

July 2, 2019

THE STATE BAR OF CALIFORNIA  
 OFFICE OF CHIEF TRIAL COUNSEL  
 KEVIN TAYLOR, No. 151715  
 180 Howard Street  
 San Francisco, California 94105-1639  
 Telephone: (415) 538-2000

STATE BAR COURT  
 CLERK'S OFFICE  
 LOS ANGELES

## Public Matter

IN THE STATE BAR COURT OF THE STATE BAR OF CALIFORNIA

IN THE MATTER OF THE	)	Case No. SBC-19-C-30317
CONVICTION OF:	)	
	)	Transmittal of Records of Conviction of Attorney (Bus. & Prof.
<b>JACKIE P. FERRARI,</b>	)	Code §§ 6101-6102; Cal. Rules of Court, rule 9.5 et seq.)
<b>No. 276560</b>	)	
	)	(OCTC Case No. 19-C-10394)
	)	
A Member of the State Bar	)	<input checked="" type="checkbox"/> Felony;
	)	<input checked="" type="checkbox"/> Crime(s) involved moral turpitude;
	)	<input type="checkbox"/> Probable cause to believe the crime(s) involved moral
	)	turpitude;
	)	<input type="checkbox"/> Crime(s) which may or may not involve moral turpitude or
	)	other misconduct warranting discipline;
	)	<input type="checkbox"/> Transmittal of Notice of Finality of Conviction.

To the CLERK OF THE STATE BAR COURT:

1. Transmittal of records.

- ☒ A. Pursuant to the provisions of Business and Professions Code, section 6101-6102 and California Rules of Court, rule 9.5 et seq., the Office of Chief Trial Counsel transmits a certified copy of the record of convictions of the following member of the State Bar and for such consideration and action as the Court deems appropriate:
- ☐ B. Notice of Appeal
- ☐ C. Evidence of Finality of Conviction
- ☐ D. Other

Name of Member: Jackie P. Ferrari

Date member admitted to practice law in California: June 1, 2011

Member's Address of Record: Ferrari Law Office

9202 Chaney Ave

Downey, CA 90240-2921

2. Date and court of conviction; offense(s).

The record of conviction reflects that the above-named member of the State Bar was convicted as follows:

Date of entry of conviction: June 24, 2019

Convicting court: U.S. District Court, Central District of California

Case number(s): 19CR00248

Crime(s) of which convicted and classification(s): Violation of 21 U.S.C. §841(a)(1), (b)(1)(C), knowing distribution of Oxycodone, one count, a felony (subdivision (b)(1)(C) provides for imprisonment of 20 years, a felony per 18 U.S.C. 3559(3)) involving moral turpitude as a matter of law (*In re Leardo* (1991) 53 Cal.3d 1, 10 [distribution of heroin and cocaine involves moral turpitude]).

☒ 3. Compliance with Rule 9.20. (Applicable only if checked.)

We bring to the Court's attention that, should the Court enter an order of interim suspension herein, the Court may wish to require the above-named member to comply with the provisions of rule 9.20, California Rules of Court, paragraph (a), within 30 days of the effective date of any such order; and to file the affidavit with the Clerk of the State Bar Court provided for in paragraph (c) of rule 9.20 within 40 days of the effective date of said order, showing the member's compliance with the provisions of rule 9.20.

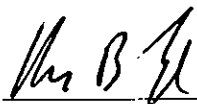
☐ 4. Other information to assist the State Bar Court

DOCUMENTS TRANSMITTED:

Certified copy of the Information  
Certified copy of the Plea Agreement  
Certified copy of Criminal Minutes

THE STATE BAR OF CALIFORNIA  
OFFICE OF CHIEF TRIAL COUNSEL

DATED: July 2, 2019

BY:   
Kevin B. Taylor  
Senior Trial Counsel

A copy of this transmittal and its  
Attachments have been sent to:

Jackie P. Ferrari  
Ferrari Law Office  
9202 Chaney Ave  
Downey, CA 90240-2921

FILED

2019 APR 22 AM 11:18  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES  
BY: \_\_\_\_\_

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JACKIE FERRARI,

Defendant.

