



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

DAVID ROMERO (1),  
BRUNO SUAREZ-SOTO (2),

Defendants.

Case No. '20 CR1215 CAB

I N F O R M A T I O N

Title 18, U.S.C., Sec. 371 -  
Conspiracy to Commit Federal  
Program Bribery; Title 18, U.S.C.,  
Sec. 981(1)(1)(C), and Title 28,  
U.S.C., Sec. 2461(c)- Criminal  
Forfeiture

The United States Attorney charges:

Introductory Allegations

1. The City Council was the governing body of the City of Calexico, California, and consisted of five Council Members, elected to overlapping four-year terms. The City Council was responsible for setting policy and appointing commissions and committees that study the present and future needs of the City of Calexico.

2. During the one-year period beginning July 1, 2019 to June 30, 2020, the City of Calexico, California received over \$10,000 in federal funding.

1 3. RS Global Solutions LLC was a California corporation whose  
2 principal place of business was in Calexico, California and was doing  
3 business as a consulting firm.

4 4. Defendant DAVID ROMERO was a resident of Calexico, California  
5 and an elected member of the City Council of Calexico, California.  
6 ROMERO was also the Mayor Pro Tem, set to assume the rotating position  
7 of Mayor of Calexico, California in July 2020.

8 5. Defendant BRUNO SUAREZ-SOTO was a resident of Calexico,  
9 California and a Member or Manager of RS Global Solutions LLC. From at  
10 least January 14, 2020, SUAREZ-SOTO also served as a Commissioner on the  
11 City of Calexico Economic Development and Financial Advisory Commission.  
12 Among other things, the responsibility of this Commission included  
13 promoting business and community growth, and following through with  
14 prospective developers to help them invest in the City of Calexico.

15 6. PERSON A was a resident of Calexico, California and a relative  
16 of DAVID ROMERO. PERSON A was a Member or Manager of RS Global Solutions  
17 LLC.

18 7. Undercover Law Enforcement Officer 1 (UC-1) was a Special  
19 Agent with the Federal Bureau of Investigation (FBI).

20 **City of Calexico Permit Process for Sale and Distribution of Cannabis**

21 8. On November 8, 2016, Proposition 64, also known as the Adult  
22 Use of Marijuana Act, legalized the sale and distribution of cannabis  
23 in California as a matter of state law.

24 9. In 2017, the State of California created a single regulatory  
25 scheme for both medicinal and non-medicinal cannabis known as the  
26 Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA").  
27 The MAUCRSA provides local jurisdictions with control over whether to  
28 allow non-commercial and commercial cannabis activities. The MAUCRSA

1 also establishes a regulatory structure for cultivation, processing,  
2 manufacturing, tracking, quality control, testing, inspection,  
3 distribution, and retail sale of commercial cannabis, including  
4 medicinal and adult-use cannabis.

5 10. The City of Calexico approved an ordinance concerning permits  
6 for cultivating, manufacturing and distributing marijuana. Each  
7 business is also required to get a license or permit from the state to  
8 operate. The City of Calexico issues Commercial Cannabis Regulatory  
9 Permits for qualified applications in the following areas: Cultivator;  
10 Manufacturer; Testing Laboratory; and Distributor. Title 17, Article X  
11 of the Calexico, California Code of Ordinances, sets forth the specific  
12 regulations and processes. In particular, Section 17.11.1040  
13 (Conditional use permit or development agreement required), sets forth  
14 the total number of permits that the city council may authorize in each  
15 category, including cultivation, manufacturing, testing, distribution  
16 and transportation.

17 11. On January 1, 2018, the City of Calexico began issuing permits.  
18 Section 17.11.1040 was amended on multiple occasions. Most recently,  
19 on November 20, 2019, the City Council passed Ordinance Number 1206,  
20 which amended Section 17.11.1040 to increase the number of potential  
21 cannabis retailer, non-storefront retailer, and microbusiness permits  
22 from seven (7) to twelve (12).

