

OCT 22 2013

JAMES N. HATTEN, Clerk

BY *J. Bile*

Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA)
)
 v.)
)
 PENGUIN PROPERTIES, LLC,)
)
 Defendant.)

Criminal No. 13-cr-370-WSD
Violations: 15 U.S.C. § 1
18 U.S.C. § 1349

PLEA AGREEMENT

The United States of America and Penguin Properties, LLC (“defendant”), a limited liability company organized and existing under the laws of the State of Georgia, 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 its 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 it;

(d) to have a trial by jury, at which it 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 it to be found guilty;

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

(f) to appeal its conviction if it is found guilty; and

(g) to appeal the imposition of sentence against it.

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

2. The defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(f) above. 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, that challenges the sentence imposed by the Court if that sentence is not in excess of a criminal fine of \$100,000 and restitution of \$197,600. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Nothing in this paragraph, however, will act as a bar to the defendant perfecting any legal remedies it may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of

counsel or prosecutorial misconduct. The defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment and plead guilty to a four-count Information. Count One of the Information charges the defendant with participating in a conspiracy to suppress and eliminate competition by rigging bids for the purchase of real estate at public foreclosure auctions in Fulton County, in the Northern District of Georgia, beginning at least as early as February 6, 2007, and continuing until at least January 3, 2012, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. Count Two of the Information charges the defendant with participating in a conspiracy to commit mail fraud in relation to real estate foreclosure auctions in Fulton County, in the Northern District of Georgia, beginning at least as early as February 6, 2007, and continuing until at least January 3, 2012, in violation of 18 U.S.C. § 1349. Count Three of the Information charges the defendant with participating in a conspiracy to suppress and eliminate competition by rigging bids for the purchase of real estate at public foreclosure auctions in DeKalb County, in the Northern District of Georgia, beginning at least as early as July 6, 2004, and continuing until at least January 3, 2012, in violation of the Sherman Act, 15 U.S.C. § 1. Count Four of the Information charges the defendant with

participating in a conspiracy to commit mail fraud in relation to real estate foreclosure auctions in DeKalb County, in the Northern District of Georgia, beginning at least as early as July 6, 2004, and continuing until at least January 3, 2012, in violation of 18 U.S.C. § 1349.

3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charges described in Paragraph 2 above and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11.

ELEMENTS OF THE OFFENSE

4. The defendant(s) understands that the United States must prove the following elements:

(a) For Counts One and Three, charging violations of 15 U.S.C.

§ 1:

(1) There was a combination or conspiracy to restrain trade during the time alleged in the Information;

(2) The defendant knowingly joined the conspiracy; and

(3) The activity was in the flow of or substantially affected interstate or foreign commerce.

(b) For Counts Two and Four, charging violations of 18 U.S.C.

§ 1349:

- (1) Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit mail fraud; and
- (2) The defendant knew the unlawful purpose of the plan and willfully joined in it.

The elements of the underlying offense of mail fraud, Title 18, United States Code, Section 1341, are as follows:

- (1) The defendant knowingly devised or participated in a scheme to defraud someone, or obtain money or property, using false and fraudulent pretenses, representations, or promises;
- (2) The false and fraudulent pretenses, representations, or promises were about a material fact;
- (3) The defendant intended to defraud someone; and
- (4) The defendant used the United States Postal Service by mailing or by causing to be mailed something meant to help carry out the scheme to defraud.

POSSIBLE MAXIMUM SENTENCE

5. The defendant understands that the statutory maximum penalty which may be imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act, in Count One or Count Three, is a fine in an amount equal to the greatest of:

- (a) \$100 million (15 U.S.C. § 1);
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or
- (c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(c) and (d)).

6. The defendant understands that the statutory maximum penalty which may be imposed against it upon conviction for a violation of 18 U.S.C. § 1349, in Count Two or Count Four, is a fine in the amount equal to the greatest of:

- (a) \$500,000 (18 U.S.C. §§ 1341, 1349);
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or
- (c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(c) and (d)).

7. In addition, the defendant understands that:

- (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years;
- (b) pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), the Court will order it to pay restitution to the victims of the offense;

(c) pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), the court may order forfeiture of any property constituting or derived from proceeds obtained as the result of the violation; and

(d) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order the defendant to pay a \$400 special assessment upon conviction for each charged crime, for a total of \$1600.

