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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 MARK ROY ANDERSON,

16 Defendant.

No. CR 23-255-FLA
 No. CR 23-255(A)-FLA

PLEA AGREEMENT FOR DEFENDANT
MARK ROY ANDERSON

17
 18 1. This constitutes the plea agreement between MARK ROY
 19 ANDERSON ("defendant") and the United States Attorney's Office for
 20 the Central District of California (the "USAO") in the above-
 21 captioned cases arising from the investigation of defendant for
 22 investment fraud related to Harvest Farm Group, Bio Pharma Organic
 23 LLC ("Bio Pharma") and Verta Bottling Company Inc. ("Verta
 24 Bottling"). This agreement is limited to the USAO and cannot bind
 25 any other federal, state, local, or foreign prosecuting, enforcement,
 26 administrative, or regulatory authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear, and plead guilty to count one of the
3 indictment in United States v. MARK ROY ANDERSON, CR No. 23-255-FLA,
4 which charges defendant with wire fraud, in violation of 18 U.S.C.
5 § 1343.

6 b. Give up the right to indictment by a grand jury and,
7 at the earliest opportunity requested by the USAO and provided by the
8 Court, appear and plead guilty to a one-count supplemental
9 information in United States v. MARK ROY ANDERSON, CR No. 23-255(A)-
10 FLA, in the form attached to this agreement as Exhibit A or a
11 substantially similar form, which charges defendant with wire fraud,
12 in violation of 18 U.S.C. § 1343.

13 c. Admit all the allegations in the Amended Petition for
14 Probation and Supervised Release, filed on August 14, 2023, alleging
15 violations of defendant's term of supervised release in United States
16 v. Mark Roy Anderson, 2:11-CR-199-PA.

17 d. Not contest facts agreed to in this agreement.

18 e. Abide by all agreements regarding sentencing contained
19 in this agreement.

20 f. Appear for all court appearances, surrender as ordered
21 for service of sentence, obey all conditions of any bond, and obey
22 any other ongoing court order in these matters.

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

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

1 i. Pay the applicable special assessments at or before
2 the time of sentencing unless defendant has demonstrated a lack of
3 ability to pay such assessments.

4 j. Defendant agrees that any and all criminal debt
5 ordered by the Court will be due in full and immediately. The
6 government is not precluded from pursuing, in excess of any payment
7 schedule set by the Court, any and all available remedies by which to
8 satisfy defendant's payment of the full financial obligation,
9 including referral to the Treasury Offset Program.

10 k. Complete the Financial Disclosure Statement on a form
11 provided by the USAO and, within 30 days of defendant's entry of a
12 guilty plea, deliver the signed and dated statement, along with all
13 of the documents requested therein, to the USAO by either email at
14 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
15 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
16 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
17 criminal debt shall be assessed based on the completed Financial
18 Disclosure Statement and all required supporting documents, as well
19 as other relevant information relating to ability to pay.

20 l. Authorize the USAO to obtain a credit report upon
21 returning a signed copy of this plea agreement.

22 m. Consent to the USAO inspecting and copying all of
23 defendant's financial documents and financial information held by the
24 United States Probation and Pretrial Services Office.

25 3. Defendant further agrees:

26 a. To forfeit all right, title, and interest in and to
27 any and all monies, properties, and/or assets of any kind, derived
28 from or acquired as a result of, or used to facilitate the commission

1 of, or involved in the illegal activity to which defendant is
2 pleading guilty, specifically including, but not limited to, the
3 following:

4 i. Real property commonly known as 544 Gorham Road,
5 Ojai, CA 93023 (APN 028-0-112-030), or proceeds of any sale thereof;

6 ii. One 1969 Chevrolet Camaro Z28, VIN
7 124379N624123;

8 iii. One 1955 Chevrolet 210 2S, VIN B55B197122;

9 iv. One 1955 Chevrolet Series 3100, VIN VH255L010900

10 v. One 2020 Ford Explorer, VIN 1FM5K8GC0LGA40214;

11 vi. One 2023 Ford Explorer, VIN 1FM5K8GC0PGA29851;

12 vii. One 2008 Ferrari F430, VIN ZFFEW59A980160517;

13 viii. One 1966 Lincoln Continental, VIN 6Y86G425033;

14 ix. One 2006 Dynamic Phantom Pro Street, VIN
15 1D9HW29676L520009;

16 x. One 2020 Ford F150, VIN 1FTEW1CPXLFB48225;

17 xi. One 1996 Ford, VIN 1FTEX15H9TKA31701;

18 xii. One 1989 Ford Ranger, VIN 1FTCR14T3KPA82703;

19 xiii. One 1929 Ford Model A, VIN AA1367040;

20 xiv. One 1965 Pontiac Grand Prix, VIN 2376757131509;

21 xv. One 1968 Ford Mustang GT, VIN 8T02S12952900537;

22 xvi. One 2017 Ford, VIN 1FM5K7D85HGA61772; and

23 xvii. Bottling equipment obtained from Riviera
24 Beverages LLC and/or sold to Renegade Manufacturing Group LLC
25 (collectively, the "Forfeitable Property").

26 b. To the Court's entry of an order of forfeiture at or
27 before sentencing with respect to the Forfeitable Property and to the
28 forfeiture of the assets.

1 c. That the Preliminary Order of Forfeiture shall become
2 final as to the defendant upon entry.

3 d. To take whatever steps are necessary to pass to the
4 United States clear title to the Forfeitable Property, including,
5 without limitation, the execution of a consent decree of forfeiture
6 and the completing of any other legal documents required for the
7 transfer of title to the United States.

