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 UNITED STATES OF AMERICA

14 UNITED STATES DISTRICT COURT
 15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,
 17 Plaintiff,
 18 v.
 19 DAMIEN JOSEPH LEFORBES,
 20 Defendant.

No. CR 2:24-CR-00515-MRA
PLEA AGREEMENT FOR DEFENDANT
DAMIEN JOSEPH LEFORBES

21
 22 1. This constitutes the plea agreement between DAMIEN JOSEPH
 23 LEFORBES ("defendant") and the United States Attorney's Office for
 24 the Central District of California (the "USAO") in the investigation
 25 of defendant's conduct described in the agreed-to factual basis set
 26 forth in Attachment A to this agreement. This agreement is limited
 27 to the USAO and cannot bind any other federal, state, local, or
 28

1 foreign prosecuting, enforcement, administrative, or regulatory
2 authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a. Give up the right to indictment by a grand jury and,
6 at the earliest opportunity requested by the USAO and provided by the
7 Court, appear and plead guilty to a two-count information in the form
8 attached to this agreement as Exhibit A or a substantially similar
9 form, which charges defendant with Operating an Unlawful Gambling
10 Business, in violation of 18 U.S.C. § 1955, and Transactional Money
11 Laundering in violation of 18 U.S.C. § 1957.

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

13 c. Abide by all agreements regarding sentencing contained
14 in this agreement.

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

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

22 f. Be truthful at all times with the United States
23 Probation and Pretrial Services Office and the Court.

24 g. Pay the applicable special assessments at or before
25 the time of sentencing unless defendant has demonstrated a lack of
26 ability to pay such assessments.

27 h. Agree to and not oppose the imposition of the
28 following conditions of probation or supervised release: The

1 defendant shall submit defendant's person and any property under
2 defendant's control, including any residence, vehicle, papers,
3 computer and other electronic communication or data storage devices
4 and media, and effects, to suspicion-less search and seizure at any
5 time of the day or night by any law enforcement or probation officer,
6 with or without a warrant, and with or without cause; and if stopped
7 or questioned by a law enforcement officer for any reason, defendant
8 shall notify that officer that defendant is on probation or federal
9 supervised release and subject to search.

10 i. Defendant agrees that any and all criminal debt
11 obligations ordered by the Court will be due in full and immediately,
12 unless ordered otherwise by the Court. The government is not
13 precluded from pursuing, in excess of any payment schedule set by the
14 Court, any and all available remedies by which to satisfy defendant's
15 payment of the full financial obligation, including referral to the
16 Treasury Offset Program.

17 3. Defendant further agrees:

18 a. To forfeit all right, title, and interest in and to
19 any and all monies, property, and/or assets of any kind derived from
20 or acquired as a result of, or used or involved in, the illegal
21 activity charged in Counts One and Two of the information to which
22 defendant is pleading guilty, specifically including, but not limited
23 to, the following (collectively, the "Forfeitable Property"):

24 i. Digital currency seized on or about December 22,
25 2023 from defendant's residence of the following types and amounts:
26 11.88710846 Bitcoin, 36,112.279938902166177565 Chainlink, 0.18644638
27 Ethereum, 0.12401 USD Coin, and 322.13653 Tether.

28 b. To the Court's entry of an order of forfeiture at or

1 before sentencing with respect to the Forfeitable Property and to the
2 forfeiture of the property.

3 c. That the Preliminary Order of Forfeiture shall become
4 final as to the defendant upon entry.

5 d. To take whatever steps are necessary to pass to the
6 United States clear title to the Forfeitable Property, including,
7 without limitation, the execution of a consent decree of forfeiture
8 and the completing of any other legal documents required for the
9 transfer of title to the United States.

10 e. Not to contest any administrative forfeiture
11 proceedings or civil judicial proceedings commenced against the
12 Forfeitable Property. If defendant submitted a claim and/or petition
13 for remission for all or part of the Forfeitable Property on behalf
14 of himself or any other individual or entity, defendant shall and
15 hereby does withdraw any such claims or petitions, and further agrees
16 to waive any right he may have to seek remission or mitigation of the
17 forfeiture of the Forfeitable Property. Defendant further waives any
18 and all notice requirements of 18 U.S.C. §983(a)(1)(A).

19 f. Not to assist any other individual in any effort
20 falsely to contest the forfeiture of the Forfeitable Property.

21 g. Not to claim that reasonable cause to seize the
22 Forfeitable Property was lacking.

23 h. To prevent the transfer, sale, destruction, or loss of
24 the Forfeitable Property to the extent defendant has the ability to
25 do so.

26 i. That forfeiture of Forfeitable Property shall not be
27 counted toward satisfaction of any special assessment, fine,
28 restitution, costs, or other penalty the Court may impose.

