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9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 UNITED STATES OF AMERICA,

12
13 Plaintiff,

14 v.

15 BRUNO SUAREZ-SOTO (2),

16
17 Defendant.

Case No.: 20-CR-1215-CAB

Date: April 30, 2021

Time: 9:30 a.m.

The Honorable Cathy Ann Bencivengo

**UNITED STATES' SENTENCING
MEMORANDUM**

18
19 **TO: Donald Levine, Attorney for Defendant BRUNO SUAREZ-SOTO**

20 The UNITED STATES OF AMERICA, by and through its counsel, RANDY
21 GROSSMAN, Acting United States Attorney, Nicholas W. Pilchak, Assistant U.S.
22 Attorney, and Ryan R. Crosswell, Trial Attorney, hereby files its Sentencing
23 Memorandum.

24 **I.**

25 **INTRODUCTION**

26 Defendant Bruno Suarez-Soto and his confederate David Romero used their
27 public positions for their personal gain, to demand and obtain bribes in exchange for
28 conducting City business. Suarez-Soto and Romero—the Mayor *Pro Tem* of the City

1 Bruno Suarez-Soto was appointed in about December 2019 or January 2020 to
2 Calexico’s Economic Development and Financial Advisory Committee.

3 California state law has legalized the use and (under certain circumstances) the
4 distribution of marijuana, which remains a prohibited controlled substance under
5 federal law. Part of the state regime gives local jurisdictions control over whether to
6 allow commercial cannabis activities inside their boundaries. Under state law, the City
7 of Calexico has approved ordinances providing for permits for commercial cannabis
8 activities in the City. Businesses wishing to engage in these activities inside the City
9 must apply for these permits, in addition to passing state licensing requirements. The
10 FBI began a public corruption investigation in the City of Calexico based on complaints
11 from residents about local government officials demanding or accepting bribes in
12 exchange for preferred treatment as part of the application process for these permits,
13 and other applications being stymied for refusing to pay the requested bribes.

14 **A. Suarez-Soto & Romero Demand \$35,000 Bribe At First Meeting**

15 To determine whether Romero and Suarez-Soto were indeed soliciting and
16 demanding bribes, the FBI set up an undercover operation. The two men met with an
17 undercover agent (the UC) at a Calexico restaurant on December 19, 2019. Romero
18 excused himself near the beginning of the meeting—apparently so that Suarez-Soto
19 could outline the terms of the proposed arrangement outside of his presence. Suarez-
20 Soto stressed to the UC how many people were applying for cannabis dispensary
21 permits, and pointed out that the issue would be getting the UC’s application in the
22 queue: the line of applicants waiting for City approval.

23 Suarez-Soto then told the UC that the UC’s application would need at least three
24 votes from the Calexico City Council, and added, “that’s where David Romero comes
25 in.” Suarez-Soto explained that he had a “team” that could help with the UC’s
26 application. He pointed out that “there’s obviously a cost to it” “but it would include
27 all the processing with the city,” which he would guarantee, and “it guarantees you . . .
28 a top spot in the queue, let’s just say that; we’ll say it like that.”

1 After the restaurant meeting concluded, the UC and Suarez-Soto walked out to
2 the parking lot. While they waited for Romero to return, Suarez-Soto told the UC, “we
3 can do everything, I mean what I’m saying is put you in the queue, push you to number
4 one, that’s not an issue with David [Romero].” Suarez-Soto explained that the cost of
5 engaging the “team” on all of these issues would be “around thirty-five thousand.” He
6 immediately added that “I mean, it’s, you’re guaranteed. There isn’t gonna be any, you
7 know what [*Spanish expression for ‘bullshit’*]—none of that bullshit.”

8 Romero walked up and asked, “Good to go?” apparently to confirm that Suarez-
9 Soto and the UC had discussed the expected terms for his assistance. Suarez-Soto
10 agreed. The UC asked, “the number, is that a set number or is it gonna move around?”
11 Romero asked, “Which one?” Suarez-Soto replied, “I would say it’s set but you know
12 what I mean but again once we go more into detail, we could see how we could
13 negotiated but right now I say it’s set.” He immediately added, “But I mean again it’s
14 guaranteed. You know what I mean, it’s gonna be the real bullshit, yeah we’re not
15 gonna like disappear, you know what I mean?” Romero interjected “I can’t. I’m Mayor
16 *Pro Tem*. In July, I’ll be Mayor. If anything I ran based on this platform—which is
17 cannabis.”

