent of the California
25 Department of Motor Vehicles;

26 Second, at the times alleged in the Indictment, the Department of Motor Vehicles
27 received federal benefits in excess of \$10,000;

28 Third, the defendant gave or offered something of value to the agent of the DMV;



1 Fourth, the defendant acted corruptly with the intent to influence or reward the agent of
2 the DMV in connection with the business and series of transactions of the Department of Motor
3 Vehicles; and

4 Fifth, the value of the business and series of transactions to which the payment was
5 related—to wit, California driver licenses—was at least \$5,000.

6
7 With respect to Fraud Involving Identification Documents, in violation of Title 18, United States
8 Code section 1028(a)(1) & 2, the elements are as follows:

9 First, the defendant knowingly produced an identification document;

10 Second, the defendant produced the identification document without lawful authority;

11 and

12 Third, the identification document (a) was to be issued by or under the authority of the
13 State of California, or a political subdivision of the State, (b) was in or affected commerce between one
14 state and other states; or (c) in the course of production, the identification document was transported in
15 the mail.

16 As used herein, an “identification document” means a document made or issued by or under the
17 authority of the State of California or political subdivision of the State, that, when completed with
18 information concerning a particular individual, is of a type intended or commonly accepted for the
19 purpose of identification of individuals. 18 U.S.C. § 1028(d)(3).

20
21 The defendant fully understands the nature and elements of the crimes charged in the Indictment
22 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
23 his attorney.

24 **V. MAXIMUM SENTENCE**

25 **A. Maximum Penalty.**

26 The maximum sentence that the Court can impose for each count of Conspiracy to Commit
27 Bribery and Identity Fraud in violation of 18 U.S.C. § 371 is 5 years of incarceration, a fine of up of up
28 to \$250,000.00, a three-year period of supervised release, and a special assessment of \$100.00. By

1 pleading to two counts, the maximum length of any sentence of imprisonment that the Court can impose
2 is 10 years.

3 By signing this plea agreement, the defendant also agrees that the Court can order the payment of
4 restitution for the full loss caused by the defendant's wrongful conduct. The defendant agrees that the
5 restitution order is not restricted to the amounts alleged in the specific count to which he is pleading
6 guilty. The defendant further agrees, as noted above, that he will not attempt to discharge in any present
7 or future bankruptcy proceeding any restitution imposed by the Court.

8 **B. Violations of Supervised Release.**

9 The defendant understands that if he violates a condition of supervised release at any time during
10 the term of supervised release, the Court may revoke the term of supervised release and require the
11 defendant to serve up to two (2) additional years imprisonment.

12 **VI. SENTENCING DETERMINATION**

13 **A. Statutory Authority.**

14 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
15 must take them into account when determining a final sentence. The defendant understands that the
16 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
17 Sentencing Guidelines and must take them into account when determining a final sentence. The
18 defendant further understands that the Court will consider whether there is a basis for departure from the
19 guideline sentencing range (either above or below the guideline sentencing range) because there exists
20 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
21 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
22 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
23 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

24 **B. Stipulations Affecting Guideline Calculation:**

25 The government and the defendant agree that there is no material dispute as to the following
26 sentencing guidelines variables and therefore stipulate or estimate to the following:
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1 1. Grouping for Multiple Objects of Conspiracy

2 Under U.S.S.G. § 1B1.2(d), where a defendant is convicted of a multi-object conspiracy, the
3 guidelines are calculated as if the defendant was convicted on a separate count for each object, unless
4 the objects are grouped under U.S.S.G. § 3D1.2. *See* U.S.S.G. § 1B1.1.2, Appl. Note 4. Because the
5 objects of the conspiracy to which the defendant is pleading guilty—bribery and identity fraud—are
6 grouped under U.S.S.G. § 3D1.2(d), the offense level is determined by the offense guideline that
7 produces the highest offense level. U.S.S.G. § 3D1.3(b). The parties estimate that the highest offense
8 level under the guidelines is under U.S.S.G. § 2C1.1 with respect to Bribery Concerning Programs
9 Receiving Federal Funds, in violation of Title 18, United States Code sections 666(a)(1)(B) & 666(a)(2).
10 Accordingly, the parties estimate that the offense guideline under U.S.S.G. § 2C1.1 will be used to
11 determine the offense level for Conspiracy to Commit Bribery, to Commit Identity Fraud, and to
12 Commit Unauthorized Access of a Computer, in violation of Title 18, United States Code Section 371.