CR No. **19 CR 00248 -MWF**  
I N F O R M A T I O N  
[21 U.S.C. §§ 841(a)(1),  
(b)(1)(C): Distribution of  
Oxycodone]

The United States Attorney charges:

[21 U.S.C. §§ 841(a)(1), (b)(1)(C)]

On or about January 10, 2019, in Los Angeles County, within the  
Central District of California, defendant JACKIE FERRARI knowingly

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1 and intentionally distributed oxycodone, a Schedule II narcotic drug  
2 controlled substance.

3 NICOLA T. HANNA  
4 United States Attorney

5 

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

8 CAROL A. CHEN  
9 Assistant United States Attorney  
Chief, Organized Crime Drug  
10 Enforcement Task Force Section

11 BENJAMIN R. BARRON  
Assistant United States Attorney  
12 Deputy Chief, Organized Crime Drug  
Enforcement Task Force Section

13 A. CARLEY PALMER  
14 Assistant United States Attorney  
Organized Crime Drug Enforcement  
15 Task Force Section

I hereby attest and certify on 6/25/19  
that the foregoing document is a full, true  
and correct copy of the original on file in  
my office, and in my legal custody.

CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
Rose Henderson  
DEPUTY CLERK



1203

FILED

1 NICOLA T. HANNA  
United States Attorney  
2 LAWRENCE S. MIDDLETON  
Assistant United States Attorney  
3 Chief, Criminal Division  
BENJAMIN R. BARRON (Cal. Bar No. 257094)  
4 Assistant United States Attorney  
Deputy Chief, OCDEF Section  
5 1400 United States Courthouse  
312 North Spring Street  
6 Los Angeles, California 90012  
Telephone: (213) 894-3542  
7 Facsimile: (213) 894-0142  
E-mail: ben.barron@usdoj.gov  
8

2019 APR 22 AM 11:11

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: \_\_\_\_\_

9 Attorneys for Plaintiff  
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 JACKIE FERRARI,

16 Defendant.

No. CR-19-

19CR00248 -

PLEA AGREEMENT FOR DEFENDANT  
JACKIE FERRARI

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

1 attached to this agreement as Exhibit A or a substantially similar  
2 form, which charge defendant with distribution of oxycodone, in  
3 violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C).

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

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

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

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

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

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant lacks the ability to pay and  
18 prior to sentencing submits a completed financial statement on a form  
19 to be provided by the USAO.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

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

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

25 c. Except for criminal tax violations (including  
26 conspiracy to commit such violations chargeable under 18 U.S.C.  
27 § 371), not further criminally prosecute defendant for violations of  
28 federal law arising out of defendant's conduct described in the

1 agreed-to factual basis herein. Defendant understands that the USAO  
2 is free to criminally prosecute defendant for any other unlawful past  
3 conduct or any unlawful conduct that occurs after the date of this  
4 agreement. Defendant agrees that at the time of sentencing the Court  
5 may consider the uncharged conduct in determining the applicable  
6 Sentencing Guidelines range, the propriety and extent of any  
7 departure from that range, and the sentence to be imposed after  
8 consideration of the Sentencing Guidelines and all other relevant  
9 factors under 18 U.S.C. § 3553(a).

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

16 NATURE OF THE OFFENSE

17 4. Defendant understands that for defendant to be guilty of  
18 the crime charged in the single-count information, that is,  
19 distribution of oxycodone, in violation of Title 21, United States  
20 Code, Sections 841(a)(1), (b)(1)(C), the following must be true:  
21 First, defendant knowingly distributed a controlled substance,  
22 namely, oxycodone; and second, defendant knew that it was oxycodone  
23 or some other prohibited drug.

24 PENALTIES

25 5. Defendant understands that the statutory maximum sentence  
26 that the Court can impose for a violation of Title 21, United States  
27 Code, Sections 841(a)(1), (b)(1)(C), is: 20 years imprisonment; a  
28 lifetime period of supervised release; a fine of \$1,000,000 or twice



1 the gross gain or gross loss resulting from the offense, whichever is  
2 greatest; and a mandatory special assessment of \$100. Defendant  
3 understands that the Court must impose a term of supervised release  
4 that is not less than three years.

