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 8 **UNITED STATES DISTRICT COURT**
 9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 UNITED STATES OF AMERICA,
 11 Plaintiff,
 12 v.
 13 GINA CHAMPION-CAIN,
 14 Defendant.

Case No. 20cr02115-AJB
PLEA AGREEMENT

15 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
 16 AMERICA, through its counsel, ROBERT S. BREWER, JR., United States
 17 Attorney, and Aaron P. Arnzen and Andrew J. Galvin, Assistant U.S.
 18 Attorneys, and Defendant Gina Champion-Cain ("Defendant"), with the
 19 advice and consent of David C. Scheper, counsel for Defendant, as
 20 follows:

21 **I**
 22 **THE PLEA**

23 Defendant agrees to waive indictment and plead guilty to an
 24 Information charging Defendant with securities fraud, in violation of
 25 15 U.S.C. §§ 77q and 77x; obstruction of justice, in violation of 18
 26 U.S.C. § 1505; and conspiracy to commit securities fraud and obstruct
 27 justice, in violation of 18 U.S.C. § 371.
 28

Plea Agreement

Def. Initials *J*

CR -

1 In exchange, the Government agrees not to bring any additional
2 charges against Defendant for conduct outlined in the "Factual Basis"
3 section of this plea agreement, unless Defendant breaches the plea
4 agreement or the guilty plea entered pursuant to this plea agreement is
5 set aside for any reason. If Defendant breaches this agreement or the
6 guilty plea is set aside, section XII below shall apply.

7 In addition, the attached financial addendum shall govern the fine,
8 forfeiture, and restitution in this case.

9 II

10 NATURE OF THE OFFENSE

11 A. ELEMENTS EXPLAINED

12 The offenses to which Defendant is pleading guilty, and as alleged
13 in the Information, have the following elements:

14 Securities Fraud, in violation of 15 U.S.C. §§ 77q and 77x

15 1. Defendant willfully used a scheme to defraud someone, or
16 obtained money or property from someone by means of an untrue statement
17 or omission of material fact;

18 2. Defendant's acts were undertaken, and her statements were
19 made, in the offer or sale of one or more securities; and

20 3. Defendant directly or indirectly used the instruments or
21 facilities of interstate commerce in connection with undertaking these
22 acts and making these statements.

23 Obstruction of Justice, in violation of 18 U.S.C. § 1505

24 1. Defendant knew that a proceeding was pending before the United
25 States Securities and Exchange Commission; and

26 2. Defendant corruptly endeavored to influence, obstruct or
27 impede the due and proper administration of the law under which the
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1 proceeding before the United States Securities and Exchange Commission
2 was being conducted.

3 Conspiracy, in violation of 18 U.S.C. § 371

4 1. There was an agreement among two or more persons to commit
5 offenses, to wit, securities fraud, in violation of 15 U.S.C. §§ 77q
6 and 77xx, and obstruction of justice, in violation of 18 U.S.C. § 1505;

7 2. The defendant became a member of the conspiracy knowing of at
8 least one of its objects and intending to help accomplish it; and

9 3. One of the members of the conspiracy performed at least one
10 overt act for the purpose of carrying out the conspiracy.

11 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

12 Defendant has fully discussed the facts of this case with defense
13 counsel. Defendant has committed each element of the crime and admits
14 that there is a factual basis for this guilty plea. The following facts
15 are true and undisputed:

16 **Introduction**

17 1. Defendant played a central role in perpetrating a fraudulent
18 Ponzi scheme by convincing investors that she would use their money to
19 make loans to individuals and entities attempting to purchase California
20 liquor licenses. From 2012 - 2019, approximately \$400 million flowed
21 into the scheme based on Defendant's false statements to investors that,
22 among other things, she would use their money to fund these loans; the
23 investors' money would be safe in an escrow holding account; and the
24 invested funds would and could only be returned to the specific investor
25 who deposited the funds or his/her intermediary.

26 2. Defendant knew these representations and omissions were
27 false. She never used the funds to make liquor license loans. Instead,
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1 Defendant and her co-conspirators simply used investor funds to pay
2 back other investors whose investments would soon be redeemed, and
3 embezzled funds to support her other businesses (some of which were
4 failing) and her lifestyle.

5 3. Defendant and her co-conspirators succeeded in defrauding
6 investors by, among other things, fabricating documents, forging
7 signatures, and telling investors lies through fake email accounts so
8 that when investors attempted to double-check on their investments with
9 third parties, they were really communicating with Defendant or her
10 employees.

