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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 CHARLES C. LYNCH,

16 Defendant.

No. 07-689-GW

STIPULATION RE: DIVERSION
AGREEMENT AND WAIVER OF RIGHTS

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19 Plaintiff United States of America, by and through its counsel
20 of record, the United States Attorney for the Central District of
21 California, and defendant Charles C. Lynch ("defendant"), both
22 individually and by and through his counsel of record, Rebecca M.
23 Abel, hereby stipulate as follows:

24 1. Defendant was charged with five felony counts in the
25 indictment in this matter. (Docket Number "Dkt." 1, the
26 "Indictment").

27 2. On or about August 5, 2008, defendant was convicted at
28 trial of all count in the Indictment. (Dkt. 169).

1 3. On or about, April 30, 2010, the Court entered an Amended
2 Judgment and Commitment Order in this case. (Dkt. 328, the
3 "Judgment").

4 4. Defendant's convictions were subsequently affirmed on
5 appeal by the Ninth Circuit Court of Appeals (Dkt. 471, 474), subject
6 to a remand to this Court, which is pending. As part of the remand,
7 defendant has a pending motion filed on July 19, 2022 to enjoin the
8 government from spending funds on his prosecution or conviction (Dkt.
9 544, "the Motion to Enjoin") under Section 531 of the Consolidated
10 Appropriations Act of 2022 (the "Spending Provision,"), and a motion
11 to dismiss, filed on or about November 15, 2023. (Dkt. 557, the
12 "Motion to Dismiss").

13 5. Defendant has remained on pretrial release supervised by
14 United States Pretrial Service Agency, subject to terms and
15 conditions of bond last modified on or about June 6, 2022. (Dkt.
16 543).

17 6. The government and defendant have reached a written
18 diversion agreement, attached hereto as Exhibit A (the "Letter
19 Agreement") and effective upon its and execution of this stipulation,
20 to defer the prosecution of defendant for a period of 72 days, during
21 which period defendant will carry out the terms of the agreement
22 under the supervision of the United States Pretrial Services Agency.
23 If defendant successfully completes the diversion period, pursuant to
24 the terms of the diversion agreement, the government will dismiss the
25 Indictment and Judgment as against the defendant.

26 7. In light of the parties' agreement to the Letter Agreement,
27 the parties hereby withdraw the plea agreement previously filed in
28 this case on or about January 30, 2024 (Dkt. 569, the "Plea

1 Agreement"), and request the Court take off calendar any hearings
2 with respect to the Plea Agreement.

3 8. In return for the Letter Agreement, and the other
4 consideration in this Stipulation, defendant hereby agrees to:

5 a. Within 7 days of the execution of this Stipulation and
6 the Letter Agreement, pay a fine of \$2,500 in connection with this
7 case, which fine shall be deemed due in full and immediately.

8 b. The withdrawal with prejudice, of the Motion to Enjoin
9 and the Motion to Dismiss, effective immediately.

10 c. His waiver, effective immediately, of any and all or
11 claims, rights, or arguments that were raised or could have been
12 raised in the Motion to Enjoin and/or Motion to Dismiss, and also any
13 right to pursue in the future any and all claims or relief under the
14 Spending Provision. Provided, however, nothing in this Stipulation
15 shall preclude defendant's ability to pursue any expungement or
16 pardon that may be available to him now or in the future.

17 d. To agree to any motion filed by the government to
18 dismiss the Indictment and Judgment under the terms of the Letter
19 Agreement.

20 9. All prior financial obligations of the defendant, including
21 any special assessments, shall be vacated, aside from the \$2,500 fine
22 imposed per Paragraph 8(a).

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1 **10 x.** The parties shall file concurrently herewith a proposed
2 order taking all matters off calendar and agreeing to update the
3 Court at the end of the ~~60-month~~ ^{72-day} period set forth in the Letter
4 Agreement.

5 IT IS SO STIPULATED.

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7 Dated: February 8, 2023

Respectfully submitted,


8 E. MARTIN ESTRADA
United States Attorney

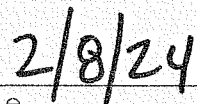
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10 MACK E. JENKINS
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Chief, Criminal Division

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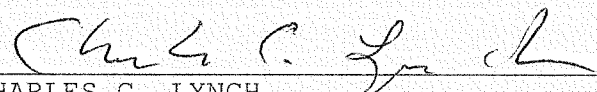
15 Attorneys for Plaintiff
16 UNITED STATES OF AMERICA
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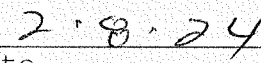
1 I am CHARLES LYNCH'S attorney. I have carefully discussed every
2 part of this stipulation with my client as well as the attached
3 letter agreement. I have fully informed my client of his rights. To
4 my knowledge, my client understands those rights and agrees to waive
5 them as set out in this stipulation and in the attached Letter
6 Agreement. I believe that my client's decision to give up the rights
7 set forth in this stipulation and to enter into the Letter Agreement
8 is an informed and voluntary one.

9 
10 REBECCA ABEL
11 Deputy Federal Public Defender
12 Attorney for Defendant
13 CHARLES C. LYNCH

14 
15 Date

16 I have read this stipulation and have carefully discussed it
17 with my attorney. I understand my rights and the terms of this
18 stipulation and the attached Letter Agreement. I give up my rights
19 as set forth in this stipulation, and to enter into the Letter
20 Agreement for diversion attached hereto. I have not been subjected
21 to any force, threat, or coercion in agreeing to the terms of this
22 Stipulation, and no other promises or inducements have been made to
23 me other than those contained in this stipulation and the Letter
24 Agreement.

25 
26 CHARLES C. LYNCH
27 Defendant

28 
Date