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6  
7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF NEVADA**

9 -oOo-

10 UNITED STATES OF AMERICA, )

11 Plaintiff, )

12 v. )

13 LISA KIM, )

14 Defendant. )  
15

CASE NO.

**PLEA MEMORANDUM**

16 The United States of America, by and through Charles G. La Bella, Deputy Chief, and  
17 Mary Ann McCarthy, Trial Attorneys, U.S. Department of Justice, Criminal Division, Fraud  
18 Section, the defendant, LISA KIM, and the defendant's attorney, Charles E. Kelly, submit this Plea  
19 Memorandum. The United States and the defendant have reached the following plea agreement,  
20 which is not binding on the court:

21 **I. GROUP PLEA/PACKAGE PLEA AGREEMENT**

22 This agreement is contingent on a least five (5) of the thirteen (13) co-defendants,  
23 **ROSALIO ALCANTAR, PATRICK BERGSRUD, ROBERT BOLTEN, GLENN BROWN,**  
24 **PAUL CITELLI, MICHELLE DELUCA, CHARLES HAWKINS, SAMI ROBERT**  
25 **HINDIYEH, BRIAN JONES, MORRIS MATTINGLY, ARNOLD MYERS, ANTHONY**  
26 **ROY WILSON, and JEANNE WINKLER** successfully entering their guilty pleas together with  
27 Defendant **LISA KIM**, and that all pleas are accepted by the Court.

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**A. The Plea**

1. Defendant will plead guilty to Count One of the Information, charging Defendant with conspiracy to commit mail fraud and wire fraud, in violation of Title 18, United States Code, Section 1349, and Count Two of the Information, charging Defendant with misprision of felony, in violation of Title 18, United States Code, Section 3. Defendant also agrees to pay restitution and to the forfeiture of the property set forth in this Plea Memorandum.

**B. Additional Charges**

2. The U.S. Department of Justice, Criminal Division, Fraud Section, agrees to bring no additional criminal charges in the District of Nevada against the defendant relating to or arising from the offenses charged in the Information, except for any crime of violence and any crime unknown to the Fraud Section before the time the parties sign this Plea Memorandum.

**C. Sentencing Guideline Calculations**

3. Defendant understands that the Court is required to consider United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) among other factors in determining the defendant’s sentence. Defendant understands that the Sentencing Guidelines are advisory, and that after considering the Sentencing Guidelines, the Court may be free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crime of conviction.

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1           4.       The parties agree that the following calculations of the United States Sentencing  
2 Guidelines (2010) apply:

3           Base Offense Level (U.S.S.G. §2B1.1(a)):	7
4           Loss Amount of more than \$120,000 (U.S.S.G. §2B1.1(b)(1)(F)):	10
5           Sophisticated Means (U.S.S.G. §2B1.1(b)(9)(c)):	2
6           TOTAL	19

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9           5.       Pursuant to U.S.S.G. §3E1.1(a), the United States will recommend that the  
10 defendant receive a two (2) level adjustment for acceptance of responsibility unless Defendant (a)  
11 fails to make a complete factual basis for the guilty plea at the time it is entered; (b) is untruthful  
12 with the Court or probation officers in any respect, including, without limitation, financial  
13 information; (c) denies involvement in the offense or provides conflicting statements regarding  
14 Defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal  
15 conduct; (f) fails to appear in court; or (g) violates the conditions of Defendant's pretrial release  
16 conditions.

17           6.       Pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole discretion, make  
18 a motion for an additional one (1) level adjustment for acceptance of responsibility prior to  
19 sentencing if the defendant timely notifies the United States of the defendant's intention to plead  
20 guilty, thereby permitting the United States to avoid preparing for trial and allowing for the  
21 efficient allocation of resources.

22           7.       The United States will make a recommendation that the defendant receive a 1-  
23 level downward adjustment from the defendant's base offense level for Defendant LISA KIM and  
24 at least four (4) other co-defendants' group plea pursuant to Title 18, United States Code, Section  
25 3553(b), on the condition that the co-defendants' change of pleas are entered and conditionally  
26 accepted by the Court on or before the defendant's sentencing hearing. If less than five (5)

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1 defendants enter guilty pleas, the Government will not make any motion for a group plea  
2 downward departure.