13 1. Base Offense Level: **12**

14 The parties agree that base offense level is 12. U.S.S.G. § 2C1.1(a)(1).

15 2. Multiple Bribes: **+2**

16 The parties agree that defendant paid more than one bribe in connection with the offense
17 conduct. U.S.S.G. § 2C1.1(b)(1).

18 3. Value of Benefit Received In Return for Bribes: **+4/+12 (Estimated)**

19 The parties agree that the value of the benefit received in return for payment with respect to the
20 defendant's own conduct within the conspiracy is no less than \$15,000 and no greater than \$400,000.
21 Accordingly, the parties estimate that, under the current version of the guidelines, the base offense level
22 is increased by no less than 4 and no greater than 12 levels. U.S.S.G. § 2C1.1(b)(2); U.S.S.G. §
23 2B1.1(b)(1)(C)-(G); U.S.S.G. § 2C1.1, Appl. Note 3. The investigation is on-going and the amount may
24 increase.

25 4. Acceptance of Responsibility: **-3**

26 See paragraph III.B.2 above.
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1 5. Criminal History: **No Agreement**

2 The parties do not have any agreements as to the defendant's criminal history. The defendant is
3 permitted to object or otherwise challenge any criminal history calculations determined by the Probation
4 Officer and he preserves the right to argue that his criminal history category substantially over-
5 represents the seriousness of his criminal history under U.S.S.G. § 4A1.3(b). For its part, the
6 government is permitted to argue in support of any such calculations by the Probation Officer.

7 6. Departures or Other Enhancements or Reductions:

8 The parties agree that they will not seek or argue in support of any other specific offense
9 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),
10 or cross-references, except that the government may move for a departure or an adjustment based on the
11 defendant's cooperation (§5K1.1), post-plea obstruction of justice (§3C1.1), or as provided under
12 U.S.S.G. § 2C1.1, Appl. Note 7. The defendant may make any argument for departure from the
13 Sentencing Guidelines and the United States may oppose.

14 The defendant is free to recommend to the Court whatever sentence he believes is appropriate
15 under 18 U.S.C. § 3553(a). The government reserves the right to oppose any variance under 18 U.S.C.
16 § 3553(a).

17 **VII. WAIVERS**

18 **A. Waiver of Constitutional Rights.**

19 The defendant understands that by pleading guilty he is waiving the following constitutional
20 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
21 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to
22 testify on his behalf; (e) to confront and cross-examine witnesses against him; and (f) not to be
23 compelled to incriminate himself.

24 **B. Waiver of Appeal and Collateral Attack.**

25 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
26 conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to
27 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
28

Handwritten signature in blue ink, consisting of a stylized letter 'B' with a horizontal stroke.

1 exceed the statutory maximum for the offense to which he is pleading guilty. The defendant specifically
2 gives up the right to appeal any order of restitution the Court may impose.

3 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
4 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
5 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant
6 understands that these circumstances occur infrequently and that in almost all cases this Agreement
7 constitutes a complete waiver of all appellate rights.

8 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
9 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
10 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

11 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
12 attempts to vacate his plea, dismiss the underlying charges, or modify or set aside his sentence on any of
13 the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E
14 herein.

15 **C. Waiver of Attorneys' Fees and Costs.**

16 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
17 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
18 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
19 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
20 charges previously dismissed).