18 The UC asked the two men again what he would be getting for his \$35,000:
19 “[T]his...thirty-five: that will get us to the front of the line?” Suarez Soto responded,
20 “Hell yeah.” At the same moment, Romero said “I didn’t want to say it in front of
21 everybody, but it will.” Romero added that, “There’s people that are already on queue
22 that are pulling off and I could just push it forward because I can just say this and that,
23 and some CUPs [conditional use permits] have been revoked, I can revoke CUPs if I
24 want to [*Romero and Suarez Soto laugh*] there’s a couple that are already on the fucking
25 they’re are on the, the . . .” Suarez Soto chimed in: “Shit list.” By these comments,
26 Suarez-Soto and Romero seemed to offer to reject or delay the submissions of other
27 applicants—in all likelihood, non-bribe-paying applicants—to ensure favorable
28 treatment for the UC. A moment later, Romero urged the UC to get his application (and

1 his payment) in soon “because the closer you are [to the front of the queue], the easier
2 it is for me to be able to manipulate that.”

3 Before concluding, the UC asked again for assurances that it was “guaranteed,”
4 and Suarez Soto responded, “Of course, of course.” The UC pressed, “it’s not gonna
5 move, it’s not gonna go from thirty-five to forty?” Both men strenuously denied that,
6 with Romero adding:

7 Nah, nah, nah, that’s what I’m saying it’s not gonna be like, oh by the way,
8 you want to push a little faster, nah! This is done. Set and sealed—we
9 won’t ask for anything else. But the only thing is we do ask... we work
10 for so many other people and when we have everything ready for them,
11 “oh by the way guys I don’t have the finances ready.” I burn favors, I burn,
12 you know I pull certain strings that and you know I got to wait till they ...
straighten up again so that’s the only reason why, but we don’t change any
of our prices. That’s why we talk about it before hand and we set it all up.

13 After agreeing with both men that the bribe could be paid in two installments, the UC
14 told the pair, “Let’s get this started.” Suarez Soto added that, “This isn’t our first rodeo.”

15 **B. At Second Meeting, Suarez-Soto & Romero Suggest Manipulating City Hall.**

16 The UC met again with Suarez-Soto and Romero at an El Centro restaurant on
17 January 9, 2020. At the conclusion of the meeting, the UC paid the pair \$17,500 in cash
18 in two envelopes in the parking lot outside.¹

19 During the dinner meeting, Romero emphasized how hard it was to work with
20 the City. He added “thankfully I’m part of the City, which will make it easier, at least
21 you know at the municipal level.” When Romero got up from the table, Suarez Soto
22 took the opportunity to point out “the benefit of having him [Romero] part of it, because
23 there is gonna be red tape but it’s gonna be red tape that we would have regardless. You
24 know what I mean? [And] He’s gonna get rid of so much bullshit tape that exists, that’s
25 just gonna fast track everything.” The UC clarified that, with their agreement in place,
26

27 ¹ This cash has not been recovered by law enforcement and is the basis for the
28 agreed-upon forfeiture.

1 “it’s just a matter of checking the boxes.” Suarez Soto agreed, “It’s just literally just
2 checking the boxes turning in the paperwork, and we’re good.”

3 When Romero returned to the table, the UC tried to nail down the details of
4 what would happen once he filed his application. Romero responded that he would
5 clarify the process after going over the checklist with the City tomorrow, and added:

6 **Romero:** Oh trust me, you’re good with my guy.

7 **UC:** Okay, okay.

8 **Romero:** And our planning guy [*laughs*] [*unintelligible*]

9 **Suarez-Soto:** Let’s just say the people that have to approve your license...

10 **Romero:** They’re my best friends at the entire City Hall.

11 **UC:** Have they approved it already?

12 **Romero:** Fuck yeah! [*everyone laughs*]

13 Discussing the approval process for the application, Romero added another
14 benefit: “I’ll tell you this, your real estate agent, slash, property manager, is your
15 planning commissioner.” The UC sought to clarify whether the \$35,000 payment would
16 handle all of these services: “the thirty-five will handle, planning, planning and all
17 that?” Suarez-Soto responded, “Yeah, that handles—” Romero interjected,
18 “Everything. It handles all of our services. Which includes everything we just talked
19 about.”

20 After dinner, in the parking lot, the UC handed Romero and Suarez-Soto \$17,500
21 in cash: half of the agreed-upon \$35,000 bribe. The cash was split into two envelopes;
22 one for each man. Romero took a step back when the UC handed over the envelopes,
23 so that they were physically passed only to Suarez-Soto. When the UC asked whether
24 “you guys want to count it,” Romero responded “We trust you.” The UC asked, “We’re
25 good, right?” Romero replied “Trust me—where I’m at, in my line of business, I can’t
26 fuck up. Which means he [Suarez-Soto] can’t fuck up.”

