

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

UNITED STATES OF AMERICA)
)
)
V.) CASE NO:
)
)
ISABELL KESARI GERVAIS,) 2:17-cr-00084-MHH-SGC
Also Known as Deborah Lynne Goodman,)
Debra Lynn Goodman, Debrah Lynne)
Smith, Debra Lynn Smith, Rose Marie)
Starr, Debrah Goodman-Starr, Debra Lynn)
Holland, and Isabell Kesari Scott,)
Defendant.)

PLEA AGREEMENT

The Government and Defendant hereby acknowledge the following plea agreement in this case:

PLEA

The defendant agrees to (i) plead guilty to **COUNTS ONE, SEVEN, and EIGHT** of the Indictment filed in the above-numbered-and-captioned matter; (ii) pay restitution as recommended by the Government; and (iii) consent to forfeit **\$108,146.14** and consent to the immediate entry of a forfeiture order. In exchange, the United States Attorney, acting on behalf of the Government and through the undersigned Assistant United States Attorney, agrees to dismiss **COUNTS TWO**

through **SIX**, and **NINE** at the time of sentencing; not to charge Defendant with additional counts of Wire Fraud under 18 U.S.C. § 1343, and Aggravated Identity Theft under 18 U.S.C. § 1028A with respect to the conduct described below; and agrees to recommend the disposition specified below, subject to the conditions in paragraphs **VII** and **VIII**.

TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

The defendant understands that the maximum statutory punishment that may be imposed for the crime of Wire Fraud Affecting a Financial Institution in violation of Title 18, United States Code, Section 1341, as charged in COUNT ONE, is:

- A. Imprisonment for not more than 30 years;
- B. A fine of not more than \$1,000,000; or,
- C. Both A and B
- D. Supervised release of not more than five years; and
- E. A Special Assessment Fee of \$100 per count.

The defendant further understands that the maximum statutory punishment that may be imposed for the crime of Aggravated Identity Theft in violation of Title 18, United States Code, Section 1028A, as charged in COUNT SEVEN, is:

- A. Imprisonment of 2 years
- B. A fine of not more than \$250,000; or,

- C. Both (a and b);
- D. Supervised release of not more than 1 year; and
- E. Special Assessment Fee of \$100 per count.

The defendant acknowledges that the sentence for COUNT SEVEN will be governed by 18 U.S.C. § 1028A(b) which requires that (i) a term of imprisonment rather than probation be served, and (ii) that any term of imprisonment run consecutively rather than concurrently with any term of imprisonment imposed for COUNT ONE.

The defendant further understands that the maximum statutory punishment that may be imposed for the crime of False Statements in violation of Title 18, United States Code, Section 1001, as charged in COUNT EIGHT, is:

- A. Imprisonment for not more than 5 years;
- B. A fine of not more than \$250,000; or,
- C. Both (a and b);
- D. Supervised release of not more than 3 years; and
- E. Special Assessment Fee of \$100 per count.


ISABELL KESARI GERVAIS

II. FACTUAL BASIS FOR PLEA

The Government is prepared to prove, at a minimum, the following facts beyond a reasonable doubt at the trial of this case:

A. The Wire Fraud Scheme Involving the Euro Med Klinik

In 2015, the defendant took steps to create a business known as the Euro Med Klinik including reserving the name with the Alabama Secretary of State. The defendant operated the Euro Med Klinik, located at 4524 Southlake Pkwy, Suite 4, Hoover, AL 35244 from in or about March 2015 to in or about November 2015 using the name "Dr. Rose Starr." The defendant leased space, as "Dr. Rose Starr" from the owner of a well-known herb business to begin operating the Euro Med Klinik.

The defendant held herself out to be a doctor licensed to practice anywhere in the world. The defendant claimed to have a valid. Bachelor of Medicine, Bachelor of Surgery (M.B.B.S.), the equivalent of a Doctor of Medicine (M.D.) and to be a Doctor of Holistic Medicine (H.M.D.), a Doctor of Oriental Medicine (O.M.D.), and a Doctor of Naturopathic Medicine (N.M.D.). The defendant claimed to have been effectively treating individuals with various diseases, including cancer, for approximately twenty years. The defendant advertised the Euro Med Klinik's services and her experience as "Dr. Rose Starr" using business cards, the internet, radio, and other means.

