

FILED

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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

1 SANDRA R. BROWN
 Acting United States Attorney
 2 LAWRENCE S. MIDDLETON
 Assistant United States Attorney
 Chief, Criminal Division
 3 PATRICIA A. DONAHUE (Cal. Bar No. 132610)
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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 CASSANDRA ALEXANDER,

16 Defendant.

No. CR 17-

17CRO0601-GW

PLEA AGREEMENT FOR DEFENDANT
CASSANDRA ALEXANDER

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:
 26 a. Give up the right to indictment by a grand jury and,
 27 at the earliest opportunity requested by the USAO and provided by the
 28 Court, appear and plead guilty to an information in the form attached

1 to this agreement as Exhibit A or a substantially similar form (the
2 "Information"), which charges defendant with Theft From An
3 Organization Receiving Federal Funds in violation of 18 U.S.C.
4 § 666(a)(1)(A).

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

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

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

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

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

17 g. Make restitution at or before the time of sentencing,
18 and not seek the discharge of any restitution obligation, in whole or
19 in part, in any present or future bankruptcy proceeding.

20 h. Pay the applicable special assessment at or before the
21 time of sentencing unless defendant lacks the ability to pay and
22 prior to sentencing submits a completed financial statement on a form
23 to be provided by the USAO.

24 THE USAO'S OBLIGATIONS

25 3. The USAO agrees to:

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

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

1 c. Except for criminal tax violations (including
2 conspiracy to commit such violations chargeable under 18 U.S.C.
3 § 371), not further criminally prosecute defendant premised on any
4 offense committed prior to the date of execution of this Agreement
5 arising from defendant's conduct described in the factual basis set
6 forth in this Agreement, or the Information. Defendant understands
7 that the USAO is free to criminally prosecute defendant for any other
8 unlawful past conduct or any unlawful conduct that occurs after the
9 date of this Agreement. Defendant agrees that at the time of
10 sentencing the Court may consider any uncharged conduct in
11 determining the sentence to be imposed after consideration of the
12 Sentencing Guidelines and all other relevant factors under 18 U.S.C.
13 § 3553(a).

14 d. At the time of sentencing, provided that defendant
15 demonstrates an acceptance of responsibility for the offense up to
16 and including the time of sentencing, recommend a two-level reduction
17 in the applicable Sentencing Guidelines offense level, pursuant to
18 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
19 additional one-level reduction if available under that section.

20 e. At the time of sentencing, move the Court for a two-
21 level reduction in the applicable Sentencing Guidelines offense
22 level, pursuant to U.S.S.G. § 5k1.1, for substantial assistance to
23 the government.

24 f. At the time of sentencing, recommend that defendant be
25 sentenced to a term of imprisonment no higher than the low end of the
26 applicable Sentencing Guidelines range, provided that the offense
27 level used by the Court to determine that range is 17 or higher. For
28 purposes of this agreement, the low end of the Sentencing Guidelines

1 range is that defined by the Sentencing Table in U.S.S.G. Chapter 5,
2 Part A.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that in order to be guilty of a
5 violation of Title 18, United States Code, Section 666(a)(1)(A) as
6 charged in the Information, the following must be true:

7 a. First, that defendant was an agent of the City of
8 Glendale, a government entity;

9 b. Second, that defendant embezzled, stole, or obtained
10 by fraud money owned by or under the care, custody, or control of the
11 City of Glendale;

12 c. Third, that the money had a value of \$5,000 or more;

13 d. Fourth, that defendant acted knowingly; and

14 e. Fifth, that the City of Glendale in a one-year period,
15 received benefits of more than \$10,000 under any federal program
16 involving a grant, contract, subsidy, loan, guarantee, insurance or
17 other assistance.

18 PENALTIES AND RESTITUTION

19 5. Defendant understands that the statutory maximum sentence
20 for a violation of Title 18, United States Code, Section 666(a)(1)(A)
21 is: 10 years of imprisonment; a three-year period of supervised
22 release; a fine of \$250,000 or twice the gross gain or gross loss
23 resulting from the offense, whichever is greatest; and a mandatory
24 special assessment of \$100.

25 6. Defendant understands that defendant will be required to
26 pay full restitution to the victim of the offense to which defendant
27 is pleading guilty. The parties currently believe that the
28 applicable amount of restitution is \$609,764.84, but recognize and

1 agree that this amount could change based on facts that come to the
2 attention of the parties prior to sentencing.

