

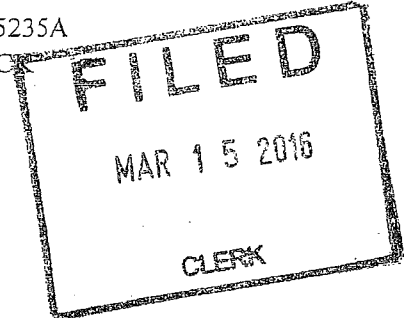
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA
Plaintiff,

CASE NO. F15-5235A
JUDGE TRAWICK

vs.

GREGORIO SANTA ANA,
Defendant.






PLEA AGREEMENT

COMES NOW KATHERINE FERNANDEZ RUNDLE, State Attorney for the Eleventh Judicial Circuit of Florida, by and through the undersigned Assistant State Attorney, and pursuant to Rule 3.171, Fla. R. Crim. P., enters into this contract for a plea agreement with the defendant, GREGORIO SANTA ANA, and his attorney, Robert Barrar, Esq. The specific terms of this agreement are dependent upon the acceptance by the Honorable TRAWICK, who is the presiding judge in this case. If these terms are not acceptable by the Court, the entire agreement shall be considered void *ab initio* and all parties will return to their pre-agreement status. This agreement shall become enforceable against the respective parties after its ratification and acceptance by the Court pursuant to Fla. R. Crim. P. 3.171.

1. The defendant is charged by Information in F15-5235A with sixteen (16) counts of Cruelty to Animals, Fla. Stat. §828.12(2), felonies of the third degree; five (5) counts of Cruelty to Animals, Fla. Stat. §828.12(1), misdemeanors of the first degree; three (3) counts of Confinement of Animal without Sufficient Food, Water or Air, Fla. Stat. §828.13(2), misdemeanors of the first degree; and two (2) counts of Animal Cruelty/Prohibited Acts in violation of Fla. Stat. §828.24, misdemeanors of the second degree. The defendant shall plead guilty to the Information as charged. The defendant's plea of guilty is irrevocable.

2. The defendant agrees to waive all rights to which he would be entitled if he went to trial, including, but not limited to:

- a. The right to persist in a plea of not guilty;
- b. The right to a jury trial;

 ASA _____ JUDGE _____ Counsel for the Defense  Defendant 



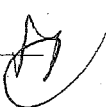
- c. The right to assistance of counsel during a jury trial;
- d. The right to compel the attendance of witnesses on his behalf;
- e. The right to confront and cross-examine state witnesses;
- f. The right against self-incrimination;
- g. The right to appeal all matters relating to any judgments.

3. The Court shall accept the defendant's plea of guilty, adjudicate him guilty on all counts and sentence the defendant to five (5) years of reporting probation on counts one (1) through sixteen (16), one (1) year of reporting probation on counts seventeen (17) through and including twenty-four (24), and adjudication credit for all time served on counts twenty-five (25) and twenty- six (26) with all sentences running concurrently, the specific details of the sentence is detailed below.

DEFENDANT'S OBLIGATIONS

4. The defendant shall provide a sworn statement to the State of Florida and/or the Miami-Dade Police Department identifying *all* persons known to him to be involved in Animal Cruelty and/or the illegal slaughter of animals as set forth in the Information. More specifically, the defendant is required to provide a truthful, detailed account of his own involvement and that of Jose Solis and Henry Parra Oporta in those crimes detailed in the Information and is also required to disclose all information known to him regarding the existence and/or operation of any other illegal slaughter operation in Miami-Dade County including but not limited to the name of the operation, the location, the name(s) of the owner(s) and employees of any such operation. The defendant is required to continue providing such information throughout the continuation of this agreement.

5. The defendant agrees to be continually available for any and all meetings, interviews, depositions, hearings, grand juries and trials as required by the State of Florida and/or the Miami-Dade Police Department and/or the Court, to specifically include the trials of his co-defendants, should any remain open and pending, and further agrees to provide truthful and complete information and testimony at such meetings, interviews, depositions, hearings, grand juries and trials. The defendant must answer all questions concerning this investigation and must not withhold any information. The defendant specifically agrees not to protect any person nor

AS  JUDGE _____ Counsel for the Defense  Defendant 

falsely implicate any person or entity through false information or omission. The defendant must make himself available for interview by attorneys and law enforcement officers upon request and reasonable notice. Reasonable notice to his attorneys will be provided by the State for these meetings, hearings, depositions, proceedings or trial. If the case against any of the aforementioned co-defendants is subsequently appealed or needs further testimony at any hearing, deposition, trial or proceeding, the defendant shall provide testimony under the terms of this agreement.