Once patients came to the Euro Med Clinic, the defendant asked them to fill out various paperwork with their personal identifiers, medical information, and financial information, including in some instances credit card information. The defendant ran various “tests” on the patients, including a supposed “DNA test.” Some of these tests required blood, saliva, hair, and urine samples. The defendant “prescribed” various regimens and pills to the patients.

The defendant had patients pay for their visits with her, “tests,” and “prescriptions” via cash, credit card, and check. The defendant maintained accounts at Wells Fargo Bank in the names of Debrah Goodman and AMHC, LLC through which she moved customer payments. The defendant also had patients write down their credit card information and authorize certain charges. In some instances, the defendant used credit card information provided by patients to charge them without their authorization for visits or services that they did not receive.

The defendant specifically executed the below payments:

CT.	DATE	WIRE	AMT.
1	09-16-15	Charge to Capital One CC Account x9267 of D.B. and P.B.	\$1,800.00
2	11-16-15	Charge to Capital One CC Account x9267 of D.B. and P.B.	\$2,508.00
3	08-08-15	Charge to Amex CC Account x2007 of R.U.	\$975.00
4	10-19-15	Charge to Amex CC Account x2007 of R.U.	\$266.32
5	10-07-15	Charge to Visa CC Account x9300 of L.B.	\$2,509.45
6	11-02-15	Transfer from Regions Checking Account x2650 of J.H. (via Check 4467) to Wells Fargo Account x3325 of “Debrah L. Goodman”	\$975.00

Each of these payments was executed using an interstate wire and processed through a federally insured financial institution.

The defendant made numerous misrepresentations to induce her patients, including D.B., R.U., L.B. and J.H. to pay her. But for these misrepresentations, these patients would not have paid her. Specifically, the defendant made the following misrepresentations (1) her name was Rose Starr rather than Isabell Kesari Gervais; (2) she was a doctor licensed to practice medicine anywhere in the world; (3) she had various degrees and credentials; (4) she had years of experience treating patients throughout the world including in the United Kingdom for cancer and other diseases; and (5) she could perform DNA test on her patients.

There is no license to practice medicine worldwide. The defendant is not, nor has she ever been, licensed to practice traditional medicine in any state including Alabama. The defendant is not licensed to practice naturopathic medicine in Alabama. Alabama does not license naturopathic physicians at all. The only license to practice naturopathic medicine the defendant has ever had is a license from 2004-2006 in Idaho. This license was obtained via fraud. The defendant's ^{occupational} ~~business~~ license from DeKalb County, Alabama does not authorize her to practice as a naturopath in Alabama.

The defendant consistently held herself out to be a Doctor of Naturopathic Medicine or N.M.D. The defendant did not attend an accredited naturopathic

program and did not sit for any formal exam in naturopathy. The defendant claimed to have received her N.M.D. from the Native American Institute of Medicine (NAIM). NAIM is not an accredited or incorporated institution. NAIM is not a formal school of any kind. NAIM is the name used to refer to Kenneth Ray Cannon, or Chief Two Trees', informal treatment of patients with natural remedies in North Carolina. The defendant did not receive a valid N.M.D. from the NAIM.

The defendant consistently held herself out to be a Doctor of Holistic Medicine (H.M.D.) and a Doctor of Oriental Medicine (O.M.D.). There is no evidence the defendant ever attended an accredited program in these areas or sat for a formal exam. The defendant consistently held herself out as having a valid Bachelor of Medicine, Bachelor of Surgery (M.B.B.S.) which is the British equivalent of the Medical Doctorate (M.D.) from the University of Science and Technology (USAT). The M.B.B.S. requires four to six years of classroom education and clinical training and certain examinations. The defendant did not take four to six years of classroom and clinical training and did not sit for the appropriate exams to earn an M.B.B.S. at USAT.

The defendant forged various diplomas, resumes, and letters of recommendation. Law enforcement has located multiple forged diplomas with the defendant's various aliases. The defendant has claimed to have attended the

University of Virginia and Tulane University. There is no record of her attending either institution.

