

FILED 8-12-09

LORETTA G. WHITE
CLERK

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA)
)
 v.)
)
 GLORIA MARTINEZ,)
)
 Defendant.)
 _____)

PLEA AGREEMENT

Case No. 09-240 "L" (1)

Violations: 18 U.S.C. § 371 (Conspiracy)
18 U.S.C. § 201 (Bribery)
18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)

The United States of America and GLORIA MARTINEZ ("defendant") and defendant's counsel 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. 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.

Fee _____
 Process _____
 Dkt'd _____
 CtRmDep _____
 Doc. No. _____

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

2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(g) above, including all jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case against her in the United States District Court for the Eastern District of Louisiana. 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 9, 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 set forth in 18 U.S.C. § 3742(b), (c). Pursuant to Fed. R. Crim. P. 7(b), defendant will waive indictment and plead guilty to a three-count Information to be filed in the Eastern District of Louisiana. The Information will charge defendant with one count of conspiracy to commit bribery, in violation of 18 U.S.C. § 371, and two counts of bribery of a public official, in violation of 18 U.S.C. § 201(b). Defendant admits that she did knowingly and unlawfully combine, conspire, confederate, and agree with others, directly and indirectly, to corruptly seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts and being induced to do and omit to do acts in violation of her official duty. Defendant further admits that, as a public official, she directly and indirectly did corruptly seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts and in return for being induced to

do and omit to do acts in violation of her official duty.

3. Pursuant to the terms of this Plea Agreement, defendant will plead guilty to the criminal charges described in Paragraph 2 and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4. Defendant is pleading guilty because she is guilty and understands that she will be adjudicated guilty of these offenses.

Defendant agrees that the facts in Paragraph 4 establish her guilt beyond a reasonable doubt.

FACTUAL BASIS FOR OFFENSE CHARGED

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 that period from at least in or about June 2005 until at least in or about December 2007. From in or about July 2003 until in or about October 2006, defendant was employed by the United States Army Corps of Engineers (“USACE”) as a Supervisory Contract Specialist, stationed at the Gulf Regional Division (“GRD”), Baghdad, Iraq. From in or about October 2006 until in or about December 2007, defendant was employed by USACE as a Supervisory Procurement Analyst, stationed at the Afghanistan Engineer District (“AED”), Kabul, Afghanistan. As a civilian employee of USACE, defendant was a public official within the meaning of 18 U.S.C. § 201(a)(1).

(b) As a Supervisory Contract Specialist at GRD, and as a Supervisory Procurement Analyst at AED, defendant was responsible for the solicitation, award, and administration of USACE construction contracts. Her duties included engaging in contract negotiations; assessing and approving contract awards, modifications, and

terminations; overseeing and participating in the investigation and resolution of contractor claims, including Requests for Equitable Adjustment (“REAs”); and overseeing the administration of contracts. To execute these duties, defendant held an unlimited contract warrant, allowing her to award contracts and approve contracting actions of any dollar value. During the relevant period, as a Supervisory Contract Specialist and as a Supervisory Procurement Analyst, defendant was a public official in a high-level decision-making and sensitive position at USACE.

(c) During the relevant period, Company One, owned and operated by Person A; Company Two, owned and operated by Person B; and Company Three, owned and operated by Person C, Person D, Person E, and Person F, held contracts with USACE in GRD. Company Three also held contracts with USACE in AED.

(d) At various points during the relevant period, Co-Conspirator One, a relative of defendant, was employed by or worked as a consultant for Companies One, Two, and Three, collectively hereinafter the “Contractor Companies.”

(e) As to Count One, during the relevant period, defendant conspired with Co-Conspirator One and others known and unknown, directly and indirectly, to corruptly seek, receive, accept, and agree to receive and accept money and other things of value, personally and for others, in return for being influenced in the performance of official acts and in return for being induced to do and omit to do acts in violation of her official duty and defendant and her co-conspirators took overt acts in furtherance of the illegal objects of the conspiracy; to wit, beginning at least in or around June 2005 and continuing until at least in or around December 2007, defendant conspired with others to commit bribery, by

directly and indirectly, corruptly seeking, receiving, accepting, and agreeing to receive and accept money and other things of value personally, and employment, salary, benefits, and other things of value for Co-Conspirator One and others, from the Contractor Companies in return for providing non-public contract information to the Contractor Companies and otherwise preferentially favoring them in the award, administration, and settlement of their respective USACE contracts.

