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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

| | | |
|---------------------------|---|---------------------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Cause No. 1:20-CR-00056-JRS-TAB |
| |) | |
| TUONG QUOC HO, |) | |
| A/K/A "ROBERT PARKER", |) | |
| A/K/A "HOQUOCTUONG", |) | |
| |) | |
| Defendant. |) | |

PETITION TO ENTER PLEA OF GUILTY AND PLEA AGREEMENT

The United States of America, by counsel, Zachary A. Myers, United States Attorney for the Southern District of Indiana, and, MaryAnn T. Mindrum and James M. Warden, Assistant United States Attorneys ("the Government"), and the Defendant, **TUONG QUOC HO A/K/A "ROBERT PARKER" A/K/A "HOQUOCTUONG"** ("the Defendant"), in person and by counsel, Dorie Maryan, hereby inform the Court that a Plea Agreement has been reached in this case pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The following are its terms and conditions:

GUILTY PLEA AND CHARGES

1. Plea of Guilty: The Defendant petitions the Court for leave to enter and agrees to enter a plea of guilty to the following offenses charged in the Superseding Indictment:

- a. Counts 1-20:** These Counts charge that the Defendant committed the offense of wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2.

- b. **Counts 21 and 22:** These Counts charge that the Defendant committed the offense of aggravated identity theft, in violation of Title 18, United States Code, Sections 1028A(a)(1) and (c)(5).
- c. **Count 23:** This Count charges that the Defendant committed the offense of possession of multiple unauthorized access devices, in violation of Title 18, United States Code, Sections 1029(a)(3) and (c)(1)(A)(i).
- d. **Count 24:** This Count charges that the Defendant committed the offense of unlawful transfer, possession, or use of a means of identification, in violation of Title 18, United States Code, Sections 1028(a)(7), (b)(2)(A), (b)(2)(B), and (c)(3)(A).
- e. **Counts 25-26:** These Counts charge that the Defendant committed the offense of money laundering, in violation of Title 18, United States Code, Section 1957.

2. Potential Maximum Penalties:

- a. The offenses charged in Counts 1-20 are punishable by a maximum sentence of twenty (20) years' imprisonment, a \$250,000 fine or twice the pecuniary gain or loss, and 3 years' supervised release following any term of imprisonment.
- b. The offenses charged in Counts 21 and 22 are punishable by a mandatory term of two (2) years' imprisonment following any other authorized term of imprisonment in this case.

- c. The offense charged in Count 23 is punishable by a maximum sentence of ten (10) years' imprisonment, a \$250,000 fine, and 3 years' supervised release following any term of imprisonment.
- d. The offense charged in Count 24 is punishable by a maximum sentence of five (5) years' imprisonment, a \$250,000 fine, and 3 years' supervised release following any term of imprisonment.
- e. The offenses charged in Counts 25-26 are punishable by a maximum sentence of ten (10) years' imprisonment, a \$250,000 fine, and 3 years' supervised release following any term of imprisonment.

3. Elements of the Offense: To sustain a conviction of the offenses to which the Defendant is pleading guilty, the Government must prove the following elements beyond a reasonable doubt:

Wire Fraud (18 U.S.C. § 1343):

- a. The Defendant knowingly devised or participated in a scheme to defraud, as described in Counts 1-20 of the Superseding Indictment, and aided and abetted in doing so;
- b. The Defendant did so with the intent to defraud;
- c. The scheme to defraud involved a materially false or fraudulent pretense, representation, or promise; and
- d. For the purpose of carrying out the scheme or attempting to do so, the Defendant used or caused interstate wire communications to take place in the manner charged each particular Count.

Aggravated Identity Theft (18 U.S.C. § 1028A(a)(1) and (c)(5)):

- a. The Defendant committed the felony offense of wire fraud, Title 18, United States Code, Section 1343, as charged in Counts 2 and 6 of the Superseding Indictment;
- b. The Defendant knowingly transferred, possessed, or used a means of identification;

- c. The Defendant knew the means of identification belonged to another person;
- d. The Defendant knew that such transfer, possession or use was without lawful authority; and
- e. The Defendant did so during and in relation to the wire fraud as charged in Counts 2 and 6 of the Superseding Indictment.

Possession of Multiple Unauthorized Access Devices, 18 U.S.C. § 1029(a)(3) and (c)(1)(A)(i)

- a. The Defendant knowingly possessed fifteen or more access devices;
- b. Those devices were unauthorized;
- c. The Defendant possessed those devices with the intent to defraud; and
- d. The Defendant's conduct affected interstate and foreign commerce.

Unlawful Transfer, Possession, or Use of a Means of Identification, 18 U.S.C. §§ 1028(a)(7), (b)(2)(A), (b)(2)(B), and (c)(3)(A)

- a. The Defendant knowingly transferred, possessed and used a means of identification of another person;
- b. The Defendant knew that the means of identification belonged to another person;
- c. The Defendant acted with the intent to commit and aid or abet, and in connection with any activity that violates federal law;
- d. The Defendant acted without lawful authority; and
- e. The transfer, possession, and use of the means of identification occurred in or affected interstate or foreign commerce.