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

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

20 8. Defendant understands that, by pleading guilty, defendant  
21 may be giving up valuable government benefits and valuable civic  
22 rights, such as the right to vote, the right to possess a firearm,  
23 the right to hold office, and the right to serve on a jury.  
24 Defendant understands that once the court accepts defendant's guilty  
25 plea, it will be a federal felony for defendant to possess a firearm  
26 or ammunition. Defendant understands that the conviction in this  
27 case may also subject defendant to various other collateral  
28 consequences, including but not limited to revocation of probation,

1 parole, or supervised release in another case and suspension or  
2 revocation of a professional license. Defendant understands that any  
3 unanticipated collateral consequences will not serve as grounds to  
4 withdraw defendant's guilty plea. For example, defendant understands  
5 and agrees that defendant will not be able to withdraw defendant's  
6 guilty plea based on any consequence to defendant's law license,  
7 anticipated or otherwise, stemming from this matter.

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

18 FACTUAL BASIS

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

1       Beginning on a date unknown, and continuing to not later than  
2 January 18, 2019, defendant sold oxycodone to black market customers  
3 based on coded advertisements that defendant placed on the website  
4 Craigslist. For example, on September 14, 2018, defendant posted a  
5 coded advertisement offering 30-mg oxycodone pills (antique foxy roxy  
6 dolls" with "blue shorts and other blue outfits" and "clothing size  
7 30") for \$30 each, and in which defendant informed customers that  
8 they would be required to ingest a pill to verify that they are not  
9 law enforcement: "First time we meet, I will ask you to take one in  
10 front of me. Any method is acceptable. If you won't do this, I cannot  
11 selling to you. No exceptions. This allows you to find out that  
12 they're real from pharm and hopefully I can feel rest assured that  
13 you're not 5-0. Sound good??"

14       In January 2019, one of defendant's oxycodone customers ("CS-1")  
15 began cooperating with law enforcement. After CS-1 began  
16 cooperating, he/she exchanged text messages with defendant to set up  
17 a new oxycodone transaction. On January 10, 2019, in Beverly Hills,  
18 California, defendant met with CS-1, where defendant gave CS-1 50  
19 pills of 30-mg oxycodone in exchange for \$1,200.

20       Soon afterward, CS-1 set up another oxycodone transaction with  
21 defendant. On January 18, 2019, in Beverly Hills, defendant met with  
22 CS-1 to deliver to him 180 pills of 30-mg oxycodone in exchange for  
23 approximately \$4,100. However, defendant was arrested by  
24 investigating agents before meeting with her supplier to acquire the  
25 180 pills of oxycodone.

26       In total, defendant sold not less than 1,000 pills of 30-mg  
27 oxycodone to black market customers.

28

SENTENCING FACTORS

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

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

Base Offense Level:	24	U.S.S.G. § 2D1.1(c)(8)
Internet Marketing:	+2	U.S.S.G. § 2D1.1(b)(7)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. However, the USAO agrees not to seek a variance for abuse of trust under U.S.S.G. § 3B1.3.

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

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

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1                                    WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

6                    c. The right to be represented by counsel -- and if  
7 necessary have the court appoint counsel -- at trial. Defendant  
8 understands, however, that, defendant retains the right to be  
9 represented by counsel -- and if necessary have the court appoint  
10 counsel -- at every other stage of the proceeding.

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

14                   e. The right to confront and cross-examine witnesses  
15 against defendant.

16                   f. The right to testify and to present evidence in  
17 opposition to the charges, including the right to compel the  
18 attendance of witnesses to testify.

19                   g. The right not to be compelled to testify, and, if  
20 defendant chose not to testify or present evidence, to have that  
21 choice not be used against defendant.