6. The defendant's cooperation and testimony shall be entirely unconditional. The defendant hereby waives his Fifth Amendment right against self-incrimination and any Fifth/Sixth Amendment rights to counsel during the course of any investigations or testimony in which the defendant may participate or provide pursuant to the terms and conditions of this agreement. The defendant understands and knowingly and intelligently, without threats or promises, specifically waives each and every one of the following rights:

- (a) The right to remain silent;
- (b) The right against self-incrimination;
- (c) The right to have a lawyer present during questioning;
- (d) The right to a lawyer at no cost;

7. The defendant agrees not to claim any privilege or Fourth Amendment right to be free of unreasonable searches or seizures when questioned about the circumstances of the instant case or when asked to provide for review or duplication or give up possessor interest in any documents or tangible items which are in any way related to his criminal acts or those of Jose Solis and/or Henry Parra Oporta and/or any other individual involved in or related to the inhumane slaughter of animals as detailed in the Information and Affidavit in Support of Arrest Warrant. The defendant must furnish any documents and items in his custody, possession or control which are relevant, according to law enforcement, to the investigation(s).

8. The defendant agrees, at the option of the State of Florida, to submit to polygraph examination to verify the truthfulness and completeness of any statement or testimony provided by the defendant pursuant to the requirement of this Agreement. The State of Florida shall select the polygraph examiner. The defendant further agrees and stipulates to the competency of the

AS  JUDGE _____

Counsel for the Defense

 Defendant

examiner, the results of the examination, the reliability of polygraph examination and waives any right to contest the results, competency or reliability.

9. The defendant specifically agrees that neither he nor any company or corporation he owns or has interest in, or any agent or designee of his, will no longer own, operate, volunteer, work, broker, be associated with, consult, be a silent partner in, be employed or contracted for services, be affiliated with or otherwise engage, whether paid or unpaid, in any business or operation, endeavor, hobby or organization involved in the contact with, care of, or slaughter of animals of any kind. The defendant further understands and agrees that should it be proved by the State of Florida by a preponderance of the evidence that the defendant engaged in the aforementioned conduct in any way, shape or form such conduct shall constitute a violation of this Agreement and/or his probation thereby subjecting him to the sentencing provisions under paragraph eleven (11) of this Agreement.

SENTENCING

10. In exchange for the Defendant's plea of guilty, the defendant shall be sentenced to five (5) years of reporting probation on counts one (1) through sixteen (16), one (1) year of reporting probation on counts seventeen (17) through and including twenty-four (24), and adjudication credit for all time served on counts twenty-five (25) and twenty-six (26) with all sentences running concurrently, the defendant shall not be eligible for any form of early termination prior to the expiration of 4 years of supervision and this is an essential component of this plea agreement and the intent of the parties, providing there is no violation whatsoever, of any sort, the special conditions of which shall be:

- (a) cooperation with the State of Florida by abiding by the terms of this Agreement;
- (b) payment of \$23,807.68 in restitution to the Animal Recovery Mission, P.O. Box 403344, Miami Beach, Florida 33140, Attn: Richard Couto. The defendant shall pay a lump sum payment by bank certified cashier's check, drawn on a US Bank, at the time his guilty plea is entered.
- (c) That Coco Farms Inc. a Florida Corporation that was the business associated with this enterprise, which was dissolved on April 19, 2015 shall never again be reinstated or reconstituted.