SENTENCING GUIDELINES

8. The defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider, in determining and imposing sentence, the Guidelines in effect on the date of sentencing unless those Guidelines provide for greater punishment than the version in effect on the last date that the offense of conviction was committed, in which case the Court must consider the Guidelines in effect on the last date that the offense of conviction was committed. The parties agree there is no *ex post facto* issue under the November 1, 2012 Guidelines. The Court must also consider 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). Pursuant to U.S.S.G. §1B1.8, the United States agrees that self-incriminating information that the defendant has provided to date to the United States pursuant to a proffer letter or provides to the United States pursuant to this Plea Agreement will not be used to increase the volume of affected commerce or fraud loss attributable to the defendant in determining the defendant's applicable Guidelines range, except to the extent provided in U.S.S.G. §1B1.8(b).

9. The United States and the defendant agree to recommend that the following sentencing guidelines apply:

(a) The total fraud loss attributable to defendant under U.S.S.G. §§2B1.1 and 3D1.2(d) is more than \$120,000 and less than or equal to \$200,000. The applicable offense level, based on total fraud loss pursuant to U.S.S.G. §2B1.1(b)(1)(F), is 17. The base fine for offense level 17 is \$250,000. U.S.S.G. §8C2.4(d).

(b) Pursuant to U.S.S.G. §8C2.5, the defendant's culpability score is 3. This number is calculated by starting with 5 points pursuant to U.S.S.G. §8C2.5(a) and subtracting 2 points because the defendant fully cooperated in the investigation and clearly

demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct, pursuant to U.S.S.G. §8C2.5(g)(2).

(c) The minimum multiplier to be applied to the base fine is .6 and the maximum multiplier to be applied to the base fine is 1.2, pursuant to U.S.S.G. §8C2.6. The applicable Guidelines fine range is \$150,000 to \$300,000.

SENTENCING AGREEMENT

10. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), and subject to the full, truthful, and continuing cooperation of the defendant, the United States agrees that it will recommend, as the appropriate disposition of this case, that the Court impose a sentence requiring the defendant to pay to the United States a criminal fine of \$100,000. The defendant may recommend that a fine of less than \$100,000 be imposed, pursuant to U.S.S.G. §8C3.3(a) and 18 U.S.C. § 3572(b), or U.S.S.G. §8C3.3(b). The United States and the defendant agree to recommend jointly that the Court require the defendant to pay restitution, jointly and severally with Seth D. Lynn, in the amount of \$197,600. The defendant agrees to pay any fine and/or restitution imposed by the Court to the Clerk of Court for eventual disbursement to the appropriate account and/or victim(s). The defendant agrees that the full fine and/or restitution amount shall be considered due and payable immediately.

If the defendant cannot pay the full amount immediately and is placed in the custody or under the supervision of the Probation Office at any time, the defendant agrees that the custodial agency and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution unless required to be approved by the court. The defendant understands that this payment schedule represents a minimum obligation and that, should the defendant's financial situation establish that it is able to pay more toward the fine and/or restitution, the government is entitled to pursue other sources of recovery of the fine and/or restitution. The defendant further agrees to cooperate fully in efforts to collect the fine and/or restitution obligation by set-off or program payments, execution on non-exempt property, and any other means the government deems appropriate. 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 U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0. The parties agree not to seek at the sentencing hearing any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The defendant understands that the Court will order it to pay a

\$400 special assessment for each charged count, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

11. The United States and the defendant agree that the applicable Guidelines fine range exceeds the fine contained in the United States' sentencing recommendation set out in Paragraph 10 above. Subject to the full, truthful, and continuing cooperation of the defendant, as defined in Paragraph 14 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. §8C4.1, for a downward departure from the Guidelines fine range and will request that the Court impose a criminal fine of \$100,000 because of the defendant's substantial assistance in the government's investigation and prosecutions of violations of federal criminal law involving the purchase of real estate at public real estate foreclosure auctions in the counties of Fulton, DeKalb, Cobb, Cherokee, Gwinnett, and Forsyth in the metropolitan-Atlanta, Georgia area ("metro-Atlanta area"), and any other federal investigations resulting therefrom.

12. Subject to the full, truthful, and continuing cooperation of the defendant as defined in Paragraph 14 of this Plea Agreement, and prior to sentencing in this 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 its 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.

13. The United States and the defendant understand that the Court retains complete discretion to accept or reject either party's sentencing recommendation provided for in Paragraph 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 either party's sentencing recommendation, it nevertheless has no right to withdraw its plea of guilty.