Money Laundering (18 U.S.C. § 1957):

- a. The Defendant engaged or attempted to engage in a monetary transaction described in Counts 25-26 of the Superseding Indictment;
- b. The Defendant knew the transaction involved criminally derived property;
- c. The property had a value greater than \$10,000;

- d. The property was derived from the wire fraud, in violation of Title 18, United States Code, Section 1343, as charged herein; and
- e. The transaction occurred in the United States.

GENERAL PROVISIONS

4. **Sentencing Court's Discretion Within Statutory Range:** The Defendant agrees and understands that: (A) the Court will use its discretion to fashion a sentence within the statutory ranges set forth above; (B) the Court will consider the factors set forth in 18 U.S.C. § 3553(a) in determining the appropriate sentence within the statutory ranges; (C) the Court will also consult and take into account the United States Sentencing Guidelines ("Sentencing Guidelines" or "U.S.S.G.") in determining the appropriate sentence within the statutory range; (D) the Sentencing Guidelines are not mandatory or binding on the Court, but are advisory in nature; (E) restitution may be imposed; (F) by pleading "Guilty" to more than one offense (Count), the Court may order the sentences to be served consecutively one after another; (G) the final determination concerning the applicable advisory guideline calculation, criminal history category, and advisory sentencing guideline range will be made by the Court; and (H) by pleading "Guilty," the Court may impose the same punishment as if the Defendant had plead "Not Guilty," had stood trial and been convicted.

5. **Sentencing Court Not Bound by Guidelines or Recommendations:** The Defendant acknowledges that this Plea Agreement is governed by Federal Rule of Criminal Procedure 11(c)(1)(B) and that the determination of the Defendant's sentence is within the discretion of the Court. The Defendant understands that if the Court decides to impose a sentence higher or lower than any recommendation of either party, or determines a different advisory sentencing guideline range applies in this case, or decides to impose a sentence outside of the advisory sentencing guideline range for any reason, then the Defendant will not be

permitted to withdraw these pleas of guilty for that reason and will be bound by these pleas of guilty.

6. Plea Agreement Based on Information Presently Known: The Defendant recognizes and understands that this Plea Agreement is based upon the information presently known to the United States Attorney for the Southern District of Indiana. The Government agrees not to bring other federal charges against the Defendant based on information currently known to the United States Attorney for the Southern District of Indiana. The Government will inform the Court and the Defendant at the time of taking the Defendant's plea whether the Government has obtained any information after the Plea Agreement was filed that may warrant bringing other federal charges against the Defendant.

7. No Protection from Prosecution for Unknown or Subsequent Offenses: The Defendant acknowledges and agrees that nothing in this Plea Agreement shall protect the Defendant in any way from prosecution for any offense not specifically covered by this Agreement, or not known to the United States Attorney for the Southern District of Indiana at this time. The Defendant further acknowledges and agrees that nothing in this Agreement shall protect the Defendant in any way from prosecution for any offense committed after the date of the filing of this agreement.

8. Rights Under Rule 11(b), Fed. R. Crim. P.: The Defendant understands that the Government has the right, in a prosecution for perjury or false statement, to use against the Defendant any statement that the Defendant gives under oath during the guilty plea colloquy. The Defendant also understands that the Defendant has the right: (A) to plead not guilty, or having already so pleaded, the right to persist in that plea; (B) to a jury trial; (C) to be represented by counsel--and if necessary have the court appoint counsel--at trial and at every

other stage of the proceedings, including appeal; and (D) to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses. The Defendant also understands that the Constitution guarantees the right to be considered for release until trial¹; and if found guilty of any of the charges, the right to appeal the conviction on such charge(s) to a higher court. The Defendant understands that if the Court accepts this plea of guilty, the Defendant waives all of these rights.

9. Background Information: The Defendant acknowledges and understands that no limitation shall be placed upon the Court's consideration of information concerning the background, character, and conduct of the Defendant for the purpose of imposing an appropriate sentence. The Defendant acknowledges and understands that the Government is not prohibited from providing information concerning background, character, and conduct of the Defendant for the purpose of recommending or advocating an appropriate sentencing guideline calculation and sentence.

10. Good Behavior Requirement: The Defendant agrees to fully comply with all conditions of release imposed by the Court during all stages of this case. If the Defendant fails to fully comply with such conditions, then the Government may withdraw from this Plea Agreement.

11. Compliance with Federal and State Laws: The Defendant understands that the obligations of the Government in this Plea Agreement are expressly contingent upon the Defendant abiding by federal and state laws.

¹Title 18, U.S.C. §§ 3141-3156, Release and Detention Pending Judicial Proceedings.

