

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

DEC 18 2007

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA)
)
)
 v.)
)
 DIANA BAKIR DEMILTA,)
)
 Defendant.)
 _____)

FILED UNDER SEAL

Criminal No.

07-0315

Filed:

November __, 2007

Violation:

18 U.S.C. § 1343

PLEA AGREEMENT

The United States of America and Diana Bakir Demilta ("defendant") hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

RIGHTS OF DEFENDANT

1. The defendant understands her rights:

- (a) to be represented by an attorney;
- (b) to be charged by Indictment;
- (c) to plead not guilty to any criminal charge brought against her;
- (d) to have a trial by jury, at which she would be presumed not

guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for her to be found guilty;

- (e) to confront and cross-examine witnesses against her and to subpoena witnesses in her defense at trial;

- (f) not to be compelled to incriminate herself;
- (g) to appeal her conviction, if she is found guilty; and
- (h) to appeal the imposition of sentence against her.

**AGREEMENT TO PLEAD GUILTY
AND WAIVE CERTAIN RIGHTS**

2. The defendant knowingly and voluntarily waives the rights set out in paragraph 1(b)-(g) above, as well as all jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the prosecution of this case against her in the United States District Court for the District of Columbia. The defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. §§ 2241 or 2255, that challenges the sentence imposed by the Court, unless the sentence imposed by the Court constitutes an upward departure from the Guideline range deemed applicable by the Court, as described in paragraph 8, in which case defendant's appeal will be expressly limited to contesting the upward departure. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Pursuant to Fed. R. Crim. P. 7(b), defendant will waive indictment and plead guilty at arraignment to a one-count Information to be filed in the United States District Court for the District of Columbia charging the defendant with wire fraud in violation of Title 18, United States Code, Section 1343.

3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charge described in paragraph 2 above and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, set forth in paragraph 4. The defendant agrees those facts establish her guilt beyond a reasonable doubt.

FACTUAL BASIS FOR OFFENSE OF CONVICTION

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) For purposes of this Plea Agreement, the "relevant period" is from in or about September 2004 until in or about March 2005. During the relevant period, Diana Bakir Demilta worked in Baghdad, Iraq as the President of Global-Link Distribution LLC ("Global Link"), a general contracting company organized and existing under the laws of Delaware, with its principal place of business and operations in the International Zone, Baghdad, Iraq and with an address in Port Orange, Florida.

(b) On May 11, 2004, the White House issued National Security Presidential Directive 36, assigning principal responsibility for training, developing, and equipping the Iraqi Security Forces to the United States Department of Defense Central Command ("CENTCOM"). As part of its efforts, CENTCOM established the Multi-National Security Transition Command - Iraq ("MNSTC-I"), which reported to CENTCOM.

(c) MNSTC-I's mission was to provide regional security by assisting the Iraqi Government in the development of Iraqi Security Forces. During the relevant period, MNSTC-I oversaw the Civilian Police Assistance Training Team ("CPATT"), which was tasked to develop the Iraqi Civilian Police Forces.

(d) During the relevant period, MNSTC-I's and CPATT's contracting procedures were regulated by the Federal Acquisition Regulations ("FAR").

(e) In an email of September 20, 2004, Demilta was advised by Person A, a Senior Contracting Advisor for CPATT, of upcoming contract #W914NS-05-M-9120 for 540 Level IIIA bullet-proof vests for use by Iraqi security forces.

(f) For the award of contract #W914NS-05-M-9120, FAR §§ 12.203, 13.104 required a competitive bidding process. In order "to promote competition to the maximum extent practicable," the FAR describes a competitive bidding process as one where the contracting office receives at least three independent bids. FAR § 13.104. In an email of September 20, 2004, Demilta was requested by Person A to "use [her] various contacts to obtain three bids..."

(g) During the relevant period, Demilta devised a scheme to defraud the United States of money by means of material false or fraudulent pretenses and representations. This scheme consisted of Demilta fraudulently securing contract #W914NS-05-M-9120, and thus payment under that contract, by subverting the applicable contracting requirements through the submission of multiple sham bids. As a part of the scheme, Demilta deceptively used dormant and/or related companies to submit apparently competitive bids for contract #W914NS-05-M-9120, thereby fraudulently inducing the award of and payment for that contract, by creating the impression of the required competitive contracting process, when in fact, no competition existed.