3 8. The United States will make a recommendation that the defendant receive a 2-  
4 level downward adjustment from the defendant's base offense level for Defendant LISA KIM and  
5 at least eleven (11) other co-defendants' group plea pursuant to Title 18, United States Code,  
6 Section 3553(b), on the condition that the co-defendants' change of pleas are entered and  
7 conditionally accepted by the Court on or before the defendant's sentencing hearing.

8 9. The United States will make a recommendation that the defendant receive a 3-  
9 level downward adjustment from the defendant's base offense level for Defendant LISA KIM and  
10 at least seventeen (17) other co-defendants' group plea pursuant to Title 18, United States Code,  
11 Section 3553(b), on the condition that the co-defendants' change of pleas are entered and  
12 conditionally accepted by the Court on or before the defendants' sentencing hearing. The  
13 defendant acknowledges that no more than a total of 3-levels will be recommended for a group  
14 plea reduction.

15 10. Defendant's Criminal History Category will be determined by the court.

16 **D. Other Sentencing Matters**

17 11. The parties agree that the Sentencing Guideline calculations are based on  
18 information now known and could change upon investigation by the United States Probation  
19 Office. It is possible that factors unknown or unforeseen by the parties to the Plea Memorandum  
20 may be considered in determining the offense level, specific offense characteristics, and other  
21 related factors. In that event, the defendant will not withdraw her plea of guilty. Both the  
22 defendant and the United States are free to: (a) supplement the facts by supplying relevant  
23 information to the United States Probation Office and the Court, and (b) correct any and all factual  
24 inaccuracies relating to the calculation of the sentence.

25 12. The stipulations in this agreement do not bind either the United States Probation  
26 Office or the Court. Both Defendant and the United States are free to: (a) supplement the facts by  
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1 supplying relevant information to the United States Probation Office and the Court, and (b)  
2 correct any and all factual inaccuracies relating to the calculation of the sentence.

3 **F. Fines and Special Assessment**

4 13. Defendant agrees that the Court may impose a fine due and payable immediately  
5 upon sentencing.

6 14. Defendant will pay the special assessment of \$100 per count of conviction at the  
7 time of sentencing.

8 **F. Restitution**

9 15. Defendant agrees to make restitution for her offenses, described below in Section  
10 IV. At this time, the government estimates that there is no amount of restitution ascribable to  
11 Defendant. Defendant understands that any restitution imposed by the Court may not be  
12 discharged in whole or in part in any present or future bankruptcy proceeding.

13 **G. Forfeiture**

14 16. The parties agree that the government will not request that the Court require  
15 Defendant to pay forfeiture in addition to restitution. In the event of any order by the Court that  
16 Defendant shall pay forfeiture, the Defendant knowingly and voluntarily agrees to the following:

17 a. to abandon or to forfeit the property to the United States;

18 b. to relinquish all right, title, and interest in the property;

19 c. to waive her right to any abandonment proceedings, any civil administrative  
20 forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture  
21 proceedings (“proceedings”) of the property;

22 d. to waive service of process of any and all documents filed in this action or any  
23 proceedings concerning the property arising from the facts and circumstances of this case;

24 e. to waive any further notice to the defendant, the defendant’s agents, or the  
25 defendant’s attorney regarding the abandonment or the forfeiture and disposition of the property;

26 f. not to file any claim, answer, petition, or other documents in any proceedings  
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1 concerning the property;

2 g. to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P.  
3 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any  
4 abandonment proceeding or any forfeiture proceeding concerning the property;

5 h. to waive the defendant's right to a jury trial on the forfeiture of the property;

6 i. to waive (a) all constitutional, legal, and equitable defenses to, (b) any  
7 constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or  
8 defense under the Eighth Amendment to the United States Constitution, including, but not limited  
9 to, any claim or defense of excessive fine in any proceedings concerning the property; and

10 j. to the entry of an Order of Forfeiture of the property to the United States.

11 17. Defendant knowingly and voluntarily agrees and understands the abandonment,  
12 the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the  
13 property shall not be treated as satisfaction of any assessment, fine, restitution, cost of  
14 imprisonment, or any other penalty this Court may impose upon the defendant in addition to the  
15 abandonment or the forfeiture.

16 **H. Waiver of Appeal**

17 18. In exchange for the concessions made by the United States in this Plea  
18 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is  
19 imposed within the applicable Sentencing Guideline range as calculated by the Court, further  
20 waives the right to appeal the manner in which that sentence was determined on the grounds set  
21 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any  
22 other aspect of the conviction or sentence, including any order of restitution and forfeiture.

