

1 SANDRA R. BROWN
 Acting United States Attorney
 2 LAWRENCE S. MIDDLETON
 Assistant United States Attorney
 3 Chief, Criminal Division
 POONAM G. KUMAR (Cal. Bar No. 270802)
 4 Assistant United States Attorney
 Major Frauds Section
 5 1100 United States Courthouse
 312 North Spring Street
 6 Los Angeles, California 90012
 Telephone: (213) 894-0719
 7 Facsimile: (213) 894-6269
 E-mail: poonam.kumar@usdoj.gov

8 Attorneys for Plaintiff
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,
 13 Plaintiff,
 14 v.
 15 GABRIEL MARTIN REED,
 16 Defendant.

No. CR 17-310-PSG
PLEA AGREEMENT FOR DEFENDANT
GABRIEL MARTIN REED

17
 18 1. This constitutes the plea agreement between GABRIEL MARTIN
 19 REED ("defendant") and the United States Attorney's Office for the
 20 Central District of California (the "USAO") in the above-captioned
 21 case. This agreement is limited to the USAO and cannot bind any
 22 other federal, state, local, or foreign prosecuting, enforcement,
 23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:
 26 a. At the earliest opportunity requested by the USAO and
 27 provided by the Court, appear and plead guilty to count five of the
 28 information in United States v. Gabriel Martin Reed, CR No. 17-310-

1 PSG, which charges defendant with wire fraud in violation of 18
2 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. Make restitution and not seek the discharge of any
20 restitution obligation, in whole or in part, in any present or future
21 bankruptcy proceeding.

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

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

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

27 c. At the time of sentencing, move to dismiss the
28 remaining counts of the information as against defendant. Defendant

1 agrees, however, that at the time of sentencing the Court may
2 consider any dismissed charges in determining the applicable
3 Sentencing Guidelines range, the propriety and extent of any
4 departure from that range, and the sentence to be imposed.

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

11 e. Recommend that defendant be sentenced to a term of
12 imprisonment no higher than the low end of the applicable Sentencing
13 Guidelines range provided that the offense level used by the Court to
14 determine that range is 24 or higher and provided that the Court does
15 not depart downward in offense level or criminal history category.
16 For purposes of this agreement, the low end of the Sentencing
17 Guidelines range is that defined by the Sentencing Table in U.S.S.G.
18 Chapter 5, Part A.

19 f. Not oppose defendant's request for Court
20 recommendation of enrollment in the Residential Drug Abuse Program
21 ("RDAP").

22 NATURE OF THE OFFENSE

23 4. Defendant understands that for defendant to be guilty of
24 the crime charged in count five, that is, wire fraud, in violation of
25 Title 18, United States Code, Section 1343, the following must be
26 true: (1) defendant knowingly devised a scheme or plan to defraud, or
27 a scheme or plan for obtaining money or property by means of false or
28 fraudulent pretenses, representations or promises; (2) the statements

1 made or facts omitted as part of the scheme were material; that is,
2 they had a natural tendency to influence, or were capable of
3 influencing, a person to part with money or property; (3) defendant
4 acted with the intent to defraud, that is, the intent to deceive or
5 cheat; and (4) defendant used, or caused to be used, a wire
6 communication to carry out or attempt to carry out an essential part
7 of the scheme.

8 PENALTIES AND RESTITUTION

9 5. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of Title 18, United States
11 Code, section 1343, is: a 20-year term of imprisonment, a 3-year
12 period of supervised release, a fine of \$250,000 or twice the gross
13 gain or gross loss resulting from the offense, whichever is greatest;
14 and a mandatory special assessment of \$100.

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

24 7. Defendant understands that defendant will be required to
25 pay full restitution to the victims of the offense to which defendant
26 is pleading guilty. Defendant agrees that, in return for the USAO's
27 compliance with its obligations under this agreement, the Court may
28 order restitution to persons other than the victims of the offenses

1 to which defendant is pleading guilty and in amounts greater than
2 those alleged in the count to which defendant is pleading guilty. In
3 particular, defendant agrees that the Court may order restitution to
4 any victim of any of the following for any losses suffered by that
5 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
6 § 1B1.3, in connection with the offense to which defendant is
7 pleading guilty; and (b) any counts dismissed pursuant to this
8 agreement as well as all relevant conduct, as defined in U.S.S.G.
9 § 1B1.3, in connection with those counts.