SENTENCE OF IMPRISONMENT

12. Sentencing Recommendation Pursuant to Federal Rule of Criminal

Procedure 11(c)(1)(B): The parties have **not** agreed upon a specific sentence. The parties reserve the right to present evidence and arguments concerning what they believe to be the appropriate sentence in this matter.

13. Placement: The Defendant reserves the right to request that this Court

recommend to the Federal Bureau of Prisons that the Defendant serve any sentence of imprisonment imposed in this case at the location the Defendant will provide during the sentencing hearing. The Defendant acknowledges and understands that any recommendation by the Court is only a recommendation and does not bind the Federal Bureau of Prisons. The Government reserves the right to agree or disagree with the Defendant's requested recommendation after considering such recommendation.

14. Programs and/or Treatment: The Defendant may also request that this Court

recommend to the Federal Bureau of Prisons that the Defendant participate in specific programs or receive specific treatment, while serving any sentence of imprisonment imposed in this case. The Defendant acknowledges and understands that any recommendation by the Court is only a recommendation and does not bind the Federal Bureau of Prisons. The Government reserves the right to agree or disagree with the Defendant's requested program or treatment recommendation after considering such recommendation.

15. Supervised Release: Both parties reserve the right to present evidence and

arguments concerning the specific period of supervised release in this range to follow the term of imprisonment.

16. Conditions of Supervised Release: The parties understand and agree that the Court will determine which standard and special conditions of supervised release to apply in this case. The parties reserve the right to present evidence and arguments concerning these conditions.

MONETARY PROVISIONS AND FORFEITURE

17. Mandatory Special Assessment: The Defendant will pay a total of \$2,600 on the date of sentencing or as ordered by the Court to the Clerk, United States District Court, which amount represents the mandatory special assessment fee imposed pursuant to 18 U.S.C. § 3013.

18. Fine: The parties reserve the right to present evidence and arguments concerning the issuance of a fine and amount of such fine.

19. Restitution: The parties understand and agree that federal law requires mandatory restitution for the offense charged in Counts 1-20 of the Superseding Indictment. Additionally, pursuant to 18 U.S.C. §§ 3663(a)(3), the parties further stipulate and agree that the Defendant's criminal conduct caused monetary losses to victims, and therefore agrees to pay restitution as follows:

a. The Defendant agrees and stipulates that there was loss to financial institutions, suppliers, and individuals and/or entities whose credit/debit cards and/or bank accounts were unlawfully used during the course of the Scheme described in the Superseding Indictment. The agreed upon restitution for the victims that were able to be identified at this time is as follows:

| Victim | Amount |
|------------------|-------------|
| American Express | \$65,061.87 |
| Capital One | \$30,404.55 |
| CitiBank | \$258.00 |

| | |
|-----------------------------|-------------------|
| Discover | \$1,497.43 |
| Huntington Bank | \$20,024.98 |
| JPMorgan Chase Bank | \$66,040.17 |
| Restoration Hardware | \$32,778.87 |
| U.S. Bank | \$1,082.00 |
| Total | 217,147.87 |

b. The Defendant agrees that, while the District Court sets the payment schedule, this schedule may be exceeded if and when the Defendant's financial circumstances change. In that event, and consistent with its statutory obligations, the Government may take any and all actions necessary to collect the maximum amount of restitution in the most expeditious manner available.

20. No Effect on Other Claims: Nothing in this agreement prevents any identified or unidentified victim of these offenses from seeking additional restitution or other civil relief if they choose to do so and can demonstrate losses higher than the amount of the agreed restitution. However, at the present time, the United States does not have any such claims for additional restitution presently identified.

21. Obligation to Pay Financial Component of Sentence: If the Defendant is unable to pay any financial component of the Defendant's sentence on the date of sentencing, then the Defendant agrees that the payment of the financial component should be a condition of supervised release. The Defendant has a continuing obligation to pay the financial component of the sentence. The Defendant further agrees that as of the date of filing this Plea Agreement the Defendant will provide all requested financial information, including privacy waivers, consents, and releases requested by the Government to access records to verify the Defendant's financial disclosures, to the Government for use in the collection of any fines, restitution, and money judgments imposed by the Court and authorizes the Government to obtain credit reports relating

to the Defendant for use in the collection of any fines and restitution, and money judgments imposed by the Court. The Defendant also authorizes the Government to inspect and copy all financial documents and information held by the United States Probation Office. If the Defendant is ever incarcerated in connection with this case, the Defendant may participate in the Bureau of Prisons Inmate Financial Responsibility Program.