11 4. When Defendant and her co-conspirators learned of a
12 government investigation into her scheme, they destroyed evidence that
13 they knew was incriminating.

14 **Relevant Individuals and Entities**

15 5. Defendant Gina Champion-Cain is a resident of San Diego,
16 California. Defendant owns, manages, and/or controls a significant
17 number of small businesses located, and that operate, in San Diego.

18 6. American National Investments, Inc. ("American National
19 Investments") is a California corporation based in San Diego. Defendant
20 is the founder and was the CEO of American National Investments.
21 American National Investments was a real estate development company,
22 and the parent company of a large number of small businesses, which
23 operated primarily in the real estate, retail, and restaurant sectors.

24 7. ANI Development, LLC ("ANI Development"), is a California
25 limited liability company located in San Diego, and a subsidiary of
26 American National Investments. Defendant was the managing member of
27 ANI Development. ANI Development's business consisted primarily of
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1 running a fake lending program (the "Lending Program") surrounding the
2 transfer of California liquor licenses, as described more fully below.

3 **Liquor License Transfers in California**

4 8. Under California law, an applicant who wishes to purchase a
5 California liquor license from an existing licensee must place in an
6 escrow account an amount of money equal to the purchase price of the
7 license.

8 9. This escrow account must be established and funded within 30
9 days of applying for the license, and the money deposited must be
10 maintained in escrow until the California Department of Alcoholic
11 Beverage Control (the "ABC") either (a) approves the application and
12 the purchase of the license is completed, or (b) declines the
13 application, at which point the escrowed funds are returned to the
14 depositor.

15 **Champion-Cain's First Solicitation of Investments**

16 **in the Lending Program**

17 10. Beginning in or around 2012, Defendant solicited an
18 individual based in San Diego ("Investor 1") to invest in the Lending
19 Program. On the phone, and by email, Defendant described to Investor
20 1 important aspects of the supposed Lending Program, including the
21 following:

- 22 a. Many applicants who wished to acquire a California liquor
23 license did not have sufficient funds to deposit the
24 license's full purchase price in an escrow account for the
25 time period that the ABC takes to review a transfer
26 application. Because of their lack of liquid funds, these
27 applicants were willing to pay relatively high rates of
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1 interest on short-term loans that would fund the escrow
2 account.

3 b. An attorney ("Attorney A") whose practice area involves
4 California liquor license transactions had identified for
5 Defendant applicants who wished to acquire liquor licenses
6 and were seeking a loan to fund the related escrow
7 accounts. The Defendant and Attorney A would negotiate
8 the terms of such loans with these applicants.

9 c. Under the terms negotiated by Defendant and Attorney A,
10 Investor 1 would provide loans to the applicants pursuant
11 to an escrow agreement (the "Purported Escrow Agreement")
12 with a well-known financial services company (the "Escrow
13 Company").

14 d. The Purported Escrow Agreement would reduce the apparent
15 risk of the investment to Investor 1. Under its terms,
16 Investor 1's money would be deposited into a master escrow
17 account at the Escrow Company and be tied to a specific
18 liquor license application. The escrowed funds could only
19 be withdrawn by Investor 1 after the ABC accepted or
20 declined the corresponding transfer application.

21 e. The applicant would pay the transfer price plus interest
22 if and when the ABC granted the related liquor license
23 application. Investor 1 would then receive the amount of
24 his original deposit, and Defendant and Investor 1 would
25 split the interest proceeds, with 80% going to Investor 1
26 and 20% going to Defendant.

1 f. Defendant would provide a list created by Attorney A of
2 applicants seeking loans and Investor 1 could choose
3 applications to fund.

4 g. These arrangements would be documented in a funding
5 agreement between ANI Development and Investor 1, or one
6 or more single purpose entities created by Investor 1 as a
7 means to invest in the Lending Program.

8 11. Based on Defendant's description of the Lending Program,
9 Investor 1 entered into a series of funding agreements, and invested
10 tens of millions of dollars into the program. Investor 1 invested these
11 funds, in many cases, by means of interstate wire transfers.

12 **Champion-Cain's Solicitation of Additional Investors**

13 12. Defendant made, directly or indirectly, substantially the
14 same representations about the Lending Program to investors other than
15 Investor 1. Defendant knew that Investor 1 had passed on her
16 representations about the Lending Program to a significant number of
17 individuals and entities. Based on their understanding of Defendant's
18 representations, these individuals and entities invested indirectly in
19 the Lending Program by loaning money to Investor 1's single purpose
20 entities. In turn, this money was intended to fund large numbers of
21 loans associated with specific liquor license applications through the
22 Lending Program, pursuant to funding agreements.

