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 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 CHARLES C. LYNCH, et al.,
 16 Defendants.

No. CR 07-689-GW

PLEA AGREEMENT FOR DEFENDANT
CHARLES C. LYNCH

17
 18 1. This constitutes the plea agreement between Charles C.
 19 Lynch ("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 possession of
 28 marijuana, in violation of 21 U.S.C. § 844(a), a Class A misdemeanor,

1 which is a lesser included offense to the charge in Count Four of the
2 Indictment, under which defendant was charged and convicted of
3 possession with intent to distribute marijuana, in violation of 21
4 U.S.C. § 841(a)(1), (b)(1)(B).

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

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement and affirmatively recommend to the Court that it
8 impose sentence in accordance with paragraph 15 of this agreement.

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

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

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

18 g. Pay the applicable \$25 special assessment at or before
19 the time of sentencing.

20 h. By entry of this plea agreement onto the docket, to
21 withdraw his motion filed on July 19, 2022 (Docket Number "Dkt." 544)
22 seeking to enjoin the government from spending funds on his
23 prosecution or conviction under Section 531 of the Consolidated
24 Appropriations Act of 2022 (the "Spending Provision"), his pending
25 motion to dismiss (Dkt. 557, filed on or about November 15, 2023),
26 and to further waive all rights he may have in the future to pursue
27 relief under the Spending Provision, any later law substantially
28 similar to the Spending Provision, or to raise and argument or claim

1 under a law that inhibits the government's ability to spend money on
2 prosecutions or convictions of individuals who fully complied with
3 state medical marijuana laws.

4 i. Agree to the dismissal of the Amended Judgment and
5 Commitment Order in this case, entered on or about April 30, 2010
6 (Dkt. 328, hereinafter, the "Judgment") after defendant's conviction
7 at trial, affirmed on appeal by the Ninth Circuit Court of Appeals
8 (see Dkt. 471, 474), and that established defendant's felony
9 convictions for:

10 i. Conspiracy to manufacture and possess with
11 intent to distribute marijuana and THC, in violation of 21 U.S.C. §§
12 846, 841(a)(1), (B)(1)(b) (Count One);

13 ii. Distribution of marijuana to persons under the
14 age of 21, in violation of 21 U.S.C. §§ 841(a)(1), 859(a), and 18
15 U.S.C. § 2 (Counts Two and Three);

16 iii. Possession with the intent to distribute
17 marijuana, in violation of 21 U.S.C. §841(a)(1), (b)(1)(B) (Count
18 Four); and

19 iv. Maintaining a drug-involved premises, in
20 violation of 21 U.S.C. § 856(a)(1) (Count Five).

21 j. Defendant agrees that any and all criminal debt
22 ordered by the Court, including any fine, will be due in full and
23 immediately. The government is not precluded from pursuing, in
24 excess of any payment schedule set by the Court, any and all
25 available remedies by which to satisfy defendant's payment of the
26 full financial obligation, including referral to the Treasury Offset
27 Program.

28

1 6. Defendant understands that the minimum fine that the Court
2 must impose for a violation of Title 21, United States Code, Section
3 844(a) is \$1,000.

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

13 8. Defendant understands that under 21 U.S.C. § 862
14 defendant's conviction may make him temporarily ineligible for
15 federal benefits, and under 21 U.S.C § 862(a) defendant may not be
16 eligible for assistance under state programs funded under the Social
17 Security Act or Federal Food Stamp Act or for federal food stamp
18 program benefits, and that any such benefits or assistance received
19 by defendant's family members will be reduced to reflect defendant's
20 ineligibility.

21 9. Defendant understands that, by pleading guilty, defendant
22 may be giving up valuable government benefits and valuable civic
23 rights, such as the right to vote, the right to possess a firearm,
24 the right to hold office, and the right to serve on a jury.
25 Defendant understands that the conviction in this case may also
26 subject defendant to various other collateral consequences, including
27 but not limited to revocation of probation, parole, or supervised
28 release in another case and suspension or revocation of a

1 professional license. Defendant understands that unanticipated
2 collateral consequences will not serve as grounds to withdraw
3 defendant's guilty plea.

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

13 FACTUAL BASIS

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

23 On March 29, 2007, in San Luis Obispo County, within the Central
24 District of California, defendant owned and operated the "Central
25 Coast Compassionate Caregivers" (the "CCCC"), at 780 Monterey Avenue,
26 Suite B, Morro Bay, California, a medical marijuana dispensary which
27 cultivated and distributed marijuana, a schedule I controlled
28 substance. On March 29, 2007, law enforcement executed a search

1 warrant at the CCCC and at defendant's home. At that time, defendant
2 knowingly possessed at least 14 kilograms of a mixture of substance
3 containing a detectable amount of marijuana, a schedule I controlled
4 substance.