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

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

25 9. Defendant understands that, if defendant is not a United
26 States citizen, the felony conviction in this case may subject
27 defendant to: removal, also known as deportation, which may, under
28 some circumstances, be mandatory; denial of citizenship; and denial

1 of admission to the United States in the future. The court cannot,
2 and defendant's attorney also may not be able to, advise defendant
3 fully regarding the immigration consequences of the felony conviction
4 in this case. Defendant understands that unexpected immigration
5 consequences will not serve as grounds to withdraw defendant's guilty
6 plea.

7 FACTUAL BASIS

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

17 The City of Glendale, California ("Glendale") was a local
18 government located within Los Angeles County that received Federal
19 assistance benefits in excess of \$10,000 for each of the years 2001
20 through 2017 under a Federal program.

21 Defendant was an agent of Glendale, employed in the position of
22 Claims and Litigation Support Supervisor at the Glendale City
23 Attorney's Office. Defendant was responsible for assembling
24 "Settlements Packets," which contained the documents memorializing
25 the settlement of claims against Glendale for personal injury or
26 property damage. Settlement Packets included documentation of the
27 settlement's approval by an attorney and the City Council, as well as
28 the "Request for Demand" form that authorized the Finance Department

1 to issue the check to the claimant in the approved amount. Defendant
2 had authority to sign Request for Demand forms without limit as to
3 the amount. Defendant was responsible for submitting completed
4 Settlement Packets to the Finance Department, and she had authority
5 to pick up the checks and provide them to claimants' attorneys.

6 Beginning in July 2001, and continuing through on or about March
7 10, 2017, defendant knowingly and willfully embezzled, stole, and
8 obtained by fraud \$692,264.84 owned by, and under the care, custody,
9 and control of Glendale. Defendant created and submitted to the
10 Finance Department false Settlement Packets that caused 30 fraudulent
11 checks to be issued to her family members and acquaintances.
12 Defendant created false settlement agreements and false city council
13 minutes purporting to show approval of settlement payments to these
14 false claimants, and she prepared and signed false Request for Demand
15 forms. Based on defendant's false Settlement Packets, the Finance
16 Department issued checks payable to the false claimants. Defendant
17 took possession of the checks and provided them to the payees, who
18 cashed them and transferred the funds to defendant at her direction.
19 One of the checks, payable to a family member of defendant for
20 \$82,500.00, was seized by the Glendale Police Department from
21 defendant before it was cashed.

22 SENTENCING FACTORS

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

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

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

9	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
10	Loss Amount > \$550,000:	+14	[U.S.S.G. § 2B1.1(b)(1)(H)]
11	Abuse of Position of Trust:	+ 2	[U.S.S.G. § 3B1.3]
12	Acceptance of Responsibility:	- 3	[U.S.S.G. § 3E1.1(b)]
13	Total Offense Level:	19	

14
15 Other than as provided in paragraph 3 above and paragraph 24 below,
16 defendant and the USAO agree not to seek, argue, or suggest in any
17 way, either orally or in writing, that any other specific offense
18 characteristics, adjustments, or departures relating to the offense
19 level be imposed. Defendant agrees, however, that if, after signing
20 this agreement but prior to sentencing, defendant were to commit an
21 act, or the USAO were to discover a previously undiscovered act
22 committed by defendant prior to signing this agreement, which act, in
23 the judgment of the USAO, constituted obstruction of justice within
24 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
25 enhancement set forth in that section and to argue that defendant is
26 not entitled to a downward adjustment for acceptance of
27 responsibility under U.S.S.G. § 3E1.1.

28

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

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

7 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

20 e. The right to confront and cross-examine witnesses
21 against defendant.

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

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

28

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

4 WAIVER OF APPEAL OF CONVICTION

5 16. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty.

10 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

11 17. Defendant agrees that, provided the Court imposes a total
12 term of imprisonment on all counts of conviction of no more than 30
13 months, defendant gives up the right to appeal all of the following:
14 (a) the procedures and calculations used to determine and impose any
15 portion of the sentence; (b) the term of imprisonment imposed by the
16 Court; (c) the fine imposed by the court, provided it is within the
17 statutory maximum; (d) the amount and terms of any restitution order,
18 provided it requires payment of no more than \$609,764.84; (e) the
19 term of probation or supervised release imposed by the Court,
20 provided it is within the statutory maximum; and (f) any of the
21 following conditions of probation or supervised release imposed by
22 the Court: the conditions set forth in General Orders 318, 01-05,
23 and/or 05-02 of this Court; the drug testing conditions mandated by
24 18 U.S.C. §§ 3563(a)(5) and 3583(d).