23 Defendant reserves only the right to appeal any portion of the sentence that is an upward departure  
24 from the applicable Sentencing Guideline range calculated by the Court.

25 19. Defendant also waives all collateral challenges, including any claims under Title  
26 18, United States Code, Section 2255, to the defendant's conviction, sentence and the procedure

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1 by which the Court adjudicated guilt and imposed sentence, except non-waivable claims of  
2 ineffective assistance of counsel.

3 **I. Additional Promises, Agreements, and Conditions**

4 20. In exchange for the United States entering into this memorandum, Defendant  
5 agrees that (a) the facts set forth in Section IV of this Plea Memorandum shall be admissible  
6 against the defendant under Fed. R. Evid. 801(d)(2)(A) in the following circumstances: (I) for any  
7 purpose at sentencing; and (ii) in any subsequent proceeding, including a trial in the event the  
8 defendant does not plead guilty or withdraws the defendant's guilty plea, to impeach or rebut any  
9 evidence, argument or representation offered by or on the defendant's behalf; and (b) the  
10 defendant expressly waives any and all rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid.  
11 410 with regard to the facts set forth in Section IV of the Plea Memorandum to the extent set forth  
12 above.

13 21. The parties agree that no promises, agreements, and conditions have been entered  
14 into other than those set forth in this plea memorandum, and will not be entered into unless in  
15 writing and signed by all parties.

16 **J. Limitations**

17 22. This Plea Memorandum is limited to the Criminal Division of the United States  
18 Department of Justice and cannot bind any other federal, state or local prosecuting, administrative,  
19 or regulatory authority. But, this Plea Memorandum does not prohibit the United States through  
20 any agency thereof, the Criminal Division of the United States Department of Justice, or any third  
21 party from initiating or prosecuting any civil proceeding directly or indirectly involving the  
22 defendant, including but not limited to, proceedings under the False Claims Act relating to  
23 potential civil monetary liability or by the Internal Revenue Service relating to potential tax  
24 liability.

25 **K. Cooperation**

1           23.     Defendant agrees, if requested by the United States, to provide complete and  
2 truthful information and testimony concerning Defendant's knowledge of all other persons who are  
3 committing or have committed offenses against the United States or any state, and agrees to  
4 cooperate fully with the United States in the investigation and prosecution of such persons.

5           24.     In the event the government decides in its sole discretion that the assistance  
6 provided by Defendant amounts to "substantial assistance" pursuant to U.S.S.G. § 5K1.1, the  
7 United States will timely file a motion for downward departure from the applicable Guideline  
8 calculation. The Court has the sole discretion to grant such a motion.

9           25.     Defendant agrees that a motion for downward departure based on substantial  
10 assistance shall not be made under any circumstances unless Defendant's cooperation is deemed to  
11 be substantial assistance by the government. The United States has made no promise, implied or  
12 otherwise, that Defendant will be granted a departure for substantial assistance. Further, no  
13 promise has been made that such a motion will be made even if Defendant complies with the terms  
14 of this Plea Memorandum in all respects but has been unable to provide substantial assistance as  
15 determined in the sole discretion of the government.

16           26.     The United States agrees to consider the totality of the circumstances, including,  
17 but not limited to, the following factors, in determining whether, in the sole discretion of the  
18 government, Defendant has provided substantial assistance which would merit a motion by the  
19 United States for a downward departure from the applicable Guideline:

20           a.     The United States' evaluation of the significance and usefulness of Defendant's  
21 assistance;

22           b.     The truthfulness, completeness, and reliability of any information or testimony  
23 provided by Defendant;

24           c.     The nature and extent of Defendant's assistance;

25           d.     The truthfulness and completeness in disclosing and bringing to the attention of  
26  
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1 the Government all crimes which Defendant has committed and all administrative, civil, or  
2 criminal proceedings, investigations, and prosecutions in which she has been or is a subject, target,  
3 party, or witness;

4 e. The truthfulness and completeness in disclosing and providing to the  
5 Government,  
6 upon request, any document, record, or other evidence relating to matters about which the  
7 Government or any designated law enforcement agency inquiries, including but not limited to,  
8 Defendant's personal finances;

9 f. Any injury suffered, or any danger or risk of injury to Defendant or Defendant's  
10 family resulting from Defendant's assistance; and,

11 g. The timeliness of Defendant's assistance.