1 j. That with respect to any criminal forfeiture ordered
2 as a result of this plea agreement, defendant waives: (1) the
3 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
4 regarding notice of the forfeiture in the charging instrument,
5 announcements of the forfeiture at sentencing, and incorporation of
6 the forfeiture in the judgment; (2) all constitutional and statutory
7 challenges to the forfeiture (including by direct appeal, habeas
8 corpus or any other means); and (3) all constitutional, legal, and
9 equitable defenses to the forfeiture of the Forfeitable Property in
10 any proceeding on any grounds including, without limitation, that the
11 forfeiture constitutes an excessive fine or punishment. Defendant
12 acknowledges that the forfeiture of the Forfeitable Property is part
13 of the sentence that may be imposed in this case and waives any
14 failure by the Court to advise defendant of this, pursuant to Federal
15 Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts
16 defendant's guilty pleas.

17 4. Defendant further agrees to cooperate fully with the USAO,
18 the Department of Homeland Security, Homeland Security
19 Investigations, and the Internal Revenue Service Criminal
20 Investigation Division, and, as directed by the USAO, any other
21 federal, state, local, or foreign prosecuting, enforcement,
22 administrative, or regulatory authority. This cooperation requires
23 defendant to:

24 a. Respond truthfully and completely to all questions
25 that may be put to defendant, whether in interviews, before a grand
26 jury, or at any trial or other court proceeding.

1 § 371), not further criminally prosecute defendant for defendant's
2 conduct described in the agreed-to factual basis set forth in
3 Attachment A, or otherwise known to the government and arising out of
4 defendant's operating an illegal gambling business and transacting in
5 the proceeds of that illegal business through December 22, 2023.
6 Defendant understands that the USAO is free to criminally prosecute
7 defendant for any other unlawful past conduct or any unlawful conduct
8 that occurs after the date of this agreement. Defendant agrees that
9 at the time of sentencing the Court may consider the uncharged
10 conduct in determining the applicable Sentencing Guidelines range,
11 the propriety and extent of any departure from that range, and the
12 sentence to be imposed after consideration of the Sentencing
13 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

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

22 f. Not to seek forfeiture of \$249,560 in United States
23 Currency and 5000 Chainlink digital currency seized on or about
24 December 22, 2023 from defendant's residence.

25 7. The USAO further agrees:

26 a. Not to offer as evidence in its case-in-chief in the
27 above-captioned case or any other criminal prosecution that may be
28 brought against defendant by the USAO, any Cooperation Information.

1 Defendant agrees, however, that the USAO may use both Cooperation
2 Information and Plea Information: (1) to obtain and pursue leads to
3 other evidence, which evidence may be used for any purpose, including
4 any criminal prosecution of defendant; (2) to cross-examine defendant
5 should defendant testify, or to rebut any evidence offered, or
6 argument or representation made, by defendant, defendant's counsel,
7 or a witness called by defendant in any trial, sentencing hearing, or
8 other court proceeding; (3) in any criminal prosecution of defendant
9 for false statement, obstruction of justice, or perjury; and (4) at
10 defendant's sentencing. Defendant understands that Cooperation
11 Information will be disclosed to the United States Probation and
12 Pretrial Services Office and the Court.

13 b. In connection with defendant's sentencing, to bring to
14 the Court's attention the nature and extent of defendant's
15 cooperation.

16 c. If the USAO determines, in its exclusive judgment,
17 that defendant has both complied with defendant's obligations under
18 paragraphs 2, 3, and 4 above and provided substantial assistance to
19 law enforcement in the prosecution or investigation of another
20 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
21 § 5K1.1 to fix an offense level and corresponding guideline range
22 below that otherwise dictated by the sentencing guidelines, and to
23 recommend a term of imprisonment within this reduced range.

24 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

25 8. Defendant understands the following:

26 a. Any knowingly false or misleading statement by
27 defendant will subject defendant to prosecution for false statement,
28

1 obstruction of justice, and perjury and will constitute a breach by
2 defendant of this agreement.

3 b. Nothing in this agreement requires the USAO or any
4 other prosecuting, enforcement, administrative, or regulatory
5 authority to accept any cooperation or assistance that defendant may
6 offer, or to use it in any particular way.

7 c. Defendant cannot withdraw defendant's guilty pleas if
8 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
9 reduced guideline range or if the USAO makes such a motion and the
10 Court does not grant it or if the Court grants such a USAO motion but
11 elects to sentence above the reduced range.

12 d. At this time the USAO makes no agreement or
13 representation as to whether any cooperation that defendant has
14 provided or intends to provide constitutes or will constitute
15 substantial assistance. The decision whether defendant has provided
16 substantial assistance will rest solely within the exclusive judgment
17 of the USAO.

18 e. The USAO's determination whether defendant has
19 provided substantial assistance will not depend in any way on whether
20 the government prevails at any trial or court hearing in which
21 defendant testifies or in which the government otherwise presents
22 information resulting from defendant's cooperation.