22. Forfeiture: The Defendant understands that any forfeiture order entered by the court is mandatory and is a part of defendant's sentence. The Defendant stipulates and agrees to the immediate entry of a Preliminary Order of Forfeiture, pursuant to Federal Rule of Criminal Procedure 32.2(b)(2), against the Defendant, directly forfeiting each of the following property items, which the parties stipulate and agree:

(1) consist of property items constituting, or derived from, proceeds obtained, directly or indirectly, as a result of the violations of 18 U.S.C. §§ 1028, 1029, and 1343 and are therefore forfeitable under 18 U.S.C. §§ 982(a)(2)(A), 982(a)(2)(B);

(2) consist of personal property items used or intended to be used to commit the offense of 18 U.S.C. § 1029 and therefore are forfeitable under 18 U.S.C. § 1029(c)(1)(C);

(3) consist of property items, real or personal, that were involved in the money laundering transactions that the Defendant conducted as a part of the money laundering offense of conviction, or any property traceable to such property, and are therefore forfeitable under 18 U.S.C. § 982(a)(1).

The property to be forfeited includes but is not limited to: **See Attachment A.**

23. The Defendant acknowledges and agrees that any and all property in which the Defendant has an interest, and that is not already subject to direct forfeiture, is subject to forfeiture as substitute assets under Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461.

24. The Defendant agrees not to oppose, and to withdraw any previously filed opposition to, any administrative or judicial forfeiture action related to the conduct described in the Superseding Indictment filed in this case. The Defendant waives any right to receive any notices or pleadings filed in any forfeiture action related to the conduct described in the Superseding Indictment and agrees that a default or final judgment of forfeiture may be entered against the Defendant's interest without further notice to the Defendant or the Defendant's attorney.

25. The Defendant waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the Superseding Indictment, announcement of the forfeiture at sentencing, and incorporation of the forfeiture into the judgment. The Defendant waives all rights to any further notice or right to participate in any ancillary proceeding or any other proceeding pertaining to this forfeiture. The Defendant waives the right to be informed of any potential forfeiture at the time the Defendant's guilty plea is accepted, pursuant to Rule 11(b)(1)(J).

26. This Court shall retain jurisdiction to settle any disputes arising from application of this cause. The Defendant agrees that forfeiture of substitute assets, as authorized in this Plea Agreement and by 21 U.S.C. § 853(p), shall not be deemed an alteration of Defendant's sentence and that forfeiture of the assets described above shall not be treated as satisfaction of any restitution, fine, cost of imprisonment, or any other penalty the Court may impose upon the Defendant in addition to forfeiture.

27. The Defendant hereby waives any and all constitutional and statutory challenges the Defendant could raise on any ground and in any manner (including by direct appeal, habeas

corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement, including any argument that the forfeiture constitutes an excessive fine or punishment.

28. Abandonment: If any of the property is not forfeited, the Defendant abandons all right, title, and interest the Defendant may have in the property so that proper disposition, including destruction, may be made thereof by federal, state, or local law enforcement agencies involved in the investigation of the Defendant's criminal activity, without further notice or obligation whatsoever owing to the Defendant. The Defendant consents to the vesting of title to the listed property to the United States, pursuant to Title 41, Code of Federal Regulations, Section 128-48.102-1. Defendant waives any right to receive notice or a hearing with respect to any motion, pleading, order, or any other action that the Government might take to carry out the abandonment, disposition, and/or destruction of the property. The Defendant's waiver includes, without limitation, all common law, statutory, and constitutional claims or challenges, on any grounds, arising at any time from, or relating to, the seizure, abandonment, disposition, and destruction of the listed property. The Defendant further agrees to hold the United States of America, its agents and employees, harmless from any claims whatsoever in connection with the seizure, abandonment, disposition, and destruction of the listed property.

FACTUAL BASIS FOR GUILTY PLEA

29. **Stipulated Factual Basis:** The parties stipulate and agree that the following facts establish a factual basis for the Defendant's pleas of guilty to the offenses set forth in Paragraph One, above, and that the Government would be able to establish the following facts beyond a reasonable doubt in the event this cause was to proceed to trial. The following information is only a summary of the Government's evidence. This Plea Agreement is not intended to foreclose the presentation of and the Government reserves the right to present additional evidence at the time of sentencing.

30. The Defendant was a dual citizen of Vietnam and the United States, who resided in Carmel, Indiana. The Defendant, along with others, devised a complex, international scheme to defraud multiple persons and entities throughout the United States and abroad, resulting in over \$2 million in proceeds (the "Scheme"). The Defendant used over \$300,000 of that money to purchase his residence in Carmel. The Scheme began in or about 2013 and continued until on or about February 20, 2020.

31. The victims included PayPal, eBay, eBay buyers, suppliers, financial institutions and credit card companies, credit card holders, and identity theft victims.

32. To carry out the Scheme, the Defendant and his co-conspirators unlawfully obtained personally identifiable information ("PII") through the Internet of hundreds of other persons located throughout the United States and worldwide. This PII included, among other things, names, addresses, dates of birth, telephone numbers, social security numbers, and credit card numbers. The PII was all in the names of other persons. Some of this PII is described in **Counts 23 and 24 of the Superseding Indictment.**

33. The Defendant used that PII, including social security numbers, to create fraudulent accounts with PayPal, a payment processor, and eBay, an online auction site, in the names of other persons.