12 27. Defendant agrees that in the event the United States files a downward departure  
13 motion based upon Defendant's substantial assistance, the United States reserves the right to make  
14 a specific recommendation to the Court regarding the extent of such a departure. Defendant  
15 understands and agrees that the final decision as to how much of a departure, if any, is warranted  
16 rests solely with the Court.

17 **L. Breach**

18 28. Defendant agrees that if Defendant, at any time after the signature of this  
19 Memorandum and execution of all required certifications by Defendant, Defendant's counsel, and  
20 an attorney for the government, knowingly violates or fails to perform any of Defendant's  
21 obligations under this Memorandum ("a breach"), the government may declare this Memorandum  
22 breached. All of Defendant's obligations are material, a single breach of this Memorandum is  
23 sufficient for the government to declare a breach, and Defendant shall not be deemed to have cured  
24 a breach without the express agreement of the government in writing. If the government declares  
25 this Memorandum breached, and the Court finds such a breach to have occurred, then: (a) if  
26 Defendant has previously entered a guilty plea pursuant to this Memorandum, Defendant will not  
27

1 be able to withdraw the guilty plea, and (b) the government will be relieved of all its obligations  
2 under this Memorandum.

### 3 II. PENALTY

4 29. The maximum penalty for a violation of Title 18, United States Code, Section  
5 1349, is imprisonment for not more than thirty (30) years, a \$1,000,000 fine, or both. The  
6 maximum penalty for a violation of Title 18, United States Code, Section 2, is imprisonment for  
7 not more than thirty (30) years, a \$1,000,000 fine, or both. Defendant is subject to supervised  
8 release for a term of not greater than five (5) years.

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

14 31. Defendant is required to pay for the costs of imprisonment, probation, and  
15 supervised release, unless the defendant establishes that the defendant does not have the ability to  
16 pay such costs, in which case the court may impose an alternative sanction such as community  
17 service.

### 18 III. ELEMENTS

19 32. The essential elements of the offenses are:

20 a. For the offense of conspiracy to commit mail fraud and wire fraud, in violation of  
21 18 U.S.C. § 1349, the essential elements are as follows:

22 (1) First, from as early as in or about November 2004 through at least in  
23 or about February 2009, there was an agreement between two or more persons to commit mail  
24 fraud and wire fraud;

25 (2) Second, the defendant was a party to or member of that agreement;  
26 and

27 (3) Third, the defendant joined the agreement or conspiracy knowing of

1 at least one of its objects and intending to help accomplish it.

2 b. For the offense of misprision of a felony, in violation of 18 U.S.C. § 4, the  
3 essential elements are as follows:

4 (1) First, between in or around October 2008 and in or around July 2009 a federal  
5 felony was committed, to wit: conspiracy to commit bank fraud;

6 (2) Second, the Defendant had knowledge of the commission of the felony;

7 (3) Third, the Defendant failed to notify an authority as soon as possible;

8 (4) Fourth, the Defendant did an affirmative act, as charged, to conceal the crime.

9 **IV. FACTS**

10 33. Defendant is pleading guilty because Defendant is guilty of the charged offenses.

11 34. Defendant specifically admits and declares under penalty of perjury that all of the  
12 facts set forth below are true and correct:

13 35. From as early as in or about November 2004 through at least in or about February  
14 2009, Defendant knowingly participated in a scheme to control various Homeowner Association  
15 (HOA) boards of directors so that the HOA boards would award the handling of construction  
16 defect lawsuits and remedial construction contracts to a law firm and construction company  
17 designated by Defendant's co-conspirators.

18 36. In order to accomplish this scheme, co-conspirators acted as straw purchasers of  
19 properties in numerous Nevada HOA communities. The co-conspirators managed and operated  
20 the payments associated with maintaining these straw properties by running a so-called "Bill Pay  
21 Program," pursuant to which co-conspirators funded the properties through several limited liability  
22 companies and at the direction of a co-conspirator. Many of the payments on these straw  
23 properties were wired from California to Nevada. Co-conspirators also transferred an interest in  
24 some of the units to other co-conspirators to make it appear as if the co-conspirator was a bona  
25 fide homeowner.

26 37. The straw purchasers and those who acquired a transferred interest agreed to run  
27 for election to the respective HOA boards. These co-conspirators were paid in cash, check, or

1 promised things of value for their participation, all of which resulted in a personal financial benefit  
2 to the co-conspirators.