23 Count 1

24 Conspiracy to Commit Federal Program Bribery

25 18 U.S.C. § 371

26 12. The allegations set forth in paragraphs 1-11 above are  
27 realleged and incorporated by reference as if fully set forth herein.

1 13. Beginning on a date unknown but no later than December 19,  
2 2019, up until at least January 30, 2020, in the Southern District of  
3 California, the defendants, DAVID ROMERO and BRUNO SUAREZ-SOTO, and  
4 others known and unknown, did knowingly conspire, confederate, and agree  
5 together and with each other to commit offenses against the United States  
6 in violation of Title 18, United States Code, Section 666, to wit: to  
7 corruptly solicit and demand, and accept and agree to accept, a thing  
8 of value from a person, intending to be influenced and rewarded in  
9 connection with a transaction and a series of transactions of the City  
10 of Calexico, California involving \$5,000 or more, in violation of Title  
11 18, United States Code, Section 666(a)(1)(B).

12 **PURPOSE OF THE CONSPIRACY**

13 14. The purpose of the conspiracy was for defendants DAVID ROMERO  
14 and BRUNO SUAREZ-SOTO to solicit and accept bribes paid in exchange for  
15 official acts undertaken by ROMERO and at his direction, and thereby  
16 enrich themselves and their associates.

17 **MANNER AND MEANS**

18 15. The manner and means used to accomplish the objectives of the  
19 conspiracy included, among others, the following:

20 a. Defendants DAVID ROMERO and BRUNO SUAREZ-SOTO would  
21 create a shell consulting corporation, RS Global Solutions LLC, that  
22 would be incorporated in the name of SUAREZ-SOTO and PERSON A, a relative  
23 of ROMERO, and appear to be a legitimate consulting firm, but in truth  
24 would be used to conceal their activities in collecting bribe money in  
25 exchange for official acts;

26 b. Defendants ROMERO and SUAREZ-SOTO would directly solicit,  
27 and coordinate with others to solicit, the payment of bribes, in exchange  
28 for official acts pertaining to the issuance of permits for cannabis

1 businesses by the City of Calexico, including fast-tracking and  
2 guaranteeing the issuance of those permits;

3 c. Defendants ROMERO and SUAREZ-SOTO would attend meetings  
4 with individuals and groups desiring to open state and locally authorized  
5 cannabis businesses in the City of Calexico, and during those meetings  
6 would solicit bribes in exchange for fast-tracking and guaranteeing the  
7 issuance of permits for those businesses;

8 d. Defendants ROMERO and SUAREZ-SOTO would hold SUAREZ-SOTO  
9 out as a legitimate consultant offering bona fide consulting services  
10 to assist with the permit application process, when in truth the payments  
11 solicited from cannabis permit applicants were extracted in exchange for  
12 the exercise of public authority by ROMERO and others acting at his  
13 direction;

14 e. Defendants ROMERO and SUAREZ-SOTO would offer to revoke  
15 or unduly delay cannabis business permit applications filed by  
16 applicants who had not paid bribes, in order to ensure favored treatment  
17 for later-filed applications submitted by individuals who had paid or  
18 agreed to pay bribes to ROMERO and SUAREZ-SOTO;

19 f. Defendants ROMERO and SUAREZ-SOTO would offer to direct  
20 other office-holders at the City of Calexico to ensure that applicants  
21 who had paid them bribes received favored treatment, including expedited  
22 and guaranteed approval of their applications for cannabis business  
23 permits; and

24 g. Defendants ROMERO and SUAREZ-SOTO would falsely  
25 represent, if questioned by investigators, that the payments they  
26 solicited were made solely to SUAREZ-SOTO for his consulting services  
27 and not in exchange for official acts; they would furthermore falsely  
28

1 deny that any guarantees were made to ensure official acts in exchange  
2 for payments.