34. The Defendant and co-conspirators then placed items for sale on eBay using the fraudulently created accounts. The eBay accounts advertised and sold a variety of items through the online auction site, including, but not limited to, sporting goods, handbags, electronics, and health equipment, such as Hydro Flask water bottles, Vera Bradley handbags, Superfeet insoles, PlayStation 4 controllers/accessories, American Girl dolls, and blood pressure monitoring devices.

35. The items sold at auction to eBay buyers were purchased by the Defendant and co-conspirators with unauthorized and/or stolen credit cards and shipped to the eBay buyer. The Defendant did not have the majority, if any, items on hand at the time of the sale. Rather, much of the merchandise was purchased through online retailers and shipped directly from the supplier to the eBay buyer. Most of the items were sold at prices lower than market value, but the Defendant and his co-conspirators still profited because the items were purchased with unauthorized and/or stolen credit cards.

36. The Defendant and co-conspirators collected the payments from those buyers through the fraudulently created PayPal accounts in the names of others. The Defendant linked his personal bank accounts to these fraudulent PayPal accounts to receive and transfer payments made to those accounts. The Defendant represented to PayPal that the bank accounts were opened in the name of the PayPal account holder. However, the bank accounts were actually registered in the Defendant's true name.

37. The Defendant maintained and controlled the bank accounts linked to the false and fraudulent PayPal accounts. The Defendant's personal bank accounts were linked to over five hundred (500) fraudulent PayPal accounts, and received over \$1.5 million in proceeds.

38. PayPal restricted or limited many of the PayPal accounts because of suspicious activity on the accounts, complaints, and other reasons. PayPal required the users of those restricted/limited PayPal accounts to provide PayPal with additional documents or information to re-establish the account. PayPal sometimes required the account holders to provide additional documentation for other reasons, such as when the account reached a total transaction limit. The documentation requested included copies of valid identification documents (e.g., driver's license, passport, social security cards), proof of address documents (e.g., utility bills, telephone bills), and proof of sales documents (e.g., invoices, receipts). Invoices and receipts would assist PayPal in verifying that the seller had the items the seller was purporting to sell.

39. The Defendant obtained fraudulent documents through the Internet to attempt to re-establish PayPal accounts that were either limited or restricted by PayPal, or that required additional documentation. The documents the Defendant obtained included false and fraudulent driver's licenses, passports, social security cards, utility bills, telephone bills, bank statements, receipts, and invoices in the name of the PayPal accountholders. The Defendant also modified and altered authentic documents, such as his personal utility bills, to make them appear to be for the PayPal accountholders.

40. The Defendant uploaded and caused to be uploaded many of these false and fraudulent documents to PayPal through the Internet, in or affecting interstate or foreign commerce, including but not limited to those uploads described in **Counts 1 through 18 of the Superseding Indictment**. The Defendant knew that many of the documents, including means of

identification, belonged to another person, including those individuals listed in **Counts 21 and 22 of the Superseding Indictment.**

41. The Defendant submitted these documents to mislead PayPal about the identity of the person who opened and maintained the accounts, as well as the true source of the items being sold on eBay. On many occasions, PayPal lifted the restrictions and enabled the Defendant to continue using those PayPal accounts. These fraudulent representations to PayPal enabled the Defendant to continue to use PayPal as a platform to obtain and transfer money.

42. The Defendant and others controlled and shared access to the PayPal and eBay accounts. The Defendant and others used various methods to obscure the location and identity of the person accessing the PayPal and eBay accounts.

43. The proceeds from the sales in those eBay accounts flowed through to the PayPal accounts. The Defendant and others who had access to the PayPal accounts periodically transferred the money from the PayPal accounts to the Defendant's linked personal bank accounts in the Defendant's custody and control, including those transfers described in **Counts 19 and 20 of the Superseding Indictment.** The Defendant also received checks directly from PayPal, and made payments from the PayPal accounts.

44. The Defendant had access to, wrote to, shared, and maintained spreadsheets to keep track of the payments, sales, tracking numbers, and money transfers pertaining to the activity in many of the PayPal accounts.

45. Between 2014 and 2018, over \$2 million was transferred from the fraudulent PayPal accounts and deposited into the Defendant's personal bank accounts. The Defendant wired approximately \$1.2 million of that money overseas to his family members and other individuals in Vietnam, including co-conspirators. The Defendant personally used a portion of

those PayPal deposits for his own benefit, including the purchase of his residence in Carmel, Indiana for \$335,442.47. This purchase is described in **Counts 25 and 26 of the Superseding Indictment.**

46. In addition to obtaining unlawful PII over the Internet, the Defendant also shared this information with others. For instance, the Defendant shared this credit card information with others on the Internet through Skype, email, and other social media applications.

47. The Defendant communicated with co-conspirators over Skype about obtaining and using unauthorized credit cards to purchase items sold through the eBay auctions. On at least one occasion, the Defendant asked another individual to purchase items with unauthorized credit cards and have some of those items shipped to the Defendant's residence. The Defendant disclosed that he could re-sell the items. The Defendant also requested that the packages be shipped to his residence in names other than himself.