23 13. Investor 1 shared Attorney A's supposed lists of liquor
24 license applicants seeking loans with these additional investors, who
25 chose which applications they were willing to fund and invested the
26 corresponding amounts.

1 14. Collectively, these investors identified by Investor 1
2 invested tens of millions of dollars in the Lending Program.

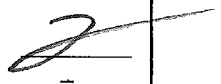
3 15. Defendant solicited still other investors. She described the
4 Lending Program to these additional investors in substantially the same
5 terms, but sometimes varied the manner in which she represented that
6 the funds would be routed. For example, Defendant, personally and on
7 behalf of ANI Development, issued promissory notes to certain investors
8 under which she committed to investing the corresponding funds in the
9 Lending Program, using the same or similar escrow arrangements, and
10 sharing the interest with the investors. Collectively, these
11 individuals and entities invested tens of millions of dollars in the
12 Lending Program.

13 **The Ponzi Scheme**

14 16. Defendant used the investors' money to conduct and perpetuate
15 a massive Ponzi scheme. In the process of doing so, Defendant recruited
16 co-conspirators and obtained their agreement to assist in important
17 aspects of the scheme.

18 17. Defendant and her co-conspirators did not place investor
19 funds in the Lending Program. In fact, the Lending Program, as
20 described by Defendant, was completely fictitious.

21 18. Defendant lied to investors about the applicant lists
22 supposedly created by Attorney A that Defendant shared with investors.
23 Contrary to her representations, these lists did not include the names
24 of applicants who were actually looking for escrow-related loans.
25 Instead, Defendant created fake lists of applicants based on the names
26 of individuals and entities listed on the ABC website. Most of these
27 individuals and entities were associated with cancelled or expired
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1 liquor licenses, and none of them had sought loans associated with
2 liquor license transfers through Defendant or Defendant's entities.

3 19. Defendant misrepresented the Purported Escrow Agreements.
4 These Purported Escrow Agreements, which controlled the receipt,
5 maintenance, and distribution of investor funds, were never operative.
6 Defendant and certain American National Investment employees agreed to
7 and did forge the signatures of Escrow Company employees on the
8 Purported Escrow Agreements. Later, Defendant persuaded an employee of
9 the Escrow Company to knowingly sign more than 20 Purported Escrow
10 Agreements in order to convince investors that the escrow accounts were
11 governed by the Purported Escrow Agreements when, in fact, the escrow
12 accounts were administered pursuant to other agreements that did not
13 provide the same protections over investor funds.

14 20. Defendant also lied about investor funds being tied to
15 specific liquor license loan applications. Instead, investor funds
16 were pooled in large, general purpose accounts established at the Escrow
17 Company, which were not connected to specific liquor license loan
18 applications.

19 21. The actual escrow agreements that governed these general
20 purpose accounts (the "Actual Escrow Agreements") contained terms that
21 allowed Defendant to perpetrate her Ponzi scheme. Specifically, while
22 the Purported Escrow Agreements allowed escrowed funds to be used only
23 to pay investors their principal and interest, the Actual Escrow
24 Agreements allowed Defendant and her entities to withdraw money for any
25 reason without any meaningful limitations. Defendant concealed the
26 terms of the Actual Escrow Agreements from investors.

1 22. Defendant misrepresented to investors that she would invest
2 their funds in the Lending Program. She never, directly or indirectly,
3 instructed that investor funds be used in connection with the transfer
4 of any liquor licenses. Instead, Defendant and America National
5 Investments employees agreed to and did (a) use incoming investor funds
6 to make principal and interest payments based on investments that could
7 soon be redeemed in the Lending Program, and (b) embezzle investor funds
8 to finance and support some of Defendant's and American National
9 Investments' other businesses (some of which were failing), and to fund
10 Defendant's lifestyle.

11 23. Defendant and, at her instruction, one or more America
12 National Investments employees exaggerated Defendant's creditworthiness
13 to a financial institution by sending a fabricated personal brokerage
14 statement to a bank for the purpose of soliciting an investment in the
15 Lending Program from the bank. These financial documents included an
16 April 30, 2019 brokerage statement falsely showing that Defendant owned
17 over \$4.3 million dollars of stock in one publicly traded company when,
18 in fact, she owned just over \$400,000 worth of that stock.