23 NATURE OF THE OFFENSES

24 9. Defendant understands that for a defendant to be guilty of
25 the crime charged in Count One of the information, Operating an
26 Unlawful Gambling Business, in violation of Title 18, United States
27 Code, Section 1955, the following must be true:

1 a. Defendant conducted a business consisting of unlawful
2 sports gambling;

3 b. Sports gambling was illegal in the State in which
4 defendant conducted the business, namely, California;

5 c. The business involved five or more persons who
6 conducted all or part of the business; and

7 d. The business had been in substantially continuous
8 operation by five or more persons for more than thirty days, or had a
9 gross revenue of more than \$2,000 in any single day.

10 10. Defendant understands that for a defendant to be guilty of
11 the crime charged in Count Two of the information, Transactional
12 Money Laundering, in violation of Title 18, United States Code,
13 Section 1957, the following must be true:

14 a. Defendant knowingly engaged or attempted to engage in
15 a monetary transaction;

16 b. Defendant knew the transaction involved criminally
17 derived property;

18 c. Such property had a value greater than \$10,000;

19 d. Such property was, in fact, derived from one or more
20 violations of 18 U.S.C. § 1955; and

21 e. The transaction occurred in the United States.

22 PENALTIES

23 11. Defendant understands that the statutory maximum sentence
24 that the Court can impose for a violation of Title 18, United States
25 Code, Section 1955, is: five years' imprisonment; a three-year period
26 of supervised release; a fine of \$250,000 or twice the gross gain or
27 gross loss resulting from the offense, whichever is greatest; and a
28 mandatory special assessment of \$100.

1 12. Defendant understands that the statutory maximum sentence
2 that the Court can impose for a violation of Title 18, United States
3 Code, Section 1957, is: ten years' imprisonment; a three-year period
4 of supervised release; a fine of \$250,000 or twice the gross gain or
5 gross loss resulting from the offense, whichever is greatest; and a
6 mandatory special assessment of \$100.

7 13. Defendant understands, therefore, that the total maximum
8 sentence for all offenses to which defendant is pleading guilty is:
9 fifteen years imprisonment; a three-year period of supervised
10 release; a fine of \$500,000 or twice the gross gain or gross loss
11 resulting from the offenses, whichever is greatest; and a mandatory
12 special assessment of \$200.

13 14. The Court will also order forfeiture of the property listed
14 in the forfeiture notice in the information pursuant to 18 U.S.C.
15 §§ 982 and 1955(d), and 28 U.S.C. § 2461(c).

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

25 16. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury.

1 Defendant understands that he is pleading guilty to a felony and that
2 it is a federal crime for a convicted felon to possess a firearm or
3 ammunition. Defendant understands that the convictions in this case
4 may also subject defendant to various other collateral consequences,
5 including but not limited to revocation of probation, parole, or
6 supervised release in another case and suspension or revocation of a
7 professional license. Defendant understands that unanticipated
8 collateral consequences will not serve as grounds to withdraw
9 defendant's guilty pleas.

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

20 FACTUAL BASIS

21 18. Defendant admits that defendant is, in fact, guilty of the
22 offenses to which defendant is agreeing to plead guilty. Defendant
23 and the USAO agree to the statement of facts provided for in
24 Attachment A, attached hereto, and agree that this statement of facts
25 is sufficient to support pleas of guilty to the charges described in
26 this agreement and to establish the Sentencing Guidelines factors set
27 forth in paragraph 20 below but is not meant to be a complete
28

1 recitation of all facts relevant to the underlying criminal conduct
2 or all facts known to either party that relate to that conduct.

3 SENTENCING FACTORS

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

16 20. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Count One:

19 Base Offense Level: 12 USSG § 2E3.1(a)(2)

20 Count Two

21 Base Offense Level: 12 USSG § 2S1.1(a)(1)

22 Violation of 18 U.S.C. § 1957 +1 USSG § 2S1.1(b)(2)(A)

23
24 21. The USAO will agree to a two-level downward adjustment for
25 acceptance of responsibility (and, if applicable, an additional one-
26 level downward adjustment under U.S.S.G. § 3E1.1(b)), if the
27 conditions set forth in paragraph 2 are met and if defendant has not
28

1 committed, and refrains from committing, acts constituting
2 obstruction of justice within the meaning of U.S.S.G. § 3C1.1 prior
3 to sentencing. The USAO may also move for a three-level aggravating
4 role adjustment pursuant to U.S.S.G. § 3B1.1(b), and defendant may
5 oppose any such motion. Defendant may also move for an adjustment
6 pursuant to U.S.S.G. § 4C1.1, and the government may oppose any such
7 motion. Subject to paragraph 36 below, defendant and the USAO agree
8 not to seek, argue, or suggest in any way, either orally or in
9 writing, any other specific offense characteristics, adjustments, or
10 departures under the Sentencing Guidelines are appropriate or should
11 be imposed.