48. On October 24, 2018, the Carmel Police Department executed search warrants at the Defendant's residence, as well as two other residences in Indianapolis controlled and/or accessed by the Defendant. The Carmel Police Department recovered over 400 packages of merchandise in these residences. The Defendant signed for many of those packages in other names, including "Robert Parker". At least \$78,000 of those items were confirmed to be purchased with unauthorized credit cards of others.

49. The Defendant's Carmel residence was located within the Southern District of Indiana and his conduct described above was primarily conducted from his residence.

SENTENCING GUIDELINE STIPULATIONS

50. Guideline Computations: Pursuant to Section 6B1.4 of the Sentencing Guidelines, the parties agree to the Stipulations below. The parties understand and agree that these Stipulations are binding on the parties but are only a recommendation to the Court and that the Court will determine the advisory sentencing guidelines applicable in this case. The parties agree that no stipulation regarding any factors in Chapter 4, Criminal History Category, of the Sentencing Guidelines has been made, and that such determination will be made by the Court. The 2018 version of the Sentencing Guidelines has been used by the parties to make the stipulations set forth below.

51. Applicable Guidelines: The applicable guidelines are U.S.S.G. §§ 2B1.1 and 2S1.1.

52. Base Offense Level: The parties stipulate that the **base offense level is 7**, pursuant to U.S.S.G. § 2B1.1(a)(1).

53. Loss: The parties stipulate that the loss exceeded \$1,500,000. Accordingly, the offense level is **increased by 16 levels**, pursuant to U.S.S.G. § 2B1.1(b)(1)(J).

54. Victims: The parties stipulate that the offense involved ten (10) or more victims. Accordingly, the offense level is **increased by 2 levels**, pursuant to U.S.S.G. § 2B1.1(b)(2)(A)(i).

55. Outside the U.S./Sophisticated Means: The parties stipulate that a substantial part of the fraudulent scheme was committed from outside the United States and the offense otherwise involved sophisticated means and the Defendant intentionally engaged in or caused the conduct constituting sophisticated means. Accordingly, the offense level is **increased by 2 levels**, pursuant to U.S.S.G. § 2B1.1(b)(10)(B) and (C).

56. Trafficking in Unauthorized Access Devices: The parties stipulate that the offense involved the production or trafficking of unauthorized access devices. Accordingly, the offense level is **increased by 2 levels**, pursuant to U.S.S.G. § 2B1.1(b)(11)(B)(i).

57. Money Laundering: The parties stipulate that the Defendant was convicted under 18 U.S.C. § 1957. Accordingly, the offense level is **increased by 1 level**, pursuant to U.S.S.G. § 2S1.1(b)(2)(A).

58. Acceptance of Responsibility: To date, the Defendant has demonstrated a recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. Based upon the Defendant's willingness to accept a Plea Agreement and enter a plea of guilty to the criminal conduct noted in this agreement and the Defendant's agreement to cooperate in and not to contest the forfeiture of the property described above, the Government agrees that the Defendant should receive a **two (2) level reduction** *provided* the Defendant satisfies the criteria set forth in U.S.S.G § 3E1.1(a) up to and including the time of sentencing. The parties reserve the right to present evidence and arguments concerning the Defendant's acceptance of responsibility at the time of sentencing.

59. The parties stipulate that the final offense level is **Offense Level 28**.

WAIVER OF RIGHT TO APPEAL

60. Direct Appeal: The Defendant understands that the Defendant has a statutory right to appeal the conviction and sentence imposed and the manner in which the sentence was determined. Acknowledging this right, and in exchange for the concessions made by the Government in this Plea Agreement, the Defendant expressly waives the Defendant's right to appeal the conviction and sentence imposed in this case on any ground, including the right to appeal conferred by 18 U.S.C. § 3742. The Defendant further expressly waives any and all

challenges to the statutes to which the Defendant is pleading guilty on constitutional grounds, as well as any challenge that the Defendant's admitted conduct does not fall within the scope of the applicable statutes. This waiver of appeal specifically includes all provisions of the guilty plea and sentence imposed, including the length and conditions supervised release and the amount of any fine.

61. Later Legal Challenges: Additionally, the Defendant expressly agrees not to contest, or seek to modify, the Defendant's conviction or sentence or the manner in which either was determined in any later legal proceeding, including but not limited to, an action brought under 18 U.S.C. § 3582 or 28 U.S.C. § 2255, except as follows:

- a. Ineffective Assistance of Counsel:** As concerns the Section 2255 waiver, the waiver does not prevent claims, either on direct or collateral review, that the Defendant received ineffective assistance of counsel.
- b. Retroactive Sentencing Guidelines Reductions:** As concerns this Section 3582 waiver, should the United States Sentencing Commission and/or Congress in the future amend the Sentencing Guidelines to lower the guideline range that pertains to the Defendant's offenses and explicitly make such an amendment retroactive, the Government agrees that it will not argue that this waiver bars the Defendant from filing a motion with the district court pursuant to 18 U.S.C. § 3582(c)(2) based on that retroactive Guidelines amendment. However, if the Defendant files such a motion, the Government may oppose the motion on any other grounds. Furthermore, should the Defendant seek to appeal an adverse ruling of the district court on such a motion, this waiver bars such an appeal.