19 **Champion-Cain's Receipt and Use of Investor Funds**

20 24. As a result of Defendant's scheme and fraudulent
21 misrepresentations and omissions, between 2012 and 2019, over 100
22 investors invested over \$400 million in the Lending Program, including
23 through revolving lines of credit. At least one of the victims was a
24 financial institution that invested, and lost, over \$1 million in the
25 Lending Program.

26 25. In order to lull her investors, Defendant and her co-
27 conspirators agreed to and did cause principal and supposed interest
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1 payments to be made to the investors of over \$200 million. These
2 payments were made so that investors would continue to believe the
3 Lending Program was legitimate, which aided Defendant's efforts to
4 perpetuate the Ponzi scheme and recruit new investor victims.

5 26. As described above, Defendant owned businesses with no direct
6 connection with the Lending Program, including a restaurant chain,
7 vacation rentals, a coffee shop, a juice bar, and a surf-themed clothing
8 store. Many of these businesses were failing and/or had negative cash
9 flows. From 2012 through 2019, Defendant and her co-conspirators agreed
10 to and did use at least \$60 million of investor funds to meet expenses,
11 including payroll, incurred by these business.

12 27. Defendant also used investor funds to pay for personal
13 expenses, including the following:

14 a. Defendant's Personal Residences - Defendant used hundreds
15 of thousands of dollars of investor funds to pay for two
16 residences owned by American National Investments and/or
17 one of its affiliates and used by Defendant, including a
18 house in Rancho Mirage, California, and a home in the
19 Mission Beach area of San Diego.

20 b. Salary and Distributions Paid to Defendant - Defendant used
21 at least \$2 million of investor funds to pay her own salary
22 from American National Investments, ANI Development, and
23 other businesses that were illicitly financed through
24 investor funds. For example, Defendant's 2018 gross salary
25 amounted to approximately \$480,000.

26 c. Sporting Events - Defendant used hundreds of thousands of
27 dollars of investor funds to pay for her own and others'
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1 attendance at sporting events. For example, Defendant paid
2 over \$640,000 for box seats at San Diego Padres games from
3 2015 through 2019, and over \$200,000 for box seats at San
4 Diego Chargers games from 2013-2016.

5 d. Automobiles - Defendant used investor funds to pay for
6 automobiles for herself and her family, including
7 \$79,337.86 for a BMW automobile for a family member.

8 e. Credit Cards - Defendant or others at ANI used at least
9 \$745,000 of investor funds to satisfy credit card
10 obligations from 2012 through 2019.

11 f. Jewelry - Defendant spent over \$200,000 (a significant
12 portion of which came from investor funds) to pay for
13 jewelry at Tiffany & Co., and other jewelry stores.

14 g. Miscellaneous Expenses - Defendant used investor funds to
15 pay for various other items, such as \$21,850 for a golf
16 cart in 2017 for the Rancho Mirage home owned by American
17 National Investments and used by Defendant; \$20,000 for
18 donations to the university she attended; \$12,399 for
19 airline tickets to Florence, Italy; and contributions to
20 political campaigns.

21 **Champion-Cain's Efforts to Conceal the Ponzi Scheme**

22 28. Defendant and her co-conspirators agreed to and did make
23 repeated, concerted efforts to conceal her fraudulent scheme.

24 29. Defendant dissuaded investors from contacting Escrow Company
25 personnel about the Lending Program or the Purported Escrow Agreements,
26 and dissuaded Escrow Company personnel from answering questions from
27 investors. For example:

1 a. On or about March 20, 2015, Defendant sent an email to
2 Escrow Company personnel regarding an investor who
3 attempted to contact the Escrow Company about a recent
4 deposit. Defendant's email stated, in part, "I have always
5 promised you I would shelter you from my crazy investors
6 and I will continue to do so. If any one of them bug you
7 as they are too stupid to understand the program, they are
8 'fired' as an investor. I have plenty of dudes dying to
9 give me money, honey!!! Ahahahahahahaha. :-D Love you
10 ladies!"

11 b. On or about July 18, 2017, Defendant sent an email to
12 Escrow Company personnel regarding another investor
13 attempting to contact the Escrow Company about the Lending
14 Program. Defendant's email stated, in part, "I told them
15 NEVER to call and bother you ladies," and "if they call
16 asking about escrow agreements and alcohol licenses, blah,
17 blah, blah ... just say 'SURE WHATEVER NOW SHOW ME THE MONEY
18 ... HAHahaha.'"

