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8
9 IN THE UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
12
13 Plaintiff,
14 v.
15 ESTHER ANDRADE OLSON,
16 Defendant.

CASE NO. 5:23-MJ-00017-CDB
PLEA AGREEMENT
DATE: TBD
TIME: TBD
COURT: TBD

17 I. INTRODUCTION

18
19 A. Scope of Agreement.

20 The Information in this case charges the defendant, Esther Andrade Olson, with one count of
21 embezzlement by a credit union employee in violation of 18 U.S.C. § 657. This document contains the
22 complete Plea Agreement between the United States Attorney’s Office for the Eastern District of
23 California and the defendant regarding this case. This Plea Agreement is limited to the United States
24 Attorney’s Office for the Eastern District of California (hereinafter, the “government”) and cannot bind
25 any other federal, state, or local prosecuting, administrative, or regulatory authorities.

26 B. Court Not a Party.

27 The Court is not a party to this Plea Agreement. Sentencing is a matter solely within the
28 discretion of the Court, and the Court may take into consideration any and all facts and circumstances

1 concerning the criminal activities of the defendant. This includes activities that may not have been
2 charged in the Information. The Court is under no obligation to accept any recommendations made by
3 the parties, and the Court may in its discretion impose any sentence it deems appropriate up to and
4 including the statutory maximum stated in this Plea Agreement.

5 If the Court should impose any sentence up to the maximum established by the statute, the
6 defendant cannot, for that reason alone, withdraw her guilty plea and she will remain bound to fulfill all
7 of the obligations under this Plea Agreement. The defendant agrees the prosecutor, defense counsel, or
8 the Court cannot make a binding prediction or promise regarding the sentence she receives.

9 **II. DEFENDANT'S OBLIGATIONS**

10 **A. Guilty Plea.**

11 The defendant will plead guilty to one count of embezzlement by a credit union employee in
12 violation of 18 U.S.C. § 657. The defendant agrees that she is in fact guilty of this crime and that the
13 facts set forth in the Factual Basis for Plea attached as Exhibit A are accurate.

14 The defendant agrees that this Plea Agreement will be filed with the Court and become a part of
15 the record in this case. The defendant agrees that she will not be allowed to withdraw her guilty plea
16 should the Court not follow the government's sentencing recommendations.

17 The defendant agrees that the statements made by her in signing this Plea Agreement, including
18 the factual admissions set forth in the factual basis, shall be admissible and useable against the defendant
19 by the government in any subsequent criminal or civil proceedings even if the defendant fails to enter a
20 guilty plea pursuant to this Plea Agreement. The defendant waives any rights under Fed. R. Crim. P.
21 11(f) and Fed. R. Evid. 410 to the extent that these rules are inconsistent with this paragraph or with this
22 Plea Agreement generally.

23 The defendant agrees that, under the United States Constitution, she is entitled to be indicted by a
24 grand jury on the charge to which she is pleading guilty. Pursuant to Fed. R. Crim. P. 7(b), she also
25 agrees to waive any and all rights she has to being prosecuted by way of indictment to the charge set
26 forth in the Information. She will sign a waiver of prosecution by Indictment and consent to proceeding
27 by Information.

1 **B. Restitution.**

2 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
3 certain offenses. The defendant agrees that her conduct is governed by the Mandatory Restitution Act
4 pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii) and agrees to pay the full amount of restitution to all victims
5 affected by this offense. The amount of restitution will not exceed \$65,000.

6 The defendant will not sell, encumber, transfer, convey, or otherwise dispose of any of her assets
7 without prior written consent of the United States Attorney except that the defendant may sell, transfer,
8 or convey personal property, including used vehicles and personal items but not financial instruments or
9 ownership interests in business entities, with an aggregate value of less than \$5,000, until her restitution
10 is satisfied. The defendant also agrees that any payment schedule or plan set by the Court is merely a
11 minimum and does not foreclose the government from collecting all criminal monetary penalties at any
12 time through all available means. Finally, the defendant agrees that she will not seek to discharge any
13 restitution obligation in a bankruptcy proceeding. The government will provide payment instructions to
14 the defendant.

15 **C. Fine.**

16 The parties agree that no fine is appropriate.

17 **D. Special Assessment.**

18 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
19 a check or money order, payable to the United States District Court, to the United States Probation
20 Office before the sentencing hearing. She also agrees that this Plea Agreement is voidable at the option
21 of the government if she fails to pay the assessment prior to that hearing.

