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| CLERK US DISTRICT COURT DISTRICT OF NEVADA | |
| BY: _____ | DEPUTY _____ |

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

-oOo-

UNITED STATES OF AMERICA,

Plaintiff,

v.

MIGUEL AVILA,

Defendant.

CASE NO. 2:14-cr-0041-JCM-PAL

PLEA MEMORANDUM

The United States of America, by and through Jeffery H. Knox, Chief, U.S. Department of Justice, Criminal Division, Fraud Section, and Kathleen McGovern, Senior Deputy Chief, Charles La Bella, Deputy Chief, and Thomas B.W. Hall and Alison L. Anderson, Trial Attorneys, U.S. Department of Justice, Criminal Division, Fraud Section, the defendant, MIGUEL AVILA, and the defendant's attorney, William Gamage, submit this plea memorandum.

The United States and the defendant have reached the following plea agreement, which is not binding on the court:

I. THE PLEA AGREEMENT

A. The Plea

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

B. Additional Charges

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

C. Sentencing Guideline Calculations

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

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

| | |
|--|-----------|
| Base Offense Level (U.S.S.G. §2B1.1(a)): | 7 |
| Gain (U.S.S.G. §2B1.1(b)(1)(C)): | 4 |
| Sophisticated Means (U.S.S.G. §2B1.1(b)(9)(c)): | 2 |
| TOTAL | 13 |

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

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

14 7. Defendant's Criminal History Category will be determined by the court.

15 **D. Other Sentencing Matters**

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

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

1 **E. Fines and Special Assessment**

2 10. Defendant agrees that the Court may impose a fine due and payable immediately
3 upon sentencing.

4 11. Defendant will pay the special assessment of \$100 per count of conviction at the
5 time of sentencing.

6 **F. Restitution**

7 12. Defendant agrees to make full restitution to the victims of the offense, in this case
8 the Chateau Nouveau HOA. Defendant understands and agrees that this amount could be as
9 much as \$21,000, which is the amount Defendant gained from his offense. In return for
10 Defendant agreeing to make restitution, the United States agrees not to bring any additional
11 charges against the defendant for the conduct giving rise to the relevant conduct. Defendant
12 understands that any restitution imposed by the Court may not be discharged in whole or in part
13 in any present or future bankruptcy proceeding.

14 **G. Forfeiture**

15 13. The parties agree that the government will not request that the Court require
16 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless
17 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the
18 approximate amount of the items of value that the defendant received for his participation in the
19 scheme, to include cash payments and co-conspirator financial assistance, totaling \$21,000. In
20 the event of any order by the Court that Defendant shall pay forfeiture, the Defendant knowingly
21 and voluntarily agrees to the following:

- 22 a. to abandon or to forfeit the property to the United States;
23 b. to relinquish all right, title, and interest in the property;
24 c. to waive his right to any abandonment proceedings, any civil administrative
25 forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture
26 proceedings ("proceedings") of the property;

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

3 e. to waive any further notice to the defendant, the defendant's agents, or the
4 defendant's attorney regarding the abandonment or the forfeiture and disposition of the property;

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

7 g. to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P.
8 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any
9 abandonment proceeding or any forfeiture proceeding concerning the property;

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

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

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

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

22 **F. Waiver of Appeal**

23 15. In exchange for the concessions made by the United States in this Plea
24 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that
25 is imposed within the applicable Sentencing Guideline range as calculated by the Court, further
26 waives the right to appeal the manner in which that sentence was determined on the grounds set
forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any

1 other aspect of the conviction or sentence, including any order of restitution and forfeiture.
 2 Defendant reserves only the right to appeal any portion of the sentence that is an upward
 3 departure from the applicable Sentencing Guideline range calculated by the Court.

4 16. Defendant also waives all collateral challenges, including any claims under 28
 5 U.S.C. § 2255, to the Defendant's conviction, sentence and the procedure by which the Court
 6 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of
 7 counsel.