8 e. Not to contest any administrative forfeiture
9 proceedings or civil judicial proceedings commenced against the
10 Forfeitable Property. If defendant submitted a claim and/or petition
11 for remission for all or part of the Forfeitable Property on behalf
12 of himself or any other individual or entity, defendant shall and
13 hereby does withdraw any such claims or petitions, and further agrees
14 to waive any right he may have to seek remission or mitigation of the
15 forfeiture of the Forfeitable Property. Defendant further waives any
16 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

17 f. Not to assist any other individual in any effort
18 falsely to contest the forfeiture of the Forfeitable Property.

19 g. Deliver to the undersigned Assistant United States
20 Attorney, within fourteen (14) calendar days of defendant's execution
21 of this plea agreement, a notarized release in the form of Exhibit B,
22 attached hereto, executed by Ruth Kemper, of her and the Ojai Family
23 Irrevocable Trust's rights to contest the forfeiture of the
24 Forfeitable Property.

25 h. Not to claim that reasonable cause to seize the
26 Forfeitable Property was lacking.

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28

1 i. To prevent the transfer, sale, destruction, or loss of
2 the Forfeitable Property to the extent defendant has the ability to
3 do so.

4 j. To fill out and deliver to the USAO a completed
5 financial statement listing defendant's assets on a form provided by
6 the USAO.

7 k. That forfeiture of Forfeitable Property shall not be
8 counted toward satisfaction of any special assessment, fine,
9 restitution, costs, or other penalty the Court may impose.

10 l. That with respect to any criminal forfeiture ordered
11 as a result of this plea agreement, defendant waives: (1) the
12 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
13 regarding notice of the forfeiture in the charging instrument,
14 announcements of the forfeiture at sentencing, and incorporation of
15 the forfeiture in the judgment; (2) all constitutional and statutory
16 challenges to the forfeiture (including by direct appeal, habeas
17 corpus or any other means); and (3) all constitutional, legal, and
18 equitable defenses to the forfeiture of the Forfeitable Property in
19 any proceeding on any grounds including, without limitation, that the
20 forfeiture constitutes an excessive fine or punishment. Defendant
21 acknowledges that the forfeiture of the Forfeitable Property is part
22 of the sentence that may be imposed in this case and waives any
23 failure by the Court to advise defendant of this, pursuant to Federal
24 Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts
25 defendant's guilty plea.

26 THE USAO'S OBLIGATIONS

27 4. The USAO agrees to:

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

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

3 c. At the time of sentencing, move to dismiss the
4 remaining counts of the indictment. Defendant agrees, however, that
5 at the time of sentencing the Court may consider any dismissed
6 charges in determining the applicable Sentencing Guidelines range,
7 the propriety and extent of any departure from that range, and the
8 sentence to be imposed.

9 d. At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offenses up to
11 and including the time of sentencing: (1) recommend a two-level
12 reduction in the applicable Sentencing Guidelines offense level,
13 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move
14 for an additional one-level reduction if available under that
15 section; and (2) recommend that the sentence in this case be ordered
16 to run concurrent with any sentence imposed in United States v. Mark
17 Roy Anderson, 2:11-CR-199-PA, for violations of the terms of
18 supervise release in that case.

19 e. Except for criminal tax violations (including
20 conspiracy to commit such violations chargeable under 18 U.S.C.
21 § 371), not further criminally prosecute defendant for violations of
22 18 U.S.C. §§ 1341, 1343, 1344, 1956, and 1957 arising out of
23 defendant's conduct described in the agreed-to factual basis set
24 forth in Exhibit C. Defendant understands that the USAO is free to
25 criminally prosecute defendant for any other unlawful past conduct or
26 any unlawful conduct that occurs after the date of this agreement.
27 Defendant agrees that at the time of sentencing the Court may
28 consider the uncharged conduct in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any
2 departure from that range, and the sentence to be imposed after
3 consideration of the Sentencing Guidelines and all other relevant
4 factors under 18 U.S.C. § 3553(a).

5 NATURE OF THE OFFENSES

6 5. Defendant understands that for defendant to be guilty of
7 the crime charged in count one of the indictment and in the single
8 count in the supplemental information, that is, wire fraud, in
9 violation of Title 18, United States Code, Section 1343, the
10 following must be true:

11 First, the defendant knowingly participated in or devised a
12 scheme or plan to defraud, or a scheme or plan for obtaining money or
13 property by means of false or fraudulent pretenses, representations,
14 or promises;

15 Second, the statements made as part of the scheme were material;
16 that is, they had a natural tendency to influence, or were capable of
17 influencing, a person to part with money or property;

18 Third, the defendant acted with the intent to defraud, that is,
19 the intent to deceive and cheat; and

20 Fourth, the defendant used, or caused to be used, an interstate
21 wire communication to carry out or attempt to carry out an essential
22 part of the scheme.

23 PENALTIES AND RESTITUTION

24 6. Defendant understands that the statutory maximum sentence
25 that the Court can impose for each violation of Title 18, United
26 States Code, Section 1343, is: 20 years' imprisonment; a 3-year
27 period of supervised release; a fine of \$250,000 or twice the gross
28

1 gain or gross loss resulting from the offense, whichever is greatest;
2 and a mandatory special assessment of \$100.

3 7. Defendant understands, therefore, that the total maximum
4 sentence for all offenses to which defendant is pleading guilty is:
5 40 years' imprisonment; a 3-year period of supervised release; a fine
6 of \$500,000 or twice the gross gain or gross loss resulting from the
7 offenses, whichever is greatest; and a mandatory special assessment
8 of \$200.