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

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

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 24. Defendant understands that by pleading guilty, defendant
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.
- 22 b. The right to a speedy and public trial by jury.
- 23 c. The right to be represented by counsel - and if
24 necessary have the Court appoint counsel - at trial. Defendant
25 understands, however, that, defendant retains the right to be
26 represented by counsel - and if necessary have the Court appoint
27 counsel - at every other stage of the proceeding.

28

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

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

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

15 WAIVER OF RETURN OF DIGITAL DATA

16 25. Understanding that the government has in its possession
17 digital devices and/or digital media seized from defendant, defendant
18 waives any right to the return of digital data contained on those
19 digital devices and/or digital media and agrees that if any of these
20 digital devices and/or digital media are returned to defendant, the
21 government may delete all digital data from those digital devices
22 and/or digital media before they are returned to defendant.

23 WAIVER OF APPEAL OF CONVICTION

24 26. Defendant understands that, with the exception of an appeal
25 based on a claim that defendant's guilty pleas were involuntary, by
26 pleading guilty defendant is waiving and giving up any right to
27 appeal defendant's convictions on the offenses to which defendant is
28 pleading guilty. Defendant understands that this waiver includes,

1 but is not limited to, arguments that the statutes to which defendant
2 is pleading guilty are unconstitutional, and any and all claims that
3 the statement of facts provided herein is insufficient to support
4 defendant's pleas of guilty.

5 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

6 27. Defendant agrees that, provided the Court imposes a term of
7 imprisonment within or below the range corresponding to an offense
8 level of 11 and the criminal history category calculated by the
9 Court, defendant gives up the right to appeal all of the following:
10 (a) the procedures and calculations used to determine and impose any
11 portion of the sentence; (b) the term of imprisonment imposed by the
12 Court; (c) the fine imposed by the Court, provided it is within the
13 statutory maximum; (d) to the extent permitted by law, the
14 constitutionality or legality of defendant's sentence, provided it is
15 within the statutory maximum; (e) the term of probation or supervised
16 release imposed by the Court, provided it is within the statutory
17 maximum; and (f) any of the following conditions of probation or
18 supervised release imposed by the Court: the conditions set forth in
19 Second Amended General Order 20-04 of this Court; the drug testing
20 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
21 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7)
22 and any conditions of probation or supervised release agreed to by
23 defendant in paragraph 2 above.

24 28. Defendant also gives up any right to bring a post-
25 conviction collateral attack on the convictions or sentence, except a
26 post-conviction collateral attack based on a claim of ineffective
27 assistance of counsel, a claim of newly discovered evidence, or an
28 explicitly retroactive change in the applicable Sentencing

1 Guidelines, sentencing statutes, or statutes of conviction. Defendant
2 understands that this waiver includes, but is not limited to,
3 arguments that the statutes to which defendant is pleading guilty are
4 unconstitutional, and any and all claims that the statement of facts
5 provided herein is insufficient to support defendant's pleas of
6 guilty.

7 29. The USAO agrees that, provided (a) all portions of the
8 sentence are at or below the statutory maximum specified above and
9 (b) the Court imposes a term of imprisonment within or above the
10 range corresponding to an offense level of 11 and the criminal
11 history category calculated by the Court, the USAO gives up its right
12 to appeal any portion of the sentence.

13 RESULT OF WITHDRAWAL OF GUILTY PLEA

14 30. Defendant agrees that if, after entering guilty pleas
15 pursuant to this agreement, defendant seeks to withdraw and succeeds
16 in withdrawing defendant's guilty pleas on any basis other than a
17 claim and finding that entry into this plea agreement was
18 involuntary, then (a) the USAO will be relieved of all of its
19 obligations under this agreement, including in particular its
20 obligations regarding the use of Cooperation Information; (b) in any
21 investigation, criminal prosecution, or civil, administrative, or
22 regulatory action, defendant agrees that any Cooperation Information
23 and any evidence derived from any Cooperation Information shall be
24 admissible against defendant, and defendant will not assert, and
25 hereby waives and gives up, any claim under the United States
26 Constitution, any statute, or any federal rule, that any Cooperation
27 Information or any evidence derived from any Cooperation Information
28 should be suppressed or is inadmissible; and (c) should the USAO

1 choose to pursue any charge or any civil, administrative, or
2 regulatory action that was either dismissed or not filed as a result
3 of this agreement, then (i) any applicable statute of limitations
4 will be tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action; and
6 (ii) defendant waives and gives up all defenses based on the statute
7 of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent
9 that such defenses existed as of the date of defendant's signing this
10 agreement.