3           38. Defendant specifically admits and declares under penalty of perjury that all of the  
4 facts set forth below of which the Defendant has knowledge of as a member of the conspiracy are  
5 true and correct. The parties agree that some of the facts outlined below were actions taken by  
6 Defendant's co-conspirators and without the knowledge or involvement of the Defendant at the  
7 time; however, Defendant acknowledges that she knew of the unlawful purpose of the conspiracy  
8 and willfully joined it and that she is, therefore, responsible as a member of the conspiracy for those  
9 actions that were taken by her co-conspirators in furtherance of the conspiracy. Defendant's actions  
10 in furtherance of the conspiracy are specifically indicated.

11           39. In 2004, Defendant owned and operated a property management company in Las  
12 Vegas. Defendant knew that co-conspirators controlled the board of directors at the Vistana  
13 condominium complex HOA and that a co-conspirator directed their voting, hiring and other  
14 official duties as board members. In November 2004, Defendant agreed with the co-conspirator  
15 directing the board that her company would assume the role of property manager of Vistana,  
16 knowing that her co-conspirator had directed the Vistana HOA to hire her property management  
17 company for the job.

18           40. With respect to a February 2005 recall election for the Vistana HOA board of  
19 directors, the co-conspirator who directed the activities of the Vistana HOA board of directors  
20 instructed Defendant to make sure that co-conspirator board members were not removed as a result  
21 of the recall election. And said co conspirator instructed Defendant how to falsify the ballots. In  
22 furtherance of this goal, Defendant and her co-conspirators agreed to falsify ballots to ensure that  
23 the co-conspirator board members received enough votes to retain their position on the board, and  
24 Defendant instructed a co-conspirator how to falsify the ballots.

25           41. Another tactic the co-conspirators used to rig certain HOA board elections was to  
26 prepare forged ballots for out-of-town homeowners and either cause them to be transported or  
27 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various

1 locations around California so as to make it appear that the ballots were completed and mailed by  
2 bona fide homeowners residing in California. Defendant's co-conspirators utilized this tactic in an  
3 April 2008 election for the Park Avenue board of directors. In response to an inquiry from the  
4 Ombudsman for the Nevada Real Estate Division relating to the propriety of the election,  
5 Defendant, in coordination with the co-conspirator who was handling the construction defect  
6 litigation for Park Avenue, failed to disclose her knowledge that the election had been rigged and  
7 that her co-conspirators had tampered with the votes.

8           42. Defendant later learned that co-conspirators also attempted to create the  
9 appearance that the elections were legitimate by hiring independent attorneys to run the HOA board  
10 elections. The homeowners were led to believe that these "special election masters" were supposed  
11 to: (i) contact the bona fide homeowners to inform them of the election; (ii) mail the bona fide  
12 homeowners election ballots and voting instructions; (iii) collect and secure those election ballots  
13 returned by mail until the date of the election; and, (iv) preside over the HOA board election,  
14 including supervising the counting of ballots. However, they, too, were paid in cash, check, and  
15 promised things of value, by or on behalf of Defendant's co-conspirators for their assistance in  
16 rigging the elections.

17           43. Once elected, the co-conspirator board members would meet with other co-  
18 conspirators in order to manipulate board votes, including the selection of community managers,  
19 contractors, and general counsel for the HOA and attorneys to represent the HOA.

20           44. Often the co-conspirators created and submitted fake bids for "competitors" to  
21 make the process appear to be legitimate while ensuring co-conspirators were awarded the contract.

22  
23           45. Once hired, the co-conspirator community managers, including Defendant, and  
24 general counsel were paid in cash, check, or things of value for using their positions to gain inside  
25 information and recommend that the HOA board hire a co-conspirator for remediation and  
26 construction defect repairs.

27           46. This process created the appearance of legitimacy since bona fide homeowners

1 believed the elected board members and community managers were, as fiduciaries, acting in their  
2 best interest rather than to advance the financial interests of co-conspirators. In fact, Defendant and  
3 others were paid or received things of value by or on behalf of their co-conspirators for their  
4 assistance in purchasing the properties, obtaining HOA membership status, rigging elections, using  
5 their positions to manipulate the HOA's business and to further the goals of the conspiracy, and to  
6 enrich the co-conspirators at the expense of the HOA and the bona fide homeowners.

