

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

UNITED STATES OF AMERICA)	
)	
)	No. 3:14-00101-4
v.)	
)	Judge Trauger
)	
ANDREW HOFFMAN)	

PLEA AGREEMENT

The United States of America, through David Rivera, United States Attorney for the Middle District of Tennessee, Assistant United States Attorney Byron M. Jones, Andrew Weissmann, Chief, Criminal Division, Fraud Section, United States Department of Justice, and Fraud Section Senior Litigation Counsel Jack B. Patrick (collectively herein, "the government"), and defendant ANDREW HOFFMAN, through defendant's counsel, Donald W. Washington, pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, have entered into an agreement, the terms and conditions of which are as follows:

Charges in This Case

1. Defendant acknowledges that he has been charged in the indictment in this case with one count (Count One) of conspiracy to commit bank fraud in violation of Title 18, United States Code, Section 1349, and two counts (Counts 5 and 6) of bank fraud in violation of Title 18, United States Code, Section 1344.
2. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charges to Which Defendant is Pleading Guilty

3. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to Count One of the indictment charging conspiracy to commit bank fraud and to Count Six of the indictment charging bank fraud. The government agrees to seek dismissal of the remaining count of the indictment as to this defendant after sentencing.

Penalties

4. The parties understand and agree that the offenses to which defendant will enter a plea of guilty carry the following maximum penalties:

a. The statutory penalty for a conviction under Title 18, United States Code, Section 1349 is imprisonment for up to 30 years, a fine of up to \$1,000,000 or of the greater of twice the gross gain or twice the gross loss, supervised release for up to five years, and a special assessment of \$100; and

b. The statutory penalty for a conviction under Title 18, United States Code, Section 1344 is imprisonment for up to 30 years, a fine of up to \$1,000,000 or of the greater of twice the gross gain or twice the gross loss, supervised release for up to five years, and a special assessment of \$100.

Defendant further understands that the Court may order restitution to the victims of the offenses. Defendant also understands that as a result of his offenses, he is subject to forfeiture of property as discussed below.

Acknowledgments and Waivers Regarding Plea of Guilty **Nature of Plea Agreement**

5. This Plea Agreement is entirely voluntary and represents the entire agreement between the government and defendant regarding defendant's criminal liability in case NO. 3:14-00101-4.

6. Defendant understands that by pleading guilty defendant surrenders certain trial rights, including the following:

a. If defendant persisted in a plea of not guilty to the charges against him, defendant would have the right to a public and speedy trial. Defendant has a right to a jury trial, and the trial would be by a judge rather than a jury only if defendant, the government, and the Court all agreed to have no jury.

b. If the trial were a jury trial, the jury would be composed of twelve laypersons selected at random. Defendant and defendant's attorney would have a say in who the jurors would be by removing prospective jurors for cause, or without cause by exercising so-called peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that defendant is presumed innocent; that the government bears the burden of proving defendant guilty of the charge(s) beyond a reasonable doubt; and that it must consider each count of the indictment against defendant separately.

~~c. If the trial were held by the judge without a jury, the judge would find the~~
facts and determine, after hearing all the evidence, whether or not the judge was persuaded of defendant's guilt beyond a reasonable doubt.

d. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and her attorney would be able to cross-examine them. In turn, defendant could present witnesses and other evidence on defendant's own behalf. If the witnesses for defendant would not appear voluntarily, defendant could require their attendance through the subpoena power of the Court.

e. At a trial, defendant would have a privilege against self-incrimination so that defendant could testify or decline to testify, and no inference of guilt could be drawn from defendant's refusal to testify.

7. Defendant understands that by pleading guilty defendant is waiving all of the trial rights set forth in the prior paragraph. Defendant's attorney has explained those rights to defendant, and the consequences of defendant's waiver of those rights.