1 **C. At Third Meeting, Suarez-Soto & Romero Lie To FBI Agents.**

2 Suarez-Soto and Romero met with the UC a final time on January 30, 2020, at an
3 El Centro restaurant. During the dinner meeting, Romero again assured the UC that he
4 would protect the priority of the UC's application: "What I can do, is that, we can do,
5 is, pretty much I can talk to Planning, and make sure to put everybody else on hold... I
6 can pretty much make sure to put everyone else on hold—but you." Once again,
7 Romero apparently promised to delay the applications of non-bribe-paying applicants
8 in order to ensure that the UC's application made the cut.

9 At the conclusion of the meeting, the UC paid the second half of the cash bribe
10 to both men, and again Suarez-Soto accepted both envelopes of cash. The UC reiterated
11 that his "only concern was, that no one jumps in front of us." Romero replied "No!
12 Nope. . . . You're gonna get your—you know. We'll hook you up."

13 At that point, FBI agents and task force officers approached the group, identified
14 themselves, and proceeded to interview everyone separately. During Suarez-Soto's
15 interview, he was warned that lying to federal officers was a crime. Nevertheless, he
16 made a series of false statements. Suarez-Soto claimed that his services as part of his
17 arrangement with the UC were limited to consulting services. More concretely, Suarez-
18 Soto specifically denied that anyone provided guarantees to the UC in connection with
19 his application. Suarez-Soto did admit that the UC had agreed to pay him a fee, but
20 claimed that the fee was merely for his consulting services and assistance with getting
21 the business set up. Suarez-Soto also falsely claimed that the agreed-upon fee was only
22 \$25,000, and he denied receiving any prior payments from the UC.

23 Romero was also advised that it was a crime to lie to federal agents. He
24 nevertheless told interviewing agents that the UC's arrangement was between the UC
25 and Suarez-Soto, and that Romero was not a party to it. Romero denied having any
26 involvement in the arrangement beyond helping the UC understand the steps for a
27 cannabis permit application and the associated paperwork. He claimed that the deal
28 with the UC was going to be conducted through Suarez-Soto's consulting firm, RS

1 Global Solutions LLC.² Romero told the agents that there was nothing difficult about
2 getting a permit from the City. He also denied that the UC had made any prior
3 payments—saying “we never even got to that.” Romero denied knowing what was in
4 the envelopes that the UC had handed over moments ago, and denied even seeing the
5 envelopes. Finally, Romero squarely denied that anyone had provided the UC with a
6 guarantee about his application.

7 **IV.**

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **A. Guidelines Calculations.**

10 ***1. Introduction***

11 The parties have agreed to jointly recommend the following guidelines
12 calculations:

13	Base offense level [USSG § 2C1.1(a)(1)]	14
14	Amount of bribe (\$35,000)	+4
15	[USSG §§ 2C.1.(b)(2) & 2B1.1(b)(1)(G)]	
16	Elected official [USSG § 2C1.1(b)(3)]	+4
17	Acceptance of responsibility [USSG § 3E1.1]	-3

18 Based on the parties’ plea agreement, and for the reasons set out below, the Court should
19 follow these recommended guidelines. Based on the seriousness of the offense, the
20 Court should decline to depart further.

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25 ² In their plea agreements, Romero and Suarez-Soto admitted that they created RS
26 Global Solutions LLC as a shell entity in May 2019 in order to receive payments made
27 by individuals seeking to do business in Calexico. Romero admitted that he controlled
28 RS Global together with Suarez-Soto, even though another person was listed as a straw
owner of the entity alongside Suarez-Soto.

1 **2. No role adjustment is appropriate.**

2 Suarez-Soto previously sought a reduction for minor role, but this is unwarranted
3 by the facts of this case. *See* ECF No. 30.³ Although he doesn't say with whom his
4 role should be compared, presumably Suarez-Soto argues that his role was minor
5 compared to *Romero's*. But he provides the Court with no facts upon which to make
6 this determination, and it is his burden to establish minor role by a preponderance of the
7 evidence. *See United States v. Toro-Barboza*, 673 F.3d 1136, 1154 (9th Cir. 2012). His
8 request should be denied on this basis alone.

9 But even briefly considering the facts of the offense, Suarez-Soto's request for
10 minor role should also be denied on the merits. A defendant seeking this adjustment
11 must show that he was "substantially less culpable than the average participant." *See*
12 USSG § 3B1.2 cmt. n. 3(A). In making this determination, the Court is directed to
13 consider a range of factors. *Id.* at cmt. n. 3(C). Suarez-Soto's conduct weighs against
14 finding minor role on every one of the five listed factors.

