

FILED
CLERK, U.S. DISTRICT COURT
1/19/2023
CENTRAL DISTRICT OF CALIFORNIA
BY: DTA DEPUTY

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2 Acting Under Authority Conferred
by 28 U.S.C. § 515
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12 UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 UNITED STATES OF AMERICA,
17 Plaintiff,
18 v.
19 MELAHAT RAFIEI,
20 Defendant.

No. 8:23-cr-00006-FWS
PLEA AGREEMENT FOR DEFENDANT
MELAHAT RAFIEI

21
22 1. This constitutes the plea agreement between defendant
23 MELAHAT RAFIEI ("defendant") and the United States Attorney's Office
24 for the Central District of California (the "USAO") in the above-
25 captioned case. This agreement is limited to the USAO and cannot
26 bind any other federal, state, local, or foreign prosecuting,
27 enforcement, administrative, or regulatory authorities.
28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with Attempted Wire Fraud, in violation of Title 18, United States Code, Section 1349.

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

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

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

7 d. Except for criminal tax violations (including
8 conspiracy to commit such violations chargeable under 18 U.S.C.
9 § 371), not further criminally prosecute defendant for violations of
10 18 U.S.C. § 666(a)(2), Bribery Concerning Programs Receiving Federal
11 Funds, arising out of defendant's conduct described in the agreed-to
12 factual basis set forth in paragraph 10 below. Defendant understands
13 that the USAO is free to criminally prosecute defendant for any other
14 unlawful past conduct or any unlawful conduct that occurs after the
15 date of this agreement. Defendant agrees that at the time of
16 sentencing the Court may consider the uncharged conduct in
17 determining the applicable Sentencing Guidelines range, the propriety
18 and extent of any departure from that range, and the sentence to be
19 imposed after consideration of the Sentencing Guidelines and all
20 other relevant factors under 18 U.S.C. § 3553(a).

21 e. Recommend that defendant be sentenced to a term of
22 imprisonment no higher than the low end of the applicable Sentencing
23 Guidelines range, provided that the offense level used by the Court
24 to determine that range is 16 or higher. For purposes of this
25 agreement, the low end of the Sentencing Guidelines range is that
26 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

27
28

1 NATURE OF THE OFFENSE

2 4. Defendant understands that for defendant to be guilty of
3 the crime charged in the single-count information, that is, Attempted
4 Wire Fraud, in violation of Title 18, United States Code, Section
5 1349, the following must be true: (1) defendant knowingly and
6 willfully participated in or devised a scheme to commit wire fraud,
7 in violation of Title 18, United States Code, Section 1343; and
8 (2) defendant took a substantial step in an effort to bring about or
9 accomplish the crime.

10 5. The elements of wire fraud, in violation of Title 18,
11 United States Code, Section 1343, are as follows: (1) a person
12 knowingly devised or participated in a scheme or plan to defraud, or
13 a scheme to obtain money or property by means of false or fraudulent
14 pretenses, representations, promises, or omitted facts; (2) the
15 statements made or facts omitted were material; (3) the person acted
16 with the intent to defraud, that is, the intent to deceive and cheat;
17 and (4) the person used or caused to be used an interstate wire
18 communication to carry out or attempt to carry out an essential part
19 of the scheme.

20 PENALTIES

21 6. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 1349, is: 20 years' imprisonment; a three-year period
24 of supervised release; a fine of \$250,000 or twice the gross gain or
25 gross loss resulting from the offense, whichever is greatest; and a
26 mandatory special assessment of \$100.

27 7. Defendant understands that supervised release is a period
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

8 8. Defendant understands that, by pleading guilty, defendant
9 may be giving up valuable government benefits and valuable civic
10 rights, such as the right to vote, the right to possess a firearm,
11 the right to hold office, and the right to serve on a jury.

12 Defendant understands that she is pleading guilty to a felony and
13 that it is a federal crime for a convicted felon to possess a firearm
14 or ammunition. Defendant understands that the conviction in this
15 case may also subject defendant to various other collateral
16 consequences, including but not limited to revocation of probation,
17 parole, or supervised release in another case and suspension or
18 revocation of a professional license. Defendant understands that
19 unanticipated collateral consequences will not serve as grounds to
20 withdraw defendant's guilty plea.

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

1 consequences will not serve as grounds to withdraw defendant's guilty
2 plea.

3 FACTUAL BASIS

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

13 **Bribery**

14 Between approximately April 2018 and June 2018, defendant agreed
15 to give at least \$225,000 in bribes to Elected Official 1 and Elected
16 Official 2, both of whom were then members of the Irvine City
17 Council, in exchange for their agreement to introduce and pass a city
18 ordinance that would allow defendant's clients to open a retail
19 cannabis store in the City of Irvine.

20 In particular, in or around April 2018, defendant presented a
21 business opportunity to an individual who was then employed in the
22 medical cannabis industry. Unbeknownst to defendant, that individual
23 was a confidential human source ("CHS-1") working with the FBI.
24 Defendant offered to introduce CHS-1 to Elected Official 1.