25 18. The USAO agrees that, provided (a) all portions of the
26 sentence are at or below the statutory maximum specified above and
27 (b) the Court imposes a term of imprisonment of no less than 24
28 months, the USAO gives up its right to appeal any portion of the

1 sentence, with the exception that the USAO reserves the right to
2 appeal the following: (a) the amount of restitution ordered if that
3 amount is less than \$609,764.84.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 19. Defendant agrees that if, after entering a] guilty plea
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty pleas on any basis other than a
8 claim and finding that entry into this plea agreement was
9 involuntary, then (a) the USAO will be relieved of all of its
10 obligations under this agreement; and (b) should the USAO choose to
11 pursue any charge that was either dismissed or not filed as a result
12 of this agreement, then (i) any applicable statute of limitations
13 will be tolled between the date of defendant's signing of this
14 agreement and the filing commencing any such action; and
15 (ii) defendant waives and gives up all defenses based on the statute
16 of limitations, any claim of pre-indictment delay, or any speedy
17 trial claim with respect to any such action, except to the extent
18 that such defenses existed as of the date of defendant's signing this
19 agreement.

20 EFFECTIVE DATE OF AGREEMENT

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

24 BREACH OF AGREEMENT

25 21. Defendant agrees that if defendant, at any time after the
26 signature of this agreement and execution of all required
27 certifications by defendant, defendant's counsel, and an Assistant
28 United States Attorney, knowingly violates or fails to perform any of

1 defendant's obligations under this agreement ("a breach"), the USAO
2 may declare this agreement breached. All of defendant's obligations
3 are material, a single breach of this agreement is sufficient for the
4 USAO to declare a breach, and defendant shall not be deemed to have
5 cured a breach without the express agreement of the USAO in writing.
6 If the USAO declares this agreement breached, and the Court finds
7 such a breach to have occurred, then: (a) if defendant has previously
8 entered a guilty plea pursuant to this agreement, defendant will not
9 be able to withdraw the guilty plea, and (b) the USAO will be
10 relieved of all its obligations under this agreement.

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

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

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

23 c. Defendant agrees that: (i) any statements made by
24 defendant, under oath, at the guilty plea hearing (if such a hearing
25 occurred prior to the breach); (ii) the agreed to factual basis
26 statement in this agreement; and (iii) any evidence derived from such
27 statements, shall be admissible against defendant in any such action
28 against defendant, and defendant waives and gives up any claim under

1 the United States Constitution, any statute, Rule 410 of the Federal
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
3 Procedure, or any other federal rule, that the statements or any
4 evidence derived from the statements should be suppressed or are
5 inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

7 23. Defendant understands that the Court and the United States
8 Probation Office are not parties to this agreement and need not
9 accept any of the USAO's sentencing recommendations or the parties'
10 agreements to facts or sentencing factors.

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

26 25. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty plea, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 26. Defendant understands that, except as set forth herein and
10 in the Proffer Agreement signed by the parties on May 24, 2017, there
11 are no promises, understandings, or agreements between the USAO and
12 defendant or defendant's attorney, and that no additional promise,
13 understanding, or agreement may be entered into unless in a writing
14 signed by all parties or on the record in court.

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1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
8 CALIFORNIA

9 SANDRA R. BROWN
Acting United States Attorney

10 *Patricia A. Donahue*
PATRICIA A. DONAHUE

Date 9/15/2017

11 Assistant United States Attorney
12 *Cassandra Alexander*
CASSANDRA ALEXANDER

Date 8/28/17

13 Defendant
14 *J. Tooson*
J. TOOSON


Date 8/28/17

15 Attorney for Defendant CASSANDRA
16 ALEXANDER

17 CERTIFICATION OF DEFENDANT

18 I have read this agreement in its entirety. I have had enough
19 time to review and consider this agreement, and I have carefully and
20 thoroughly discussed every part of it with my attorney. I understand
21 the terms of this agreement, and I voluntarily agree to those terms.
22 I have discussed the evidence with my attorney, and my attorney has
23 advised me of my rights, of possible pretrial motions that might be
24 filed, of possible defenses that might be asserted either prior to or
25 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
26 of relevant Sentencing Guidelines provisions, and of the consequences
27 of entering into this agreement. No promises, inducements, or
28 representations of any kind have been made to me other than those