The defendant claimed to have years of experience treating patients throughout the world in the United Kingdom and Kenya. The defendant has spent the vast majority of her life in the United States, specifically in Alabama, Georgia, Arkansas, and Kansas. In the last ten years, the defendant has made brief trips overseas to the United Kingdom. The defendant observed at a naturopathic clinic in London but never treated patients there.

The defendant does not have the machinery necessary to perform DNA tests and did not perform such tests on her patients. She did not sent samples from her patients for testing in Germany.

B. The Aggravated Identity Theft

While being treated by the defendant, D.B. gave the defendant her and her husband's Capital One Credit Card number x9267 and authorized the defendant to use it to pay for a certain amount in services. On September 16th and November 16th ^{2015 J.E.W.B.} ~~2016~~, the defendant charged D.B.'s credit card without her consent. The defendant did not have D.B.'s card physically present and punched in the numbers. The defendant did not treat D.B. on these dates. D.B.'s credit card number is an access device and a means of identification. The defendant knew that D.B. was a

real person and that she was not authorized to charge the card. The defendant charged D.B.'s card during and in relation to wire fraud.

C. The False Statement

The defendant utilized aliases to avoid detection. In 2015, the defendant was being investigated for theft and other charges in Arkansas. On November 18, 2015, when filling out the paperwork to get a UPS box, the defendant listed her name as M.E.G., on the United States Postal Service Form 1583 Application for Delivery of Mail through Agent. She provided this form along with M.E.G.'s driver's license to the UPS Store located at 9340 Helena Road, Suite F, Birmingham, AL 35244. The name of the box applicant is a material matter to the United States Post Office. The defendant knew that her name was not M.E.G. The defendant also gave M.E.G.'s license to a law enforcement officer in Alabama in November 2015 when she was pulled over. When confronted by the officer, she admitted that she gave him the license because she knew there was a warrant out for her arrest.

D. Stipulations

While operating the Euro Med Clinic in Hoover, Alabama, the defendant received somewhere between \$95,000 and \$150,000 from her patients. As such, the parties agree that the loss for purposes of U.S.S.G. § 2B1.1 is between \$95,000 and \$150,000. The defendant saw more than ten patients at the Euro Med Clinic. As such, the parties agree there were more than 10 victims. The defendant relocated

her fraudulent medical clinic to Hoover, Alabama from Arkansas to avoid detection by law enforcement. The defendant's victims were individuals facing severe medical difficulties, including cancer, who were in some cases desperate for effective treatment. The defendant marketed herself to these individuals and knew or should have known that a victim of the offense was a vulnerable victim.

E. Other Admissions

The Euro Med Clinic is not the first such medical business operated by the defendant. Over the last fifteen years, the defendant has operated multiple medical clinics in the states of Georgia, Alabama, Arkansas, and Kansas under her current name and various aliases. Specifically, the defendant was the owner of the following businesses:

- Marietta Natural Health, LLC, located in Marietta, Georgia from approximately in or about December 2002 to in or about July 2005;
- The Chiron Clinic Atlanta, LLC located in Marietta, Georgia from in or about April 2004 to in or about May 2008;
- Sagewood Medical Clinic & Research, LLC and Sagewood Health Solutions located in Montgomery, Alabama from in or around March 2006 until an unknown date;
- DRI Enterprises, LLC, located in Atlanta, Georgia from in or about July 2009 to in or about March 2011;

- Sagewood Medical Clinic & Research Company LTC in Springdale, Arkansas from in or about July 2011 until an unknown date;
- Sagewood Solutions, LLC in Fayetteville, Arkansas from in or about October 2012 until an unknown date;
- Ascension Medical Health Clinic International, Inc., located at times in Springdale, Arkansas and at times in Fayetteville, Arkansas from in or about August 2013 to an unknown date;
- AMHC, LLC located in Leawood, Kansas from in or about May 2014 to in or about July 2015.

While operating these businesses the defendant falsely held herself out as a licensed doctor, with extensive experience and various degrees, who uses naturopathic medicine to cure^{*} people of various illnesses, including cancer. As a result of her activity, the defendant has been investigated by the Alabama and Arkansas Medical Boards; has been prosecuted by state authorities in Arkansas; and has faced civil monetary claims and actions. To avoid legal action and detection, the defendant has abandoned rental locations, moved locations, changed business names, and adopted various aliases.