Factual Basis

8. Defendant will plead guilty because defendant is in fact guilty of the charges contained in Counts One and Six of the indictment. This statement of facts is provided to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and to assess relevant conduct for purposes of the United States Sentencing Guidelines. The statement of facts does not contain each and every fact known to defendant and to the United States concerning defendant's and/or others' involvement in the offense conduct and other matters. In pleading guilty, defendant admits the following facts and that those facts establish defendant's guilt beyond a reasonable doubt:

a. From in or about 2000 to in or about 2005, defendant worked as a bellman at a hotel in Dallas, Texas, while supplementing his salary by selling entertainment event tickets. From in or about 2006 through in or about 2007, defendant's main source of income was from part-time ticket sales and from real estate investments.

b. In or about 2007, defendant's friend ("Friend X"), who was then living in Nashville, Tennessee, contacted defendant. Defendant traveled to Nashville, where Friend X showed defendant a home at 5232 Williamsburg Road in Brentwood, Tennessee ("the Williamsburg Home") that was for sale for approximately \$429,500. Friend X introduced

defendant to Amir Babak Banyan, a/k/a Bobby Banyan ("Banyan"), a loan originator at a brokerage based in Brentwood, Tennessee, for help in obtaining a loan for defendant to purchase the home.

c. Banyan told defendant that because defendant had a good credit score there would be no problem acquiring the Williamsburg Home. Although defendant had good credit and was receiving substantial revenue from other assets and income sources, Banyan indicated on the loan application for the Williamsburg Home that Hoffman made \$15,000 per month, which Banyan and defendant knew was false. This income amount was stated on the loan application in order to fraudulently obtain funds for defendant's purchase of the Williamsburg Home. Defendant and Banyan prepared and submitted to a lender, SunTrust Mortgage, Inc., which was a wholly owned subsidiary of SunTrust Bank, documents containing materially false and fraudulent representations intended to deceive the lender regarding defendant's employment, income, and intended use of the property. Defendant and Banyan submitted to SunTrust Mortgage, Inc. a letter, dated February 20, 2007, falsely representing that defendant was the vice president of a construction company ("Construction Company") located in Barrington Hills, Illinois and that defendant was being transferred to Construction Company's Southeastern Division in Nashville to commence on March 1, 2007. Defendant and Banyan also submitted to SunTrust Mortgage, Inc. loan applications which, as defendant and Banyan well knew, falsely represented, among other things, that: (i) defendant was a "Vice-President" at Construction Company; (ii) defendant had been employed at Construction Company for several years; (iii) defendant made \$15,000 per month at Construction Company; and (iv) defendant intended to occupy the Williamsburg Home as his primary residence. In fact and in truth, although defendant knew the president of Construction Company, defendant had never been employed or worked for Construction Company

and defendant's income was substantially inflated in the loan applications. Defendant did not intend to occupy the Williamsburg Home as his primary residence; rather, he intended to purchase the Williamsburg Home as a favor for Friend X and Friend X's wife to live in, because Friend X and Friend X's wife could not qualify for a loan based on their credit score. Friend X and Friend X's wife were to make payments on defendant's loan directly to SunTrust. Defendant agreed that he would sell the Williamsburg Home to Friend X and Friend X's wife in the future when they were able to obtain a loan.

d. On or about March 15, 2007, defendant caused loan documents, including the loan applications which defendant knew were falsified, to be submitted to lender SunTrust Mortgage, Inc. and its parent, SunTrust Bank, a financial institution which had deposits insured by the Federal Deposit Insurance Corporation (FDIC), for the closing of a first mortgage loan of approximately \$343,000 and a second mortgage loan of \$85,900 from the lender to finance defendant's purchase of the Williamsburg Home. When defendant failed to make payments on the loan, SunTrust Bank sold the property at a loss of approximately \$77,500.