21 **D. Impact of Plea on Defendant's Immigration Status.**

22 Defendant recognizes that pleading guilty may have consequences with respect to his
23 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
24 are removable offenses, including the offense to which the defendant is pleading guilty. The defendant
25 and his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an
26 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 U.S.C.
27 § 1101(a)(43), and that while there may be arguments that defendant can raise in immigration
28 proceedings to avoid or delay removal, it is virtually certain that defendant will be removed. Removal



1 and other immigration consequences are the subject of a separate proceeding, however, and defendant
2 understands that no one, including his attorney or the district court, can predict to an absolute certainty
3 the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to
4 plead guilty regardless of any immigration consequences that his plea may entail, even if the
5 consequence is his automatic removal from the United States.

6 **VIII. ENTIRE PLEA AGREEMENT**

7 Other than this plea agreement, including any supplements thereto, no agreement, understanding,
8 promise, or condition between the government and the defendant exists, nor will such agreement,
9 understanding, promise, or condition exist unless it is committed to writing and signed by the defendant,
10 counsel for the defendant, and counsel for the United States.

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IX. APPROVALS AND SIGNATURES

A. Defense Counsel.

I have read this plea agreement and have discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.

Dated: 5/11/18

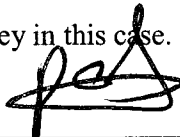


ANTHONY CAPOZZI, ESQ.
Attorney for Defendant

B. Defendant:

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 5/11/18



PAVITTER SINGH DOSANJH,
Indicted under the name
PAVITAR DOSANGH SINGH
aka "Peter Singh,"

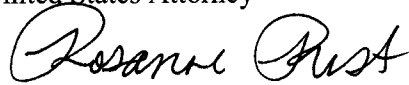
Defendant

C. Attorney for United States:

I accept and agree to this plea agreement on behalf of the government.

Dated: 5/10/18

McGREGOR W. SCOTT
United States Attorney



TODD A. PICKLES
ROSANNE L. RUST
Assistant United States Attorneys



1 EXHIBIT "A"

2 Factual Basis for Plea

3 The defendant Pavitter Singh Dosanjh, indicted under the name Pavitar Dosangh Singh aka
4 "Peter Singh" (hereinafter "Pavitter Singh") owned a truck-driving school in Sacramento, California.
5 Beginning in at least April 2013, and continuing through at least March 2015, Pavitter Singh paid
6 money, through intermediaries, to employees of the California Department of Motor Vehicles in order to
7 obtain California driver licenses ("CDLs") for individuals without those individuals needing to take or
8 pass the requisite tests.

9 The California DMV is a political subdivision and agency of the State of California that registers
10 vehicles in California and licenses California drivers. The DMV also issues identification cards for
11 individuals in California. The DMV is funded by vehicle registration and licensing fees paid by
12 residents and licensees of the State of California. The DMV also received federal grants, including the
13 following grant money for the following fiscal years (July 1 through June 30): \$2,500,000 for fiscal year
14 2011-2012; \$726,000 for 2012-2013; \$4,000,000 for fiscal 2013-2014; and \$800,000 for fiscal year
15 2014-2015.

16 The California DMV issues different classes of CDLs, including Class A and Class B
17 commercial licenses and Class C general licenses. The issuance of a Class A, Class B, or Class C CDL
18 affects interstate commerce in that, among other effects, the licenses enable recipients to drive passenger
19 cars or commercial vehicles in other states and on interstate highways.

20 At all relevant times between 2011 and 2014, in order to obtain a CDL, an applicant was
21 required to pay an application fee, after which an electronic record was generated in the DMV's
22 computer database for the applicant. Thereafter, the applicant was required to pass one or more written
23 examinations based on the type of license. The DMV administered written examinations at most DMV
24 locations. After an individual passed the necessary written examinations for a Class A, Class B, or Class
25 C CDL, a DMV employee would access the DMV's computer database for the applicant's electronic
26 DMV record and input the results. Passing the written portion of the examination would typically result
27 in a permit being issued for the applicant allowing the applicant to operate the vehicle under defined
28 conditions.