9 8. Defendant understands that defendant will be required to
10 pay full restitution to the victims of the offenses to which
11 defendant is pleading guilty. Defendant agrees that, in return for
12 the USAO's compliance with its obligations under this agreement, the
13 Court may order restitution to persons other than the victims of the
14 offenses to which defendant is pleading guilty and in amounts greater
15 than those alleged in the counts to which defendant is pleading
16 guilty. In particular, defendant agrees that the Court may order
17 restitution to any victim of any of the following for any losses
18 suffered by that victim as a result: (a) any relevant conduct, as
19 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
20 defendant is pleading guilty; and (b) any counts dismissed and
21 charges not prosecuted pursuant to this agreement as well as all
22 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
23 those counts and charges. The parties currently believe that the
24 applicable amount of restitution is approximately \$18,376,150.01,
25 including approximately \$8,779,521.88 for Harvest Farm Group
26 investors and \$9,596,628.13 for Verta Bottling and Bio Pharma
27 investors and purchasers, but the parties recognize and agree that
28 this amount could change based on facts that come to the attention of

1 the parties prior to sentencing. The Court will also order
2 forfeiture of the property listed in count one of the indictment and
3 supplemental information pursuant to 18 U.S.C. § 981(a)(1)(C), 28
4 U.S.C. § 2461(c) or substitute assets up to the value of that
5 property.

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

15 10. Defendant understands that, by pleading guilty, defendant
16 may be giving up valuable government benefits and valuable civic
17 rights, such as the right to vote, the right to possess a firearm,
18 the right to hold office, and the right to serve on a jury. Defendant
19 understands that he is pleading guilty to a felony and that it is a
20 federal crime for a convicted felon to possess a firearm or
21 ammunition. Defendant understands that the convictions in this case
22 may also subject defendant to various other collateral consequences,
23 including but not limited to revocation of probation, parole, or
24 supervised release in another case and suspension or revocation of a
25 professional license. Defendant understands that unanticipated
26 collateral consequences will not serve as grounds to withdraw
27 defendant's guilty pleas.

28

SENTENCING FACTORS

13. 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 crimes of conviction.

14. Defendant and the USAO agree to the two counts of conviction group under U.S.S.G. § 3D1.2(d), and the following applicable Sentencing Guidelines factors apply:

Base Offense Level:	7	[U.S.S.G. § 2B1.1(a)(1)(A)]
Specific Offense Characteristics		
Loss greater than \$9,500,000 and less than \$25,000,000	+20	[U.S.S.G. § 2B1.1(b)(1)(K)]
Victim Adjustment	+2	[U.S.S.G. § 2B1.1(b)(2)]
Sophisticated Means	+2	[U.S.S.G. § 2B1.1(b)(10)]

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

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

1 i. Understanding that the government has in its
2 possession digital devices and/or digital media seized from
3 defendant, defendant waives any right to the return of digital data
4 contained on those digital devices and/or digital media and agrees
5 that if any of these digital devices and/or digital media are
6 returned to defendant, the government may delete all digital data
7 from those digital devices and/or digital media before they are
8 returned to defendant.

9 WAIVER OF APPEAL OF CONVICTION

10 18. Defendant understands that, with the exception of an appeal
11 based on a claim that defendant's guilty pleas were involuntary, by
12 pleading guilty defendant is waiving and giving up any right to
13 appeal defendant's convictions on the offenses to which defendant is
14 pleading guilty. Defendant understands that this waiver includes,
15 but is not limited to, arguments that the statute to which defendant
16 is pleading guilty is unconstitutional, and any and all claims that
17 the statement of facts provided herein is insufficient to support
18 defendant's pleas of guilty.

19 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

20 19. Defendant agrees that, provided the Court imposes a term of
21 imprisonment ³¹ within or below the range corresponding to an offense
22 level of ~~36~~ and the criminal history category calculated by the
23 Court, defendant gives up the right to appeal all of the following:
24 (a) the procedures and calculations used to determine and impose any
25 portion of the sentence; (b) the term of imprisonment imposed by the
26 Court; (c) the fine imposed by the Court, provided it is within the
27 statutory maximum; (d) to the extent permitted by law, the
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any
2 restitution order, provided it requires payment of no more than
3 \$19,000,000; (f) the term of probation or supervised release imposed
4 by the Court, provided it is within the statutory maximum; and
5 (g) any of the following conditions of probation or supervised
6 release imposed by the Court: the conditions set forth in Second
7 Amended General Order 20-04 of this Court; the drug testing
8 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
9 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

10 20. The USAO agrees that, provided (a) all portions of the
11 sentence are at or below the statutory maximum specified above and
12 (b) the Court imposes a term of imprisonment within or above the
13 range corresponding to an offense level of ~~36~~ ³¹ and the criminal
14 history category calculated by the Court, the USAO gives up its right
15 to appeal any portion of the sentence, with the exception that the
16 USAO reserves the right to appeal the amount of restitution ordered
17 if that amount is less than \$19,000,000.

18 WAIVER OF COLLATERAL ATTACK

19 21. Defendant also gives up any right to bring a post-
20 conviction collateral attack on the conviction or sentence, including
21 any order of restitution, except a post-conviction collateral attack
22 based on a claim of ineffective assistance of counsel, a claim of
23 newly discovered evidence, or an explicitly retroactive change in the
24 applicable Sentencing Guidelines, sentencing statutes, or statutes of
25 conviction. Defendant understands that this waiver includes, but is
26 not limited to, arguments that the statute to which defendant is
27 pleading guilty is unconstitutional, and any and all claims that the
28 statement of facts provided herein is insufficient to support

1 defendant's plea of guilty. The agreement in this paragraph does not
2 affect in any way the right of the USAO to appeal the sentence
3 imposed by the Court.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 22. Defendant agrees that if, after entering guilty pleas
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 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