(h) On September 21, Demilta used a personal email account with Yahoo! Inc., based in Sunnyvale, California, to email Person B, the owner of a Kuwaiti general trading firm, Company A. Demilta's email requested that Person B "send me three invoices[,] one in your name, one in mine and invent another. Your price retail plus 60%[,] second plus 80[%] and third 100[%]."

(i) On September 22, 2004, Demilta used her Yahoo! email account to email

Person C, a Contract Administrator for Company A, about the bullet-proof vest contract.

In her email, Demilta reminded Person C to "issue three bids and send to [CPATT]."

Demilta added: "Remember 40% for [Company A] and the other two increase the percentage."

(j) On or about September 21 or 22, as instructed by Demilta, Person C

submitted three bids for the 540 bullet-proof vests. Pursuant to Demilta's instruction,

Company A's bid was the lowest one at \$375 per vest and the other two bids were sham

or cover bids intended to appear competitive, when, in fact, they were not. Company B, a

dormant company owned by Person B, bid marginally higher than Company A. The

cover letter on Company B's bid was nominally signed by an individual who had not

worked for Company A in over five years. The third sham bid was from a Person B

company involved in the oil industry. The cover letter on this bid was nominally signed

by Company A's administrative assistant.

(k) On October 27, 2004, Company A was awarded contract #W914NS-05-

M-9120 to supply 540 Level IIIA bullet-proof vests for the Iraqi Security Forces.

Company A's contract price was \$202,500 ex-CPATT's warehouse in Baghdad. The

United States Department of Defense, Defense Finance and Accounting Service

("DFAS"), located at 325 Brooks Road, Rome, NY 13441-4527, was listed on the face of

the contract as the entity to disburse payment to Company A upon completion of the

contract.

(l) Also on October 27, 2004, Person B authored a letter on behalf of

Company A authorizing Demilta "to negotiate, provide, and receive all funds" related to the contract.

(m) On or before December 15, 2004, Demilta effected delivery of the 540 vests to CPATT's warehouse in Baghdad. On February 8, 2005, Demilta prepared and presented a voucher to a United States Army disbursing agent to collect the funds due under the contract, and on or after February 19, 2005, Demilta was paid \$202,500 in cash.

(n) The funds disbursed to Demilta were administered by members of the United States Army assigned to Army Disbursing Station 8547 at Camp Anaconda, Iraq and drawn from the Iraq Relief and Reconstruction Fund, established and endowed by Congress with \$20.9 billion on November 6, 2003 to help rebuild Iraq.

(o) In or about March 2005, a disbursing agent at Army Disbursing Station 8547 input the payment data related to contract #W914NS-05-M-9120 in an accounting database called the Deployable Disbursing System ("DDS"). This payment data was then sent via email from Camp Anaconda, Iraq to the United States Department of Defense, Defense Finance and Accounting Service ("DFAS") in Rome, New York. A disbursing agent from Army Disbursing Station 8547 subsequently mailed the original documents from Iraq to the DFAS in Rome, NY for administrative filing.

(p) For purposes of executing this scheme or artifice to defraud, Demilta transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by wire communications in interstate or foreign commerce, including various emails sent to and from Demilta's Yahoo! account, located in Sunnyvale, California, from and to

various places outside the State of California, and email and accounting documents

transmitted between Iraq and DFAS in Rome, NY.

(q) A substantial part of this fraudulent scheme was committed from outside the United States, including from Kuwait, where Company A is based, and from Iraq, where Demilta lived and where the bullet-proof vests were contracted for and delivered.

(r) Demilta was the organizer and leader of this illegal scheme to defraud the United States of money through the fraudulent inducement of contract awards.

(s) The loss occasioned to the United States Department of Defense by Demilta's conduct was more than \$70,000.

COMMISSION OF ADDITIONAL OFFENSE

5. In addition to the offense of conviction, as set forth in paragraph 4, defendant also stipulates, pursuant to United States Sentencing Guidelines ("U.S.S.G." "Sentencing Guidelines," or "Guidelines") § 1B1.2(c), to the commission of the following additional offense. For the purpose of sentencing pursuant to this plea agreement, this offense shall be treated as if the defendant had been convicted of an additional count charging this offense.

(a) In or about 2004-05, defendant was solicited and then did directly and indirectly corruptly give, offer, and promise a thing of value to a public official with the intent to influence an official act and with the intent to induce such public official to do or omit to do an act in violation of the lawful duty of such official; to wit, after being solicited, defendant gave approximately \$60,000 in U.S. currency to Person A with intent to induce Person A to exercise his influence with CPATT in the award of CPATT contracts in violation of his official duties, and with intent to influence Person A to expedite payment for CPATT contracts awarded and to be awarded to the defendant's company.