19 c. On or about April 17, 2018, Defendant and an employee of
20 the Escrow Company exchanged emails about whether Defendant
21 should be present for a call with an investor in the Lending
22 Program. Defendant concluded that her presence was not
23 required: "no need love as I am sure you will just brush
24 them off quickly."

25 30. Defendant and her co-conspirators agreed to and did forge or
26 falsify a large number of documents related to the Lending Program.
27 For example:
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1 a. Defendant had signature stamps imprinted with the
2 signatures of Escrow Company personnel. Defendant and
3 certain employees of American National Investments used
4 the stamps to falsely sign documents related to the Lending
5 Program, including the Purported Escrow Agreements.

6 b. Defendant later requested that certain employees of the
7 Escrow Company sign copies of the Purported Escrow
8 Agreements that, as Defendant and the Escrow Company
9 employee knew, did not govern the treatment of investor
10 funds.

11 c. The Escrow Company prepared periodic third-party deposit
12 statements for investors to indicate they understood that
13 ANI Development could access the escrowed funds related to
14 the Lending Program without substantial limitations.
15 Defendant instructed one or more American National
16 Investments employees to forge investor signatures on these
17 third-party deposit statements and return the statements
18 to the Escrow Company. Defendant concealed the forms and
19 their content from investors.

20 31. Defendant lied, and instructed or requested that others lie,
21 to auditors working on behalf of investors. Among other things, these
22 auditors were attempting to confirm the investors' balances and activity
23 in the Lending Program.

24 32. Defendant established phony email accounts so that investors
25 would think they were corresponding with other parties involved, or
26 supposedly involved, in the Lending Program. For example, Defendant
27 established email accounts with slight variations on the usernames and
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1 domain names of actual email addresses used by specific Escrow Company
2 personnel. Defendant also established an email account with a username
3 and domain name that falsely suggested it belonged to Attorney A, and
4 she created and maintained a website that supposedly belonged to
5 Attorney A. Defendant used these email accounts to answer questions
6 posed by investors and confirm investor balances on deposit with the
7 Lending Program, and used these email accounts and website to otherwise
8 convince investors that the Lending Program was legitimate.

9 33. Defendant and her co-conspirators agreed to and did establish
10 bank accounts with account holder names that were similar to the name
11 of the Escrow Company. Defendant did so in order to create the
12 appearance that the Escrow Company administered investor funds that
13 were deposited in these bank accounts, but, in fact, the Escrow Company
14 had no connection with the accounts. When investor funds were deposited
15 into these accounts, Defendant instructed American National Investments
16 employees to fabricate a receipt from the Escrow Company, falsely using
17 the Escrow Company's name and logo.

18 **Champion Cain's Obstruction of Government Investigations**

19 34. Defendant learned that the United States Securities and
20 Exchange Commission (the "SEC") was conducting an investigation into
21 the Lending Program in May 2019, and learned that the FBI was conducting
22 a parallel investigation on August 29, 2019. Defendant and her co-
23 conspirators agreed to and did obstruct these investigations.

24 35. In July 2019, in response to a subpoena issued by the SEC,
25 Defendant instructed information systems personnel at American National
26 Investments to change the company's email document retention policy to
27 twenty-four hours for email accounts used by Defendant and two employees
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1 who worked on the Lending Program. Defendant knew that this would have
2 the effect of deleting a significant volume of emails that were
3 responsive to the SEC's subpoena, many of which Defendant knew to be
4 incriminating.

5 36. Also in July 2019, in response to the same SEC subpoena,
6 Defendant instructed information systems personnel at American National
7 Investments to refrain from producing to the SEC electronic calendar,
8 messaging, and trash files, even though such files should have been
9 produced in response to the subpoena. As Defendant knew, many of these
10 materials were incriminating.

11 37. On or about August 22, 2019, Defendant agreed to join the
12 SEC's motion for preliminary relief in *SEC v. Champion-Cain, et al.*,
13 19VC1628 (the "SEC Case"), which was filed on August 28, 2019. In that
14 case, the SEC alleged that Defendant had committed fraud in connection
15 with the Lending Program. The preliminary relief included an asset
16 freeze and the appointment of a receiver over American National
17 Investments and ANI Development.

18 38. Even after reaching this agreement with the SEC, and after
19 the Court entered the related order, Defendant continued to obstruct
20 the SEC's investigations.