5 SENTENCING FACTORS AND AGREED-UPON SENTENCE

6 12. Defendant understands that in determining defendant's
7 sentence the Court is required to calculate the applicable Sentencing
8 Guidelines range and to consider that range, possible departures
9 under the Sentencing Guidelines, and the other sentencing factors set
10 forth in 18 U.S.C. § 3553(a). Defendant understands that the
11 Sentencing Guidelines are advisory only.

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

14	Base Offense Level	4	[U.S.S.G. § 2D2.2(a)(3)]
15	[Possession of Schedule I Controlled Substance]:		
16	Zero Point Offender	-2	[U.S.S.G. § 4C1.1]
17	Acceptance	-2	[U.S.S.G. § 3E.1.1]
18	Total Offense Level:	0	

19 14. Defendant and the USAO further agree that defendant is in
20 Criminal History Category I with zero criminal history points.

21 15. Defendant and the USAO agree that, taking into account the
22 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant
23 sentencing guideline factors set forth above, an appropriate
24 disposition of this case is that the Court impose a sentence of:

- 25 a. a time-served period of imprisonment;
- 26 b. a fine of \$2,500, payable at or before the time of
- 27 sentencing;
- 28 c. a special assessment of \$25;

1 16. The parties also agree that no prior imprisonment (other
2 than credits that the Bureau of Prisons may allow under 18 U.S.C.
3 § 3585(b)) may be credited against this stipulated sentence,
4 including credit under Sentencing Guideline § 5G1.3.

5 17. The parties agree that they will recommend that the Court
6 impose the sentence set forth in paragraph 15 above, and that they
7 will not seek, argue, or suggest in any way, either orally or in
8 writing, that any other specific offense characteristics,
9 adjustments, departures, or variances in sentence pursuant to the
10 Sentencing Guidelines and/or the factors set forth in 18 U.S.C.
11 § 3553(a) be imposed, or that the Court impose a sentence other than
12 what has been stipulated to by the parties herein.

13 18. The parties agree to request that defendant be sentenced as
14 soon as possible following the entry of defendant's guilty plea. The
15 parties stipulate and agree that, there is sufficient information in
16 the record, including the prior presentence report in this case (Dkt.
17 259), to enable the Court to exercise its sentencing authority
18 meaningfully without an updated presentence investigation or report.
19 To the extent defendant has a right to a presentence investigation
20 and preparation of an updated presentence report, defendant hereby
21 knowingly, voluntarily, and intelligently waives that right. The
22 parties agree to request that the Court find, pursuant to Federal
23 Rule of Criminal Procedure 32(c)(1), that the information in the
24 record, coupled with the prior presentence report in this case,
25 enable the Court to exercise its sentencing authority without an
26 updated presentence investigation or report. The parties understand
27 and agree that, in the event that the Court declines to make this
28 finding and instead orders that a more complete presentence

1 investigation be conducted and/or a more complete presentence report
2 prepared, such action shall have no effect on the validity of this
3 Agreement or any of its terms or conditions and shall not provide a
4 basis for either party to withdraw from the plea agreement.

5 WAIVER OF CONSTITUTIONAL RIGHTS

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

8 a. The right to persist in a plea of not guilty.

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

10 c. The right to be represented by counsel -- and if
11 necessary, have the Court appoint counsel -- at trial. Defendant
12 understands, however, that, defendant retains the right to be
13 represented by counsel -- and if necessary have the Court appoint
14 counsel -- at every other stage of the proceeding.

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

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial or
28 post-trial motions that have been filed or could be filed, including

1 pursuing an injunction or other relief under the Spending Provision,
2 and substantially similar law, or to make any argument that the
3 government is prohibited from spending money on his prosecution or
4 conviction because he complied with state medical marijuana laws.

5 WAIVER OR RETURN OF DIGITAL DATA

6 20. Understanding that the government has in its possession
7 digital devices and/or digital media seized from defendant, defendant
8 waives any right to the return of digital data contained on those
9 digital devices and/or digital media and agrees that if any of these
10 digital devices and/or digital media are returned to defendant, the
11 government may delete all digital data from those digital devices
12 and/or digital media before they are returned to defendant.

13 WAIVER OF APPEAL OF CONVICTION

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

23 WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

24 22. Defendant agrees that, provided the Court imposes the
25 sentence specified in paragraph 15 above, defendant gives up the
26 right to appeal any portion of that sentence.

27 23. Defendant also gives up any right to bring a post-
28 conviction collateral attack on the conviction or sentence, including

1 any fine, except for a post-conviction collateral attack based on a
2 claim of ineffective assistance of counsel, or a claim of newly
3 discovered evidence. Defendant understands that this waiver
4 includes, but is not limited to, an explicitly retroactive change in
5 the applicable Sentencing Guidelines, sentencing statutes, or
6 statutes of conviction, or arguments that the statute to which
7 defendant is pleading guilty is unconstitutional, and any and all
8 claims that the statement of facts provided herein is insufficient to
9 support defendant's plea of guilty. This paragraph does not apply to
10 applications for expungement, pardon, or similar remedies that may be
11 available now or in future.