- c. Motions for Compassionate Release:** As concerns the Section 3582 waiver, the Defendant reserves the right to file motions seeking a “compassionate release” sentence reduction pursuant to the First Step Act of 2018 and 18 U.S.C. § 3582(c)(1)(A)(i). Any such motion must be based on one or more “extraordinary and compelling reasons” set forth in U.S.S.G. § 1B1.13 and the governing interpretations of that provision and its application notes (or, in the event of amendment of that U.S.S.G. provision or the relevant application notes, the provision(s), if any, with the same effect at the time of the filing of the motion for sentence reduction). The Defendant further agrees that under application note 1(D), as it appears in the 2018 Guidelines Manual, the Defendant may assert only those reasons set forth in the relevant Bureau of Prisons program statement in effect at the time of the Defendant’s motion (currently Program Statement 5050.50). The government further reserves the right to oppose any motion for compassionate release on any other grounds.

62. No Appeal of Supervised Release Term and Conditions: The Defendant waives the right to appeal the length and conditions of the period of supervised release.

PRESENTENCE INVESTIGATION REPORT

63. The Defendant requests and consents to the commencement of a presentence investigation by probation officers of the United States District Court for purposes of preparing a Presentence Investigation Report at this time and prior to the entry of a formal plea of guilty.

64. The Defendant further requests and consents to the review of the Defendant’s Presentence Investigation Report by a Judge, Defendant’s counsel, the Defendant, and the Government at any time, including prior to entry of a formal plea of guilty.

IMMIGRATION CONSEQUENCES

65. The Defendant recognizes that pleading guilty may have consequences with respect to the Defendant's immigration status if the Defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which the Defendant is pleading guilty. The Defendant also recognizes that removal will not occur until service of any sentence imposed in this case has been completed. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict to a certainty the effect of the conviction in this case on the Defendant's immigration status. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any immigration consequences that this plea may entail, even if the consequence is the Defendant's removal from the United States.

STATEMENT OF THE DEFENDANT

66. By signing this document, the Defendant acknowledges the following:
- a. I have received a copy of the Superseding Indictment and have read and discussed it with my attorney. I believe and feel that I understand every accusation made against me in this case. I wish the Court to omit and consider as waived by me all readings of the Superseding Indictment in open Court, and all further proceedings including my arraignment.
 - b. I have told my attorney the facts and surrounding circumstances as known to me concerning the matters mentioned in the Superseding Indictment, and believe and feel that my attorney is fully informed as to all such matters. My attorney has since informed,

counseled and advised me as to the nature and cause of every accusation against me and as to any possible defenses I might have in this case.

- c. I have read the entire Plea Agreement and discussed it with my attorney.
- d. I understand all the terms of the Plea Agreement and those terms correctly reflect the results of plea negotiations.
- e. Except for the provisions of the Plea Agreement, no officer or agent of any branch of Government (federal, state or local), nor any other person, has made any promise or suggestion of any kind to me, or within my knowledge to anyone else, that I would receive a lighter sentence, or probation, or any other form of leniency, if I would plead "Guilty." I respectfully request that the Court consider in mitigation of punishment at the time of sentencing the fact that by voluntarily pleading "Guilty" I have saved the Government and the Court the expense and inconvenience of a trial. I understand that before it imposes sentence, the Court will address me personally and ask me if I wish to make a statement on my behalf and to present any information in mitigation of punishment.
- f. I am fully satisfied with my attorney's representation during all phases of this case. My attorney has done all that anyone could do to counsel and assist me and that I fully understand the proceedings in this case against me.
- g. I make no claim of innocence, and I am freely and voluntarily pleading guilty in this case.
- h. I am pleading guilty as set forth in this Plea Agreement because I am guilty of the crime(s) to which I am entering my plea.

- i. I understand that if convicted, a Defendant who is not a United States Citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.
- j. My attorney has informed me, and I understand, that I have the right to appeal any conviction and sentence that I receive, unless I have waived my right to appeal as part of this Plea Agreement. If I have not waived my right to appeal, I understand that I must file a Notice of Appeal within fourteen (14) days of the entry of the judgment in this case; I further understand that the Clerk of the Court will prepare and file a Notice of Appeal on my behalf if I ask that to be done. I also understand that the United States has the right to appeal any sentence that I receive under this Plea Agreement.
- k. My attorney has informed me, and I understand, that if I provide or cause to be provided materially false information to a judge, magistrate-judge, or probation office, then Section 3C1.1 of the Sentencing Guidelines allows the Court to impose a two-level increase in the offense level.
- l. If this cause is currently set for trial on the Court's calendar, I request that this date be continued to permit the Court to consider this proposed guilty Plea Agreement. I further understand that any delay resulting from the Court's consideration of this proposed guilty Plea Agreement, up to and including the date on which the Court either accepts or rejects my guilty plea, will be excluded in computing the time within which trial of this cause must commence, pursuant to 18 U.S.C. § 3161(h)(1)(G).