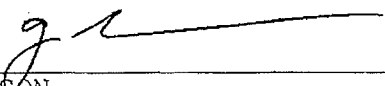
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charges and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7 
8 CASSANDRA ALEXANDER
9 Defendant

8/28/17
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am CASSANDRA ALEXANDER's attorney. I have carefully and
12 thoroughly discussed every part of this agreement with my client.
13 Further, I have fully advised my client of her rights, of possible
14 pretrial motions that might be filed, of possible defenses that might
15 be asserted either prior to or at trial, of the sentencing factors
16 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
17 provisions, and of the consequences of entering into this agreement.
18 To my knowledge: no promises, inducements, or representations of any
19 kind have been made to my client other than those contained in this
20 agreement; no one has threatened or forced my client in any way to
21 enter into this agreement; my client's decision to enter into this
22 agreement is an informed and voluntary one; and the factual basis set
23 forth in this agreement is sufficient to support my client's entry of
24 a guilty plea pursuant to this agreement.

25 
26 J. TOOSON
27 Attorney for Defendant CASSANDRA
28 ALEXANDER

8/20/17
Date

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CASSANDRA ALEXANDER,

Defendant.

CR No. 17-

I N F O R M A T I O N

[18 U.S.C. § 666(a)(1)(A): Theft
From Organization Receiving
Federal Funds]

The Acting United States Attorney charges:

[18 U.S.C. § 666(a)(1)(A)]

1. The City of Glendale, California ("Glendale") was a local government located within Los Angeles County that received Federal assistance benefits in excess of \$10,000 for each of the years 2001 through 2017 under a Federal program.

2. At all times relevant to this Information, defendant CASSANDRA ALEXANDER ("ALEXANDER") was an agent of Glendale employed in the position of Claims and Litigation Support Supervisor at the Glendale City Attorney's Office.

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PD

1 3. As part of her duties, defendant ALEXANDER was responsible
2 for assembling "Settlement Packets," which contained records
3 memorializing the settlement of claims brought against Glendale for
4 personal injury or property damage, including the documents showing
5 that an assistant City Attorney and the City Council had approved the
6 settlement and payment to the claimant. Defendant ALEXANDER was also
7 responsible for submitting the Settlement Packets to the City
8 Attorney's Office Finance Department for issuance of checks payable
9 to the claimants. The Settlement Packets included a "Request for
10 Demand" form, which authorized the Finance Department to issue the
11 check payable to the claimant in the approved amount. Defendant
12 ALEXANDER had authority to sign the Request for Demand form, without
13 limit as to the amount. Defendant also had the authority to take
14 possession of the checks issued by the Finance Department, for the
15 purpose of providing the checks to claimants' attorneys.

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1 4. Beginning in or about July 2001, and continuing through on
2 or about March 2017, in Los Angeles County, within the Central
3 District of California, defendant ALEXANDER knowingly and willfully
4 embezzled, stole, and obtained by fraud approximately \$692,764.84 in
5 funds owned by, and under the care, custody, and control of Glendale.

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9 SANDRA R. BROWN
 Acting United States Attorney

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12 LAWRENCE S. MIDDLETON
 Assistant United States Attorney
 Chief, Criminal Division

13
14 MACK E. JENKINS
 Assistant United States Attorney
 Chief, Public Corruption & Civil
 Rights Section

15
16 PATRICIA A. DONAHUE
 Assistant United States Attorney
 Public Corruption & Civil Rights
 Section

CERTIFICATE OF SERVICE

I, Sandy Ear, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on September 21, 2017, I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of:

Plea Agreement for Defendant Cassandra Alexander

service was:

- | | |
|--|--|
| <input type="checkbox"/> Placed in a closed envelope for collection and inter-office delivery, addressed as follows: | <input checked="" type="checkbox"/> Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows: |
| <input type="checkbox"/> By hand delivery, addressed as follows: | <input type="checkbox"/> By facsimile, as follows: |
| <input type="checkbox"/> By messenger, as follows: | <input type="checkbox"/> By Federal Express, as follows: |

J. Tooson
Lessem Newstat & Tooson
4515 Sherman Oaks Ave.
Sherman Oaks, CA 91403

at his/her last known address, at which place there is a delivery service by United States mail.

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This Certificate is executed on September 21, 2017, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

/ s /

SANDY EAR
Legal Assistant