21 23. Defendant agrees that if any count of conviction is
22 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
23 resentence defendant on any remaining count of conviction, with both
24 the USAO and defendant being released from any stipulations regarding
25 sentencing contained in this agreement, (b) ask the Court to void the
26 entire plea agreement and vacate defendant's guilty plea on any
27 remaining count of conviction, with both the USAO and defendant being
28 released from all their obligations under this agreement, or

1 (c) leave defendant's remaining conviction, sentence, and plea
2 agreement intact. Defendant agrees that the choice among these three
3 options rests in the exclusive discretion of the USAO. To the
4 extent, the USAO elects to ask the Court to void the entire plea
5 agreement and vacate defendant's guilty plea, and should the USAO
6 choose to pursue any charge that was either dismissed or not filed as
7 a result of this agreement, then defendant agrees (i) any applicable
8 statute of limitations will be tolled between the date of defendant's
9 signing of this agreement and the filing commencing any such action;
10 and (ii) defendant waives and gives up all defenses based on the
11 statute of limitations, any claim of pre-indictment delay, or any
12 speedy trial claim with respect to any such action, except to the
13 extent that such defenses existed as of the date of defendant's
14 signing this agreement.

15 EFFECTIVE DATE OF AGREEMENT

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

19 BREACH OF AGREEMENT

20 25. Defendant agrees that if defendant, at any time after the
21 effective date of this agreement, knowingly violates or fails to
22 perform any of defendant's obligations under this agreement ("a
23 breach"), the USAO may declare this agreement breached. All of
24 defendant's obligations are material, a single breach of this
25 agreement is sufficient for the USAO to declare a breach, and
26 defendant shall not be deemed to have cured a breach without the
27 express agreement of the USAO in writing. If the USAO declares this
28 agreement breached, and the Court finds such a breach to have

1 occurred, then: (a) if defendant has previously entered guilty pleas
2 pursuant to this agreement, defendant will not be able to withdraw
3 the guilty pleas, and (b) the USAO will be relieved of all its
4 obligations under this agreement.

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

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

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

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

28

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

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

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

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

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

6 NO ADDITIONAL AGREEMENTS

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

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

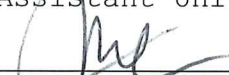
16 AGREED AND ACCEPTED

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

19 E. MARTIN ESTRADA
20 United States Attorney

21 
22 KERRY L. QUINN
23 Assistant United States Attorney

1/22/24
Date

23 
24 MARK ROY ANDERSON
25 Defendant

1/22/2024
Date

25 
26 BRETT GREENFIELD, ESQ.
27 Attorney for Defendant
28 MARK ROY ANDERSON

1/22/2024
Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



MARK ROY ANDERSON
Defendant


1-22-2024

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MARK ROY ANDERSON's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

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

9 
10 _____
11 BRETT GREENFIELD, ESQ.
12 Attorney for Defendant
13 MARK ROY ANDERSON

1-22-14
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EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARK ROY ANDERSON,

Defendant.

CR No. 23-255(A)-FLA

S U P P L E M E N T A L
I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 981(a)(1)(C) and 28
U.S.C. § 2461(c): Criminal
Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

1. At times relevant to this Information:

a. Defendant MARK ROY ANDERSON was a resident of Beverly Hills, California.

b. Defendant ANDERSON owned, controlled, and operated Bio Pharma Organic LLC ("Bio Pharma") and Verta Bottling Company Inc. ("Verta Bottling"), Delaware companies he ran out of his residence in Beverly Hills and other locations in the Central District of California.

1 c. Defendant ANDERSON was the only signatory on an
2 account at Citibank, N.A., ending x8305, held in the name of Bio
3 Pharma Organic LLC at an address in Beverly Hills (the "Citi x8305
4 account").

5 B. THE SCHEME TO DEFRAUD

6 2. Beginning no later than in or about April 2021, and
7 continuing through at least in or about May 2023, in Los Angeles
8 County, within the Central District of California, and elsewhere,
9 defendant ANDERSON, together with others known and unknown to the
10 United States Attorney, knowingly and with intent to defraud,
11 devised, participated in, and executed a scheme to defraud investors
12 in and purchasers and potential purchasers of Bio Pharma and Verta
13 Bottling (the "investor & purchaser victims") as to material matters,
14 and to obtain money and property from the investor & purchaser
15 victims by means of material false and fraudulent pretenses,
16 representations, and promises, and the concealment of material facts.

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

18 a. Defendant ANDERSON solicited investments in and
19 marketed the sale of Bio Pharma and Verta Bottling (the "ANDERSON
20 bottling companies") and their purported assets and induced others to
21 solicit investments in and market the sale of the ANDERSON bottling
22 companies and their purported assets.

23 b. In furtherance of the scheme, defendant ANDERSON
24 falsely represented to investor & purchaser victims that the ANDERSON
25 bottling companies were successful manufacturing companies in the
26 business of manufacturing, bottling, packaging, and selling
27 commercial products, and specifically: (i) Bio Pharma manufactured
28 and sold products infused with cannabidiol ("CBD") (a cannabinoid

1 found in hemp plants), including products such as CBD infused avocado
2 oil, olive oil, pain cream, gummies, tequila, and chili oil; and (ii)
3 Verta Bottling manufactured and sold beverages and a variety of food
4 products. In fact, as defendant ANDERSON then knew, none of these
5 representations was true.

6 c. Defendant ANDERSON also falsely represented to
7 investor & purchaser victims that the ANDERSON bottling companies
8 owned and possessed assets worth millions of dollars, and
9 specifically: (i) Bio Pharma owned and possessed hemp biomass, CBD
10 isolate, CBD oil, CBD-infused products, the manufacturing equipment
11 and associated warehouse necessary to manufacture and sell its
12 products, which were together represented to be worth millions of
13 dollars; and (ii) Verta Bottling owned and possessed manufacturing
14 equipment and an assignable lease for a warehouse to manufacture and
15 sell its products, which were together worth additional millions of
16 dollars. In fact, as defendant ANDERSON then knew, none of these
17 representations was true.