The defendant has utilized multiple names other than her legal name and the alias "Rose Starr" used in the Northern District of Alabama. The defendant was born in Michigan and subsequently adopted. Upon adoption the defendant was originally

* The defendant does not specifically recollect using this word but cannot state for certain that it never occurred. She recalls saying she "treated" these conditions.

named "Debra Lynn Smith." After marrying Lon Goodman, the defendant became "Debra Lynn Goodman." At some point, she used her sister-in-law's very similar name, "Deborah Lynn Goodman." She opened multiple credit cards in this name without her sister-in-law's consent. The defendant also used the spelling "Debrah Lynn Goodman." On April 11, 2005, the defendant, then known by her married name "Debra Lynn Goodman," successfully petitioned the Superior Court of Cobb County, GA, to have her name legally changed to Isabell Kesari Gervais. This change occurred in or around the time that the defendant was operating the Chiron Clinic and in or around the time that her landlord on the Chiron Clinic space initiated proceedings against her for outstanding lease payments.

Around 2013, the defendant tried to petition the Circuit Court of Washington County, Arkansas, to change her name from Isabell Kesari Gervais to "Debrah Lynne Goodman," the third or fourth spelling of this name she had sought to use. On May 15, 2013, Circuit Court Judge Christi R. Beaumont denied the petition. However, the defendant created a forged court order from Washington County purporting to change her name to "Debrah Lynne Goodman." She forged Judge William Storey's signature to get the order. The defendant then submitted this forged order along with a counterfeit Michigan birth certificate in the name of "Debrah Lynne Smith" to the State of Arkansas to obtain an Arkansas driver's license in the name of "Debrah Lynne Goodman." The defendant ultimately used

this drivers' license to obtain a passport. This attempted name change came in or around the time^{*} that the defendant was facing criminal charges in Springdale Arkansas District Court for theft. As a result of this conduct, the defendant was convicted of using fictitious information to obtain a U.S. Passport in the Western District of Arkansas on June 30, 2016, in violation of 18 U.S.C. § 1542 (Passport Fraud). The defendant also used the fraudulently obtained driver's license to conduct personal business such as setting up bank accounts.

In addition to formal name changes, and attempted name changes, the defendant also informally used different spellings of her name as well as combinations of her married and maiden names as stated in the caption of this case. For example, the defendant used the surname Scott for a period while she was married to an individual with that name. At the time the defendant was arrested on the instant offense, she had a handwritten "to do" list in her pocket. Among the listed items was to create a new identity.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.

Isabell K. Gervais
ISABELL KESARI GERVAIS

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Defendant's Initials IG

* Ms. Gervais notes that these Arkansas charges occurred in or about 2014.

III. RECOMMENDED SENTENCE

Subject to the limitations in paragraph VII regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed. R. Crim. P., the Government will recommend the following:

- A. That the defendant receive a two (2) level reduction in the defendant's adjusted offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. The Government agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one (1) level decrease in recognition of the defendant's prompt notification to the Government of the intention to enter a plea of guilty. The Government may oppose *any* adjustment for acceptance of responsibility if the defendant: (1) fails to admit each and every item in the factual stipulation; (2) denies involvement in the offense; (3) gives conflicting statements about her involvement in the offense; (4) is untruthful with the Court, the Government, or the United States Probation Officer; (5) obstructs or attempts to obstruct justice prior to sentencing; (6) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (7) attempts to withdraw his plea of guilty for any reason other than those expressly enumerated in the

“Waiver of Right to Appeal and Post-Conviction Relief” section of this plea agreement;

- B. That the defendant be awarded a sentence within the advisory United States Sentencing Guidelines range as that range is determined by the Court on the date that the sentence is pronounced;
- C. That following any term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G. § 5D1.3 and the following special conditions:
 - a. That defendant be restricted from obtaining any employment where she has access to the personal identifying information of individuals; and
 - b. That the defendant be restricted from obtaining any employment where she is engaged in the medical treatment of patients.
- D. That the defendant be required to pay a fine in accordance with the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release;
- E. That the defendant be required to pay restitution as recommended by the Government at the time of sentencing;

- F. That the defendant pay a special assessment fee of \$300, said amount due and owing as of the date sentence is pronounced.

IV. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, ISABELL KESARI GERVAIS, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.