7           47. In addition, the initial contract for emergency remediation repairs contained a  
8 "right of first refusal" clause to ensure that a co-conspirator was awarded the construction repair  
9 contracts following the construction defect litigation. Defendant was aware that immediately after  
10 the settlement of the construction defect litigation, a co-conspirator member of the Park Avenue  
11 HOA board of directors lead an effort to secure the board's vote in favor of granting the  
12 construction repair contract to the co-conspirator construction company pursuant to the right of first  
13 refusal.

14           48. From at least in or about October 2008 through in or about July 2009, Defendant  
15 and others together tried to obtain a bank loan for a café of which certain of the other individuals  
16 who were involved were principals.

17           49. Defendant knew that in or about October 2008, certain of the other individuals  
18 signed a joint venture agreement with S.K. to operate a café for a period of three years without  
19 informing the Clark County, Nevada officials who provided the principals of the café with a lease  
20 for the commercial space in which it was located, contrary to the requirements of the lease terms.

21           50. Defendant and some of the principals did meet with a loan officer from a bank in  
22 the Las Vegas area seeking the refinancing of a loan for the café. It was agreed between the  
23 principals and the loan officer that the fact that S.K. operated the café on a day-to-day basis, paid a  
24 monthly fee of \$8,000 to the principals of the café, and retained any additional profits from the  
25 operation of the café, would be concealed from the bank's loan committee.

26           51. Defendant and the others agreed to and did obtain financial statements for the  
27 business entity under which S.K. operated the café with the intent of altering the financial

1 statements to falsely represent the financial statements to be those of the business entity through  
2 which the principals owned the café. At the directive of co-conspirators, Defendant made the  
3 changes to the financial statements.

4 52. Defendant later discovered that certain of the others signed a loan application for  
5 submission without informing the bank of the true business arrangement with S.K. and representing  
6 the financial statements of the entity through which S.K. operated the café as those of the business  
7 entity through which the principals owned the café, knowing that the bank would not issue a loan if  
8 the bank knew the true state of affairs.

#### 9 V. ACKNOWLEDGMENT

10 53. Defendant acknowledges by the defendant's signature below that Defendant has  
11 read this Plea Memorandum, that Defendant understands the terms and conditions, and the factual  
12 basis set forth herein, that Defendant has discussed these matters with Defendant's attorney, and  
13 that the matters set forth in this memorandum, including the facts set forth in Part IV above, are true  
14 and correct.

15 54. Defendant acknowledges that Defendant has been advised, and understands, that  
16 by entering a plea of guilty the defendant is waiving, that is, giving up, certain rights guaranteed to  
17 the defendant by law and by the Constitution of the United States. Specifically, Defendant is giving  
18 up:

- 19 a. The right to proceed to trial by jury on the original charges, or to a trial by a judge if  
20 Defendant and the United States both agree;
- 21 b. The right to confront the witnesses against Defendant at such a trial, and to  
22 cross-examine them;
- 23 c. The right to remain silent at such trial, with such silence not to be used against  
24 Defendant in any way;
- 25 d. The right, should Defendant so choose, to testify in Defendant's own behalf at such  
26 a trial;
- 27 e. The right to compel witnesses to appear at such a trial, and to testify in

1 Defendant's behalf; and,

2 f. The right to have the assistance of an attorney at all stages of such proceedings.

3 55. Defendant acknowledges that Defendant is, in all respects, satisfied by the  
4 representation provided by Defendant's attorney and that Defendant's attorney has discussed with  
5 defendant the burdens and benefits of this Memorandum and the rights that Defendant has waived  
6 herein.

7 56. Defendant, Defendant's attorney, and the attorney for the United States  
8 acknowledge that this Plea Memorandum contains the entire agreement negotiated and agreed to by  
9 and between the parties, and that no other promise has been made or implied by either the  
10 Defendant, Defendant's attorney, or the attorney for the United States.

11  
12 DENIS MCINERNEY  
13 Chief  
14 United States Department of Justice, Criminal Division, Fraud  
15 Section

16  
17 CHARLES LA BELLA  
18 Deputy Chief  
19 MARY ANN McCARTHY  
20 Trial Attorney  
21 United States Department of Justice  
22 Criminal Division, Fraud Section

23  
24 LISA KIM  
25 Defendant

26  
27 CHARLES E. KELLY  
Counsel for Defendant

3-15-12  
15 DATED

march 5<sup>th</sup>, 2012  
19 DATED

3/15/12  
22 DATED