25 On or about May 4, 2018, defendant, CHS-1, and Elected Official
26 1 met in Irvine, California, and discussed Elected Official 1 using
27 Elected Official 1's position as a councilmember to introduce an
28 ordinance within the City of Irvine that would legalize retail

1 medical cannabis, which would have benefitted CHS-1's business and
2 furthered its interests. Defendant and Elected Official 1 told CHS-1
3 and CHS-1's business partner -- a second confidential human source
4 working with the FBI ("CHS-2") -- that they planned to use another
5 member of the Irvine City Council, Elected Official 2, to introduce
6 the ordinance.

7 On or about May 15, 2018, in a recorded phone call, defendant
8 asked CHS-2 to pay her between \$350,000 and \$400,000 in exchange for
9 getting the cannabis ordinance introduced. Defendant explained that
10 the ordinance needed to be introduced while Elected Official 1 could
11 vote on it.

12 In order to avoid detection and mask the bribe payments to the
13 Elected Officials, defendant planned to enter into legal retainer
14 agreements with the Elected Officials. Indeed, on or about June 3,
15 2018, defendant caused a contract to be drafted between her and
16 Elected Official 2, the terms of which included a \$25,000 retainer
17 for "legal services."

18 On or about June 18, 2018 -- after defendant explained to CHS-2
19 that both Elected Officials were "on board" with the aforementioned
20 plan -- defendant brought Elected Official 2 to CHS-2's office in
21 Irvine, California. After the meeting, defendant explained to CHS-2
22 that Elected Official 2 had asked for approximately \$25,000 and that
23 Elected Official 1 had asked for \$200,000. Defendant explained that
24 CHS-1 and CHS-2 could not pay Elected Official 1 or Elected Official
25 2 directly; rather, CHS-1 and CHS-2 would pay defendant, who would
26 then pay Elected Official 1 and Elected Official 2 and disguise the
27 funds as attorney fees for legal services rendered to her various
28 public affairs and campaign management companies.

1 During the same meeting, defendant described to CHS-2 that the
2 payments had to be "maneuvered" in this way to circumvent the Elected
3 Officials' disclosure requirements, as -- according to defendant --
4 Elected Officials were not required to identify legal clients on
5 disclosure forms. As such, defendant intended to pay Elected
6 Official 1 and Elected Official 2 with the money that was to be
7 provided by CHS-1 and CHS-2.

8 During this time, defendant was the principal and founder of
9 Progressive Solutions Consulting based in Long Beach, California. As
10 members of the Irvine City Council, both Elected Official 1 and
11 Elected Official 2 were agents of the City of Irvine. Defendant
12 corruptly agreed to give Elected Official 1 and Elected Official 2
13 the bribes with the intent to influence and reward Elected Official 1
14 and Elected Official 2 in connection with business, transactions, and
15 a series of transactions of the City of Irvine having a value of
16 \$5,000 or more. Between January 2018 and January 2019, the City of
17 Irvine received benefits in excess of \$10,000 under a federal program
18 involving a grant, contract, subsidy, loan, guarantee, insurance, and
19 other form of federal assistance.

20 **Attempted Wire Fraud**

21 Beginning in September 2019, and continuing through October
22 2019, in Orange County, within the Central District of California,
23 defendant knowingly, willfully, and with the intent to defraud,
24 attempted to devise and execute a scheme to defraud and obtain money
25 from CHS-2 by means of materially false and fraudulent pretenses,
26 representations, and promises, and material omissions of facts.

27 Specifically, on September 5, 2019, in Anaheim, California,
28 defendant falsely represented to CHS-2 that, in exchange for a

1 payment of at least \$300,000, defendant would work to pass a
2 cannabis-related ordinance in Anaheim that would benefit and be
3 specifically tailored for CHS-2's business, when in fact, defendant
4 was already working on such an ordinance for other paying clients.
5 Defendant then falsely represented to CHS-2 that defendant would keep
6 only \$10,000 of CHS-2's payment in exchange for her purported work,
7 when in fact, defendant intended to keep \$100,000 of CHS-2's payment.

8 Defendant also falsely represented to CHS-2 that \$200,000 of the
9 \$300,000 would go to the Anaheim Chamber of Commerce, when in fact,
10 defendant intended to split \$200,000 of the \$300,000 equally between
11 her and an associate of hers who was not affiliated with the Anaheim
12 Chamber of Commerce.

13 Further, defendant instructed CHS-2 to pay the \$300,000 via
14 checks made out to various entities. Defendant intended to deposit
15 the money into accounts that she controlled and then transmit a
16 portion of the funds to others. Either of these actions would cause
17 interstate wire communications in furtherance of executing the
18 scheme.

19 Through her actions, defendant believed that she had taken all
20 necessary and substantial steps necessary to complete the scheme.

21 SENTENCING FACTORS

22 11. Defendant understands that in determining defendant's
23 sentence the Court is required to calculate the applicable Sentencing
24 Guidelines range and to consider that range, possible departures
25 under the Sentencing Guidelines, and the other sentencing factors set
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the
27 Sentencing Guidelines are advisory only, that defendant cannot have
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will
3 be free to exercise its discretion to impose any sentence it finds
4 appropriate up to the maximum set by statute for the crime of
5 conviction.