8 **G. Additional Promises, Agreements, and Conditions**

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

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

21 **H. Limitations**

22 19. This Plea Memorandum is limited to the Criminal Division of the United States
 23 Department of Justice and cannot bind any other federal, state or local prosecuting,
 24 administrative, or regulatory authority. But, this Plea Memorandum does not prohibit the United
 25 States through any agency thereof, the Criminal Division of the United States Department of
 26 Justice, or any third party from initiating or prosecuting any civil proceeding directly or
 indirectly involving the Defendant, including but not limited to, proceedings under the False

1 Claims Act relating to potential civil monetary liability or by the Internal Revenue Service
2 relating to potential tax liability.

3 **I. Cooperation**

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

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

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

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

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

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

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

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

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

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

11 g. The timeliness of Defendant's assistance.

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

17 **J. Breach**

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

1 will not be able to withdraw the guilty plea, and (b) the government will be relieved of all its
2 obligations under this agreement.

3 **II. PENALTY**

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

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

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

17 **III. ELEMENTS**

18 29. The essential elements for the offense of conspiracy to commit wire and mail
19 fraud, in violation of 18 U.S.C. § 1349, are as follows:

20 a. First, from as early as in or about August 2003 through at least in or about
21 February 2009, there was an agreement between two or more persons to commit mail fraud and
22 wire fraud;

23 b. Second, the defendant was a party to or a member of that agreement; and,

24 c. Third, the defendant became a member of the conspiracy knowing of at least one
25 of its objects and intending to help accomplish it.

26 **IV. FACTS**

30. Defendant is pleading guilty because Defendant is guilty of the charged offenses.

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

9 32. From as early as in or around December 2004 through at least in or around
10 February 2009, Defendant knowingly participated in a scheme to control various Homeowners'
11 Association (HOA) Boards of Directors so that the HOA boards would award the handling of
12 construction defect lawsuits and remedial construction contracts to a law firm and construction
13 company designated by Defendant's co-conspirators.

14 33. The conspirators would identify HOA's which potentially could bring
15 construction defect cases, and once identified would enlist real estate agents to identify
16 condominium units within those HOA communities for purchase.

17 34. Co-conspirators would then enlist individuals as straw purchasers to apply for and
18 complete mortgage loans using their own name and credit for the purchase of properties within
19 the HOA communities on behalf of the beneficial owners. The co-conspirators arranged for the
20 straw purchasers to get the necessary funding for the mortgages by assisting them with the loan
21 applications and closing documents, which included false and fraudulent statements that
22 involved concealing the identity and financial interest of the true beneficial owners of the
23 properties from banks, mortgage companies, HOAs, and bona fide homeowners. The co-
24 conspirator real estate agents arranged for the down payments to be funded by a co-conspirator
25 and arranged for the money to be transferred to the escrow accounts.

26 35. In order to accomplish this scheme, Defendant AVILA agreed to act as a straw
purchaser. On or about January 9, 2007, Defendant AVILA purchased a unit at Chateau

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1 Nouveau. In fact, Defendant AVILA's co-conspirators provided the down payments and the
2 monthly payments, including HOA dues and mortgage payments, for this property and were the
3 true owners of the property. Defendant AVILA signed and submitted a false and fraudulent loan
4 application and closing documents to the financial institution in order to finance and close on the
5 property on behalf of his co-conspirators.

6 36. Once the straw purchases were complete, the beneficial owners and co-
7 conspirators often found tenants to rent the units. The beneficial owners received the rental
8 payments and continued to pay the mortgages and various expenses associated with the straw
9 purchase. Defendant AVILA did not pay rent to live in his unit at Chateau Nouveau.

10 37. Co-conspirators were hired to manage and operate the payments associated with
11 maintaining these straw properties. The co-conspirators called this business of funding these
12 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay
13 Program maintained several limited liability companies, at the direction of the co-conspirator
14 construction company owner and others, for the purpose of opening bank accounts and
15 concealing the Bill Pay Program funds. Many of the payments on these properties were wired or
16 caused to be wired from California to Nevada.