21 39. On or about August 26, 2019, Defendant instructed accounting
22 personnel at American National Investments to alter aspects of the
23 company's accounting records related to Defendant's personal
24 expenditures. The result was that the document hid the fact that
25 investor funds paid for her personal expenses.

26 40. On or about August 27, 2019, Defendant unsuccessfully
27 attempted to solicit up to \$150 million of additional investments in
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1 the Lending Program. Defendant intended to use these funds to pay
2 existing Lending Program investors and support her other businesses,
3 because the bank accounts associated with the Lending Program were
4 running very low on cash. As Defendant knew, her receipt of these funds
5 would hide the size and scope of the Ponzi scheme.

6 41. On or about August 28, 2019, Defendant instructed accounting
7 personnel at American National Investments to delete certain electronic
8 accounting files that reflected activity in the escrow accounts related
9 to the Lending Program. On the same day, Defendant instructed certain
10 American National Investments employees to shred large volumes of hard
11 copy documents related to the Lending Program. Defendant knew that
12 these materials were incriminating.

13 42. On or about September 15, 2019, in order to destroy
14 potentially incriminating evidence, Defendant instructed an information
15 systems contractor to delete all content, by means of a factory reset,
16 from the personal computer Defendant kept at one of the residences owned
17 by American National Investments that Defendant used. On the same day,
18 Defendant also instructed the contractor to delete all of the contents,
19 including video files, that were stored on the electronic hard drive
20 connected to the security system at that residence.

21 43. Despite Defendant's efforts, investigators were able to
22 recover a significant volume of the evidence Defendant attempted to
23 destroy.

24 **Investors' Interests in the Lending Program were Securities**

25 44. The investors' interest in the Lending Program were
26 securities because, among other things:

- 27 a. Investor funds were pooled in escrow accounts.
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1 b. Investors' profits from their investments depended on the
2 success of the Lending Program.

3 c. Defendant's efforts were critical to the success of the
4 Lending Program, and most investors played no role in the
5 Lending Program's management or operation.

6 **Loss Attributable to Defendant's Criminal Conduct**

7 45. The loss attributable to Defendant's criminal conduct amounts
8 to between \$65 million and \$150 million, but the parties agree that the
9 amount could be greater. The parties will continue to gather facts and
10 analyze the appropriate measure of loss, and will make corresponding
11 recommendations to the Court at the time of sentencing. The parties
12 agree that the appropriate loss amount, as contemplated by USSG §
13 2B1.1(b)(1), is more than \$65 million.

14 **III**

15 **PENALTIES**

16 The crimes to which Defendant is pleading guilty carries the
17 following penalties:

- 18 A. Consecutive sentences of a maximum of (i) 5 years in prison
19 for securities fraud, (ii) 5 years in prison for obstruction
20 of justice, and (iii) 5 years in prison for conspiracy, for
21 a total maximum of 15 years in prison;
- 22 B. a maximum fine based on the greater of twice the gross loss
23 caused to persons by the offense, or \$250,000;
- 24 C. a mandatory special assessment of \$100 per count;
- 25 D. a term of supervised release of up to 3 years. Failure to
26 comply with any condition of supervised release may result in
27 revocation of supervised release, requiring Defendant to
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1 serve in prison, upon revocation, all or part of the statutory
2 maximum term of supervised release;

3 E. an order from the Court pursuant to 18 U.S.C. § 3663 that
4 Defendant make restitution to the victim(s) of the offense of
5 conviction, or the estate(s) of the victims(s). Defendant
6 understands that the Court may also order, if agreed to by
7 the parties in this plea agreement, restitution to persons
8 other than the victim(s) of the offense of conviction.

9 F. forfeiture of any property, real or personal, which
10 constitutes or is derived from proceeds traceable to
11 Defendant's crime, pursuant to 18 U.S.C. § 981(a)(1)(C).

12 **IV**

13 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**
UNDERSTANDING OF CONSEQUENCES

14 This guilty plea waives Defendant's right at trial to:

- 15 A. Continue to plead not guilty and require the Government to
16 prove the elements of the crime beyond a reasonable doubt;
17 B. A speedy and public trial by jury;
18 C. The assistance of counsel at all stages;
19 D. Confront and cross-examine adverse witnesses;
20 E. Testify and present evidence and to have witnesses testify on
21 behalf of Defendant; and,
22 F. Not testify or have any adverse inferences drawn from the
23 failure to testify.

24 **V**

25 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**
PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

26 Any information establishing the factual innocence of Defendant
27 known to the undersigned prosecutor in this case has been turned over
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