(b) During the 2004-05, Person A, a Senior Contracting Advisor for CPATT, was a
"public official," as defined by 18 U.S.C. § 201(a)(1).

(c) Defendant's additional offense conduct violated 18 U.S.C. § 201(b)(1).

POSSIBLE MAXIMUM SENTENCE

6. The defendant understands that the statutory maximum penalty which may be imposed against her upon conviction for a violation of 18 U.S.C. § 1343 is:

(a) a term of imprisonment for twenty (20) years (18 U.S.C. § 1343);

(b) a fine in an amount equal to the greatest of: (1) \$250,000; or (2) twice the gross pecuniary gain derived from the crime; or (3) twice the gross pecuniary loss caused to the victims of the crime; (18 U.S.C. § 3571);

(c) a term of supervised release of not more than three years following any term of imprisonment. If the defendant violates any condition of supervised release, the defendant could be imprisoned for up to two (2) years (18 U.S.C. § 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and U.S.S.G. § 5D1.2(a)(2)).

7. In addition, the defendant understands that:

(a) pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), the Court shall order her to pay restitution to the victims of the offense; and

(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the defendant to pay a \$100.00 special assessment upon conviction for the charged crime.

SENTENCING GUIDELINES

8. The defendant understands that the Guidelines are advisory, not mandatory, and that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The

defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. The defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). The defendant agrees that this plea agreement, along with any sentencing memoranda, and the record that will be created by the United States and the defendant at the plea hearing will provide sufficient information concerning the defendant, the crimes charged, and the defendant's role in the crimes to enable the meaningful exercise of the Court's sentencing authority under 18 U.S.C. § 3553. Pursuant to U.S.S.G. § 1B1.8, the United States agrees that self-incriminating information that the defendant provides to the United States pursuant to this Plea Agreement will not be used in determining the defendant's applicable Guidelines range; except to the extent provided in U.S.S.G. § 1B1.8(b).

SENTENCING AGREEMENT

9. As to the offense of conviction, the United States and the defendant understand, agree, and stipulate to the following applicable sentencing guidelines considerations and factors:
- (a) The November 1, 2006 edition of the Guidelines applies;
 - (b) The controlling Guideline is U.S.S.G. § 2B1.1;
 - (c) Pursuant to the Guidelines § 2B1.1(a)(1), the base offense level is 7;
 - (d) The loss intended by the offense was more than \$70,000 but not more than \$120,000, and therefore an eight-level increase is appropriate pursuant to U.S.S.G. § 2B1.1(b)(1)(E); and
 - (e) Demilta was the leader and organizer of this criminal activity, and thus a two-level increase is appropriate pursuant to U.S.S.G. § 3B1.1(c).

(f) The parties agree that either side may make arguments at sentencing regarding whether the conduct described in paragraph 4 warrants a two-level sentencing enhancement under U.S.S.G. § 2B1.1(b)(9).

10. As to the additional offense conduct described in paragraph 5, the United States and the defendant understand, agree, and stipulate to the following applicable sentencing guidelines considerations and factors:

- (a) The November 1, 2006 edition of the Guidelines applies;
- (b) The controlling Guideline is U.S.S.G. § 2C1.1;
- (c) Pursuant to Guideline § 2C1.1(a)(2), the base offense level is 12;
- (d) The value of the payment received was more than \$30,000 but not more than \$70,000, and thus a six-level increase is appropriate. U.S.S.G. § 2B1.1(b)(1)(D);

11. The parties further agree that pursuant to U.S.S.G. § 3D1.2, the offense of conviction and the additional offense conduct are not closely related offenses. Therefore, the parties agree that upon determining the Offense Level for the offense of conviction and the additional offense conduct, as set forth in paragraphs 9-10 above, Guideline § 3D1.4 then applies to yield the Combined Offense Level. As to the Combined Offense Level, the parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the United States Sentencing Commission in formulating the Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0, except that the parties agree to recommend that a one-level downward departure is appropriate pursuant to U.S.S.G. § 5K2.16, in recognition of the defendant's voluntarily disclosure of the additional offense conduct and that it was unlikely such conduct would have otherwise been discovered. The parties further agree as to the offenses not to seek or support any sentence outside the Guidelines range deemed

applicable by the Court, as described in paragraphs 8-14, or to seek or support any Guidelines

adjustment for any reason not set forth in this Plea Agreement.