e. In or about March 2007, while he was fraudulently obtaining the loans to purchase the Williamsburg Home, defendant, Banyan, and Friend X discussed the possibility of acquiring additional Nashville-area real estate. Banyan first directed defendant to a property located down the street from 704 Ridgecrest Lane in Lebanon, Tennessee ("the 704 Ridgecrest Home"). Defendant thought that Banyan may have had an ownership interest in the first property down the street that defendant viewed. Defendant told Banyan that he did not like the first property, and, subsequently, Banyan set up a meeting with Bryan Puckett ("Puckett"). Defendant saw the 704 Ridgecrest Home was for sale and learned that the 704 Ridgecrest Home was for sale at an amount greater than \$600,000. The 704 Ridgecrest Home was owned by a limited liability

company ("Seller LLC") in which Puckett, a builder, was a partner. At the time, Seller LLC owed approximately \$626,000 on a mortgage secured by the property. Banyan and Puckett explained to defendant that Puckett needed to get funds out of the sale to clear Puckett's loan obligation and that the remainder of the funds from any loan obtained for the purchase of the property would be paid to defendant. In order to fraudulently obtain funds for defendant's purchase of the 704 Ridgecrest Home, defendant and Banyan, assisted by April Gardner, a loan originator working with Banyan, prepared and submitted to Fifth Third Mortgage Company, a wholly owned subsidiary of Fifth Third Bank, loan applications which contained materially false and fraudulent representations intended to deceive the lender, including that: (i) defendant made \$38,322 per month at Star Construction; (ii) defendant had been employed at Star Construction for seven years; and (iii) defendant would occupy the 704 Ridgecrest Home as his primary residence. Defendant and Banyan also submitted to the lender a letter on Star Construction letterhead falsely confirming defendant's "transfer to Nashville."

f. On or about April 11, 2007, defendant caused loan documents, including the loan applications which defendant knew were falsified, to be submitted to lender Fifth Third Mortgage Company and its parent, Fifth Third Bank, a financial institution which had deposits insured by the Federal Deposit Insurance Corporation (FDIC), for the closing of a first mortgage loan of approximately \$680,000 and a second mortgage loan of approximately \$170,000 from the lender to finance defendant's purchase of the 704 Ridgecrest Home for approximately \$850,000. Defendant, Banyan, Gardner, and Puckett also concealed from Fifth Third Mortgage, Inc. and Fifth Third Bank that Puckett had promised to kick back funds to defendant. Approximately two days after the closing, the kickback payment was made via a check for approximately \$180,002.35 to Group 7, LLC affiliated Friend X's wife in order to further conceal

the kickback. When defendant failed to make payments on the loans, Fifth Third Bank sold the property at a loss of approximately \$308,117 on the first mortgage and \$169,768 on the second mortgage.

g. The government and defendant agree that the approximate amount of loss stated above for the Williamsburg Home and the 704 Ridgecrest Home is not greater than \$555,385, and that the calculation of loss for sentencing purposes shall not be greater than the amount of actual loss established at or before the time of sentencing.

Sentencing Guidelines Calculations

9. The parties understand that the Court will take account of the United States Sentencing Guidelines (hereinafter "U.S.S.G."), together with the other sentencing factors set forth at 18 U.S.C. § 3553(a), and will consider the U.S.S.G. advisory sentencing range in imposing defendant's sentence.

10. For purposes of determining the U.S.S.G. advisory sentencing range, the government and defendant recommend to the Court, pursuant to Rule 11(c)(1)(B), the following:

a. **Offense Level Calculations.**

- (i) That the base offense level for the counts of conviction is 7, pursuant to U.S.S.G. §2B1.1(a)(1).
- (ii) That the offense level will be increased by 14 levels, based upon the amount of the loss, pursuant to §2B1.1(b)(1)(H) of the proposed Federal Sentencing Guidelines expected to take effect on November 1, 2015, barring contrary action by Congress.
- (iii) The United States and the defendant agree to disagree concerning whether the offense level will be increased by 2 levels, pursuant to U.S.S.G.

§2B1.1(b)(10)(C) regarding sophisticated means as contemplated in the proposed Federal Sentencing Guidelines expected to take effect on November 1, 2015, barring contrary action by Congress.

- (iv) Assuming defendant clearly demonstrates acceptance of responsibility, to the satisfaction of the government, through defendant's allocution and subsequent conduct prior to the imposition of sentence, a two-level reduction will be warranted, pursuant to U.S.S.G. §3E1.1(a). Furthermore, assuming defendant accepts responsibility as described in the previous sentence, the government will move for an additional one-level reduction pursuant to U.S.S.G. §3E1.1(b), because defendant will have given timely notice of defendant's intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently.