ASA

JUDGE

_____ Counsel for the Defense


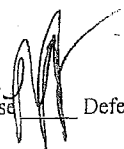

Defendant

11. If the State of Florida determines that the defendant has withheld any information, or has not been truthful in his testimony, or if the defendant fails in any way to comply with any portion of this agreement or violate his probation in any way, the defendant, GREGORIO SANTA ANA, shall not be permitted to withdraw his plea as his plea shall stand; however, the sentencing portion of this agreement as outlined in paragraphs three (3) and ten (10) shall be voided and the defendant, GREGORIO SANTA ANA, shall be sentenced to **FIVE (5) YEARS** in State prison. The Court shall retain jurisdiction. In the event that the State believes that the defendant has violated any term of this agreement the State need only prove the violation to the Court by a preponderance of the evidence. The defendant is not entitled to counsel while fulfilling any requirement enumerated herein, except that he is entitled to counsel if he is pending a violation hearing. The defendant agrees that the State of Florida is authorized to try the defendant for violation of the terms of this Agreement in absentia should the defendant fail to appear for the hearing after notice. Notice shall be effective when the Clerk of Court sends a Notice of Hearing to the defendant at his last known address and to counsel for defendant, if counsel has not withdrawn. It is the sole responsibility of the defendant to inform the Court of any change of address, notice sent to the address with the Clerk of Court shall be presumed to have been received for the purposes of this agreement. The court shall order the defendant to be held without bond pending hearing and sentencing for violation of the terms of this Agreement.

12. Notwithstanding this agreement, the defendant can and will be prosecuted under state perjury and false statement statutes for any materially false statement made by him under oath after the date of this agreement.

13. This agreement does not limit in any way the right or ability of the State to investigate or prosecute any crimes that may have been committed by GREGORIO SANTA ANA other than those arising from or directly related to the instant matter.

14. After sentencing, the Defendant shall not file a motion to set aside guilty plea, motion to mitigate, or motion to seal and expunge other than a motion for early termination of

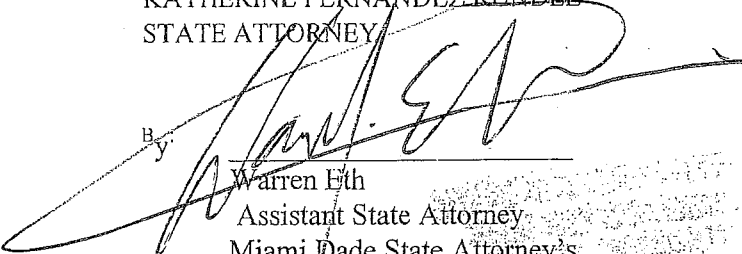
AS  JUDGE _____ Counsel for the Defense  Defendant 

probation after 4 years as set forth above.

15. All of the agreements between the State of Florida and the defendant are contained within this Agreement. There are no other agreements between the State of Florida and the defendant with regard to this case.

Respectfully submitted,
KATHERINE FERNANDEZ RINDLE
STATE ATTORNEY


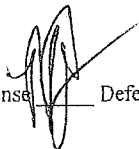

By



Warren Eth
Assistant State Attorney
Miami Dade State Attorney's
Office
Florida Bar #55776

DEFENDANTS REPRESENTATION OF EFFECTIVENESS OF COUNSEL

The Defendant, GREGORIO SANTA ANA, by virtue of entering into this Plea Agreement, hereby acknowledges that he is satisfied with the services of his attorney, Robert Barrar, Esq., and states that his attorney has done everything that he has been asked to do on behalf of the Defendant, and that his attorney has filed with the court all pleadings, motions, and documents that the Defendant desired, and that the attorney has investigated all aspects of the case that the Defendant has discussed with his attorney. Further, the Defendant understands that his attorney has not deposed witnesses listed by the State in discovery. Despite the Defendant's right to require that such depositions be taken, and the fact that the aforementioned depositions were not taken, the Defendant acknowledges that he is satisfied with his attorney's representation, and does not wish for his attorney to depose all the witnesses in this case. Defendant further represents that he and his attorney have discussed the case and the defendant understands that not all the investigative work has been done. However, the defendant understands that he and his attorney are

 AS _____ JUDGE _____ Counsel for the Defense  Defendant 

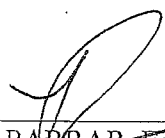
taking advantage of a plea offer with the State of Florida. Further, Defendant acknowledges that his attorney has raised all the objections and defenses that he wanted to be raised with the prosecutor and/or the Court. Defendant further acknowledges that his counsel has spoken to, and discussed his case with, all of the witnesses and prospective witnesses that the Defendant requested that he talk to, and that his attorney has discussed the case with the Defendant fully and completely. The Defendant further agrees that his attorney has been competent, professional, and effective throughout his representation of the Defendant. The Defendant is completely satisfied with the representation that his attorney has afforded him. The defendant understands the terms of this plea agreement, agrees they are in his best interest and accedes to the plea agreement completely.



