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2012 MAY 31 P 3:12

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

8 -oOo-

9
10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 PAUL CITELLI,
14 Defendant.

CASE NO. 2:12-CR-113-JCM
PLEA MEMORANDUM

15 The United States of America, by and through Charles G. La Bella, Deputy Chief, and
16 Mary Ann McCarthy, Trial Attorney, U.S. Department of Justice, Criminal Division, Fraud
17 Section, the defendant, PAUL CITELLI, and the defendant's attorney, David Brown, submit this
18 plea memorandum. The United States and the defendant have reached the following plea
19 agreement, which is not binding on the court:

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

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

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 for the group:

Base Offense Level (U.S.S.G. §2B1.1(a)):	7
Sophisticated Means (U.S.S.G. §2B1.1(b)(9)(c)):	2

The parties agree that the loss calculation will be calculated on an individual basis, with

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TOTAL	19
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8. The United States will make a recommendation that the defendant receive a 2-level downward adjustment from the defendant's base offense level for Defendant PAUL CITELLI and at least eleven (11) other co-defendants' group plea pursuant to Title 18, United States Code,

1 Section 3553(b), on the condition that the co-defendants' change of pleas are entered and
2 conditionally accepted by the Court on or before the defendant's sentencing hearing.

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

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

11 **D. Other Sentencing Matters**

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

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

24 **E. Fines and Special Assessment**

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

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

3 **F. Restitution**

4 15. Defendant agrees to make full restitution to the victims of the offense, in this case
5 the Jasmine and Mission Pointe homeowners' associations, described below in Section IV.
6 Defendant understands and agrees that this amount could be as much as \$173,331.35, which is the
7 total purchase price for the property at Jasmine, less down payments and mortgage payments made
8 before the foreclosure of the property and by the amount of the sale of the property at foreclosure,
9 plus the amount of monies he was paid by co-conspirators for his participation in the scheme.
10 Defendant understands that any restitution imposed by the Court may not be discharged in whole
11 or in part in any present or future bankruptcy proceeding.

12 **G. Forfeiture**

13 16. The parties agree that the government will not request that the Court require
14 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless
15 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the total
16 purchase price for the property at Jasmine, less down payments and mortgage payments made
17 before the foreclosure of the property and by the amount of the sale of the property at foreclosure,
18 plus the amount of monies he was paid by co-conspirators for his participation in the scheme, and
19 in no event more than \$173,331.35. In the event of any order by the Court that Defendant shall pay
20 forfeiture, the Defendant knowingly and voluntarily agrees to the following:

- 21 a. to abandon or to forfeit the property to the United States;
22 b. to relinquish all right, title, and interest in the property;
23 c. to waive his right to any abandonment proceedings, any civil administrative
24 forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture
25 proceedings ("proceedings") of the property;
26 d. to waive service of process of any and all documents filed in this action or any
27

1 proceedings concerning the property arising from the facts and circumstances of this case;

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

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

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

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

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

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

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

20 **H. Waiver of Appeal**

21 18. In exchange for the concessions made by the United States in this Plea
22 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is
23 imposed within the applicable Sentencing Guideline range as calculated by the Court, further
24 waives the right to appeal the manner in which that sentence was determined on the grounds set
25 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any other
26 aspect of the conviction or sentence, including any order of restitution and forfeiture. Defendant
27

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

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

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

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

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

20 **J. Limitations**

21 22. This Plea Memorandum is limited to the Criminal Division of the United States
22 Department of Justice and cannot bind any other federal, state or local prosecuting, administrative,
23 or regulatory authority. But, this Plea Memorandum does not prohibit the United States through
24 any agency thereof, the Criminal Division of the United States Department of Justice, or any third
25 party from initiating or prosecuting any civil proceeding directly or indirectly involving the
26 Defendant, including but not limited to, proceedings under the False Claims Act relating to
27

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

3 **K. Cooperation**

4 23. 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 are
6 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 24. 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 25. 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 to
14 be substantial assistance by the government. The United States has made no promise, implied or
15 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 terms
17 of this Plea Memorandum in all respects but has been unable to provide substantial assistance as
18 determined in the sole discretion of the government.