CERTIFICATE OF COUNSEL

67. By signing this document, the Defendant's attorney and counselor certifies as follows:

- a. I have read and fully explained to the Defendant all the accusations against the Defendant which are set forth in the Superseding Indictment in this case;
- b. To the best of my knowledge and belief each statement set forth in the foregoing petition to enter plea of guilty and Plea Agreement is in all respects accurate and true;
- c. The plea of "Guilty" as offered by the Defendant in the foregoing petition to enter plea of guilty and Plea Agreement accords with my understanding of the facts as related to me by the Defendant and is consistent with my advice to the Defendant;
- d. In my opinion, the Defendant's waiver of all reading of the Superseding Indictment in open Court, and in all further proceedings, including arraignment as provided in Rule 10, Fed. R. Crim. P., is voluntarily and understandingly made; and I recommend to the Court that the waiver be accepted by the Court;
- e. In my opinion, the plea of "Guilty" as offered by the Defendant in the foregoing petition to enter plea of guilty and Plea Agreement is voluntarily and understandingly made and I recommend to the Court that the plea of "Guilty" be now accepted and entered on behalf of the Defendant as requested in the foregoing petition to enter plea of guilty and Plea Agreement.

FINAL PROVISION

68. Complete Agreement: The Defendant acknowledges that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this document, to induce the Defendant to plead guilty. This document is the complete and only Plea Agreement between the Defendant and the United States Attorney for the Southern District of Indiana and is binding only on the parties to the Plea Agreement, supersedes all prior understandings, if any, whether written or oral, and cannot be modified except in writing, signed by all parties and filed with the Court, or on the record in open court.

Respectfully submitted,

ZACHARY A. MYERS
United States Attorney

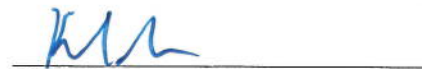
10/31/22
DATE


Mary Ann T. Mindrum
Assistant United States Attorney

31 OCT 22
DATE


James M. Warden
Assistant United States Attorney


10-31-22
DATE


Kyle Sawa
Chief, General Crimes Unit

10-31-22
DATE


TUONG QUOC HO
Defendant

10/31/22
DATE


Dorie Maryan
Counsel for Defendant

Attachment A

The following items seized from 11593 Mansfield Place by the Federal Bureau of Investigation on February 19, 2020:

20-FBI-006519:

1. Apple iPhone 11 Pro
2. Cyanogen Cell Phone
3. Apple iPhone X
4. Apple MacBook Pro with power adapter and video adapter
5. Samsung SM-J337P Cell Phone

20-FBI-006528:

1. R.M. Williams Leather Jacket, Size Small
2. R.M. Williams Comfort Craftsman Chestnut/Yearling shoes, US Size 2
3. The Kooples Black Leather Sport Jacket, Size Small
4. Salvatore Ferragamo Navy Leather Belt, Model LG-679054.
5. Salvatore Ferragamo Brown Leather Belt, Model CI-679068
6. Salvatore Ferragamo MS 77146 D, Black Loafers, Size 8 1/2
7. Dr. Martens Sawyer, Black, Size 9 USM
8. Dr. Martens The Original, Black, Size 9 USM
9. Dr. Martens 1672760, Black and Tan, Size 7 USM
10. Dr. Martens Elmer, Elmer, Size 9 USM
11. Dr. Martens 1461, Black, Size 7
12. Salvatore Ferragamo LLC 12754, Black, Size 8 1/2
13. Cole Haan Hamilton Grnd Pln Ox, Black, Size 8.5 M

20-FBI-006546:

1. Omega Speedmaster Men's Watch
2. Shinola Men's Watch
3. Breitling Men's Watch, NAV1 GMT 46

20-FBI-006547- Misc. Home Goods

1. Herman Miller Grey Office Chair
2. Herman Miller Grey Office Chair
3. Noble House Home Furnishing LLC Fire Pit, Model 59241.00 WHI-50K
4. Charbroil Signature Infrared Grill, Model 463276016
5. Lovesac Outdoor Sactional, 10 piece sectional
6. Am Autonomous Adjustable White Top Desk, Model JSET-3
7. Am Autonomous Adjustable Brown Top Desk, Model JSET-3
8. Live Edge Custom Dining Table With Table Top, Two Legs, and Bag of Hardware.

20-FBI-006551

1. Troy-Bilt Zero Turn Lawn Mower Model 17ARCACS001

20-FBI-003156

1. 2 Bank of America accounts: 374003567849 and 374003567852 (\$25,755.97)