- (v) The parties agree that no additional upward or downward adjustments are appropriate (although a downward departure may be appropriate, as further discussed herein).

b. **Offense Level.** Therefore, based on the facts now known to the government, the anticipated total offense level (the "Anticipated Offense Level") is 20. This Anticipated Offense Level may be 2 levels lower if the Court agrees with the defendant that the specific offense characteristic for sophisticated means, pursuant to U.S.S.G. § 2B1.1(b)(10)(C), should not apply. Defendant understands that the offense level as ultimately determined by the Court (the "court-determined offense level") may be different from the Anticipated Offense Level.

c. **Criminal History Category.** There is no agreement between the parties as to defendant's Criminal History Category.

d. Defendant is aware that the Anticipated Offense Level is a prediction, not a promise, and is not binding on the Probation Office or the Court. Defendant understands that the Probation Office will conduct its own investigation and make its own recommendations, that the Court ultimately determines the facts and law relevant to sentencing, that the Court's determinations govern the final guidelines calculations, and that the Court determines both the final offense level and the final guidelines range. Accordingly, the validity of this agreement is not contingent upon the Probation Officer's or the Court's concurrence with the above calculations. In the event that the Probation Office or the Court contemplates any U.S.S.G. adjustments, departures, or calculations different from those recommended above, the parties reserve the right to answer any inquiries and to make all appropriate arguments concerning the same. Defendant further acknowledges that if the Court does not accept the U.S.S.G. recommendations of the parties, defendant will have no right to withdraw his guilty plea.

Cooperation

11. Defendant agrees to cooperate fully and truthfully with the government and to provide all information known to defendant regarding any criminal activity. In that regard:

a. Defendant agrees to respond truthfully and completely to any and all questions that may be put to defendant, whether in interviews, before a grand jury, or at any trial(s) or other court proceedings.

b. Defendant agrees to be reasonably available for debriefings and pre-trial conferences as the government may require.

c. Defendant agrees to produce voluntarily any and all documents, records, writings, or materials of any kind in defendant's possession or under defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.

d. Defendant consents to continuances of defendant's sentencing hearing as requested by the government.

12. Nothing in this Plea Agreement requires the government to accept any cooperation or assistance that defendant may choose to proffer. The decision as to whether and how to use any information and/or cooperation that defendant provides (if at all) is in the exclusive discretion of the government.

13. Defendant must at all times give complete, truthful, and accurate information and testimony, and must not commit, or attempt to commit, any further crimes. Defendant understands that if defendant falsely implicates an innocent person in the commission of a crime, or exaggerates the involvement of any person in the commission of a crime in order to appear cooperative, or if defendant falsely minimizes the involvement of any person in the commission of a crime in order to protect that person, then defendant will be in violation of the Plea Agreement. Should the government determine that defendant has failed to cooperate fully, has intentionally given false, misleading, or incomplete information or testimony, has committed or attempted to commit any further crimes, or has otherwise violated any provision of this Plea Agreement, the government, may in its discretion and as appropriate in light of particular circumstances: (a) prosecute defendant for perjury, false declarations or statements, and obstruction of justice; (b) prosecute any other crime alleged in the indictment that would have otherwise been dismissed at sentencing; (c) charge defendant with other crimes; and (d) recommend a sentence up to the statutory maximum.

14. This Plea Agreement is not conditioned upon charges being brought against any other individual. This Plea Agreement is not conditioned upon any outcome in any pending investigation. This Plea Agreement is not conditioned upon any result in any future prosecution that may occur because of defendant's cooperation. This Plea Agreement is conditioned upon defendant providing full, complete, and truthful cooperation.

15. If the United States in its sole discretion determines that defendant has cooperated fully, provided substantial assistance to law enforcement authorities, and otherwise complied with the terms of this Plea Agreement, prior to sentencing the government shall file a motion pursuant to U.S.S.G §5K1.1 with the Court setting forth the nature and extent of defendant's cooperation. Defendant understands that at the time this Plea Agreement is entered, no one has promised that a substantial assistance motion will be made on defendant's behalf.