11 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

12 31. Defendant agrees that if any count of conviction is
13 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
14 resentence defendant on any remaining count of conviction, with both
15 the USAO and defendant being released from any stipulations regarding
16 sentencing contained in this agreement, (b) ask the Court to void the
17 entire plea agreement and vacate defendant's guilty pleas on any
18 remaining count of conviction, with both the USAO and defendant being
19 released from all their obligations under this agreement, or
20 (c) leave defendant's remaining conviction, sentence, and plea
21 agreement intact. Defendant agrees that the choice among these three
22 options rests in the exclusive discretion of the USAO.

23 EFFECTIVE DATE OF AGREEMENT

24 32. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney. Defendant expressly waives any
27 argument that this agreement is not binding until accepted by a
28 court.

1 BREACH OF AGREEMENT

2 33. Defendant agrees that if defendant, at any time after the
3 signature of this agreement and execution of all required
4 certifications by defendant, defendant's counsel, and an Assistant
5 United States Attorney, knowingly violates or fails to perform any of
6 defendant's obligations under this agreement ("a breach"), the USAO
7 may declare this agreement breached. For example, if defendant
8 knowingly, in an interview, before a grand jury, or at trial, falsely
9 accuses another person of criminal conduct or falsely minimizes
10 defendant's own role, or the role of another, in criminal conduct,
11 defendant will have breached this agreement. All of defendant's
12 obligations are material, a single breach of this agreement is
13 sufficient for the USAO to declare a breach, and defendant shall not
14 be deemed to have cured a breach without the express agreement of the
15 USAO in writing. If the USAO declares this agreement breached, and
16 the Court finds such a breach to have occurred, then:

17 a. If defendant has previously entered guilty pleas
18 pursuant to this agreement, defendant will not be able to withdraw
19 the guilty pleas.

20 b. The USAO will be relieved of all its obligations under
21 this agreement; in particular, the USAO: (i) will no longer be bound
22 by any agreements concerning sentencing and will be free to seek any
23 sentence up to the statutory maximum for the crimes to which
24 defendant has pleaded guilty; (ii) will no longer be bound by any
25 agreements regarding criminal prosecution, and will be free to
26 criminally prosecute defendant for any crime, including charges that
27 the USAO would otherwise have been obligated not to criminally
28 prosecute pursuant to this agreement; and (iii) will no longer be

1 bound by any agreement regarding the use of Cooperation Information
2 and will be free to use any Cooperation Information in any way in any
3 investigation, criminal prosecution, or civil, administrative, or
4 regulatory action.

5 c. The USAO will be free to criminally prosecute
6 defendant for false statement, obstruction of justice, and perjury
7 based on any knowingly false or misleading statement by defendant.

8 d. In any investigation, criminal prosecution, or civil,
9 administrative, or regulatory action: (i) defendant will not assert,
10 and hereby waives and gives up, any claim that any Cooperation
11 Information was obtained in violation of the Fifth Amendment
12 privilege against compelled self-incrimination; and (ii) defendant
13 agrees that any Cooperation Information and any Plea Information, as
14 well as any evidence derived from any Cooperation Information or any
15 Plea Information, shall be admissible against defendant, and
16 defendant will not assert, and hereby waives and gives up, any claim
17 under the United States Constitution, any statute, Rule 410 of the
18 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
19 Criminal Procedure, or any other federal rule, that any Cooperation
20 Information, any Plea Information, or any evidence derived from any
21 Cooperation Information or any Plea Information should be suppressed
22 or is inadmissible.

23 34. Following the Court's finding of a knowing breach of this
24 agreement by defendant, should the USAO choose to pursue any charge
25 or any civil, administrative, or regulatory action that was either
26 dismissed or not filed as a result of this agreement, then:

27
28

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

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

9 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

10 OFFICE NOT PARTIES

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

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

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

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

14 NO ADDITIONAL AGREEMENTS

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

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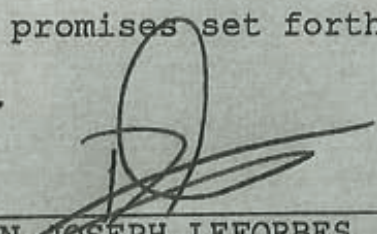
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/s/ Jeff Mitchell

8/19/2024

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



DAMIEN JOSEPH LEFORBES
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1

2 I am DAMIEN JOSEPH LEFORBES's attorney. I have carefully and

3 thoroughly discussed every part of this agreement with my client.

4 Further, I have fully advised my client of his rights, of possible

5 pretrial motions that might be filed, of possible defenses that might

6 be asserted either prior to or at trial, of the sentencing factors

7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

8 provisions, and of the consequences of entering into this agreement.

9 To my knowledge: no promises, inducements, or representations of any

10 kind have been made to my client other than those contained in this

11 agreement; no one has threatened or forced my client in any way to

12 enter into this agreement; my client's decision to enter into this

13 agreement is an informed and voluntary one; and the factual basis set

14 forth in this agreement is sufficient to support my client's entry of

15 guilty pleas pursuant to this agreement.