15 First, Suarez-Soto clearly understood "the scope and structure of the criminal
16 activity." In fact, he was the first one to walk the UC through it at their initial meeting—
17 apparently to provide Romero with a fig leaf of plausible deniability after he excused
18 himself from the dinner table. Second, Suarez-Soto planned and organized the criminal
19 activity as a full partner with Romero, as shown by their text messages discussing the
20 meeting in advance and conversing about the amount of the bribe. Furthermore, Suarez-
21 Soto was one of the two principal agents of the shell company set up to receive bribe
22 proceeds months earlier. Third, Suarez-Soto executed decision-making authority
23 jointly with Romero, as shown by their co-equal participation in the conversations with
24 the UC about the details of the bribery enterprise. Fourth, Suarez-Soto was an active
25 participant throughout the scheme—indeed, there was not a single aspect of the bribery
26

27 ³ Suarez-Soto's amended sentencing summary chart lists no role reduction, so it is
28 possible that this argument is withdrawn. *See* ECF No. 42.

1 endeavor in which he was *not* directly involved. Fifth, although the precise split of the
2 proceeds between them is uncertain, it is clear that Suarez-Soto stood to financially
3 benefit from the crime. For example, he personally accepted delivery of the cash bribe
4 on both occasions. Likewise, in text messages between Romero and Suarez-Soto after
5 the first bribe payment, Romero wrote to Suarez-Soto “This was OUR deal bro . . . we
6 can’t be giving our money away.” These are not the actions of even a junior partner in
7 the endeavor; together, they show that Suarez-Soto was an equal participant with
8 Romero, and that no minor role adjustment would be appropriate.

9 **3. No departure for aberrant behavior is warranted.**

10 Suarez-Soto seeks a departure for aberrant behavior, but this is inappropriate both
11 under the guidelines and the facts of this case. *See* ECF No. 29, 42. The sentencing
12 guidelines provide for a downward departure “only if the defendant committed a single
13 criminal occurrence or single criminal transaction that (1) was committed without
14 significant planning; (2) was of limited duration; and (3) represents a marked deviation
15 by the defendant from an otherwise law-abiding life.” USSG § 5K2.20(b). Suarez-
16 Soto’s argument focuses entirely on the third point, eliding the first two. In truth, this
17 offense constituted a well-planned scheme that was only a part of defendant’s wider
18 attempts to extract bribes in connection with his and Romero’s offices in City
19 government.

20 First, this offense alone involved significant planning. Suarez-Soto and Romero
21 presented a fully-baked bribery scheme to the UC at their first meeting, reflecting that
22 they had planned out how to extract a lucrative bribe from the “investor” even before
23 their first encounter. (Indeed, text messages between the defendants demonstrate that
24 they schemed about the amount of the bribe demand and other details before their first
25 sit-down.) Moreover, Suarez-Soto and a close family member of Romero’s
26 incorporated a shell entity seven months earlier that Romero tried to tell agents was
27 involved in the bribery arrangement. In fact, as they acknowledged in their plea
28

1 agreements, the two men had intended to use the shell company as a vehicle for bribe
2 proceeds months before soliciting the bribe from the UC in December 2019.

3 Moreover, this offense itself was not “of limited duration.” It took place over
4 two months—from December 2019 until the end of January 2020—involving three in-
5 person meetings as well as numerous calls and text messages. The guidelines
6 commentary for the aberrant behavior provision explains that “[r]epetitious or
7 significant, planned behavior does not meet [its] requirements.” USSG § 5K2.21 cmt.
8 n. 2. It gives the example of a fraud scheme, which would not qualify because it
9 “usually involves repetitive acts, rather than a single occurrence or single criminal
10 transaction, and significant planning.” So too here.

11 Finally, even the third factor tells against awarding this departure. While Suarez-
12 Soto has no other criminal history (and of course receives credit for that fact in the
13 application of the guidelines’ criminal history rules), the charged incident of bribery
14 was by his own admission “not his first rodeo.” As he admitted in his plea agreement,
15 the bribe accepted from the UC was “not the first bribe payment that [he and Romero]
16 accepted as part of this scheme.” Far from aberrant behavior, the charged offense seems
17 to have been part of Romero and Suarez-Soto’s standard playbook.