29 The behind-the-wheel driving test was administered by a Licensing-Registration Examiner
30 ("LRE") for the DMV. The DMV administered the behind-the-wheel driving examinations for Class A
31 and Class B commercial CDLs at select DMV locations in California, including Salinas, California. In
32 contrast, the DMV typically administered behind-the-wheel driving examinations for a Class C general
33 CDL available at most DMV locations. After the applicant passed the requisite behind-the-wheel
34 driving examination administered by the LRE for the Class A, Class B, or Class C CDL, an employee of
35 the DMV would access the DMV's computer database for the applicant's electronic record and input the
36 results. The DMV would then issue the licensee a temporary license from the office where the behind-
37 the-wheel driving examination was administered. Thereafter, an official, hard plastic CDL was printed
38 in Sacramento, California, and was then mailed to the licensee through the United States mail to an
39 address identified in the licensee's application.

40 Beginning in 2011, the Federal Bureau of Investigation ("FBI") began an investigation involving
41 individuals in the Sacramento area being offered the opportunity to obtain commercial CDLs without
42 having to take the written or behind-the-wheel driving examinations in exchange for the payment of
43 money. Through the course of the investigation, agents identified Pavitter Singh, using the name
44 "Peter," as a person who offered to obtain Class A CDLs for individuals who did not want or could not
45 take or pass the requisite written and behind-the-wheel driving examinations. In discussions with an
46 FBI confidential source ("CS"), Pavitter Singh told the FBI CS he had connections to have the written
47 portion of the Class A CDL passed and the behind-the-wheel driving examination passed. For the latter,
48 Pavitter Singh provided the FBI CS with contact information for Kulwinder Dosanjh Singh (hereinafter
49 "Kulwinder Dosanjh"), charged elsewhere in *United States v. Singh*, 2:17-cr-146 GEB.



1
2 Separate from the FBI investigation, beginning in 2012, the Department of Homeland Security,
3 Homeland Security Investigations (“HSI”) began a separate investigation involving individuals in the
4 Stockton area being offered the opportunity to obtain commercial CDLs without having to take the
5 written or behind-the-wheel driving examinations in exchange for the payment of money. Through the
6 course of the investigation, HSI identified co-defendant Mangal Gill as a person who has been a broker
7 and who operated trucking schools in Fremont, Lathrop, Fresno, and Salinas, California. Beginning at
8 least in 2012, and continuing through 2015, Gill offered to individuals that he could obtain for them a
9 Class A or Class B CDL without those individuals taking or passing the written or behind-the-wheel
10 driving examinations in exchange for payment. On various dates in 2013 and 2014, HSI agents,
11 including through the use of confidential informants or undercover agents, paid Gill money to obtain
12 commercial CDLs, including on one occasion \$5,000 to obtain a Class A commercial CDL, for which
13 the HSI confidential informant had not taken or passed either the written or behind-the-wheel driving
14 examinations.

9 The DMV-Office of Internal Affairs (“OIA”) provided assistance to both investigations.

10 On or about April 1, 2015, FBI agents executed search warrants for Kulwinder Dosanjh and
11 Pavitar Singh, including their telephones. Kulwinder Dosanjh’s phone revealed text messages that
12 referenced dozens of CDLs, including messages to and from Gill. One of the text messages to Gill
13 referenced the CDL for a FBI CS who had paid \$5,000 to Kulwinder Dosanjh to obtain a Class A CDL
14 without having to take or pass the behind-the-wheel examination. Kulwinder Dosanjh also admitted to
15 agents at the time of the search that he knew Gill.

16 Also, on or about April 1, 2015, HSI agents executed search warrants for the cellular telephones
17 of Gill, Emma Klem, charged elsewhere in *United States v. Klem*, 2:15-cr-00139 JAM, and co-defendant
18 Robert Turchin, among other items. Both Turchin and Klem were employees of the DMV in the Salinas
19 office. Turchin was an LRE and Klem a was motor vehicle representative, whose responsibilities
20 included processing applications for Class A and B CDLs. A forensic analysis of Gill’s and Klem’s
21 phones revealed telephone calls and text messages between Klem and Gill, including as late as March
22 31, 2015, discussing Klem accessing applicants’ records for Gill. More than 20 CDL numbers were
23 referenced in text messages between Gill and Klem. For his part, Gill’s phone revealed almost 50 CDL
24 numbers referenced in text messages with Turchin. An analysis of DMV records indicated that many of
25 the CDL’s referenced in the text messages had the written and/or behind-the-wheel driving examinations
26 passed in the DMV records by Klem, Turchin, and other DMV employees. At the time of the search
27 warrant, Klem admitted to accessing and altering DMV records.