16 

17 _____
 18 DAVID Z. CHESNOFF
 19 RICHARD A. SCHONFELD
 20 Attorneys for Defendant
 21 DAMIEN JOSEPH LEFORBES

22 6/13/24
 23 _____
 24 Date

1 Attachment A

2 **Statement of Facts**

3 The following Statement of Facts is incorporated by
4 reference as part of the Agreement dated June __, 2024, between
5 the USAO and defendant DAMIEN JOSEPH LEFORBES ("defendant"). The
6 USAO and defendant agree that the following facts are true and
7 correct.

8 1. At all times relevant to this Agreement, Casino A
9 operated as a Nevada casino licensed and regulated by the Nevada
10 Gaming Control Board, in Las Vegas, Nevada.

11 2. Beginning on a date unknown, but no later than January
12 2021, and continuing to on or about December 22, 2023, in Los
13 Angeles and Orange Counties, California and Clark County, Nevada,
14 defendant operated an unlicensed and illegal bookmaking business
15 that took bets for money on the outcome of sporting events from
16 various persons at agreed-upon odds (the "Leforbes Gambling
17 Business").

18 3. Defendant operated the Leforbes Gambling Business in
19 violation of California Penal Code Section 337(a), which prohibits
20 bookmaking within the state of California. The Leforbes Gambling
21 Business involved more than five persons who conducted or financed
22 all or part of the business. The Leforbes Gambling Business
23 remained in substantially continuous operation by at least five
24 such persons for at least five years and often had gross revenue
25 of well over \$2,000 on a single day.

26 4. Defendant operated the Leforbes Gambling Business out of
27 various locations in Los Angeles and Orange Counties, California,
28 and Clark County, Nevada, and in these locations solicited and

1 accepted customers for the Leforbes Gambling Business. Defendant
2 placed and accepted bets from others for the Leforbes Gambling
3 Business himself, and also used other persons to place and accept
4 bets from others for the Leforbes Gambling Business.

5 5. Defendant employed agents and sub-agents working for the
6 Leforbes Gambling Business who were offered and paid a portion of
7 the losses bettors incurred and paid. These agents would be
8 responsible for referring clients, recruiting and maintaining
9 their own bettors, placing and accepting bets from bettors,
10 demanding and collecting losses from bettors, and distributing
11 winnings to bettors on behalf of the Leforbes Gambling Business.
12 Some agents were themselves also bettors with the Leforbes
13 Gambling Business.

14 6. Defendant and other agents of the Leforbes Gambling
15 Business would use a website (the "Betting Website") and a call
16 center controlled by a third-party service in order to create
17 accounts through which the Leforbes Gambling Business's agents and
18 customers could place and track wagers. When defendant or his
19 agents found a new customer who wanted to place wagers on sporting
20 events with the Leforbes Gambling Business, defendant, or one of
21 his agents, contacted the operators of the Betting Website and
22 arranged for an account to be set up for the customer. After the
23 account was established, defendant and/or his agents advised the
24 customer of the limits on his or her wagering activity, and
25 provided the customer with access credentials to the Betting
26 Website which would allow California residents and others to place
27 wagers on sporting events over the internet, in violation of
28 California Penal Code Section 337(a).

1 7. Defendant and the operators of the Betting Website would
2 keep track of the wagering activity and win/loss records for
3 customers of the Leforbes Gambling Business. When a bettor won a
4 bet, defendant or his agents paid the bettor based on the size of
5 the bet and the odds that had been set on the Betting Website.
6 When a bettor lost, defendant or his agents collected the amounts
7 due under the terms of the bet. At other times, defendant would
8 instruct losing bettors to directly pay winning bettors of the
9 Leforbes Gambling Business.

10 8. In some instances, defendant recruited casino hosts to be
11 agents of the Leforbes Gambling Business. This included at least
12 two hosts at Casino A, who referred at least two new potential
13 bettors to the Leforbes Gambling Business.

14 9. Defendant regularly directed losing bettors of the
15 Leforbes Gambling Business to pay him (i) in checks or wires that
16 were deposited into a bank account in the name of a shell company
17 defendant controlled, (ii) in cryptocurrency through one or more
18 cryptocurrency wallets, (iii) in cash, and/or (iv) via payment
19 processor payments such as Zelle and Paypal. Defendant also
20 regularly sent funds to winning bettors of the Leforbes Gambling
21 Business (i) in checks or wires from the same bank account in the
22 name of a shell company, (ii) in cryptocurrency through one or
23 more cryptocurrency wallets, and/or (iii) in cash.