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

23 9. Defendant understands that, if defendant is not a United
24 States citizen, the felony conviction in this case may subject
25 defendant to: removal, also known as deportation, which may, under
26 some circumstances, be mandatory; denial of citizenship; and denial
27 of admission to the United States in the future. The court cannot,
28 and defendant's attorney also may not be able to, advise defendant

1 fully regarding the immigration consequences of the felony conviction
2 in this case. Defendant understands that unexpected immigration
3 consequences will not serve as grounds to withdraw defendant's guilty
4 plea.

5 FACTUAL BASIS

6 10. Defendant admits that defendant is, in fact, guilty of the
7 offense to which defendant is agreeing to plead guilty. Defendant
8 and the USAO agree to the statement of facts provided below and agree
9 that this statement of facts is sufficient to support a plea of
10 guilty to the charge described in this agreement and to establish the
11 Sentencing Guidelines factors set forth in paragraph 12 below but is
12 not meant to be a complete recitation of all facts relevant to the
13 underlying criminal conduct or all facts known to either party that
14 relate to that conduct.

15 Beginning at least in or about June 2008 and continuing to in or
16 around April 2017, in Los Angeles County, within the Central District
17 of California, and elsewhere, defendant, knowingly and with intent to
18 defraud, devised, participated in, and executed a scheme to defraud
19 investors, promoters, and performers who provided funds to defendant
20 in connection with musical concerts and World Wrestling Entertainment
21 events (collectively, the "victims") as to material matters, and to
22 obtain money and property from such victims by means of material
23 false and fraudulent pretenses, representations, and promises, and
24 the concealment of material facts.

25 Specifically, through oral statements and written materials,
26 defendant induced the victims to provide defendant with funds in
27 connection with events defendant and his company Gabe Reed
28 Productions ("GRP"), which had, at times, been involved in promoting

1 actual musical concerts, claimed to be promoting. To obtain the
2 victims' funds, defendant made representations that were false and
3 concealed material facts, including representations that: events were
4 scheduled to go forward; certain performers had agreed to participate
5 in those events; and the victims' funds would be used to pay for
6 expenses in connection with the organization and promotion of those
7 events. In truth and in fact, as defendant well knew, the
8 representations were false and concealed material facts because,
9 among other things: the events were never booked or defendant
10 intended to cancel the events in advance; the performers had not
11 agreed to participate in the events; and the victims' funds would not
12 be used to organize and promote the events. Rather, defendant used
13 the victims' funds to pay his personal expenses, including payment of
14 his rent, utility bills, and travel expenses, which he failed to
15 disclose to the victims. In reliance on defendant's false
16 representations, the victims directed funds to defendant and GRP by
17 wire or check. Defendant's victims include, but were not limited to,
18 M.C., S.K., and I.F.

19 To execute his scheme to defraud, defendant used sophisticated
20 means, including, but not limited to, creating email addresses in the
21 names of other individuals and entities to convince his victims that
22 their funds were legitimately invested. In addition, defendant
23 produced and distributed to victims fraudulent and fabricated artist
24 contracts, bank statements, and correspondence.

25 In furtherance of his scheme to defraud, defendant induced
26 victim M.C. to invest \$100,000 with defendant in or around October
27 2015 for a "Titans of Rock" tour purportedly scheduled for March of
28 2016. In order to secure the investment, defendant made material

1 representations to M.C., including that the tour would include
2 several well-known performers and that M.C.'s investment would be
3 used to pay the performers. In making these false representations,
4 defendant acted with the intent to defraud. As an essential part of
5 the scheme, defendant caused M.C. to transfer, on or about October 6,
6 2015, \$50,000 from a J.P. Morgan Chase account controlled by M.C. in
7 Beverly Hills, California, within the Central District of California,
8 by means of an interstate wire communication, to a Wells Fargo
9 Account ending in 6140 in the name of defendant.

10 SENTENCING FACTORS

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

23 12. Defendant and the USAO agree to the following applicable
24 Sentencing Guidelines factors:

25 Base Offense Level:	7	[U.S.S.G. § 2B1.1]
26 Specific Offense 27 Characteristics		
28 Sophisticated Means	+2	[U.S.S.G. § 2B1.1(b)(10)]

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

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

6 14. 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 15. Defendant understands that by pleading guilty, defendant
12 gives up the following rights:

- 13 a. The right to persist in a 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 charges, 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 16. 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.