(f) As part of the conspiracy, at all times during the relevant period, defendant and Co-Conspirator One concealed from USACE their familial relationship.

(g) As a further part of the conspiracy, in or around June 2005, Company One hired Co-Conspirator One for a period of approximately six months. During this six-month period, Company One paid Co-Conspirator One a salary of \$5,000 per month plus living expenses, provided Co-Conspirator One with an apartment in Dubai, United Arab Emirates ("UAE"), and paid private school tuition for two dependents of Co-Conspirator One, all worth an aggregate total value of approximately \$60,000.

(h) As part of the conspiracy, once Co-Conspirator One began working for Company One, defendant, through Co-Conspirator One, provided Company One with non-public contract information and otherwise preferentially favored Company One in the award, administration, and settlement of over \$23 million in contracts awarded to Company One from June 2005 to October 2006.

(i) As part of the conspiracy, in or about June 2006, defendant, as a public official, sought, received, and accepted and agreed to receive and accept from Person A and Company One the exclusive use of an apartment in Dubai, UAE to use personally or

to rent for income. Beginning at least in or about early 2007, Person A rented the apartment on defendant's behalf, and in late 2007, Person A transferred \$40,000, representing rental income for approximately six months, to defendant's designated bank account in Germany. Defendant's exclusive use of the Dubai apartment from June 2006 through April 2009 was worth approximately \$200,000.

(j) As part of the conspiracy, in or about September 2006, defendant, as a public official, sought, received, and accepted and agreed to receive and accept a Rolex watch, worth approximately \$25,000, from Person A and Company One.

(k) As a further part of the conspiracy, in 2005, defendant introduced Co-Conspirator One to Person B and Company Two, and in early 2006, Company Two hired Co-Conspirator One to work as a consultant. Co-Conspirator One worked for Company Two for approximately ten months, during which time Co-Conspirator One was paid at least approximately \$5000 a month.

(l) Once Co-Conspirator One began working for Company Two, defendant, through Co-Conspirator One, provided Company Two with non-public contract information and otherwise preferentially favored Company Two in the award, administration, and settlement of over \$1.3 million in contracts awarded to Company Two from early 2006 to October 2006, by, for example, arranging or attempting to arrange for a residence for Company Two employees on the military installation.

(m) As a further part of the conspiracy, in 2005, defendant introduced Co-Conspirator One to Person C and Company Three, and by late 2006, Company Three had hired Co-Conspirator One. Co-Conspirator One worked for Company Three, first as a

consultant and later as an employee, during which time Co-Conspirator One was paid approximately \$5000 a month as well as 10% of the value of any REA Co-Conspirator One was able to successfully negotiate with USACE.

(n) As part of the conspiracy, once Co-Conspirator One began working for Company Three, defendant, through Co-Conspirator One, provided Company Three with non-public contract information and otherwise preferentially favored Company Three in the award, administration, and settlement of its contracts with USACE. Between October 2006 and December 2007, while defendant was stationed at AED, USACE awarded Company Three at least approximately \$50 million in AED contracts.

(o) As part of the conspiracy, in or about May 2007, defendant met with Co-Conspirator One, Person C, and Person D in Dubai, UAE, during which meeting Person C and Person D offered to employ defendant. Defendant declined the offer, and instead asked that Person C and Person D "take care" of Co-Conspirator One. During this meeting, Person C and/or Person D placed \$10,000 in cash in defendant's bag.

(p) In or about August 2007, USACE sought to terminate for convenience a contract with Company Three, which Company Three had failed to adequately perform. As part of the conspiracy, defendant assisted Company Three in negotiating an REA settlement payment for this contract by providing non-public information to Company Three through Co-Conspirator One, discouraging a USACE audit into Company Three's settlement requests, and performing other preferential acts for Company Three. As a result, Company Three obtained a \$5.6 million payment from USACE.