24 10. One such bank account used by defendant was held at Bank
25 A in the name of a shell company defendant controlled, DJL
26 Incorporated, which had an account number ending in '6005 (the
27 "DJL Account"). When opening the DJL Account, defendant informed
28 Bank A that DJL Incorporated was an arts, entertainment and

1 recreation company, and that DJL Incorporated was not an internet
2 gambling business.

3 11. Defendant used the DJL Account to receive proceeds from
4 the Leforbes Gambling Business and to pay bettors to whom
5 defendant owed money from the Leforbes Gambling Business.
6 Specifically, during the period of October 1, 2021 through
7 December 22, 2023, defendant regularly accepted wires and
8 deposited checks into the DJL Account which consisted of money
9 owed by bettors of the Leforbes Gambling Business.

10 12. Defendant also used the DJL Account to transfer proceeds
11 of the Leforbes Gambling Business. For example, during the period
12 of October 1, 2021 through December 22, 2023, defendant executed
13 at least 17 personal or cashier's checks to Casino A, totaling at
14 least \$9,105,000, drawn on the DJL Account, including one such
15 check for \$1,000,000 executed on or about April 14, 2023.
16 Defendant knew that these personal and cashiers checks to Casino A
17 drawn on the DJL Account consisted of proceeds of the Leforbes
18 Gambling Business.

19 13. Defendant also presented illicit cash proceeds from the
20 Leforbes Gambling Business to Casino A. Specifically, between
21 January 28, 2022 and December 15, 2023, defendant presented at
22 least \$2,815,070 in cash to Casino A, which represented proceeds
23 from the Leforbes Gambling Business.

24 14. During this same period, Defendant had a player ID number
25 at Casino A ending in x6310, and wagered more than \$148 million at
26 Casino A.

27 15. Defendant or his agents would also pay or accept payment
28 from bettors in casino chips, including chips from Casino A. For

1 example, on or about November 16, 2022, defendant messaged another
2 illegal bookmaker, stating "[Casino A] is most important because
3 the chips are so versatile for me."

4 16. Defendant also used various cryptocurrency wallets,
5 including private wallets owned and controlled by defendant, to
6 receive proceeds from the Leforbes Gambling Business, as well as
7 to pay bettors to whom defendant owed money through the Leforbes
8 Gambling Business. For example, on or about December 19, 2023,
9 defendant messaged a client of the Leforbes Gambling Business
10 regarding payment of winnings, stating "lmk if crypto good" and
11 then providing a cryptocurrency wallet address. In another
12 instance, on December 11, 2023, defendant messaged a different
13 client of the Leforbes Gambling Business requesting payment, and
14 the client responded "Send me a BTC addy please I will send
15 tonight," and defendant responded with a different cryptocurrency
16 wallet address.

17 17. Defendant would also accept or swap cryptocurrency with
18 other illegal bookmakers. For example, on or about August 17,
19 2022, defendant messaged another illegal bookmaker, who was also a
20 client of the Leforbes Gambling Business, providing a
21 cryptocurrency wallet address and stating "I only have btc or
22 eth." In another instance, on or about January 18, 2023,
23 defendant messaged the same illegal bookmaker referring to a
24 client of the Leforbes Gambling Business, stating "Waiting on
25 crypto. Worst case it'll be cash/check later" and "Btc address
26 please."

27 18. When defendant needed to transfer cryptocurrency, he
28 avoided public exchanges in order to conceal his activities. For

1 example, on or about October 24, 2023, defendant had a
2 conversation with an individual who was concerned about law
3 enforcement tracking bitcoin, who stated "Don't want anyone to
4 get busted. Trying to find a way to make it safe. That's a large
5 amount. Seen it go bad on TV shows a lot." In response,
6 defendant stated, "I'd just send like 100k at a time to different
7 addresses[.] You can create a different address in a wallet every
8 time[.] Just don't send to an exchange[.] Wallets are fine
9 though . . . Just remember fresh address[.] No exchanges[.] I do
10 it every week for millions back and forth[.] And on a week like
11 this where I owe [a bettor of the Leforbes Gambling Business]
12 2M[,] I can send him all btc and keep the cash/chips I was going
13 to give him[.]"

14 19. Defendant would also transfer proceeds of the Leforbes
15 Gambling Business from one set of private wallets to another set
16 of private wallets for defendant's own use, while concealing the
17 nature of those payments and the location of those proceeds. At
18 the time of execution of a warrant on defendant's house on or
19 about December 22, 2023, law enforcement found two private Trezor
20 cryptocurrency wallets containing cryptocurrency, as well as seed
21 phrases used to access cryptocurrency wallets, in defendant's
22 bedroom closet.