20 As to Count One, on or about January 14, 2013, an FBI CS (hereinafter “Person A”) met with
21 Pavitter Singh and paid him \$1,200 for the purpose of obtaining a Class C CDL without having to take
22 the written portion of the examination. Person A and Pavitter Singh drove to the DMV office located at
23 4700 Broadway, Sacramento, CA where Pavitter Singh had Person A meet with another individual who
24 escorted Person A inside the DMV. Once inside, Person A was directed to a customer window with an
25 Asian male DMV employee who issued Person A a commercial permit.

24 A photo of Kimura was shown to Person A who positively identified Kimura as the DMV
25 employee Person A met and who provided the commercial permit to Person A.

25 DMV computer audit records show that on or about January 14, 2013, Kimura accessed the
26 DMV computer system and altered the electronic DMV record for Person A to indicate that Person A
27 had taken and passed the written examination for a Class A CDL. At no point did Person A ever pass
28 any written or driving portion of any test to obtain a commercial CDL.

28 Thereafter, on or about April 11, 2013, with the assistance of Pavitter Singh, Person A met with
Kulwinder Dosanjh and paid him \$5,000 to obtain a Class A CDL without having to take the behind-the-
wheel driving examination. In May 2013, Kulwinder Dosanjh returned the money to Person A and told

1 Person A that Kulwinder Dosanjh's DMV contact was having trouble processing the CDL. Kulwinder
 2 Dosanjh told Person A that once the CDL was issued Person A would then pay Kulwinder Dosanjh \$5,000.

3 Based on analysis of DMV records by DMV-OIA, on or about June 18, 2013, Klem, without
 4 authorization, altered the electronic DMV record for an individual to incorrectly indicate that Person A
 5 had taken and passed the behind-the-wheel driving examination for a Class A commercial CDL. The
 6 records identified Turchin as the LRE. On or about June 20, 2013, an official, plastic hardcopy Class A
 7 CDL for Person A was printed in Sacramento, California. On or about June 26, 2013, Person A met
 8 with Kulwinder Dosanjh, and paid Kulwinder Dosanjh \$5,000 in exchange for receipt of the Class A
 9 CDL. At no point did Person A ever take or pass the behind-the-wheel test for the Class A CDL,
 including any administered by Turchin as the LRE.

10 Subsequently, Person A paid Kulwinder Singh another \$5,000 to obtain a Class A CDL for
 11 Person A's brother, and a different FBI CS paid Kulwinder Singh \$5,500 to obtain a Class A CDL.
 DMV-OIA determined that Klem accessed and altered the DMV record to indicate that Person A's
 12 brother had passed the behind-the-wheel driving examination.

13 In or around about July 2013, Pavitter Singh met with Person A and received \$1,500 from Person
 14 A to have the written examination for a Class A CDL passed for Person A's brother (hereinafter "Person
 15 B") without Person B having to take or pass the written examination for a Class A CDL.

16 DMV computer audit records show that on or about August 7, 2013, Kimura accessed the DMV
 17 computer system and altered the electronic DMV record for Person B to indicate that Person B had
 18 taken and passed the written examination for a Class A CDL. At no point did Person B ever take or pass
 any written portion of any test to obtain a commercial CDL.

19 In or about around May 2014, Pavitter Singh met with Person A and instructed Person A to pay
 20 \$1,500 to have the written examination for a pass the written examination to obtain a Class A CDL
 passed for Person A's associate (hereinafter "Person C").

21 DMV computer audit records show that on or about May 22, 2014, Kimura, accessed the DMV
 22 computer system and altered the electronic DMV record for Person C to indicate that Person C had
 23 taken and passed the written examination for a Class A CDL. At no point did Person C ever take or pass
 any written portion of any test to obtain a commercial CDL.