18 d. Defendant ANDERSON further falsely represented to
19 investor & purchaser victims that the ANDERSON bottling companies had
20 tens of millions of dollars of purchase order contracts that
21 guaranteed future revenue and receivables. In fact, as defendant
22 ANDERSON then knew, none of these representations was true and the
23 assurance of future revenue that these representations were designed
24 to provide was false and misleading.

25 e. To maintain an image of trustworthiness that would
26 misleadingly assure investor & purchaser victims that an investment
27 in or the purchase of the ANDERSON bottling companies was safe,
28 defendant ANDERSON told investor & purchaser victims he had no

1 criminal history and was not the "Mark Roy Anderson" with multiple
2 prior fraud convictions, and he otherwise concealed that he had been
3 convicted of multiple federal and state felony crimes, including mail
4 fraud, wire fraud, grand theft, forgery, preparing false evidence,
5 and money laundering, and concealed that he was still on supervised
6 release from his latest criminal conviction when he was soliciting
7 investments and marketing companies for sale.

8 f. To create the false impression that the ANDERSON
9 bottling companies were legitimate businesses, defendant ANDERSON
10 provided false and misleading documents and other items to investor &
11 purchaser victims, including: (i) legal and business documents such
12 as fraudulent Memoranda of Understanding and Asset Purchase
13 Agreements, which included fabricated purchase order contracts that
14 purported to show agreements with third party companies to purchase
15 tens of millions of dollars of products manufactured by the ANDERSON
16 bottling companies; and (ii) samples of products purportedly
17 manufactured by the ANDERSON bottling companies.

18 g. To induce an even greater number of investor &
19 purchaser victims to send him money and to increase the amount of
20 money he was able to obtain from investor & purchaser victims,
21 defendant ANDERSON convinced some of the investor & purchaser victims
22 to recruit additional victims to invest in or purchase the ANDERSON
23 bottling companies.

24 h. Defendant ANDERSON falsely told the Bio Pharma
25 investors that their money would be used for the business purposes of
26 Bio Pharma Group including developing, manufacturing, bottling,
27 packaging, and selling Bio Pharma's products, when in fact, as
28 defendant ANDERSON then knew, their money would be and was used at

1 least in part to pay for defendant ANDERSON's own personal expenses
2 and for other illegitimate and unauthorized uses.

3 i. In the course of the scheme, and to create the false
4 appearance that he owned and controlled legitimate bottling
5 businesses and was in the business of developing, manufacturing, and
6 selling commercial products, including water, other beverages, food,
7 and CBD-infused products, defendant ANDERSON obtained and took
8 possession of real bottling equipment from real bottling businesses,
9 in part through misappropriating equipment that belonged to his
10 investors, and used that equipment, associated warehouses, and
11 employees, contractors, and other representatives of those businesses
12 to give investor & purchaser victims the false and fraudulent
13 impression that defendant owned and operated a successful bottling
14 operation.

15 j. Based on these materially false representations,
16 pretenses, and promises, and concealment of material facts, defendant
17 ANDERSON caused the investor & purchaser victims to transfer money to
18 accounts he controlled for investments in and the purchase of the
19 ANDERSON bottling companies, including by interstate wire transfer.

20 C. USE OF INTERSTATE WIRES

21 4. On or about October 28, 2021, in Los Angeles County, within
22 the Central District of California, and elsewhere, for the purpose of
23 executing the above-described scheme to defraud, defendant ANDERSON
24 transmitted and caused the transmission of \$4,700,000, sent by
25 interstate wire, from an account that an investor & purchaser

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1 victim's attorney maintained at Zions Bancorporation, N.A., dba
2 California Bank & Trust, to the Citi x8305 account.

3 E. MARTIN ESTRADA
4 United States Attorney

5
6 MACK E. JENKINS
7 Assistant United States Attorney
8 Chief, Criminal Division

9
10 RANEE A. KATZENSTEIN
11 Assistant United States Attorney
12 Chief, Major Frauds Section

13
14 SCOTT PAETTY
15 Assistant United States Attorney
16 Deputy Chief, Major Frauds Section

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18 KERRY L. QUINN
19 Assistant United States Attorney
20 Major Frauds Section

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EXHIBIT B

1 EXHIBIT B - WAIVER AND RELEASE OF CLAIMS TO CONTEST FORFEITURE

2 I. INTRODUCTION

3 1. MARK ROY ANDERSON ("Defendant") has entered into a
4 plea agreement with the United States Attorney's Office for the
5 Central District of California.

6 2. Defendant has agreed to forfeit to the United States of
7 America the following items (collectively, the "Forfeitable
8 Property"):

9 (a) Real property commonly known as 544 Gorham Road, Ojai,
10 CA 93023 (APN 028-0-112-030), or proceeds of any sale thereof;

11 (b) One 1969 Chevrolet Camaro Z28, VIN 124379N624123

12 (c) One 1955 Chevrolet 210 2S, VIN B55B197122

13 (d) One 1955 Chevrolet Series 3100, VIN VH255L010900

14 (e) One 2020 Ford Explorer, VIN 1FM5K8GC0LGA40214

15 (f) One 2023 Ford Explorer, VIN 1FM5K8GC0PGA29851

16 (g) One 2008 Ferrari F430, VIN ZFFEW59A980160517

17 (h) One 1966 Lincoln Continental, VIN 6Y86G425033

18 (i) One 2006 Dynamic Phantom Pro Street, VIN
19 1D9HW29676L520009

20 (j) One 2020 Ford F150, VIN 1FTEW1CPXLFB48225

21 (k) One 1996 Ford, VIN 1FTEX15H9TKA31701

22 (l) One 1989 Ford Ranger, VIN 1FTCR14T3KPA82703

23 (m) One 1929 Ford Model A, VIN AA1367040

24 (n) One 1965 Pontiac Grand Prix, VIN 2376757131509

25 (o) One 1968 Ford Mustang GT, VIN 8T02S12952900537

26 (p) One 2017 Ford, VIN 1FM5K7D85HGA61772; and

27 (q) Bottling equipment obtained from Riviera Beverages LLC
28 and/or sold to Renegade Manufacturing Group LLC

1 3. Ruth Kemper is the sister of Defendant.