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

8 Base Offense Level: 7 [U.S.S.G. §§ 2X1.1, 2B1.1]

9 Over \$250,000: +12 [U.S.S.G. § 2B1.1(b)(1)(g)]

10 Defendant and the USAO reserve the right to argue that additional
11 specific offense characteristics, adjustments, and departures under
12 the Sentencing Guidelines are appropriate.

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

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

19 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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 APPEAL OF CONVICTION

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

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1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

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

18 18. The USAO agrees that, provided (a) all portions of the
19 sentence are at or below the statutory maximum specified above and
20 (b) the Court imposes a term of imprisonment within or above the
21 range corresponding to an offense level of 16 and the criminal
22 history category calculated by the Court, the USAO gives up its right
23 to appeal any portion of the sentence.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 19. Defendant agrees that if, after entering a guilty plea
26 pursuant to this agreement, defendant seeks to withdraw and succeeds
27 in withdrawing defendant's guilty plea on any basis other than a
28 claim and finding that entry into this plea agreement was

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

12 EFFECTIVE DATE OF AGREEMENT

13 20. This agreement is effective upon signature and execution of
14 all required certifications by defendant, defendant's counsel, and an
15 Assistant United States Attorney.

16 BREACH OF AGREEMENT

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

1 be able to withdraw the guilty plea, and (b) the USAO will be
2 relieved of all its obligations under this agreement.

3 22. Following the Court's finding of a knowing breach of this
4 agreement by defendant, should the USAO choose to pursue any charge
5 that was either dismissed or not filed as a result of this agreement,
6 then:

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

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

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

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 23. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

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

24 25. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

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

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 27. The parties agree that this agreement will be considered
14 part of the record of defendant's guilty plea hearing as if the
15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 JOSEPH T. MCNALLY
20 United States Attorney,
21 Acting Under Authority Conferred
22 by 28 U.S.C. § 515

23 

24 DANIEL S. LIM
25 Assistant United States Attorney

January 19, 2023

Date

26 MELAHAT RAFIEI
27 Defendant

28 ALALEH KAMRAN
Attorney for Defendant MELAHAT RAFIEI


1-18-23

Date

1/18/2023
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 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.



MELAHAT RAFIEI
Defendant

1-18-23
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Melahat Rafiei's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her 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

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is an informed and voluntary one; and the factual basis set
7 forth in this agreement is sufficient to support my client's entry of
8 a guilty plea pursuant to this agreement.

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10 
ALALEH KAMRAN
11 Attorney for Defendant MELAHAT RAFIEI

1/18/2023
Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MELAHAT RAFIEI,

Defendant.

No.

I N F O R M A T I O N

[18 U.S.C. §§ 1343, 1349: Attempt
to Commit Wire Fraud]

The United States Attorney charges:

[18 U.S.C. §§ 1343, 1349]

Beginning no later than September 2019, and continuing through at least October 2019, in Orange County, within the Central District of California, defendant MELAHAT RAFIEI, knowingly and with intent to defraud, attempted to devise and execute a scheme to defraud and obtain money from Victim 1 by means of materially false and fraudulent pretenses, representations, and promises, and material omissions of facts, by transmitting and causing the transmission of funds into bank accounts controlled by defendant RAFIEI, by means of wire communications in interstate commerce, for the purpose of

1 executing such scheme.

2 2. The scheme to defraud operated, in substance, as follows:

3 a. Defendant RAFIEI falsely represented to Victim 1 that,
4 in exchange for a payment of at least \$300,000, she would work to
5 pass a cannabis-related ordinance in Anaheim that would exclusively
6 benefit and be tailored for Victim 1's business, when in fact,
7 defendant RAFIEI was already working on the same ordinance on behalf
8 of other paying clients.

9 b. Defendant RAFIEI falsely represented to Victim 1 that
10 defendant RAFIEI would keep only \$10,000 of Victim 1's payment in
11 exchange for her purported work, when in fact, defendant RAFIEI
12 intended to keep \$100,000 of Victim 1's payment.

13 c. Defendant RAFIEI falsely represented to Victim 1 that
14 \$200,000 of Victim 1's payment would go to the Anaheim Chamber of
15 Commerce, when in fact, defendant RAFIEI intended to split \$200,000
16 of the \$300,000 equally between her and an associate of hers who was
17 not affiliated with the Anaheim Chamber of Commerce.

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1 d. Defendant RAFIEI would instruct Victim 1 to pay the
2 \$300,000 via checks that would be deposited into financial accounts
3 controlled by defendant RAFIEI, thereby causing the transmission of
4 wire communications in interstate commerce.

5
6
7 STEPHANIE S. CHRISTENSEN
8 United States Attorney,
9 Acting Under Authority Conferred
10 by 28 U.S.C. § 515

11 SCOTT M. GARRINGER
12 Assistant United States Attorney
13 Chief, Criminal Division

14 BENJAMIN R. BARRON
15 Assistant United States Attorney
16 Chief, Santa Ana Branch Office

17 DANIEL S. LIM
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