17 38. On several occasions, instead of making a straw purchase, the co-conspirators
18 transferred a partial interest in a unit to another co-conspirator for the purpose of making it
19 appear as if the co-conspirator was a bona fide homeowner. The co-conspirator real estate agent
20 would assist with the paperwork involved in such transfers and arranged for the completion of
21 the paperwork.

22 39. Many of the straw purchasers and those who acquired a transferred interest in the
23 properties agreed with co-conspirators to run for election to the respective HOA Board of
24 Directors. These co-conspirators were paid or promised cash, checks, or things of value for their
25 participation, all of which resulted in a personal financial benefit to the co-conspirators.

26 40. To ensure the co-conspirators would win the elections, co-conspirators at times
employed deceitful tactics, such as creating false phone surveys to gather information about

1 homeowners' voting intentions, using mailing lists to vote on behalf of out-of-town homeowners
2 unlikely to participate in the elections, and submitting fake and forged ballots. Co-conspirators
3 also hired private investigators to uncover negative information on the bona fide candidates in
4 order to create smear campaigns.

5 41. Another tactic the co-conspirators used to rig certain HOA board elections was to
6 prepare forged ballots for out-of-town homeowners and either cause them to be transported or
7 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various
8 locations around California so as to make it appear that the ballots were completed and mailed by
9 bona fide homeowners residing outside Nevada. For instance, on or about April 15, 2008 and on
10 or about April 21, 2008, a co-conspirator mailed ballots from several mail boxes in California
11 back to Nevada in order to assist in the rigging of an election at Park Avenue.

12 42. On several occasions, co-conspirators attempted to create the appearance that the
13 elections were legitimate by hiring "independent" attorneys to run the HOA board elections.
14 These "special election masters" were to: (i) contact the bona fide homeowners to inform them
15 of the election; (ii) mail the bona fide homeowners election ballots and voting instructions; (iii)
16 collect and secure those election ballots returned by mail until the date of the election; and (iv)
17 preside over the HOA board election, including supervising the counting of ballots. However, in
18 truth and fact, the "special election masters" were selected by the co-conspirators and paid in
19 cash, check, or promised things of value, by or on behalf of the co-conspirator construction
20 company and its owner, for their assistance in rigging the elections. In particular, the "special
21 election masters" allowed the co-conspirators to access the ballots for the purpose of opening the
22 ballots and pre-counting the votes entered for each candidate to then know the number of fake
23 ballots which needed to be created to ensure the co-conspirator up for election won the seat on
24 the HOA board. These attorneys would run the board election knowing the co-conspirators had
25 access to the ballots and concealed their relationship with the co-conspirators from the bona fide
26 homeowners.

1 43. On or about March 1, 2007, a co-conspirator special election master used the
2 United States Postal Service to mail information packets for the April 23, 2007 election of the
3 Board of Directors to the 564 home owners at Chateau Nouveau. These packets included
4 nomination forms for those who wished to run for election onto Chateau Nouveau HOA Board
5 of Directors. Defendant AVILA then submitted his nomination form. On or about April 23,
6 2007, Defendant AVILA was elected to the Chateau Nouveau HOA Board of Directors in a
7 rigged election. Once on the board, Defendant AVILA breached his statutory fiduciary duty to
8 the homeowners by accepting from his co-conspirators compensation, gratuity, and other
9 remuneration that improperly influenced, or reasonably appeared to influence, his decisions,
10 resulting in a conflict of interest.

11 44. Once elected, the straw purchaser board members would meet with the co-
12 conspirators in order to manipulate board votes, including the selection of property managers,
13 contractors, general counsel and attorneys to represent the HOA. Defendant AVILA attended
14 these meetings on several occasions and on other occasions he took direction from co-
15 conspirators who attended these meetings to vote in furtherance of the conspiracy.