(q) As part of the conspiracy, in or around October 2007, Company Three paid

for airfare and hotel accommodation for defendant and Co-Conspirator One to travel from Afghanistan to Lebanon. In Lebanon, Person E gave defendant a gold and gemstone necklace and Person C gave defendant a diamond bangle bracelet and a gold jewelry set, including a ring, necklace, and earrings, all in return for her actions assisting Company Three in obtaining payment of the \$5.6 million REA settlement.

(r) As to Count Two, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed to receive and accept money and other things of value personally, and employment, salary, benefits, and other things of value for Co-Conspirator One and others, worth a total of approximately \$285,000, from Company One, in return for being influenced to provide non-public contract information to Company One and otherwise to preferentially favor it in the award, administration, and settlement of its USACE contracts.

(s) As to Count Three, during the relevant period, defendant, as a public official, directly and indirectly, corruptly sought, received, accepted, and agreed to receive and accept money and other things of value personally, and employment, salary, benefits, and other things of value for Co-Conspirator One and others, worth a total of approximately \$140,000, from Company Three, in return for being influenced to provide non-public contract information to Company Three and otherwise to preferentially favor it in the award, administration, and settlement of its USACE contracts

(t) During the relevant period, defendant, as a public official, sought, received, accepted, and agreed to receive and accept more than one bribe.

(u) During the relevant period, defendant, as a public official, sought,

received, accepted, and agreed to receive and accept things of value, personally and for other persons, worth a total of at least more than \$400,000.

POSSIBLE MAXIMUM SENTENCE

5. Defendant understands that the statutory maximum penalties which may be imposed against her upon conviction for a violation of 18 U.S.C. § 371 are:

(a) a term of imprisonment for five (5) years (18 U.S.C. § 371);

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

(c) a term of supervised release of not more than three years following any term of imprisonment. If defendant violates any condition of supervised release, defendant could be required to serve the entire term of supervised release in prison. 18 U.S.C. §§ 3559(a)(3); 3583(b)(2) and (e)(3); and United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) §5D1.2(a)(2).

6. Defendant understands that the statutory maximum penalties which may be imposed against her upon conviction for a violation of 18 U.S.C. § 201 are:

(a) a term of imprisonment for fifteen (15) years (18 U.S.C. § 201);

(b) a fine in an amount equal to the greater of \$250,000 or three times the monetary equivalent of the thing of value (18 U.S.C. § 201); and

(c) a term of supervised release of not more than three years following any term of imprisonment. If defendant violates any condition of supervised release, defendant could be required to serve the entire term of supervised release in prison.

18 U.S.C. §§ 3559(a)(3); 3583(b)(2) and (e)(3); and U.S.S.G. §5D1.2(a)(2).

7. In addition, defendant understands that:

(a) pursuant 18 U.S.C. §§ 3663(a)(3) or 3583(d), 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 defendant to pay a \$300.00 special assessment upon conviction.

SENTENCING GUIDELINES

8. 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. Defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. 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). Defendant agrees that this Plea Agreement along with any sentencing memoranda and the record that will be created by the United States and defendant at the plea hearing will provide sufficient information concerning defendant, the crime charged, and defendant's role in the crime to enable the meaningful exercise of the Court's sentencing authority as required by 18 U.S.C. § 3553.

SENTENCING AGREEMENT

9. The United States and the defendant understand, agree and stipulate to the following applicable Sentencing Guidelines considerations and factors:

(a) The November 1, 2008 edition of the Guidelines applies;

(b) Counts One, Two, and Three of the Information group pursuant to U.S.S.G. §3D1.2(d), and the controlling Guideline is U.S.S.G. §2C1.1;

(c) Pursuant to Guideline §2C1.1, the base offense level is 14;

(d) The offenses involved more than one bribe, and therefore, a two-level increase is appropriate pursuant to U.S.S.G. §2C1.1(b)(1);

(e) The value of the things obtained by defendant and others acting with the defendant, including Co-Conspirator One, was at least more than \$400,000 but less than \$1,000,000, and therefore a fourteen-level increase is appropriate pursuant to U.S.S.G. §§2C1.1(b)(2) and 2B1.1(b)(1)(H);

(f) The offenses involved a public official, namely defendant, in a high-level decision-making and sensitive position, and thus, an additional four-level increase is appropriate pursuant to U.S.S.G. §2C1.1(b)(3); and

(g) The Combined Offense Level is 34.