Exhibit A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

DAMIEN JOSEPH LEFORBES,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1955: Operating an
Illegal Gambling Business; 18
U.S.C. § 1957: Transactional Money
Laundering; 18 U.S.C. §§ 1955(d),
982, 28 U.S.C. § 2461(c): Criminal
Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1955; 18 U.S.C. § 2(a)]

Beginning on an unknown date and continuing through on or about
December 22, 2023, in Los Angeles and Orange Counties, within the
Central District of California, and elsewhere, defendant DAMIEN
JOSEPH LEFORBES aided, conducted, financed, managed, supervised,
directed, and owned an illegal gambling business, specifically, a
bookmaking business involving taking bets on the outcomes of sporting
events at agreed-upon odds in violation of California Penal Code
Section 337a, which business; involved at least five persons who

1 conducted, financed, managed, supervised, directed, and owned all or
2 part of the business; had been in substantially continuous operation
3 by at least five persons for a period in excess of thirty days; and
4 had gross revenue of more than \$2,000 in a single day.

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COUNT TWO

[18 U.S.C. § 1957; 18 U.S.C. § 2(a)]

On or about April 14, 2023, in Los Angeles and Orange Counties, within the Central District of California, and elsewhere, defendant DAMIEN JOSEPH LEFORBES, knowing that the funds involved represented the proceeds of some form of unlawful activity, engaged in and willfully caused others to engage in a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, to wit, executing a personal check for \$1,000,000, drawn on a bank account at Bank A, to a casino in Las Vegas, Nevada, which property, in fact, was derived from specified unlawful activity, namely, operation of an illegal gambling business, committed in violation of Title 18, United States Code, Section 1955, as charged in Count One of this Information.

FORFEITURE ALLEGATION ONE

[18 U.S.C. § 1955(d) and 28 U.S.C. § 2461(c)]

1 Pursuant to Rule 32.2 of the Federal Rules of Criminal
2 Procedure, notice is hereby given that the United States of America
3 will seek forfeiture as part of any sentence, pursuant to Title 18,
4 United States Code, Section 1955(d) and Title 28, United States Code,
5 Section 2461(c), in the event of defendant's conviction of the
6 offense set forth in Count One of this information.
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8
9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) Any property, including money, used in such offense,
12 and any property traceable to such property; and

13 (b) To the extent such property is not available for
14 forfeiture, a sum of money equal to the total value of the property
15 described in subparagraph (a).

16 3. Pursuant to Title 21, United States Code, Section 853(p),
17 as incorporated by Title 18, United States Code, Section 982(b)(1),
18 and Title 18, United States Code, Section 982(b)(2), the defendant,
19 if so convicted, shall forfeit substitute property, if, by any act or
20 omission of the defendant, the property described in the preceding
21 paragraph, or any portion thereof: (a) cannot be located upon the
22 exercise of due diligence; (b) has been transferred, sold to, or
23 deposited with a third party; (c) has been placed beyond the
24 jurisdiction of the court; (d) has been substantially diminished in
25 value; or (e) has been commingled with other property that cannot be
26 divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(1)]

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2
3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States will seek
5 forfeiture as part of any sentence, pursuant to Title 18, United
6 States Code, Section 982(a)(1), in the event of the defendant's
7 conviction of the offense set forth in any of Count Two of this
8 Information.

9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) Any property, real or personal, involved in such
12 offense, and any property traceable to such property; and

13 (b) To the extent such property is not available for
14 forfeiture, a sum of money equal to the total value of the property
15 described in subparagraph (a).

16 3. Pursuant to Title 21, United States Code, Section 853(p), as
17 incorporated by Title 18, United States Code, Section 982(b)(1), and
18 Title 18, United States Code, Section 982(b)(2), the defendant, if so
19 convicted, shall forfeit substitute property, if, by any act or
20 omission of the defendant, the property described in the preceding
21 paragraph, or any portion thereof: (a) cannot be located upon the
22 exercise of due diligence; (b) has been transferred, sold to, or
23 deposited with a third party; (c) has been placed beyond the
24 jurisdiction of the court; (d) has been substantially diminished in
25 value; or (e) has been commingled with other property that cannot be
26 divided without difficulty. Substitution of assets shall not be
27 ordered, however, where the convicted defendant acted merely as an
28 intermediary who handled but did not retain the property in the

1 course of the money laundering offense unless the defendant, in
2 committing the offense or offenses giving rise to the forfeiture,
3 conducted three or more separate transactions involving a total of
4 \$100,000.00 or more in any twelve-month period.

5
6 E. MARTIN ESTRADA
7 United States Attorney
8

9 MACK E. JENKINS
10 Assistant United States Attorney
11 Chief, Criminal Division

12 MARK A. WILLIAMS
13 Assistant United States Attorney
14 Chief, Environmental Crimes and
15 Consumer Protection Section

16 RACHEL N. AGRESS
17 Special Assistant United States
18 Attorney

19 JEFF MITCHELL
20 Assistant United States Attorney
21 Major Frauds Section

22 DAN G. BOYLE
23 Assistant United States Attorney
24 Environmental Crimes and
25 Consumer Protection Section
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