22 **E. Violation of Plea Agreement and Withdrawal of Plea.**

23 If the defendant, cooperating or not, violates this Plea Agreement in any way, withdraws her
24 plea, or tries to withdraw her plea, this Plea Agreement is voidable at the option of the government. If
25 the government voids the Plea Agreement based on the defendant's violation, the government will no
26 longer be bound by its representations to the defendant concerning the limits on criminal prosecution
27 and sentencing as set forth herein. A defendant violates a plea agreement by committing any crime or
28 providing or procuring any statement or testimony that is knowingly false, misleading, or materially

1 incomplete in any litigation or sentencing process in this case, or engaging in any post-plea conduct
2 constituting obstruction of justice. Varying from stipulated United States Sentencing Guidelines
3 (“USSG”) application or agreements regarding arguments as set forth in this Plea Agreement, personally
4 or through counsel, also constitutes a violation of the Plea Agreement. The government will have the
5 right to prosecute the defendant on the count to which she pleaded guilty and file any new charges that
6 would otherwise be barred by this Plea Agreement. The defendant shall thereafter be subject to
7 prosecution for any federal criminal violation of which the government has knowledge. The decision to
8 pursue any or all of these options is solely in the discretion of the government.

9 By signing this Plea Agreement, the defendant agrees to waive any objections, motions, and
10 defenses that she may have to the government’s decision. Any prosecutions that are not time-barred by
11 the applicable statute of limitations as of the date of this Plea Agreement may be commenced in
12 accordance with this paragraph notwithstanding the expiration of the statute of limitations between the
13 signing of this Plea Agreement and the commencement of any such prosecutions. The defendant also
14 agrees not to raise any objections based on the passage of time with respect to such counts including, but
15 not limited to, any statutes of limitation or the Speedy Trial Act or Speedy Trial Clause of the Sixth
16 Amendment. The determination whether the defendant violated the Plea Agreement will be by a
17 probable cause standard.

18 In addition, all statements made by the defendant to the government or other designated law
19 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
20 whether before or after this Plea Agreement, shall be admissible in evidence in any criminal, civil, or
21 administrative proceedings hereafter brought against the defendant. The defendant shall assert no claim
22 under the United States Constitution, any statute, Fed. R. Crim. P. 11(f), Fed. Rule Evid. 410, or any
23 other federal rule, that statements made by her before or after this Plea Agreement, or any leads derived
24 therefrom, should be suppressed. By signing this Plea Agreement, the defendant waives any and all
25 rights in the foregoing respects.

26 **F. Forfeiture**

27 The parties agree that no forfeiture is appropriate in this case.
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1 **G. Asset Disclosure.**

2 The defendant agrees to make a full and complete disclosure of her assets and financial
3 condition, and she will complete the government's Authorization to Release Information and Financial
4 Affidavit within five weeks from the entry of her change of plea. This includes supporting
5 documentation. The defendant also agrees to have the Court enter an order to this effect. Finally, the
6 defendant agrees that if she fails to complete truthfully and provide the described documentation to the
7 government within the allotted time, she will be considered in violation of the Plea Agreement and the
8 government shall be entitled to the remedies in section II.E.

9 **III. GOVERNMENT'S OBLIGATIONS**

10 **A. Other Charges.**

11 The government agrees not to bring any other charges arising from the conduct outlined in the
12 Factual Basis for Plea except if this Plea Agreement is voided or as provided in paragraphs II.E
13 (Violation of Plea Agreement and Withdrawal of Plea), VI.B (Stipulated USSG Calculations), and VII.C
14 (Waiver of Appeal and Collateral Attack).

15 **B. Recommendations.**

16 The government will recommend a two-level reduction if the offense level is less than 16 or a
17 three-level reduction if the offense level reaches 16 in the computation of the defendant's offense level if
18 she demonstrates acceptance of responsibility for her conduct as defined in USSG § 3E1.1. This
19 includes the defendant meeting with and assisting the probation officer in the preparation of the pre-
20 sentence report, being truthful and candid with the probation officer, and not otherwise engaging in
21 conduct that constitutes obstruction of justice within the meaning of USSG § 3C1.1 either in the
22 preparation of the pre-sentence report or during the sentencing proceeding.

23 **C. Use of Information for Sentencing.**

24 The government is free to provide full and accurate information to the Court and the United
25 States Probation Office, including answering any inquiries and rebutting any inaccurate statements that
26 are made. The defendant agrees that nothing in this Plea Agreement bars the government from
27 defending on appeal or collateral review of any sentence that the Court may impose.