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

25                                    WAIVER OF APPEAL OF CONVICTION

26            16. Defendant understands that, with the exception of an appeal  
27 based on a claim that defendant's guilty plea was involuntary, by  
28 pleading guilty defendant is waiving and giving up any right to

1 appeal defendant's conviction on the offense to which defendant is  
2 pleading guilty. Defendant understands that this waiver includes,  
3 but is not limited to, arguments that the statute to which defendant  
4 is pleading guilty is unconstitutional, and any and all claims that  
5 the statement of facts provided herein is insufficient to support  
6 defendant's plea of guilty.

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 17. Defendant agrees that, provided the Court imposes a total  
9 term of imprisonment on all counts of conviction of no more than 46  
10 months, defendant gives up the right to appeal all of the following:  
11 (a) the procedures and calculations used to determine and impose any  
12 portion of the sentence; (b) the term of imprisonment imposed by the  
13 Court; (c) the fine imposed by the court, provided it is within the  
14 statutory maximum; (d) to the extent permitted by law, the  
15 constitutionality or legality of defendant's sentence, provided it is  
16 within the statutory maximum; (e) the term of probation or supervised  
17 release imposed by the Court, provided it is within the statutory  
18 maximum; and (f) any of the following conditions of probation or  
19 supervised release imposed by the Court: the conditions set forth in  
20 General Order 18-10 of this Court; the drug testing conditions  
21 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
22 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

23 18. The USAO agrees that, provided all portions of the sentence  
24 are at or below the statutory maximum specified above and (b) the  
25 Court imposes a term of imprisonment of no less than 37 months, the  
26 USAO gives up its right to appeal any portion of the sentence.

27 ///

1                   RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17                   EFFECTIVE DATE OF AGREEMENT

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

21                   BREACH OF AGREEMENT

22           21. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

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

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

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

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

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



1 evidence derived from the statements should be suppressed or are  
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

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

10 24. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 12 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 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 any contemporaneous agreement or addendum signed by all parties,  
11 there are no promises, understandings, or agreements between the USAO  
12 and defendant or defendant's attorney, and that no additional  
13 promise, understanding, or agreement may be entered into unless in a  
14 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. 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.

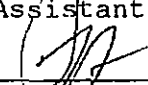
AGREED AND ACCEPTED

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


NICOLA T. HANNA  
United States Attorney

  
BENJAMIN R. BARRON  
Assistant United States Attorney

4/21/19  
Date

  
JACKIE FERRARI  
Defendant

4/18/19  
Date


  
TARIQ KHERO  
Attorney for Defendant Ferrari

4/18/19  
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

1 representations of any kind have been made to me other than those  
2 contained in this agreement or in an agreement signed by all parties  
3 or on the record in court. No one has threatened or forced me in any  
4 way to enter into this agreement. I am satisfied with the  
5 representation of my attorney in this matter, and I am pleading  
6 guilty because I am guilty of the charges and wish to take advantage  
7 of the promises set forth in this agreement, and not for any other  
8 reason.

9   
10 JACKIE FERRARI  
11 Defendant

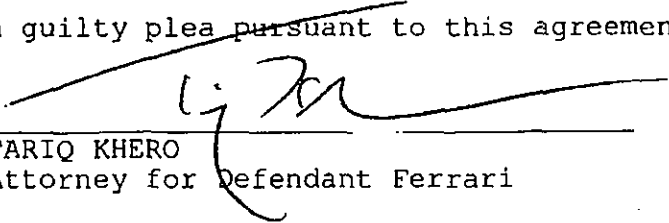
4/18/19  
Date

12 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25 ///

1 agreement is an informed and voluntary one; and the factual basis set  
2 forth in this agreement is sufficient to support my client's entry of  
3 a guilty plea pursuant to this agreement.

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5 TARIQ KHERO  
6 Attorney for Defendant Ferrari

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Date 4/18/19

# EXHIBIT A

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8 UNITED STATES DISTRICT COURT  
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 JACKIE FERRARI,

14 Defendant.

CR No. 19-

I N F O R M A T I O N

[21 U.S.C. §§ 841(a)(1),  
(b)(1)(C): Distribution of  
Oxycodone]

15  
16 The United States Attorney charges:

17 [21 U.S.C. §§ 841(a)(1), (B)(1)(C)]

18 On or about January 10, 2019, in Los Angeles County, within the  
19 Central District of California, defendant JACKIE FERRARI knowingly

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1 and intentionally distributed oxycodone, a Schedule II narcotic drug  
2 controlled substance.