10. The United States does not oppose a two-level reduction in defendant's combined offense level, based upon defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the Court determines 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 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.

11. In the event the United States learns of information between the date of this Plea Agreement and the date of sentencing that, together with the information currently in the possession of the United States, persuades the United States that such an adjustment would be appropriate, the United States reserves the right to argue for the application of a two-level adjustment under U.S.S.G. §3C1.1, Obstructing and Impeding the Administration of Justice. Defendant reserves her right to oppose any such adjustment.

12. Defendant understands that there is no agreement as to her criminal history or criminal history category, and that her criminal history or criminal history category could alter her offense level, if she is a career offender or if the instant offense was a part of a pattern of criminal conduct from which she derived a substantial portion of her income.

13. The United States and defendant agree that with respect to the calculation of the advisory Guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments as set forth in Chapters 2, 3, 4, or 5 of the Sentencing Guidelines will be raised, argued, or are in dispute.

14. If the United States determines that defendant has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion, pursuant to U.S.S.G. §5K1.1, advising the sentencing judge of all the relevant facts pertaining to that determination and requesting the Court to sentence defendant in light of the factors set forth in U.S.S.G. §5K1.1(a)(1)-(5). Defendant acknowledges

that the decision with respect to whether she has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement is within the sole discretion of the United States and further agrees that she will not contest the departure level recommended by the United States, if the United States makes a motion pursuant to U.S.S.G. §5K1.1. It is understood that should the United States determine that defendant has not provided substantial assistance in any investigations or prosecutions, or should the United States determine that defendant has violated any provision of this Plea Agreement, such a determination will release the United States from any obligation to file a motion pursuant to U.S.S.G. §5K1.1, but will not entitle defendant to withdraw her guilty plea once it has been entered. Defendant further understands that whether or not the United States files a motion pursuant to U.S.S.G. §5K1.1, the sentence to be imposed on her remains within the sole discretion of the sentencing judge.

15. Subject to the ongoing, full, and truthful cooperation of defendant described in Paragraph 22 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 defendant's cooperation and her commitment to prospective cooperation with the United States's investigations and prosecutions, all material facts relating to 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 defendant will not oppose, that sentencing be postponed until her cooperation is completed.

16. Defendant, her attorney, and the United States acknowledge and agree that the above calculations are preliminary in nature and based on facts known to the United States as of

the time of this Plea Agreement. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guidelines calculation. The validity of this Plea Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations and defendant has no right to withdraw her Plea Agreement if the probation officer or the Court do not agree or concur with the calculations, stipulations, or recommendations of the parties. Defendant further understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with the calculations, stipulations, or recommendations contained in this Plea Agreement, she nevertheless has no right to withdraw her plea of guilty.

RESTITUTION

17. Defendant agrees to the entry of a restitution order for the full amount of the victims' losses pursuant to 18 U.S.C. §§ 3556, 3663, and 3664(f)(1)(A). The defendant agrees that her restitution obligation shall be joint and several with any other defendants ultimately convicted in this matter, if any, and that the Court may apportion liability among defendants, pursuant to the procedures set forth in 18 U.S.C. § 3664, to reflect the level of contribution to the victims' losses and economic circumstances of each defendant. 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. The United States and defendant agree that, at this time, they are aware of restitution owed for the following actual losses:

- A. \$475,000 to the United States Department of Defense.

FORFEITURE

18. Defendant agrees to identify all assets over which defendant exercises or exercised control, directly or indirectly, within the past four (4) years or has or had during that time any financial interest. Defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by defendant. Defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of defendant's tax returns for the previous five years.

19. Defendant agrees to forfeit all interests in any bribery-, fraud-, and conspiracy-related asset that defendant currently owns, has previously owned or over which defendant currently, or has in the past, exercised control, directly or indirectly, and any property defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of her offense, including but not limited to the following specific property:

(a) \$40,000 voluntarily transferred to the United States on June 29, 2009.

(b) One Rolex Oyster Perpetual Lady Date Just 26MM watch, serial number K585022, voluntarily surrendered on May 4, 2009.

(c) Jewelry detailed in Appendix A, voluntarily surrendered on May 4, 2009.

Defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement.

20. Defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal.

Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Fed. R. Crim. P. 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that will be imposed in this case and waives any failure by the Court to advise her of this, pursuant to Rule 11(b)(1)(J), at the time her guilty plea is accepted.

21. Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by Paragraph 18 of this agreement is subject to forfeiture as proceeds of illegal conduct.

DEFENDANT'S COOPERATION

22. Defendant will cooperate fully and truthfully with the United States in the prosecution of this case, the investigation of violations of federal criminal laws involving illegal activity in the Afghanistan Engineer District or elsewhere in Afghanistan, the Gulf Regional District or elsewhere in Iraq, any other federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Relevant Proceeding"). The ongoing, full, and truthful cooperation of 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 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 Relevant 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 providing the United States with any non-privileged material or information, not requested in (a) - (c) of this paragraph, that she may have that is related to any Relevant Proceeding; and

(e) when called upon to do so by the United States in connection with any Relevant Proceeding, testifying in grand jury, trial, and other judicial proceedings fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making 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

23. Subject to the full, truthful, and continuing cooperation of defendant, as described in Paragraph 22 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 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 in 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, or to any crime of violence.

24. 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.

REPRESENTATION BY COUNSEL

25. Defendant has reviewed all legal and factual aspects of this case with her attorney and is fully satisfied with her attorney’s legal representation. 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 defendant other than entering into this Plea Agreement. After conferring with her attorney and considering all available alternatives, defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

VOLUNTARY PLEA

26. 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 defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

27. Defendant agrees that should the United States determine in good faith, during the period that any Relevant Proceeding is pending, that defendant has failed to provide full and truthful cooperation, as described in Paragraph 22 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify 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 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. Defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against defendant for any of the Relevant Offenses, the statute of limitations period for such offenses 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.

28. 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 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, defendant unconditionally waives her right to challenge the use of such evidence in any such further prosecution, notwithstanding Fed. R. Evid. 410.

ENTIRETY OF AGREEMENT

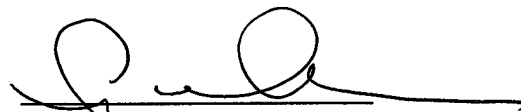
29. This Plea Agreement constitutes the entire agreement between the United States and defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and defendant.

30. 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.

31. A facsimile or other electronically transmitted 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.

Respectfully submitted,

8/06/09
Date

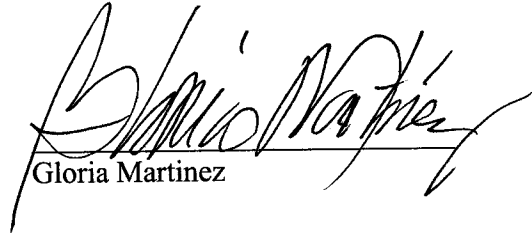


Mark W. Pletcher
Finnuala M. Kelleher
Jessica Covell
Trial Attorneys
United States Department of Justice
450 Fifth Street, N.W.; Suite 11300
Washington, D.C. 20530

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

6/22/09

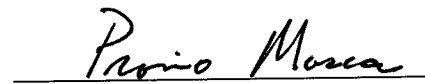
Date


Gloria Martinez

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

6/28/09

Date


Provino Mosca, Esq.
Counsel for Gloria Martinez

APPENDIX A

1. One (1) bangle bracelet, gold in color, with diamond-like studs on the side;
2. One (1) necklace, gold in color, with multi-colored stones;
3. One (1) choker necklace, gold in color, with links;
4. One (1) bracelet, gold in color, with links;
5. One (1) pair of earrings, gold in color, with two (2) links;
6. One (1) pair of earrings, silver in color, with ruby-like inserts or stones;
7. One (1) pendant, silver in color, with six ruby-like inserts or stones;
8. One (1) ring, silver in color, with ruby-like insert or stone;
9. One (1) key chain, silver in color, inscribed with the name "Gloria";
10. One (1) circular medallion, gold in color
11. One (1) triangular pendant, gold in color, with red and blue design
12. One (1) circular pendant, gold in color, with silver and bronze design on edge
13. One (1) necklace, gold in color, with gold in color triangular pendant. Item labeled "One troy ounce 999.9 fine gold";
14. One (1) pair earrings, silver in color, tear drop diamond-like.