12. The United States does not oppose a two-level reduction in the defendant's combined offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the Court determines the defendant's offense level to be 16 or greater prior to the operation of U.S.S.G. 3E1.1(a), the United States agrees to make a motion under U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the defendant's timely notification of her intention to plead guilty. The United States may oppose any adjustment for acceptance of responsibility if the defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offenses; (c) gives conflicting statements about her involvement in the offenses; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw her plea of guilty.

13. The defendant understands that there is no agreement as to the sentencing provisions set out in Chapter Four of the Guidelines, and that the foregoing sentencing guidelines calculations could change based upon her criminal history category, or if she is a career offender, or if the instant offense was part of a pattern of criminal conduct from which she derived a substantial portion of her income.

14. Subject to the full and continuing cooperation of the defendant, as described in paragraph 19 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it will make a motion, pursuant to U.S.S.G. § 5K1.1, for at least a two-level downward departure from the Guidelines incarceration range because of the defendant's

substantial assistance in the government's investigations of violations of federal criminal law.

The United States shall have sole discretion in determining whether the defendant has provided substantial assistance, and therefore, whether any motion pursuant to § 5K1.1 should be made.

The United States's determination of whether the defendant has provided substantial assistance will not depend in any way on the outcome of any trial or other proceeding. If the United States makes a downward departure motion, the defendant is bound by the departure level recommended by the United States. It is understood that should the United States determine that the defendant has not provided substantial assistance, such a determination will release the United States from any obligation to make a motion pursuant to § 5K1.1, but it will not entitle the defendant to withdraw her guilty plea once it has been entered. It is understood that, even if the United States makes a downward departure motion, the sentence to be imposed on the defendant remains within the sole discretion of the Court.

15. Subject to the ongoing, full, and truthful cooperation of the defendant described in paragraph 19 of this Plea Agreement, and before sentencing in the case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of the defendant's cooperation and her commitment to prospective cooperation with the United States investigation and prosecutions, all material facts relating to the defendant's involvement in the charged offense, and all other relevant conduct. To enable the Court to have the benefit of all relevant sentencing information, the United States may request, and the defendant will not oppose, that sentencing be postponed until her cooperation is complete.

16. The United States and the defendant understand that the Court retains complete discretion to accept or reject the Guidelines calculations provided for in paragraphs 9-10 of this

Plea Agreement. The defendant understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if

the Court does not impose a sentence consistent with the recommended Guidelines calculation contained in this Agreement, she nevertheless has no right to withdraw her guilty plea.

DEFENDANT'S AGREEMENT TO FILE TAX RETURNS

17. Defendant agrees that no later than 180 days following the entry of this Plea Agreement, defendant and Global-Link shall file accurate tax returns or amended tax returns, as necessary for the tax years 2004 through 2005, and will pay or will enter into an agreement to pay, taxes due and owing by her to the IRS, including interest, on such terms and conditions as she and the IRS agree. Defendant agrees to cooperate fully, completely, and truthfully with the IRS in determining the accuracy and completeness of all required returns or amended returns.

RESTITUTION

18. As to the offense of conviction, the defendant agrees to the entry of a restitution order pursuant to 18 U.S.C. §§ 3556 and 3663A(c)(1)(A)(ii). The parties agree that, as to the offense of conviction, restitution is owed for the following actual losses:

A. \$70,000 to the United States Department of Defense.

There is no agreement as to how much restitution is owed for the additional offense conduct.

The United States agrees not to oppose the imposition of a reasonable payment schedule, as directed by the Court after its review of the factors enumerated in 18 U.S.C. § 3664.

DEFENDANT'S COOPERATION

19. The defendant will cooperate fully and truthfully with the United States in the investigation and prosecution of this case as well as any other federal investigation, prosecution

or proceeding to which the United States is a party ("Federal Proceeding"). The ongoing, full,

and truthful cooperation of the defendant shall include, but not be limited to:

- (a) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, in the possession, custody, or control of the defendant, requested by attorneys and agents of the United States;
- (b) making herself available for interviews, not at the expense of the United States, upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503 et seq.);
- (d) otherwise voluntarily procuring and providing the United States with any non-privileged material or information, not requested in (a) - (c) of this paragraph, that she may have access to that is related to any Federal Proceeding; and
- (e) when called upon to do so by the United States in connection with any Federal Proceeding, testifying in the grand jury, trial, and other judicial proceedings, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-02), and obstruction of justice (18 U.S.C. § 1503 et seq.).