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 17. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on all counts of conviction of no more than 71
16 months, defendant gives up the right to appeal all of the following:
17 (a) the procedures and calculations used to determine and impose any
18 portion of the sentence; (b) the term of imprisonment imposed by the
19 Court; (c) the fine imposed by the court, provided it is within the
20 statutory maximum; (d) the term of probation or supervised release
21 imposed by the Court, provided it is within the statutory maximum;
22 and (e) any of the following conditions of probation or supervised
23 release imposed by the Court: the conditions set forth in General
24 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
25 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

26 18. The USAO agrees that, provided (a) all portions of the
27 sentence are at or below the statutory maximum specified above and
28 (b) the Court imposes a term of imprisonment of no less than 57

1 months, the USAO gives up its right to appeal any portion of the
2 sentence, with the exception that the USAO reserves the right to
3 appeal the amount of restitution ordered.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 19. Defendant agrees that if, after entering a guilty plea
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty plea 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 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

21 20. Defendant agrees that if the count of conviction is
22 vacated, reversed, or set aside, both the USAO and defendant will be
23 released from all their obligations under this agreement.

24 EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

1
2 22. Defendant agrees that if defendant, at any time after the
3 effective date of this agreement, knowingly violates or fails to
4 perform any of defendant's obligations under this agreement ("a
5 breach"), the USAO may declare this agreement breached. All of
6 defendant's obligations are material, a single breach of this
7 agreement is sufficient for the USAO to declare a breach, and
8 defendant shall not be deemed to have cured a breach without the
9 express agreement of the USAO in writing. If the USAO declares this
10 agreement breached, and the Court finds such a breach to have
11 occurred, then: (a) if defendant has previously entered a guilty plea
12 pursuant to this agreement, defendant will not be able to withdraw
13 the guilty plea, and (b) the USAO will be relieved of all its
14 obligations under this agreement.

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

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

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

27 c. Defendant agrees that: (i) any statements made by
28 defendant, under oath, at the guilty plea hearing (if such a hearing

1 occurred prior to the breach); (ii) the agreed to factual basis
2 statement in this agreement; and (iii) any evidence derived from such
3 statements, shall be admissible against defendant in any such action
4 against defendant, and defendant waives and gives up any claim under
5 the United States Constitution, any statute, Rule 410 of the Federal
6 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
7 Procedure, or any other federal rule, that the statements or any
8 evidence derived from the statements should be suppressed or are
9 inadmissible.

10 COURT AND PROBATION OFFICE NOT PARTIES

11 24. Defendant understands that the Court and the United States
12 Probation Office are not parties to this agreement and need not
13 accept any of the USAO's sentencing recommendations or the parties'
14 agreements to facts or sentencing factors.

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

28

1 this paragraph does not affect defendant's and the USAO's obligations
2 not to contest the facts agreed to in this agreement.

3 26. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

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

19 //

20 //

21
22
23
24
25
26
27
28

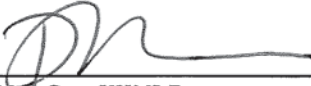
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

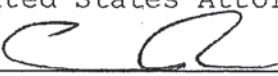
SANDRA R. BROWN
Acting United States Attorney



POONAM G. KUMAR
Assistant United States Attorney

9/26/2017

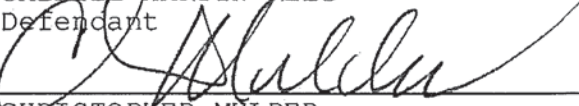
Date



GABRIEL MARTIN REED
Defendant

9/26/17

Date



CHRISTOPHER MULDER
Attorney for Defendant Gabriel Reed

9/26/17

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 charge and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

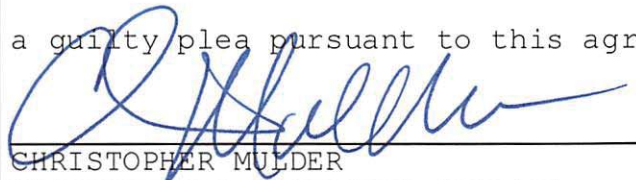


8 GABRIEL MARTIN REED
9 Defendant

9/26/17
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am Gabriel Martin Reed'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 a guilty plea pursuant to this agreement.



26 CHRISTOPHER MULDER
27 Attorney for Defendant Gabriel
28 Martin Reed

9/26/17
Date