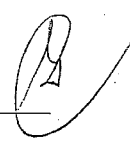
CERTIFICATE OF COUNSEL

The undersigned, as attorney and counselor for the Defendant, hereby certifies as follows:

1. To the best of my knowledge and belief, the statements, representations and declarations made by the Defendant are voluntary and in all respects accurate and true. He fully understands them.
2. I have advised my client of the immigration consequences and in particular deportation and he affirmatively waives his right to further investigate the immigration and deportation consequences so that he can take the plea and understands a plea will subject him to deportation.
3. I have read and advised my client of this plea agreement, I was able to communicate with my client and he fully understood the terms.

Having discussed this matter fully with the Defendant, it is my opinion that he is mentally and physically competent and possesses no mental or physical condition that would affect his understanding of these proceedings. I have no reason to believe that he is operating under the influence of drugs or alcohol.


Robert BARRAR, Esq.
Attorneys for the defendant
Florida Bar No.

 ASA JUDGE _____ Counsel for the Defendant
 Defendant 

"I have fully advised my client of the terms and obligations of this plea agreement. I am satisfied that my client fully understands all of the terms and conditions of this agreement and voluntarily agrees to abide by its terms."

CERTIFICATE OF DEFENDANT

Having read the above mentioned terms of this plea agreement, and having been advised by my counsel, Robert BARRAR, Esq. , I, Gregorio SANTA ANA freely and voluntarily enter into this plea agreement and agree to abide by all terms and conditions of this plea agreement. The entire agreement is set forth in 15 clauses. There are no other agreements in this case other than those set forth in this agreement. I have affixed my hand to each page, and under oath state that I have read and reviewed each page with my attorney and understand its contents and that all questions have been answered. This agreement is entered into freely and voluntarily in open court. I have consulted with my attorney and I have fully reviewed this Plea Agreement and voluntarily agree to abide by all of its terms and obligations. I further stipulate that I am satisfied with my attorney's services and that all of my questions have been answered.

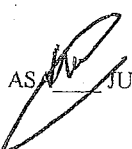
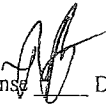
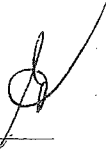


Gregorio SANTA ANA
Defendant

Sworn to and subscribed before me this the 15 day of March, 2016.



CIRCUIT COURT JUDGE

 AS _____ JUDGE _____ Counsel for the Defense  Defendant 

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA
Plaintiff, v.

CASE NO. F15-5235A
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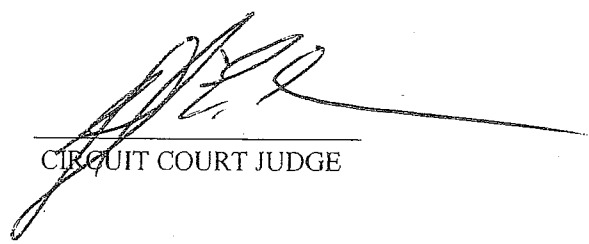
GREGORIO SANTA
ANA,
Defendant.

ORDER RATIFYING TERMS OF PLEA AGREEMENT

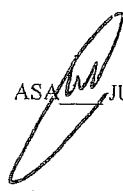

THIS CAUSE having come on to be heard upon the joint Motion of the State of Florida and the Defendant for an Order Ratifying Terms of Plea Agreement, it is hereby:

ORDERED AND ADJUDGED that the said Motion be and the same is GRANTED, and the Court, by this Order, expresses its intention to sentence the Defendant in the manner and to the extent stipulated in the said plea agreement.

DONE AND ORDERED in OPEN COURT at Miami, Dade County, Florida, this the ^{15th} day of March, 2016.



CIRCUIT COURT JUDGE

 JUDGE _____ Counsel for the Defense  Defendant 