3 **OVERT ACTS**

4 16. In furtherance of the conspiracy and to effect its objects,  
5 the following overt acts, among others, were committed within the  
6 Southern District of California, on or about the dates below:

7 a. On or about May 27, 2019, DAVID ROMERO and BRUNO SUAREZ-SOTO  
8 filed and caused to be filed registration papers with the California  
9 Secretary of State for RS Global Solutions LLC. PERSON A was listed as  
10 the company's manager or member, along with SUAREZ-SOTO, but in truth  
11 the company was controlled by ROMERO and SUAREZ-SOTO and was intended  
12 to be used as a vehicle to launder the bribes they would solicit and  
13 receive from cannabis permit applicants.

14 b. On December 19, 2019, ROMERO and SUAREZ-SOTO attended a  
15 meeting with UC-1 at a restaurant in Calexico, California to discuss an  
16 application for a retail cannabis dispensary license that UC-1 said that  
17 he wished to file with the City of Calexico. During the meeting, SUAREZ-  
18 SOTO offered to provide services to UC-1 in exchange for a fee of  
19 \$35,000; as part of those services, SUAREZ-SOTO claimed that "we  
20 guarantee the processing with the city" and "it guarantees you a . . .  
21 top spot in the queue" of permit applicants.

22 c. Later during the same meeting, UC-1 asked for clarification  
23 whether the payment of \$35,000 would "get us in front of the line" of  
24 applicants. SUAREZ-SOTO answered, "Hell yeah." ROMERO added that he  
25 "didn't want to say it in front of everybody, but it will."

26 d. During the same meeting, ROMERO offered that he could ensure  
27 UC-1's application a favorable place in the queue, and that he  
28 furthermore had the authority to revoke other applicants' permits.

1 ROMERO added that it would be preferable for UC-1 to make the payment  
2 and start the process sooner, because "the closer you are [to the top  
3 of the list], the easier it is for me to be able to manipulate that."

4 e. Towards the conclusion of the December 19, 2019 meeting, when  
5 UC-1 asked if ROMERO and SUAREZ-SOTO might later ask for more than the  
6 \$35,000 payment, ROMERO assured him that it would not, because "This is  
7 done. Set and sealed." ROMERO explained that he and SUAREZ-SOTO would  
8 require the money to be paid up front, however, because they had done  
9 similar work for other people, and those people had not paid the agreed-  
10 upon fee after the favors had been rendered. SUAREZ-SOTO later added,  
11 "This isn't our first rodeo." ROMERO and SUAREZ-SOTO agreed to accept  
12 payment of the \$35,000 from UC-1 in two installments, however: half up  
13 front, and half "when it's a for sure thing."

14 f. On January 9, 2020, ROMERO and SUAREZ-SOTO attended a second  
15 meeting with UC-1 at a restaurant in El Centro, California. During the  
16 meeting, ROMERO reminded UC-1 how difficult it was to work with the City  
17 of Calexico, and how fortunate it was that UC-1 was working with ROMERO.  
18 SOTO later added that ROMERO would cut through "so much bullshit [red]  
19 tape that exists" with the City.

20 g. Later during the meeting, ROMERO described the checklist that  
21 would be necessary to complete for UC-1's application to be approved by  
22 the City of Calexico. Discussing the City department whose approval was  
23 necessary for UC-1's application to proceed, ROMERO explained that the  
24 people who have to approve UC-1's license were "my best friends at the  
25 entire City Hall." When UC-1 asked if they had already signed off,  
26 ROMERO responded "Fuck, yeah!" and laughed. When UC-1 later clarified  
27 that these services were included as part of the package in exchange for  
28 the payment of \$35,000, SUAREZ-SOTO agreed that they were, and ROMERO

1 added that the payment "handles all of our services, which includes  
2 everything that we just talked about."