3 NICOLA T. HANNA  
4 United States Attorney

5  
6 LAWRENCE S. MIDDLETON  
7 Assistant United States Attorney  
Chief, Criminal Division

8 CAROL A. CHEN  
9 Assistant United States Attorney  
Chief, Organized Crime Drug  
Enforcement Task Force Section

10 BENJAMIN R. BARRON  
11 Assistant United States Attorney  
12 Deputy Chief, Organized Crime Drug  
Enforcement Task Force Section



I hereby attest and certify on 6-25-79  
that the foregoing document is a full, true  
and correct copy of the original on file in  
my office, and in my legal custody.

CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
Rose Henderson  
DEPUTY CLERK



1203

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES -- GENERAL

Case No. 19-CR-00248-MWF

Dated: June 24, 2019

=====

**PRESENT: HONORABLE MICHAEL W. FITZGERALD, U.S. DISTRICT JUDGE**

Susan Tovar  
Courtroom Deputy

Miranda Algorri  
Court Reporter

Carly Palmer  
Asst. U.S. Attorney

Interpreter

=====

U.S.A. vs (Dfts listed below)

=====

Attorneys for Defendants

1) Jackie Ferrari  
bond

1) Tariq A. Khero  
present, retained

**PROCEEDINGS: GUILTY PLEA**

Case called, and counsel make their appearance.

Defendant is sworn. Plea agreement is filed April 22, 2019. The plea agreement is incorporated and made a part of this proceeding.

**The Court questions the defendant regarding the Waiver of Indictment, and finds that defendant's Waiver of Indictment is knowingly and voluntarily made, and it is accepted by the Court. Waiver of Indictment executed by defendant is filed.**

Defendant enters a plea of Guilty to Count one of the Information.

The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea. The Court finds that the defendant, Jackie Ferrari, has entered her plea freely and voluntarily with a full understanding of the charges against her and the consequences of her plea. The Court finds that defendant understands her constitutional and statutory rights and wishes to waive them.

The Court refers the defendant to the Probation Office for the preparation of a pre-sentence report and continues the matter to **October 21, 2019 at 3:00 pm**, for sentencing. The

defendant is ordered to return on this date.

**Counsel are notified that Federal Rule of Criminal Procedure 32 requires the parties to notify the Probation Officer, and each other, of any objections to the Presentence Report within fourteen (14) days of receipt. Alternatively, counsel may file such objections not later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Any party intending to move for a continuance of the Sentencing shall, not later than noon on the Monday preceding the Sentencing, notify opposing counsel and the Courtroom Deputy. Strict compliance with the above is mandatory because untimely filings interfere with the Court's preparation for Sentencing. Failure to meet these deadlines is grounds for sanctions.**

cc: PSA  
USPO

I hereby attest and certify on 6-25-19  
that the foregoing document is a full, true  
and correct copy of the original on file in  
my office, and in my legal custody.

CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
Ron Anderson  
DEPUTY CLERK



1203

**DECLARATION OF SERVICE BY CERTIFIED MAIL**

**CASE NUMBER: 19-C-10394**

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 180 Howard Street, San Francisco, California 94105, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of San Francisco, on the date shown below, a true copy of the within

**TRANSMITTAL OF RECORDS OF CONVICTION OF ATTORNEY, including:**

**Certified copy of the Information  
Certified copy of the Plea Agreement  
Certified copy of Criminal Minutes**

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 9414 7266 9904 2093 9435 28, at San Francisco, on the date shown below, addressed to:


**Jackie P Ferrari  
Ferrari Law Office  
9202 Chaney Ave  
Downey, CA 90240-2921**

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

**N/A**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California, on the date shown below.

**DATED: July 2, 2019**

Signed:   
Ina M. Strehle  
Declarant