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1 **IV. ELEMENTS OF THE OFFENSE**

2 At a trial, the government would have to prove beyond a reasonable doubt the following
3 elements to convict the defendant of embezzlement by a credit union employee in violation of 18 U.S.C.
4 § 657:

- 5 1. The defendant was an employee of a credit union;
6 2. The credit union holds accounts that are insured by the National Credit Union
7 Administration Board;
8 3. The defendant knowingly and willfully embezzled funds belonging to the credit
9 union, or entrusted to its care, in excess of \$1,000; and
10 4. The defendant acted with the intent to injure and defraud the credit union.

11 The defendant fully understands the nature and elements of the crime charged in the Information to
12 which she is pleading guilty, together with the possible defenses thereto, and has discussed them with
13 her attorney.

14 **V. MAXIMUM SENTENCE**

15 **A. Maximum Penalty.**

16 The maximum sentence that the Court can impose is thirty years of incarceration, a fine of
17 \$1,000,000, five years of supervised release, and a special assessment of \$100. By signing this Plea
18 Agreement, the defendant agrees that the Court can order the payment of restitution for the full loss
19 caused by the defendant's wrongful conduct. The defendant also agrees that the restitution order is not
20 restricted to the amounts alleged in the specific count to which she is pleading guilty.

21 **B. Supervised Release Violations.**

22 The defendant agrees that if she violates a condition of supervised release at any time during the
23 term of supervised release, the Court may revoke the term of supervised release and require her to serve
24 up to three additional years of imprisonment.

25 **VI. SENTENCING DETERMINATION**

26 **A. Statutory Authority.**

27 The defendant agrees that the Court must consult the USSG and determine a non-binding and
28 advisory sentencing range for this case, and consider these factors when determining a final sentence.

1 The defendant further agrees that the Court will consider whether there is a basis for departure from the
2 sentencing range, either above or below the sentencing range, because there exists an aggravating or
3 mitigating circumstance of a kind, or to a degree, not adequately taken into consideration in formulating
4 the USSG. Finally, the defendant agrees that the Court, after consultation and consideration of the
5 USSG, must impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

6 **B. Stipulated USSG Calculations.**

7 The government and the defendant agree that there is no material dispute as to the following
8 USSG variables and therefore stipulate to the following:

- 9 1. Criminal History: The parties estimate, but do not stipulate, that the defendant's
10 criminal history category will be I.
- 11 2. Base Offense Level: 7;
- 12 3. Loss Amount, including relevant conduct: +6 (over \$40,000 but under \$95,000)
- 13 4. Abuse of Position of Trust: +2;
- 14 5. Acceptance of Responsibility: -2;
- 15 6. Zero-point offender: The parties estimate, but do not stipulate, that the defendant
16 will receive an additional -2 reduction because she will be deemed a zero-point
17 offender under the 2023 amendments to the USSG
- 18 7. Departures or Other Enhancements or Reductions:

19 The parties agree that they will not seek or argue in support of any other specific offense
20 characteristics, Chapter Three adjustments other than the decrease for acceptance of responsibility,
21 departures, or cross-references except that the government may move for a departure or adjustment
22 under USSG § 3C1.1 because of the defendant's post-plea obstruction of justice.

23 8. Parties' Sentencing Recommendation:

24 Pursuant to 18 U.S.C. § 3553(a), the parties will recommend that the defendant be sentenced to a
25 term of imprisonment that is two months below the low-end of the applicable USSG ranged as
26 determined by the Court, five years of supervised release, and full restitution.

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1 **VII. WAIVERS**

2 **A. Waiver of Constitutional Rights.**

3 The defendant agrees that by pleading guilty she is waiving the following constitutional rights:
4 (1) to plead not guilty and to persist in that plea if already made, (2) to be tried by a jury, (3) to be
5 assisted at trial by an attorney, who would be appointed if necessary, (4) to pursue any affirmative
6 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
7 conviction, and other pretrial motions that have been filed or could be filed, (5) to subpoena witnesses to
8 testify on her behalf, (6) to confront and cross-examine witnesses against her, and (7) not to be
9 compelled to incriminate herself.

10 **B. Waiver of Appeal and Collateral Attack.**

11 The defendant agrees that the law gives her a right to appeal her guilty plea, conviction, and
12 sentence. The defendant also agrees as part of her plea, however, to give up the right to appeal the
13 guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not exceed the
14 statutory maximum for the offense to which she is pleading guilty. Finally, the defendant agrees that
15 this waiver includes, but is not limited to, any and all constitutional or legal challenges to the conviction
16 and guilty plea, including arguments that the statute to which she is pleading guilty is unconstitutional,
17 and any and all claims that the statement of facts attached to this Plea Agreement is insufficient to
18 support her guilty plea. The defendant specifically gives up the right to appeal any order of restitution
19 that the Court may impose.