DEFENDANT'S COOPERATION

14. The defendant, its parent company, SDL Enterprises, Inc., and its affiliates, Savta Properties, LLC and Noah's Ark Partners, LLC (collectively, "related entities") will cooperate fully and truthfully with the United States in the prosecution of this case, the current federal investigation of violations of federal antitrust and related criminal laws involving the purchase of real estate at public foreclosure auctions in the metro-Atlanta area, 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 (collectively "Federal

Proceeding”). Federal Proceeding includes, but is not limited to, an investigation, prosecution, litigation, or other proceeding regarding obstruction of, the making of a false statement or declaration in, the commission of perjury or subornation of perjury in, the commission of contempt in, or conspiracy to commit such offenses in, a Federal Proceeding. The full, truthful, and continuing cooperation of the defendant and its related entities will include, but not be limited to:

(a) producing to the United States all non-privileged documents, information, and other materials, wherever located, in the possession, custody, or control of the defendant or any of its related entities, requested by the United States in connection with any Federal Proceeding; and

(b) using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 15 of this Plea Agreement, of the current and former owners, officers, employees, and contractors of the defendant or any of its related entities as may be requested by the United States, but excluding Seth D. Lynn (who has entered a separate plea agreement with the United States) and the additional two individuals listed in Attachment A filed under seal, including making these persons available, at the defendant’s expense,

for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding. Current and former owners, officers, employees, and contractors are defined for purposes of this Plea Agreement as individuals who are current or former owners, officers, employees and contractors of the defendant or any of its related entities as of the date of signature of this Plea Agreement.

15. The full, truthful, and continuing cooperation of each person defined in Paragraph 14(b) above will be subject to the procedures and protections of this paragraph, and will include, but not be limited to:

(a) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, requested by attorneys and agents of the United States in connection with any Federal Proceeding;

(b) making himself or herself available for interviews, not at the expense of the United States, upon the request of attorneys and agents of the United States in connection with any Federal Proceeding;

(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 or declarations (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or conspiracy to commit such offenses;

(d) otherwise voluntarily providing the United States with any non-privileged material or information not requested in (a) - (c) of this paragraph that he or she may have that is related to any Federal Proceeding;

(e) when called upon to do so by the United States in connection with any Federal 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. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503, *et seq.*); and

(f) agreeing that, if the agreement not to prosecute him or her in this Plea Agreement is rendered void under Paragraph 17(c), the statute of limitations period for any Relevant Offense as defined in Paragraph 17(a) shall be treated as if it had not expired as to him or her for the period between the date of the signing of this Plea Agreement and six (6) months after the date that the United States

gave notice of its intent to void its obligations to that person under the Plea Agreement.

GOVERNMENT'S AGREEMENT

16. Upon acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence, and subject to the cooperation requirements of Paragraph 14 of this Plea Agreement, the United States agrees that it will not bring further criminal charges against the defendant or any of its related entities, as defined in Paragraph 14 of this Plea Agreement, for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of an attempted or completed antitrust conspiracy involving the purchase of real estate at public foreclosure auctions in the metro-Atlanta area or an attempted or completed mail or wire fraud conspiracy involving the purchase of real estate at public foreclosure auctions in the metro-Atlanta area. The nonprosecution terms of this paragraph do not apply to (a) any acts of subornation of perjury (18 U.S.C. § 1622), making a false statement (18 U.S.C. § 1001), obstruction of justice (18 U.S.C. § 1503, et seq.), contempt (18 U.S.C. §§ 401 - 402), or conspiracy to commit such offenses; (b) civil matters of any kind; (c) any violation of the federal tax or securities laws or conspiracy to commit such offenses; or (d) any crime of violence.

17. The United States agrees to the following:

(a) Upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence and subject to the exceptions noted in Paragraph 17(c), the United States will not bring criminal charges against any current or former owner, officer, employee or contractor of the defendant or its related entities for any act or offense committed before the date of this Plea Agreement and while that person was acting as an owner, officer, employee or contractor of the defendant or its related entities that was undertaken in furtherance of an attempted or completed mail or wire fraud conspiracy or antitrust conspiracy involving the real estate foreclosure industry in the metro-Atlanta area ("Relevant Offense"), except that the protections granted in this paragraph shall not apply to Seth D. Lynn (who has entered a separate plea agreement with the United States) and the two additional individuals listed in Attachment A filed under seal;

(b) Should the United States determine that any current or former owner, officer, employee, or contractor of the defendant or its related entities may have information relevant to any Federal Proceeding, the United States may request that person's cooperation

under the terms of this Plea Agreement by written request delivered to counsel for the individual (with a copy to the undersigned counsel for the defendant) or, if the individual is not known by the United States to be represented, to the undersigned counsel for the defendant;

(c) If any person requested to provide cooperation under Paragraph 14(b) fails to comply with his or her obligations under Paragraph 15, then the terms of this Plea Agreement as they pertain to that person, and the agreement not to prosecute that person granted in this Plea Agreement, shall be rendered void;