GOVERNMENT'S AGREEMENT

20. Subject to the full, truthful, and continuing cooperation of the defendant, as described in paragraph 19 of this Plea Agreement, and upon the Court's acceptance of the guilty

plea called for by this Plea Agreement and the imposition of sentence, the United States will not

bring further criminal charges against the defendant for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the crimes arising from the facts set forth in the Information and this Plea Agreement, or for crimes disclosed to the United States before the date of this Plea Agreement and discussed during briefings related to this Plea Agreement ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, to any crime of violence or to any offenses which the Defendant failed to disclose fully to the United States.

21. The defendant understands that she may be subject to administrative action by federal or state agencies other than the Department of Justice, Antitrust Division, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take. However, the United States agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such administrative action of the fact, manner, and extent of the cooperation of the defendant as a matter for that agency to consider before determining what administrative action, if any, to take.

REPRESENTATION BY COUNSEL

22. The defendant has reviewed all legal and factual aspects of this case with her attorney and is fully satisfied with her attorney's legal representation. The defendant has thoroughly reviewed this Plea Agreement with her attorney and has received satisfactory explanations from her attorney concerning each paragraph of this Plea Agreement and alternatives available to the defendant other than entering into this Plea Agreement. After conferring with her

attorney and considering all available alternatives, the defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

VOLUNTARY PLEA

23. The defendant's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States has made no promises or representations to the defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

24. The defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that the defendant has failed to provide full and truthful cooperation, as described in paragraph 19 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify the defendant or her counsel in writing by personal or overnight delivery or facsimile transmission and may also notify her counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and the defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. The defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against the defendant for any Relevant Offense, the statute of limitations period for such offense will be tolled for the period

between the date of the signing of this Plea Agreement and six (6) months after the date the

United States gave notice of its intent to void its obligations under this Plea Agreement.

25. The defendant understands and agrees that in any further prosecution of her resulting from the release of the United States from its obligations under this Plea Agreement based on the defendant's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by her to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against her in any such further prosecution. In addition, the defendant unconditionally waives her right to challenge the use of such evidence in any such further prosecution, notwithstanding Fed. R. Evid. 410.

DUPLICITY WAIVER

26. Defendant agrees to waive any objection or defense she might have based on the United States joining in a single count, as set forth in Count One of the Information, multiple distinct and separate offenses of wire fraud. Defendant understands that this waiver is knowingly and voluntarily made after fully conferring with, and on the advice of, her counsel.

ENTIRETY OF AGREEMENT

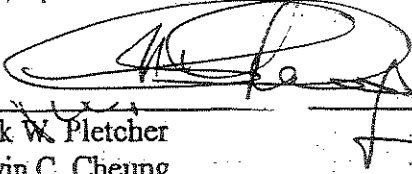
27. This Plea Agreement constitutes the entire agreement between the United States and the defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and the defendant.

28. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

29. A facsimile or electronically scanned signature shall be deemed an

original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

By:


Mark W. Pletcher
Calvin C. Cheung
Trial Attorneys
United States Department of Justice
Antitrust Division

I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the factual and advisory Guidelines stipulations with my attorney, and I do not wish to change any part of it. I understand this Plea Agreement, and I voluntarily agree to it. I am completely satisfied with the representation of my attorney.

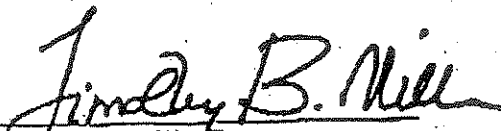
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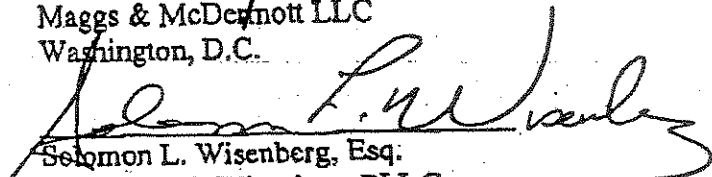

Diana B. Demilta

I am Diana Bakir Demilta's attorney. I have carefully reviewed every part of this agreement with her. To my knowledge, her decision to enter into this agreement is informed and voluntary.

23 Sept 2007
Date

9/24/2007
Date


Timothy B. Mills, Esq.
Maggs & McDermott LLC
Washington, D.C.


Solomon L. Wisenberg, Esq.
Wisenberg & Wisenberg PLLC
Washington, D.C.