20 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
21 the sentence imposed by the District Court exceeds the statutory maximum or the government appeals
22 the sentence in the case. The defendant agrees that these circumstances occur infrequently and that in
23 almost all cases this Plea Agreement constitutes a complete waiver of all appellate rights.

24 In addition, regardless of the sentence the defendant receives, she also gives up any right to bring
25 a collateral attack, including a motion under 28 U.S.C. §§ 2255 or 2241, challenging any aspect of the
26 guilty plea, conviction, or sentence, except for non-waivable claims.

27 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
28 attempts to vacate her plea, dismiss the underlying charge, or modify or set aside her sentence on the

1 count to which she is pleading guilty, the government shall have the rights set forth in Section II.E.

2 **C. Waiver of Attorneys' Fees and Costs.**

3 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
4 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
5 investigation and prosecution of all charges in the above-captioned matter and of any related allegations.

6 **D. Impact of Plea on Defendant's Immigration Status.**

7 The defendant recognizes that pleading guilty may have consequences with respect to her
8 immigration status if she is not a citizen of the United States. Under federal law, a broad range of
9 crimes are removable offenses, including the offense to which the defendant is pleading guilty.
10 Removal and other immigration consequences are the subject of a separate proceeding, however, and
11 defendant agrees that no one, including her attorney or the Court, can predict to a certainty the effect of
12 her conviction on her immigration status. Defendant nevertheless affirms that she wants to plead guilty
13 regardless of any immigration consequences that her plea may entail, even if the consequence is her
14 automatic removal from the United States.

15 **VIII. ENTIRE PLEA AGREEMENT**

16 Other than this Plea Agreement, no agreement, understanding, promise, or condition between the
17 government and the defendant exists, nor will such agreement, understanding, promise, or condition
18 exist unless it is committed to in writing and signed by the defendant, counsel for the defendant, and
19 counsel for the government.

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IX. APPROVALS AND SIGNATURES

A. Defense Counsel:

I have read this Plea Agreement and have discussed it fully with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this Plea Agreement.

Dated: 08.15.2023



MICHAEL BERDINELLA
Attorney for Esther Olson

B. Defendant:

I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the USSG that may apply to my case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement. In addition, no one has threatened or forced me in any way to enter into this Plea Agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 8/15/2023



ESTHER ANDRADE OLSON
Defendant

C. Attorney for United States:

I accept and agree to this Plea Agreement on behalf of the government.

Dated: August 15, 2023

PHILLIP A. TALBERT
United States Attorney



CHAN HEE CHU
Assistant United States Attorney

EXHIBIT A

FACTUAL BASIS FOR PLEA

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3 The defendant, Esther Olson, was a longtime employee of Credit Union # 1 in the State and
4 Eastern District of California and the credit union's accounts were insured by the National Credit Union
5 Administration Board at all relevant times. From July through August 2022, Ms. Olson embezzled over
6 \$1,000 in funds that belonged to, or otherwise entrusted to the care of, Credit Union # 1.

7 Specifically, Ms. Olson was the assistant branch manager for a Credit Union # 1 branch in Tulare
8 County, State and Eastern District of California, and made unauthorized cash withdrawals totaling over
9 \$60,000 from the accounts of four victims who were credit union members. Ms. Olson generally made
10 the unauthorized cash withdrawals by bringing up the victims' accounts while she was assisting other
11 credit union members who were physically in front of her at the teller window to make it appear as
12 though she had legitimate reasons to access Credit Union # 1's cash stores. Ms. Olson also made some
13 of the unauthorized cash withdrawals after business hours when the Credit Union # 1's branch was
14 closed. Ms. Olson made the unauthorized cash withdrawals in this manner to conceal her misconduct
15 from others, and she was able to make the withdrawals because she was an assistant branch manager
16 who enjoyed significant discretion.

17 When confronted by Credit Union # 1's investigators about the unauthorized cash withdrawals,
18 Ms. Olson lied and told them that the withdrawals were authorized by the victims for various reasons,
19 including that the victims were remodeling their homes. At the same time, however, she told a
20 colleague, "I know how this goes. I'm done," and then abruptly resigned from her position at Credit
21 Union # 1. Ms. Olson sent most of the money that she stole on TikTok to an individual out of state with
22 hundreds of thousands of followers on TikTok. This was all in violation of 18 U.S.C. § 657.

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