19 26. 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 Defendant's
24 assistance;

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

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

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

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

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

12 g. The timeliness of Defendant's assistance.

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

18 **L. Breach**

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

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

3 II. PENALTY

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

7 30. 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 above.

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

16 III. ELEMENTS

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

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

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

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

25 IV. FACTS

26 33. Defendant is pleading guilty because Defendant is guilty of the charged offenses.
27

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

3 35. From as early as in or around October 2005 through at least in or around February
4 2009, Defendant knowingly participated in a scheme to control various Homeowners' Association
5 (HOA) Boards of Directors so that the HOA boards would award the handling of construction
6 defect lawsuits and remedial construction contracts to a law firm and construction company
7 designated by Defendant's co-conspirators.

8 36. In order to accomplish this scheme, co-conspirators would identify HOA's which
9 potentially could bring construction defect cases, and once identified would enlist real estate
10 brokers to identify condominium units within those HOA communities for purchase.

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

20 38. Once the straw purchases were complete, the beneficial owners and co-
21 conspirators often found tenants to rent the units. The beneficial owners received the rental
22 payments and continued to pay the mortgages and various expenses associated with the straw
23 purchase.

24 39. In order to further this scheme, Defendant CITELLI agreed to act as a straw
25 purchaser at a Nevada HOA community called Jasmine (formerly called Jasmine Ranch).

26 40. On or about October 31, 2005, Defendant purchased a unit at Jasmine from
27 another co-conspirator. Although Defendant lived in the unit at Jasmine, he paid to his co-

1 conspirators who arranged his purchase of the unit less than the total due in monthly mortgage
2 payments and HOA dues. Defendant's co-conspirators provided the down payment, the rest of the
3 monthly mortgage payments, and the HOA dues, and were the true owners of the property.
4 Defendant signed and submitted false and fraudulent loan applications and closing documents to
5 the financial institution in order to finance and close on the property on behalf of his co-
6 conspirators.

7 41. On several occasions, instead of making a straw purchase, the co-conspirators
8 transferred a partial interest in a unit to another co-conspirator for the purpose of making it appear
9 as if the co-conspirator was a bona fide homeowner. The co-conspirator real estate broker would
10 assist with the paperwork involved in such transfers and arranged for the completion of the
11 paperwork.

12 42. The co-conspirators transferred a 1% interest in the defendant's unit at Jasmine to
13 another co-conspirator. In addition, on or about July 31, 2008, Defendant signed a quit-claim deed
14 that resulted in Defendant's 50% ownership interest in a Mission Pointe unit, making it appear that
15 he was a legitimate owner in that community, and that he was qualified to run for a position on the
16 Mission Pointe HOA Board of Directors.

17 43. Co-conspirators were hired to manage and operate the payments associated with
18 maintaining these straw properties. The co-conspirators called this business of funding these
19 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program
20 maintained several limited liability companies, at the direction of the co-conspirator construction
21 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay
22 Program funds. Many of the payments on these properties were wired or caused to be wired from
23 California to Nevada. Defendant called the co-conspirator running this Bill Pay Program to
24 arrange to receive the "supplement" checks that he used to pay his monthly mortgage for the
25 Jasmine unit. On other occasions, Defendant received the "supplement" checks from a co-
26 conspirator in Nevada, but knew they were funded by the co-conspirators.

27 44. Many of the straw purchasers and those who acquired a transferred interest in the

1 properties agreed with co-conspirators to run for election to the respective HOA Board of
2 Directors. Defendant understood that the co-conspirators intended to use his ownership interests at
3 Jasmine and Mission Pointe to nominate and elect him to the HOA boards and to further the
4 objects of the conspiracy. The co-conspirators filled out his board nomination form and his
5 fiduciary duty statement, and he intended to run for election at Mission Pointe on or about
6 September 25, 2008, but was prevented from doing so by law enforcement.

7 45. In order to ensure the co-conspirators running for election to the HOA would win,
8 other co-conspirators at times employed deceitful tactics, such as creating false phone surveys to
9 gather information about homeowners' voting intentions, using mailing lists to vote on behalf of
10 out-of-town homeowners unlikely to participate in the elections, and submitting fake and forged
11 ballots. Co-conspirators also hired private investigators to uncover negative information on the
12 bona fide candidates in order to create smear campaigns.