3 h. At the conclusion of the January 9, 2020 meeting, in the  
4 parking lot outside the restaurant, with ROMERO looking on, UC-1 handed  
5 SUAREZ-SOTO \$17,500 in cash and explained that he divided the first  
6 installment of the bribe into two envelopes: one with \$8,800 and one  
7 with \$8,700. UC-1 asked whether "we're good," and ROMERO responded,  
8 "Trust me" and added, "In my line of business, I can't fuck up. Which  
9 means he [SUAREZ-SOTO] can't fuck up."

10 i. On January 30, 2020, ROMERO and SUAREZ-SOTO met again with  
11 UC-1 at a restaurant in El Centro, California. During the meeting, when  
12 UC-1 asked about the status of his application in the queue of  
13 applicants, ROMERO volunteered that he could talk to a City department  
14 and "make sure to put everybody else on hold . . . but you." ROMERO  
15 reiterated that he was going to "pull strings," but insisted that "we  
16 would need the second half" of the \$35,000 payment.

17 j. At the conclusion of the January 30, 2020 meeting, in the  
18 parking lot outside the restaurant, UC-1 handed envelopes of cash  
19 containing another \$17,500 to SUAREZ-SOTO, with ROMERO looking on, to  
20 fulfill the agreed-upon second installment payment of the bribe.

21 k. Following the conclusion of the meeting, ROMERO and SUAREZ-  
22 SOTO were approached by FBI agents and federal task force officers.  
23 ROMERO and SUAREZ-SOTO agreed to be separately interviewed.

24 l. During an interview, ROMERO falsely told FBI agents that he  
25 had no agreement with UC-1; falsely denied that any guarantees were made  
26 to UC-1; and falsely stated that UC-1's arrangement was with SUAREZ-  
27 SOTO's company, RS Global Solutions LLC, and not with ROMERO.

28



1 m. During an interview, SOTO falsely told federal task force  
2 officers that no guarantees were made to UC-1; falsely stated that the  
3 agreed-upon fee to be paid by UC-1 was \$25,000; and falsely denied  
4 receiving any prior payments from UC-1.

5 All in violation of Title 18, United States Code, Section 371.

6 **CRIMINAL FORFEITURE**

7 17. The allegations contained in Count 1 of this Information are  
8 hereby realleged and incorporated by reference for the purpose of  
9 alleging forfeiture pursuant to Title 18, United States Code, Section  
10 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

11 18. Upon conviction of the offense set forth in Count 1 of this  
12 Information, defendants DAVID ROMERO (1) and BRUNO SUAREZ-SOTO (2) shall  
13 forfeit to the United States of America, pursuant to Title 18, United  
14 States Code, Section 981(a)(1)(C) and Title 28, United States Code,  
15 Section 2461(c), all property, real or personal, which constitutes or  
16 is derived from proceeds traceable to the violations.

17 19. If any of the property described above, as a result of any act  
18 or omission of the defendants:

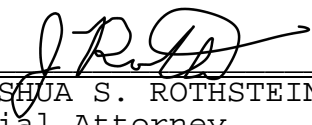
- 19 a. cannot be located upon the exercise of due diligence;  
20 b. has been transferred or sold to, or deposited with, a third  
21 party;  
22 c. has been placed beyond the jurisdiction of the court;  
23 d. has been substantially diminished in value; or  
24 e. has been commingled with other property which cannot be  
25 divided without difficulty, the United States of America shall be  
26 entitled to forfeiture of substitute property pursuant to Title 21,  
27 United States Code, Section 853(p), as incorporated by Title 28, United  
28 States Code, Section 2461(c).

1 All pursuant to Title 18, United States Code, Section 981(a)(1)(C)  
2 and Title 28, United States Code, Section 2461(c).

3 DATED: May 21, 2020.

4  
5 ROBERT S. BREWER, JR.  
United States Attorney

6  
7 By:   
8 NICHOLAS W. PILCHAK  
Assistant U.S. Attorney

9  
10   
11 JOSHUA S. ROTHSTEIN  
12 Trial Attorney  
13 Public Integrity Section,  
14 Criminal Division  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28