2 II. WAIVER AND RELEASE BY RUTH KEMPER

3 Ruth Kemper, on behalf of herself and any entity in which Ruth
4 Kemper has held an ownership interest or has served as an officer,
5 director, manager, partner, trustee or other representative of
6 certain entities (which entities are collectively referred to herein
7 as the "Entities" and include, without limitation, the Ojai Family
8 Irrevocable Trust) hereby knowingly, voluntarily, and intelligently
9 waives, relinquishes, and surrenders all rights to contest the
10 forfeiture of the Forfeitable Property, and all rights to judicial
11 review of the forfeiture of the Forfeitable Property. In addition,
12 Ruth Kemper and the Entities, and each of them, agree to take all
13 steps necessary to pass to the United States of America clear title
14 to the Forfeitable Property. To the extent that Ruth Kemper or the
15 Entities have already filed one or more claims to contest the
16 administrative or judicial forfeiture of the Forfeitable Property, or
17 to the extent they have submitted a petition for remission relative
18 to the Forfeitable Property, this Waiver and Release constitutes a
19 complete withdrawal of such claims or petitions for remission, and
20 Ruth Kemper and the Entities, and each of them, agree and understand
21 that the Forfeitable Property shall be administratively or judicially
22 forfeited to the United States of America without any further notice.

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25 _____
Ruth Kemper, on behalf of
Herself and the Ojai Family
26 Irrevocable Trust and all
Other Entities

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Date

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EXHIBIT C

1 **EXHIBIT C TO PLEA AGREEMENT FOR DEFENDANT MARK ROY ANDERSON**

2 **STATEMENT OF FACTS SUPPORTING PLEA AGREEMENT**

3 Defendant MARK ROY ANDERSON ("defendant") stipulates and agrees
4 that he committed the following criminal activity, all of which he
5 stipulates and agrees was part of the same course of conduct and
6 common scheme or plan, and all of which is relevant conduct under
7 United States Sentencing Guideline 1B1.3:

8 **Background**

9 Defendant was a resident of Beverly Hills, California.

10 Defendant owned, controlled, and operated Harvest Farm Group
11 Inc., Bio Pharma Organic LLC, and Verta Bottling Company Inc.,
12 Delaware companies he ran out of his residence in Beverly Hills and
13 other locations in the Central District of California.

14 Defendant was one of the signatories on an account at Bank of
15 America, N.A., ending x2132, held in the name of Harvest Farm Group
16 Inc. at an address in Beverly Hills (the "BOA x2132 account").

17 Defendant was the only signatory on an account at Citibank,
18 N.A., ending x8305, held in the name of Bio Pharma Organic LLC at an
19 address in Beverly Hills (the "Citi x8305 account").

20 **Harvest Farm Group Fraud**

21 From approximately in or about June 2020 until at least in or
22 about April 2021, defendant devised and executed a scheme to defraud
23 investors and potential investors in Harvest Farm Group (the "victim-
24 investors").

25 The scheme to defraud operated, in substance, as follows:

26 a. Defendant pitched investments in Harvest Farm Group
27 and induced others to pitch investments in Harvest Farm Group, using
28

1 false and misleading statements about the business and its current
2 and past operations.

3 b. To induce the victim-investors to invest in Harvest
4 Farm Group, defendant falsely represented that, through Harvest Farm
5 Group: (i) he owned and operated a hemp farm in Kern County,
6 California, outside of Bakersfield; (ii) he had already completed
7 successful and profitable harvests of hemp from the farm; and (iii)
8 he was using his own machinery and equipment to convert the hemp into
9 CBD isolate and/or Delta 8, a psychoactive substance that, like CBD
10 isolate, could be used in consumer products ranging from olive oil to
11 body cream. In fact, as defendant then knew: (i) defendant did not
12 own a hemp farm in Kern County or anywhere else; (ii) he had not
13 completed successful and profitable harvests of hemp from any hemp
14 farm; and (iii) he did not own the machinery and equipment necessary
15 to convert hemp into CBD isolate or Delta 8.

16 c. To create the false impression that he was operating a
17 legitimate hemp business, defendant provided false and misleading
18 documents and other items to the victim-investors, including:
19 (i) legal and business documents such as documents titled Farm
20 Management Agreements, which purported to describe legal arrangements
21 whereby Harvest Farm Group would grow and process hemp for the
22 benefit of the victim-investors; (ii) misleading pictures and videos
23 of hemp he falsely claimed he had grown and was harvesting from the
24 farm; (iii) misleading pictures of machinery and equipment he falsely
25 claimed to own and to be using to process hemp grown at the farm; and
26 (iv) CBD isolate and misleading pictures of CBD isolate he falsely
27 claimed derived from hemp he had grown at the farm.