16. The government cannot, and does not, make any promise or representation as to what sentence defendant will receive. The government will inform the Probation Office and the Court of (a) this Plea Agreement; (b) the nature and extent of defendant's activities with respect to this case and all other activities of defendant that the government deems relevant to sentencing; and (c) the nature and extent of defendant's cooperation.

Agreements Relating to Sentencing

17. If the government determines, in its sole discretion, that defendant has provided substantial assistance to the government in the investigation and prosecution of another person who has committed an offense, then the government shall move the Court to depart downward from the court-determined guidelines range pursuant to U.S.S.G. §5K1.1. In that case, the government, in its sole discretion, also may recommend that the Court impose a particular sentence

or depart downward to a particular extent. Defendant understands that the decision whether, and to what extent, to depart below the court-determined guidelines range rests solely with the Court.

18. Defendant understands that if the government does not move the Court to depart downward from the court-determined guidelines range pursuant to U.S.S.G. §5K1.1, the Court shall impose a sentence taking into consideration the court-determined guidelines range together with other sentencing factors. Defendant may not withdraw defendant's plea of guilty because the government has determined not to make a motion pursuant to U.S.S.G. §5K1.1.

19. It is understood by the parties that the Court is neither a party to nor bound by this Plea Agreement and, after consideration of the U.S.S.G., may impose the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw defendant's guilty plea. Similarly, defendant understands that any recommendation by the Court related to location of imprisonment is not binding on the Bureau of Prisons.

20. Regarding restitution, the parties acknowledge that the amount of restitution owed to victims is approximately \$555,385 and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make restitution in this amount, minus any credit for funds repaid prior to sentencing. Unless the Court orders otherwise, restitution shall be due immediately.

21. Defendant agrees to pay the special assessment of \$100 for each count of conviction at or before the time of sentencing with a check or money order payable to the Clerk of the U.S. District Court.

Forfeiture

22. Defendant agrees to forfeit all interests in any asset that constitutes the proceeds of his offense that defendant owns, has previously owned or over which defendant currently exercises, or has in the past, exercised control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or a substitute for such property. Defendant understands that the forfeiture of assets is part of the sentence that must be imposed in this case. Defendant further agrees to waive all interest in any such assets in any administrative or judicial forfeiture, whether criminal or civil, state or federal. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

23. Defendant agrees to identify all assets over which defendant exercises or exercised control, directly or indirectly, within the past six years, or in which defendant has or had during that time any financial interest in the manner requested by the government. Defendant agrees to take all steps as requested by the government to obtain from any other parties by any lawful means any records of assets owned at any time by defendant. Defendant agrees to undergo any polygraph examination the government may choose to administer concerning such assets and to provide and/or consent to the release of defendant's tax returns for the previous six years.

24. Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. Defendant also waives any failure by the Court to advise

defendant of any applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(J).

25. Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. Defendant understands and agrees that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct and substitute assets for property otherwise subject to forfeiture. Defendant acknowledges that failing to cooperate in full in either the forfeiture or the disclosure of assets constitutes a breach of this Plea Agreement.

Presentence Investigation Report/Post-Sentence Supervision

26. Defendant understands that the government, in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing, shall fully apprise the District Court and the United States Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against defendant, as well as any related matters. The government will make known all matters in aggravation and mitigation relevant to the issue of sentencing, including the nature and extent of defendant's cooperation.

27. Defendant agrees to execute truthfully and completely a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the United States Probation Office, and the government regarding all details of defendant's financial circumstances, including defendant's recent income tax returns as specified by the Probation Officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be a basis for denial of a reduction for acceptance of responsibility pursuant to U.S.S.G. §3E1.1 and enhancement of defendant's sentence for obstruction of justice

under U.S.S.G. §3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

28. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Plea Agreement, nothing herein shall constitute a limitation, waiver, or release by the government or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Plea Agreement are limited to the United States Attorney's Office for the Middle District of Tennessee and the Criminal Division, Fraud Section, United States Department of Justice and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Plea Agreement.