16 45. At times the co-conspirators created and submitted fake bids for "competitors" to
17 make the process appear to be legitimate while ensuring co-conspirators were awarded the
18 contract. Once hired, co-conspirators, including property managers and general counsel, would
19 then recommend that the HOA board hire the co-conspirator construction company for
20 remediation and construction defect repairs and the co-conspirator law firm to handle the
21 construction defect litigation. In addition, the co-conspirator construction company's initial
22 contract for emergency remediation repairs contained a "right of first refusal" clause to ensure
23 the co-conspirator construction company was awarded the construction repair contracts
24 following the construction defect litigation.

25 46. Defendant used his position on the Chateau Nouveau HOA Board of Directors to
26 vote in a manner directed by and favorable to certain co-conspirators. Specifically, Defendant
AVILA participated in the following Chateau Nouveau HOA Board of Directors' votes, among

1 others: to replace Nicklin Community Management with Platinum; to hire a co-conspirator as
 2 attorney for Chateau Nouveau; and to award BENZER's company a remediation contract award,
 3 awarding right of first refusal to Silver Lining Construction for a construction defect contract.

4 47. This entire process created the appearance of legitimacy since bona fide
 5 homeowners believed the elected board members and other third party contractors were, as
 6 fiduciaries, acting in their best interest rather than to advance the financial interests of co-
 7 conspirators. In fact, Defendant AVILA and others were paid or received things of value by or
 8 on behalf of their co-conspirators for their assistance in purchasing the properties, obtaining
 9 HOA membership status, rigging elections, using their positions to manipulate the HOA's
 10 business and to further the goals of the conspiracy, and to enrich the co-conspirators at the
 11 expense of the HOA and the bona fide homeowners.

12 V. ACKNOWLEDGMENT

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

18 49. Defendant acknowledges that Defendant has been advised, and understands, that
 19 by entering a plea of guilty the Defendant is waiving, that is, giving up, certain rights guaranteed
 20 to the Defendant by law and by the Constitution of the United States. Specifically, Defendant is
 21 giving up:

22 a. The right to proceed to trial by jury on the original charges, or to a trial by a judge
 23 if Defendant and the United States both agree;

24 b. The right to confront the witnesses against the Defendant at such a trial, and to
 25 cross-examine them;

26 c. The right to remain silent at such trial, with such silence not to be used against
 Defendant in any way;

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1 d. The right, should Defendant so choose, to testify in Defendant's own behalf at
2 such a trial;

3 e. The right to compel witnesses to appear at such a trial, and to testify in
4 Defendant's behalf; and,

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

6 50. Defendant acknowledges that Defendant is, in all respects, satisfied by the
7 representation provided by Defendant's attorney and that Defendant's attorney has discussed
8 with the defendant the burdens and benefits of this agreement and the rights he waives herein.

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

13
14
15 JEFFREY H. KNOX
16 Chief
17 United States Department of Justice,
18 Criminal Division, Fraud Section

18 2-7-14
19 DATED


KATHLEEN MCGOVERN

Senior Deputy Chief

CHARLES G. LA BELLA

Deputy Chief

THOMAS B.W. HALL

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Trial Attorneys

United States Department of Justice

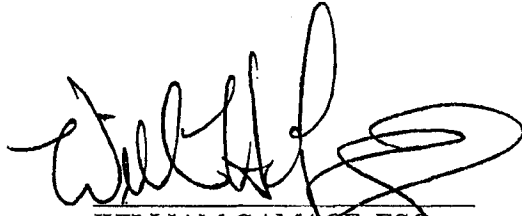
Criminal Division, Fraud Section

25 1.6.2014
26 DATED


MIGUEL AVILA
Defendant

2-6-14

DATED



WILLIAM GAMAGE, ESQ.
Counsel for Defendant Miguel Avila