28

1 d. To maintain an image of trustworthiness that would
2 misleadingly assure victim-investors that investing in Harvest Farm
3 Group was safe, defendant told investor-victims he had no criminal
4 history and was not the "Mark Roy Anderson" with multiple prior fraud
5 convictions, and he otherwise concealed that he had been convicted of
6 multiple federal and state felony crimes, including mail fraud, wire
7 fraud, grand theft, forgery, preparing false evidence, and money
8 laundering, and concealed that he was still serving a criminal
9 sentence and still on supervised release from his criminal conviction
10 in United States v. Mark Roy Anderson, CR 11-199-PA, at the time he
11 was soliciting investments and marketing companies for sale.

12 e. To induce an even greater number of victim-investors
13 to send him money for investments in Harvest Farm Group and to
14 increase the amount of money he was able to collect from victim-
15 investors, defendant convinced some of the victim-investors to
16 recruit additional victim-investors to invest in Harvest Farm Group.

17 f. Defendant falsely told the victim-investors their
18 money would be used for the business purposes of Harvest Farm Group
19 including to grow and process hemp, when in fact, as defendant then
20 knew, their money would be and was used at least in part to pay for
21 defendant's own personal expenses and for other illegitimate and
22 unauthorized uses.

23 g. In the course of the scheme, and to create the false
24 appearance that he was a legitimate hemp farmer and in the business
25 of growing and processing hemp, defendant stole and otherwise
26 misappropriated hemp biomass from real hemp farmers, and he used this
27 hemp biomass to gain experience in the hemp industry and to learn the
28 means by which hemp biomass is processed into CBD isolate, to learn

1 about the equipment, materials, and technology required to do this,
2 and more generally to learn the vocabulary and terminology specific
3 to the hemp industry, in order to be able to give convincing but
4 misleading presentations to victim-investors that they were investing
5 in a real, commercial hemp operation.

6 h. Based on these materially false representations,
7 pretenses, and promises, and concealment of material facts, defendant
8 caused the victim-investors to transfer money to accounts he
9 controlled for investments in Harvest Farm Group, including by
10 interstate wire transfer.

11 i. To forestall and frustrate collection efforts from the
12 victim-investors and discourage them from making reports to law
13 enforcement, defendant falsely represented that sales of products
14 derived from hemp grown at the farm had been delayed because of the
15 COVID-19 pandemic; misleadingly promised that he would pay the
16 victim-investors money from purported sales he had made to Canadian
17 companies for a substantial profit; and falsely promised that he
18 would otherwise return their money. Although defendant did return
19 some money back to the victim-investors, most if not all of the
20 victim-investors lost the majority or all of their investments.

21 In executing the fraudulent scheme described above, defendant
22 caused the transmission of numerous interstate wires, in the Central
23 District of California, and elsewhere, for the purpose of executing
24 the scheme to defraud, including an interstate wire of \$150,000, sent
25 on or about July 1, 2020, from an account victim-investor D.H.
26 maintained at E*TRADE Bank, to an account at the BOA x2132 account.

1 **Bio Pharma / Verta Bottling Fraud**

2 From approximately April 2021 through at least May 2023,
3 defendant devised and executed a scheme to defraud investors in and
4 purchasers and potential purchasers of Bio Pharma and Verta Bottling
5 (the "investor-purchaser victims").

6 The scheme to defraud operated, in substance, as follows:

7 a. Defendant solicited investments in and marketed the
8 sale of Bio Pharma and Verta Bottling (the "Anderson bottling
9 companies") and their purported assets and induced others to solicit
10 investments in and market the sale of the Anderson bottling companies
11 and their purported assets.

12 b. In furtherance of the scheme, defendant falsely
13 represented to investor-purchaser victims that the Anderson bottling
14 companies were successful manufacturing companies in the business of
15 manufacturing, bottling and otherwise packaging, and selling
16 commercial products, and specifically: (i) Bio Pharma manufactured
17 and sold products infused with cannabidiol ("CBD") (a cannabinoid
18 found in hemp plants), including products such as CBD infused avocado
19 oil, olive oil, pain cream, gummies, tequila, and chili oil; and (ii)
20 Verta Bottling manufactured and sold beverages and a variety of food
21 products. In truth and in fact, as defendant then knew, none of
22 these representations was true.

23 c. Defendant also falsely represented to investor-
24 purchaser victims that the Anderson bottling companies owned and
25 possessed millions of dollars of assets, and specifically: (i) Bio
26 Pharma owned and possessed millions of dollars of hemp biomass, CBD
27 isolate, CBD oil, and CBD infused products, the manufacturing
28 equipment and associated warehouse necessary to manufacture and sell

1 its products; and (ii) Verta Bottling owned and possessed millions of
2 dollars of manufacturing equipment and an assignable lease for a
3 warehouse to manufacture and sell its products. In truth and in
4 fact, as defendant then knew, none of these representations was true.

5 d. Defendant further falsely represented to investor-
6 purchaser victims that the Anderson bottling companies had at least
7 ten million dollars and as much as tens of millions of dollars of
8 purchase order contracts that guaranteed or at least gave false
9 assurances of future revenue and receivables. In truth and in fact,
10 as defendant then knew, none of these representations was true.

11 e. To maintain an image of trustworthiness that would
12 misleadingly assure investor-purchaser victims that an investment in
13 or the purchase of the Anderson bottling companies was safe,
14 defendant told investor-purchaser victims he had no criminal history
15 and was not the "Mark Roy Anderson" with multiple prior fraud
16 convictions, and he otherwise concealed that he had been convicted of
17 multiple federal and state felony crimes, including mail fraud, wire
18 fraud, grand theft, forgery, preparing false evidence, and money
19 laundering, and concealed that he was still on supervised release.