(d) Except as provided in Paragraph 17(e), information provided by a person described in Paragraph 17(b) to the United States under the terms of this Plea Agreement pertaining to any Relevant Offense, or any information directly or indirectly derived from that information, may not be used against that person in a criminal case, except in a prosecution for perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), contempt (18 U.S.C. §§ 401 - 402), or conspiracy to commit such offenses;

(e) If any person who provides information to the United States under this Plea Agreement fails to comply fully with his or her obligations under Paragraph 15 of this Plea Agreement, the agreement in Paragraph 17(d) not to use that information or any information directly or indirectly derived from it against that person in a criminal case shall be rendered void;

(f) The nonprosecution terms of this paragraph do not apply to civil matters of any kind; any violation of the federal tax or securities laws or conspiracy to commit such offenses; any crime of violence; or perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. § 1503, et seq.), contempt (18 U.S.C. §§ 401 - 402), or conspiracy to commit such offenses;

(g) The nonprosecution terms of this paragraph do not apply to any act or offense committed by any individual on behalf of a person or entity other than the defendant or its related entities; and

(h) Documents provided under Paragraphs 14(a) and 15(a) shall be deemed responsive to outstanding grand jury subpoenas issued to the defendant or any of its related entities.

REPRESENTATION BY COUNSEL

18. The defendant has been represented by counsel and is fully satisfied that its attorneys have provided competent legal representation. The defendant has thoroughly reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge, any possible defenses to the charge, and the nature and range of possible sentences.

VOLUNTARY PLEA

19. 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 and Attachment A. 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

20. The defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that the defendant or any of its related entities has failed to provide full, truthful, and continuing cooperation, as defined in Paragraph 14 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify counsel for the defendant in writing by personal or overnight delivery, email, or facsimile transmission and may also notify 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 and its related entities will 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 or its related entities for any offense referred to in Paragraph 16 of this Plea Agreement, the statute of limitations period for such offense will be treated as if it had not expired 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.

21. The defendant understands and agrees that in any further prosecution of it or its related entities resulting from the release of the United States from its obligations under this Plea Agreement, because of the defendant's or its related entities' violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by it, its related entities, or current or former owners, officers, employees or contractors of it or its related entities to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against it or its related entities. In addition, the defendant unconditionally waives its right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

ENTIRETY OF AGREEMENT


22. This Plea Agreement and Attachment A constitute 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.

23. The undersigned is authorized to enter this Plea Agreement on behalf of the defendant as evidenced by the Resolution of the Owners of the defendant attached to, and incorporated by reference in, this Plea Agreement.

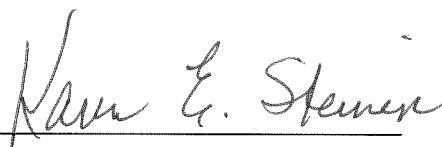
24. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

DATED:

Respectfully submitted,

BY: 

SETH D. LYNN
Manager
Penguin Properties, LLC

BY: 

KAREN E. STEINER
Pennsylvania Bar #45314



JAY L. STRONGWATER
Counsel for Defendant
Georgia Bar #688750
Two Midtown Plaza
1349 West Peachtree Street
Suite 1250
Atlanta, GA 30309
Tel: (404) 872-1700
Fax: (404) 881-8040
Email: jls@strongh2o.com

BARBARA W. CASH
Georgia Bar #743460

Attorneys
U.S. Department of Justice
Antitrust Division
75 Spring Street, S.W., Suite 1176
Atlanta, GA 30303
Tel: (404) 331-7113
Fax: (404) 331-7110
Karen.Steiner@usdoj.gov
Barbara.Cash@usdoj.gov

I have consulted with company counsel and fully understand all the rights of Penguin Properties, LLC, with respect to the offenses charged in the Information pending against it. I have read this Plea Agreement and carefully reviewed every part of it with the company attorney. I understand this agreement, and I voluntarily agree to it.

Date: 10/22/13

/s/ SETH D. LYNN
SETH D. LYNN
Manager
Penguin Properties, LLC
Defendant

I am the attorney for the defendant. I have fully explained the company's rights to its owners with respect to the offenses charged in the Information in this matter. I have carefully reviewed every part of this Plea Agreement with them. To my knowledge, the company's decision to enter into this agreement is an informed and voluntary one.

Date: _____

/s/ Jay L. Strongwater

JAY L. STRONGWATER
Counsel for Defendant
Georgia Bar #688750
Two Midtown Plaza
1349 West Peachtree Street
Suite 1250
Atlanta, GA 30309
Tel: (404) 872-1700
Fax: (404) 881-8040
Email: jls@strongh2o.com