24 In furtherance of the foregoing, Kimura accessed the DMV's database and caused the following
 25 fraudulent documents to be issued on or about the following dates:

<u>Type of Document</u>	<u>Identification Number</u>	<u>Date</u>
Class A CDL	Bxxxx385	June 20, 2013
Class A CDL	Dxxxx534	November 27, 2013

26 As to Count Three, on or about June 3, 2015, co-defendant Pavitter Singh met with an FBI
 27 confidential human source (hereinafter "Person G") and provided \$2,300 to Person G, with \$1,100 of the
 28 \$2,300 to be paid to Kimura for four CDLs for which Kimura had accessed the DMV's database and
 fraudulently altered the individuals' records. At the same meeting on or about June 3, 2015, Pavitter
 Singh provided Person G with the information of five additional individuals for Kimura to access the
 DMV's database and to fraudulently alter the individuals' records.

On or about June 3, 2015, Kimura received \$1,100 from Person G in exchange for Kimura
 accessing the DMV's database and fraudulently altering the records for four CDLs.

1 On or about June 10, 2015, Pavitter Singh met with Person G and provided \$3,400 to Person G,
 2 with \$1,700 of the \$3,400 to be paid to Kimura for five CDLs for which Kimura had accessed the
 3 DMV's database and fraudulently altered the individuals' records. At the same meeting on or about
 June 10, 2015, Pavitter Singh provided Person G with the information of three additional individuals for
 Kimura to access the DMV's database and to fraudulently alter the individuals' records.

4 On or about June 11, 2015, Kimura received \$1,400 from Person G in exchange for Kimura
 5 accessing the DMV's database and fraudulently altering the records for four CDLs. On or about July 2,
 2015, Kimura provided Person G with the information of three individuals for Kimura to access the
 6 DMV's database and to fraudulently alter the individuals' records.

7 On or about July 6, 2015, Pavitter Singh met with Person G and provided \$1,800 to Person G,
 8 with \$900 of the \$1,800 to be paid to Kimura for three CDLs for which Kimura had accessed the
 9 DMV's database and fraudulently altered the individuals' records. At the same meeting on or about July
 6, 2015, Pavitter Singh provided Person G with the information of nine additional individuals for
 Kimura to access the DMV's database and to fraudulently alter the individuals' records.

10 On or about July 6, 2015, Kimura received \$300 from Person G for accessing the DMV's
 database and fraudulently altering the record for one CDL.

11 On or about July 10, 2015, Kimura received \$900 from Person G for accessing the DMV's
 12 database and fraudulently altering the records for three CDLs.

13 On or about July 16, 2015, Kimura received \$1,300 from Person G for accessing the DMV's
 database and fraudulently altering the records for five CDLs.

14 In furtherance of the foregoing, Kimura accessed the DMV's database and caused the following
 15 fraudulent documents to be issued on or about the following dates:


<u>Type of Document</u>	<u>Identification Number</u>	<u>Date</u>
Class C CDL	Yxxxx844	April 3, 2015
Class C CDL	Dxxxx489	April 3, 2015
Class A Renewal	Dxxxx645	May 28, 2015
Class B Renewal	Bxxxx550	May 28, 2015
Class C CDL	Yxxxx656	June 10, 2015
Class A Renewal	Fxxxx245	June 13, 2015

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 22 As part of this agreement, the defendant Pavitter Singh admits that, beginning not later than
 23 April 2013 and continuing through at least March 2015, he knowingly and intentionally conspired with
 others to commit bribery and to commit identity fraud with respect to the production of California driver
 licenses.

24
 25 The conduct set forth above is not meant to be exhaustive and is merely an example of Pavitter
 Singh's conduct in furtherance of the conspiracy to commit bribery and to commit identity fraud.

1 I have reviewed the entire factual basis in Exhibit A above and, as far as my own conduct is
2 concerned, I adopt it as my own true statement.

3 DATED: 5/11/18

4 
PAVITTER SINGH DOSANJH,
5 Indicted under the name
PAVITAR DOSANGH SINGH
6 aka "Peter Singh," Defendant

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