20 f. To create the false impression that the Anderson
21 bottling companies were legitimate businesses, defendant provided
22 false and misleading documents and other items to investor-purchaser
23 victims, including: (i) legal and business documents such as
24 purported Memoranda of Understanding and Asset Purchase Agreements,
25 which included fabricated purchase order contracts purporting to show
26 agreements with third party companies to purchase tens of millions of
27 dollars of products manufactured by the Anderson bottling companies;

28

1 and (ii) samples of products purportedly manufactured by the Anderson
2 bottling companies.

3 g. To induce an even greater number of investor-purchaser
4 victims to send him money and to increase the amount of money he was
5 able to obtain from investor-purchaser victims, defendant convinced
6 some of the investor-purchaser victims to recruit additional
7 investor-purchaser victims to invest in or purchase the Anderson
8 bottling companies.

9 h. Defendant falsely told the investor-purchaser victims
10 of Bio Pharma their money would be used for the business purposes of
11 Bio Pharma including to develop, manufacture, bottle, package, and
12 sell Bio Pharma's products, when in fact, as defendant then knew,
13 their money would be and was used at least in part to pay for
14 defendant's own personal expenses and for other illegitimate and
15 unauthorized uses.

16 i. In furtherance of the scheme, and to create the false
17 appearance that he owned and controlled legitimate bottling
18 businesses and was in the business of developing, manufacturing, and
19 selling commercial products, including water, other beverages, food,
20 and CBD-infused products, defendant obtained and took possession of
21 real bottling equipment from real bottling businesses, in part
22 through misappropriating equipment that belonged to his investors,
23 and he used that equipment, associated warehouses, and employees,
24 contractors, and other representatives of those businesses to give
25 investor-purchaser victims the false impression that defendant owned
26 and operated a successful bottling operation.

27 j. Defendant also used the bottling equipment and
28 contacts at real bottling businesses to gain experience in the

1 bottling industry, to learn the means by which commercial products
2 are manufactured, bottled, packaged, sold, and distributed; to learn
3 about the equipment, materials, and technology required to do this;
4 and more generally to learn the vocabulary and terminology specific
5 to the bottling industry, in order to be able to provide convincing
6 but misleading presentations to investor-purchaser victims, and
7 otherwise talk to them and provide materials to them to convince
8 them, based on false pretenses, that they were investing in or
9 otherwise purchasing a real bottling operation.

10 k. Based on these materially false representations,
11 pretenses, and promises, and the concealment of material facts,
12 defendant caused the investor-purchaser victims to transfer money to
13 accounts he controlled for investments in and the purchase of the
14 Anderson bottling companies, including by interstate wire transfer.

15 On or about October 28, 2021, in Los Angeles County, within the
16 Central District of California, and elsewhere, for the purpose of
17 executing the above-described scheme to defraud, defendant
18 transmitted and caused the transmission of \$4,700,000, sent by
19 interstate wire, from an account that an investor-purchaser victim's
20 attorney maintained at Zions Bancorporation, N.A. dba California Bank
21 & Trust to the Citi x8305 account.

22 **Losses & Victims**

23 In total, in the course of and in furtherance of his fraudulent
24 schemes, defendant solicited more than \$18,800,000 from more than 45
25 victims, causing those victims to lose approximately \$18,376,150.01,
26 with more than 30 investor-victims losing approximately \$8,779,521.88
27 in connection with the Harvest Farm Group fraud, and more than 15
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1 investor-purchaser victims losing another approximately \$9,596,628.13
2 in connection with the Bio Pharma/ Verta Bottling fraud.

3 **Sophisticated Means**

4 The scheme was sophisticated in that defendant created and
5 caused the creation of multiple shell companies, including Harvest
6 Farm Group, Bio Pharma, and Verta Bottling (collectively,
7 "defendant's companies") and fake legal agreements and related
8 schedules and other documents and products to create the false
9 impression that defendant's companies were real companies and
10 investors were making legitimate investments in legitimate companies
11 and otherwise purchasing real companies and assets.

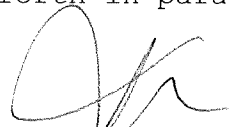
12 Defendant took considerable steps to educate himself about the
13 different industries in which he claimed to be involved, including
14 the hemp/CBD industry and the bottling/manufacturing industry, and he
15 used real products and equipment from those industries, often
16 misappropriated or obtained through illegitimate means, and sometimes
17 employees, contractors, and other representatives from real
18 businesses, in order to be able to give convincing but misleading
19 presentations to victims that he operated legitimate companies in
20 these industries. His ruse was so convincing that some victims gave
21 him money for fake businesses even after having sophisticated legal
22 counsel review business agreements defendant himself created.

23 * * *

24 CERTIFICATION OF DEFENDANT

25 I have read this STATEMENT OF FACTS IN SUPPORT OF PLEA AGREEMENT
26 ("statement of facts") in its entirety. I have had enough time to
27 review and consider this statement of facts, and I have carefully and
28 thoroughly discussed every part of it with my attorney. I agree that

1 this statement of facts is accurate and correct, and is sufficient to
2 support pleas of guilty to the charges described in the plea
3 agreement and to establish the Sentencing Guidelines factors set
4 forth in paragraph 14 of the plea agreement.


5 
6 _____
7 MARK ROY ANDERSON
8 Defendant

1-22-2024

Date

8 CERTIFICATION OF DEFENDANT'S ATTORNEY

9 I am MARK ROY ANDERSON's attorney. I have carefully and
10 thoroughly discussed every part of this statement of facts with my
11 client and agree that it is sufficient to support pleas of guilty to
12 the charges described in the plea agreement and to establish the
13 Sentencing Guidelines factors set forth in paragraph 14 of the plea
14 agreement.

15 
16 _____
17 BRETT GREENFIELD, ESQ.
18 Attorney for Defendant
19 MARK ROY ANDERSON

1-22-14

Date