18 **B. The Sentencing Factors.**

19 **1. The need for punishment and to reflect the seriousness of the offense.**

20 This was a very serious offense that justifies a term of imprisonment as
21 punishment. The bribery scheme between Suarez-Soto, Romero and the UC was about
22 as straightforward and brazen as possible. At their first meeting, the pair solicited a
23 bribe, making clear that it was in exchange for Romero’s official action as a City public
24 official. In furtherance of the bribery scheme, Romero even volunteered to thwart the
25 submissions filed by other applicants in order to ensure favorable treatment for the UC’s
26 application.

27 This nakedly corrupt dealing totally subverts the honest functioning of local
28 government that the residents of the City of Calexico have a right to expect from their

1 public officials. Before even seeing the UC's application, Suarez-Soto and Romero
2 guaranteed it. They didn't know whether it would be a better or worse proposal than
3 any other application tendered to the City, or whether it would even meet the City's
4 minimum requirements. All Suarez-Soto and Romero knew was that the application
5 was stapled to a \$35,000 bribe. But that was enough.

6 The scheme was premeditated and planned, and executed in a series of steps. For
7 one thing, Romero and Suarez-Soto had a shell consulting entity (registered months
8 earlier to a family member of Romero's) which seemed to exist specifically to launder
9 the proceeds of such a scheme.⁴ The actual negotiations with the UC took place over a
10 series of hour-plus meetings spanning about six weeks. According to Romero's
11 representations, following through on the scheme would have involved his coordinating
12 and directing the activities of other individuals at City Hall, which he was more than
13 willing to do in exchange for his unlawful fee.

14 The seriousness of the offense was also aggravated by Suarez-Soto and Romero's
15 decision to lie about it when confronted by FBI agents. Caught red-handed accepting
16 envelopes of cash in a parking lot, both men still stuck to the cover story that the deal
17 was a legitimate consulting arrangement—even after being advised that lying to the
18 federal agents would constitute a separate crime.

19 Finally, Suarez-Soto and Romero demonstrated by the boldness of their demand
20 that they were confident that they could simply demand a bribe without being caught.
21 Why? Evidently because they had done it before. In Suarez-Soto's own words: this
22 wasn't their first rodeo. The two men seemed to believe that that was how City business
23 was done, and they were simply doing it again. This dramatically underscores the
24 seriousness of the offense and the need for punishment.

25
26 ⁴ In fact, when Romero was pressed about the details of the arrangement during
27 his overt FBI interview, he tried to interject the consulting firm (claiming the true deal
28 was between the UC and Suarez-Soto's firm) as a way to insert an extra layer of
plausible deniability between himself and the dirty deal.

1 Suarez-Soto and Romero weren't entrapped by a wily undercover agent who
2 enticed them to make a deal they otherwise wouldn't have made. They were exposed
3 by an FBI operation that recorded them making a demand for a bribe that they otherwise
4 could have plausibly denied or palmed off as an unsavory (but perhaps technically not
5 criminal) "consulting" arrangement—just as they actually tried to do when confronted
6 by agents in this case. The fact that this was not Suarez-Soto and Romero's "first rodeo"
7 further supports the need for a serious sentence for this conduct.

8 **2. The need for deterrence and to promote respect for the law.**

9 The Court must also consider whether the sentence it fashions will promote
10 deterrence and respect for the law. A non-custodial sentence here will do neither.
11 Sentencing the defendants to probation, or house arrest,⁵ will tell other public figures
12 that they have little to lose from extorting their own constituents for bribes in exchange
13 for performance of their official duties. Such crimes are difficult to detect and
14 prosecute, and they dissolve the public's trust in their government in a uniquely
15 pernicious way—especially when the corruption is as shameless as the crime uncovered
16 in this case. When these crimes are discovered, citizens have a right to expect that
17 corrupt officials will be treated severely, to deter others from embarking on the same
18 path. The Court should not miss that opportunity here by imposing a sentence lower
19 than the one called for under the guidelines.

20 **C. Forfeiture.**

21 Suarez-Soto has agreed to forfeit \$17,500 jointly and severally with Romero.
22 This money represents the first installment of the bribe paid to both men in cash, which
23 has not yet been recovered. It is forfeitable as property that constitutes or is derived
24 from proceeds traceable to the offense of conviction. *See* 18 U.S.C. § 981(a)(1)(C).

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26 ⁵ House arrest is a particularly inapt punishment during the ongoing global
27 pandemic, when much of the population has spent months under variously severe
28 restrictions on their activities outside the home.

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V.

CONCLUSION

For the reasons stated above, the United States respectfully requests that this Court impose a sentence of 30 months in custody to be followed by three years of supervised release. The parties also jointly recommend forfeiture of \$17,500.

DATED: April 23, 2021

Respectfully submitted,

RANDY GROSSMAN
Acting United States Attorney

/s/ Nicholas W. Pilchak
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