29. Defendant understands that nothing in this Plea Agreement shall limit the Internal Revenue Service (IRS) in its collection of any taxes, interest, or penalties from defendant, defendant's spouse, or defendant's partnership or corporations.

Waiver of Appellate Rights

30. Regarding the issue of guilt, defendant hereby waives all (i) rights to appeal any issue bearing on the determination of whether defendant is guilty of the crimes to which defendant is agreeing to plead guilty; and (ii) trial rights that might have been available if defendant exercised defendant's right to go to trial. Regarding sentencing, defendant is aware that 18 U.S.C. § 3742 generally affords a defendant the right to appeal the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal any sentence within or below the guideline range associated with the Anticipated Offense Level when combined with defendant's criminal history category as determined by the Court. Defendant also knowingly waives the right to challenge the sentence imposed in any collateral attack, including, but not limited to, a motion brought pursuant

to 28 U.S.C. § 2255 and/or § 2241, and/or 18 U.S.C. § 3582(c). However, no waiver of the right to appeal, or to challenge the adjudication of guilt or the sentence imposed in any collateral attack, shall apply to a claim of involuntariness, prosecutorial misconduct, or ineffective assistance of counsel. Likewise, the government waives the right to appeal any sentence: (i) within or above the guideline range associated with the Anticipated Offense Level when combined with defendant's criminal history category; or (ii) below such guideline range if the government has moved for a downward departure pursuant to U.S.S.G. §5K1.1.

Other Terms

31. Should defendant engage in additional criminal activity after defendant has pled guilty but prior to sentencing, defendant shall be considered to have breached this Plea Agreement, and the government at its option may void this Plea Agreement.

Conclusion

32. Defendant understands that this Plea Agreement has been or will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

~~33. Defendant understands that defendant's compliance with each part of this Plea~~
Agreement extends until such time as defendant is sentenced, and failure to abide by any term of the Plea Agreement is a violation of the Plea Agreement. Defendant further understands that in the event defendant violates this Plea Agreement, the government, at its option, may move to vacate the Plea Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Plea Agreement, or may require defendant's specific performance of this Plea Agreement. A prosecution following the vacating of the Plea Agreement may be based upon any information provided by Defendant, including the Factual Basis admitted to by Defendant in paragraph 8 of this Plea Agreement, and this information may be used as

evidence against him and Defendant expressly waives the provisions of Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence.


34. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Plea Agreement, or defendant breaches any of its terms and the government elects to void the Plea Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Plea Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Plea Agreement and the commencement of such prosecutions.

35. Defendant and defendant's attorney acknowledge that no threats have been made to cause defendant to plead guilty.

36. No promises, agreements, or conditions have been entered into other than those set forth in this Plea Agreement, and none will be entered into unless memorialized in writing and signed by all of the parties listed below.

37. Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending indictment. Further, I fully understand all rights with respect to the provisions of the Sentencing Guidelines that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this Plea Agreement, and I voluntarily agree to it.

Date: 9/22/15




Andrew Hoffman
Defendant

38. Defense Counsel Signature: I am counsel for defendant in this case. I have fully explained defendant's rights to defendant with respect to the pending indictment. Further, I have

reviewed the provisions of the Sentencing Guidelines and Policy Statements, and I have fully explained to defendant the provisions of those guidelines that may apply in this case. I have reviewed carefully every part of this Plea Agreement with defendant. To my knowledge, defendant's decision to enter into this Plea Agreement is an informed and voluntary one.

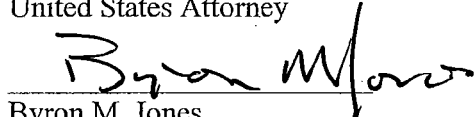
Date: 9/22/2015



Donald W. Washington
Attorney for Andrew Hoffman

Respectfully submitted,

David Rivera
United States Attorney

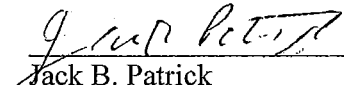
By:


Byron M. Jones
Assistant U.S. Attorney

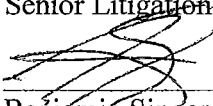

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Andrew Weissmann
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Approved By:


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