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

20 47. On several occasions, co-conspirators attempted to create the appearance that
21 the elections were legitimate by hiring "independent" attorneys to run the HOA board elections.
22 These "special election masters" were to: (i) contact the bona fide homeowners to inform them of
23 the election; (ii) mail the bona fide homeowners election ballots and voting instructions; (iii)
24 collect and secure those election ballots returned by mail until the date of the election; and (iv)
25 preside over the HOA board election, including supervising the counting of ballots. However, in
26 truth and fact, the "special election masters" were selected by the co-conspirators and paid in cash,
27 check, or promised things of value, by or on behalf of the co-conspirator construction company and

1 its owner, for their assistance in rigging the elections. In particular, the "special election masters"
2 allowed the co-conspirators to access the ballots for the purpose of opening the ballots and pre-
3 counting the votes entered for each candidate to then know the number of fake ballots which
4 needed to be created to ensure the co-conspirator up for election won the seat on the HOA board.
5 These attorneys would run the board election knowing the co-conspirators had access to the ballots
6 and concealed their relationship with the co-conspirators from the bona fide homeowners.

7 48. Once elected, the straw purchaser board members would meet with the co-
8 conspirators in order to manipulate board votes, including the selection of property managers,
9 contractors, general counsel and attorneys to represent the HOA. The Defendant understood and
10 agreed that once he obtained his seat on the Mission Pointe board that he would take instruction
11 from the co-conspirators to use his vote to further the objects of the conspiracy, and that he would
12 ultimately vote to award the construction contract and construction defect litigation contract to the
13 co-conspirators.

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

23 50. Co-conspirators used this process because it created the appearance of legitimacy
24 since bona fide homeowners believed the elected board members and other hired third parties
25 were, as fiduciaries, acting in their best interest rather than to advance the financial interests of co-
26 conspirators. In fact, Defendant CITELLI and others were paid or received things of value by or on
27 behalf of their co-conspirators for their assistance in purchasing the properties, obtaining HOA

1 membership status, rigging elections, using their positions to manipulate the HOA's business and
 2 to further the goals of the conspiracy, and to enrich the co-conspirators at the expense of the HOA
 3 and the bona fide homeowners.

4 V. ACKNOWLEDGMENT

5 51. Defendant acknowledges by the Defendant's signature below that Defendant has
 6 read this Plea Memorandum, that Defendant understands the terms and conditions and the factual
 7 basis set forth herein, that Defendant has discussed these matters with Defendant's attorney, and
 8 that the matters set forth in this memorandum, including the facts set forth in Part IV above, are
 9 true and correct.

10 52. Defendant acknowledges that Defendant has been advised, and understands, that
 11 by entering a plea of guilty the Defendant is waiving, that is, giving up, certain rights guaranteed
 12 to the Defendant by law and by the Constitution of the United States. Specifically, Defendant is
 13 giving up:

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

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

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

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

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

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

25 53. Defendant acknowledges that Defendant is, in all respects, satisfied by the
 26 representation provided by Defendant's attorney and that Defendant's attorney has discussed with
 27 the defendant the burdens and benefits of this agreement and the rights he waives herein.

1 54. Defendant, Defendant's attorney, and the attorney for the United States
2 acknowledge that this Plea Memorandum contains the entire negotiated and agreed to by and
3 between the parties, and that no other promise has been made or implied by either the Defendant,
4 Defendant's attorney, or the attorney for the United States.

5
6 DENIS J. McINERNEY
7 Chief
8 United States Department of Justice,
9 Criminal Division, Fraud Section

10 2/16/2012
11 DATED

12 _____
13 CHARLES LA BELLA
14 Deputy Chief

15 Maryann McCarthy
16 MARY ANN MCCARTHY
17 Trial Attorney
18 United States Department of Justice
19 Criminal Division, Fraud Section

20 2-21-12
21 DATED

22 Paul Citelli
23 PAUL CITELLI
24 Defendant

25 2-22-12
26 DATED

27 David Brown
 DAVID BROWN
 Defense Counsel