12 24. The USAO agrees that, provided the Court imposes the
13 sentence specified in paragraph 15 above, the USAO gives up its right
14 to appeal any portion of that sentence.

15 RESULT OF WITHDRAWAL OF GUILTY PLEA

16 25. Defendant agrees that if, after entering a guilty plea
17 pursuant to this agreement, defendant seeks to withdraw and succeeds
18 in withdrawing defendant's guilty plea on any basis other than a
19 claim and finding that entry into this plea agreement was
20 involuntary, then (a) the USAO will be relieved of all of its
21 obligations under this agreement; (b) the USAO may elect to reinstate
22 any count of conviction in the Judgment as well as the five-year
23 mandatory minimum sentence held by the Ninth Circuit Court of Appeals
24 to be applicable to Count One, and (c) should the USAO choose to
25 pursue any charge, judgment, count of conviction, or sentence that
26 was either dismissed or not filed as a result of this agreement,
27 then defendant waives and gives up all defenses based on the statute
28 of limitations, any claim of pre-indictment delay, post-indictment

1 delay, or any speedy trial claim with respect to any such action,
2 except to the extent that such defenses existed as of the date of
3 defendant's signing this agreement.

4 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

5 26. Defendant agrees that if the count of conviction is
6 vacated, reversed, or set aside, both the USAO and defendant will be
7 released from all of their obligations under this agreement.

8 EFFECTIVE DATE OF AGREEMENT

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

12 BREACH OF AGREEMENT

13 28. Defendant agrees that if defendant, at any time after the
14 signature of this agreement and execution of all required
15 certifications by defendant, defendant's counsel, and an Assistant
16 United States Attorney, knowingly violates or fails to perform any of
17 defendant's obligations under this agreement ("a breach"), the USAO
18 may declare this agreement breached. All of defendant's obligations
19 are material, a single breach of this agreement is sufficient for the
20 USAO to declare a breach, and defendant shall not be deemed to have
21 cured a breach without the express agreement of the USAO in writing.
22 If the USAO declares this agreement breached, and the Court finds
23 such a breach to have occurred, then: (a) if defendant has previously
24 entered guilty plea pursuant to this agreement, defendant will not be
25 able to withdraw the guilty plea, and (b) the USAO will be relieved
26 of all its obligations under this agreement.

27 29. Following the Court's finding of a knowing breach of this
28 agreement by defendant, should the USAO choose to pursue any charge,

1 judgment, sentence, or count of conviction, that was either dismissed
2 or not filed as a result of this agreement, then:

3 a. The USAO may elect to reinstate any count of
4 conviction in the Judgment as well as the five-year mandatory minimum
5 sentence held by the Ninth Circuit Court of Appeals to be applicable
6 to Count One.

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

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

23 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

24 OFFICE NOT PARTIES

25 30. Defendant understands that the Court and the United States
26 Probation and Pretrial Services Office are not parties to this
27 agreement and need not accept any of the USAO's sentencing
28 recommendations or the parties' agreements to facts, sentencing

1 factors, or sentencing. Defendant understands that the Court will
2 determine the facts, sentencing factors, and other considerations
3 relevant to sentencing and will decide for itself whether to accept
4 and agree to be bound by this agreement.

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

21 NO ADDITIONAL AGREEMENTS

22 32. Defendant understands that, except as set forth herein,
23 there are no promises, understandings, or agreements between the USAO
24 and defendant or defendant's attorney, and that no additional
25 promise, understanding, or agreement may be entered into unless in a
26 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. 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

E. MARTIN ESTRADA
United States Attorney

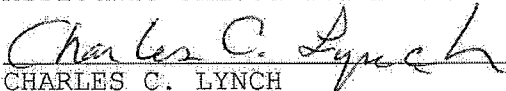


MACK E. JENKINS

1/30/2024

Date

Assistant United States Attorney



CHARLES C. LYNCH
Defendant

1.30.2024

Date



REBECCA ABEL
Attorney for Defendant CHARLES C.
LYNCH

1/30/2024

Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Charles C. Lynch
CHARLES C. LYNCH
Defendant

1.30.2024
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1

2 I am Charles C. Lynch'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

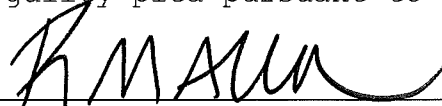
11 agreement; no one has threatened or forced my client in any way to

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 a guilty plea pursuant to this agreement.

16 

17 REBECCA ABEL
 18 Attorney for Defendant
 CHARLES C. LYNCH

Date

1/30/2024