The defendant reserves the right to contest in an appeal or post-conviction proceeding any of the following:

- A. Any sentence imposed in excess of the applicable statutory maximum sentence(s);**
- B. Any sentence imposed in excess of the guideline sentencing range determined by the Court at the time sentence is imposed; and**
- C. Claims of ineffective assistance of counsel.**

The defendant acknowledges that, before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the Government retains its right to appeal where authorized by statute.

I, ISABELL KESARI GERVAIS, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.


ISABELL KESARI GERVAIS

V. UNITED STATES SENTENCING GUIDELINES

Defendant's counsel has explained to the defendant that, in light of the United States Supreme Court's decision in *United States v. Booker*, the federal sentencing guidelines are advisory in nature. Sentencing is in the Court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and the defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

VI. AGREEMENT NOT BINDING ON THE COURT

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence

recommended by the Government is NOT BINDING UPON THE COURT, and that the Court is not required to accept the Government's recommendation. Further, the defendant understands that if the Court does not accept the Government's recommendation, the defendant does not have the right to withdraw the guilty plea.

VII. VOIDING AN AGREEMENT

The defendant understands that, should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of *North Carolina v. Alford*, 400 U.S. 25 (1970), or tender a plea of nolo contendere to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, that are contained herein.

VIII. SUBSEQUENT CONDUCT

The defendant understands that, should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to make the recommendations set forth in paragraph III of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in his sole discretion.

IX. OTHER DISTRICTS AND JURISDICTIONS

The defendant understands and agrees that this agreement DOES NOT BIND any other United States Attorney in any other district or any other state or local authority.

X. COLLECTION OF FINANCIAL OBLIGATION

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. The defendant also will submit promptly a completed financial statement to the United States Attorney's Office in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

XI. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual

basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

XII. TAX FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Unless otherwise specified herein, the Defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to Defendant's tax liabilities, if any, or to any pending or prospective forfeiture or other civil or administrative proceedings. Defendant recognizes that pleading guilty may have consequences with respect to her immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of her

conviction on her immigration status. Defendant nevertheless affirms that she wants to plead guilty regardless of any immigration consequences that her plea may entail, even if the consequence is her automatic removal from the United States.

XIII. FORFEITURE

Defendant **ISABELL KESARI GERVAIS** agrees to consent to the entry of a final forfeiture judgment against her, pursuant to Fed. R. Crim. P. 32.2(b)(1), in an amount of **\$108,146.14**, which represents proceeds of the wire fraud offense alleged in **COUNT ONE** of the Indictment and to which she is indicating her desire to plead guilty by way of this written Plea Agreement.

For purposes of entering said order of forfeiture, the defendant acknowledges that a nexus exists between said amount and the criminal offenses to which the defendant is pleading guilty. The defendant further acknowledges that the government is authorized under law to seek the forfeiture of any and all assets of the defendant as substitute assets for the purpose of satisfying the forfeiture judgment until the same is satisfied in full.

The defendant agrees to waive any Double Jeopardy challenges that she may have to the entry of a Forfeiture Order before sentencing. The defendant agrees to waive any claims, defenses or challenges arising under the Excessive Fines Clause of the Eighth Amendment resulting from the forfeiture imposed as a result of this Information and/or any pending or completed administrative or civil forfeiture

actions based upon the course of conduct that provides the factual basis for the forfeiture.

The defendant hereby waives the requirements of Fed. R. Crim. P. 43(a) with respect to the imposition of any forfeiture sanction carried out in accordance with this Plea Agreement, and further agrees to not contest or challenge in any manner (including direct appeal, habeas corpus, or any other means) such forfeitures on any grounds, including that the forfeiture constitutes double jeopardy, or an excessive fine or punishment.

XIV. DEFENDANT'S UNDERSTANDING

I have read and understand the provisions of this agreement consisting of **24 pages**. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

**NO OTHER PROMISES OR REPRESENTATIONS
HAVE BEEN MADE TO ME BY THE
PROSECUTOR, OR BY ANYONE ELSE, NOR**

**HAVE ANY THREATS BEEN MADE OR FORCE
USED TO INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

I understand that this Plea Agreement will take effect and will be binding as to the Parties only after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

7-24-17
DATE

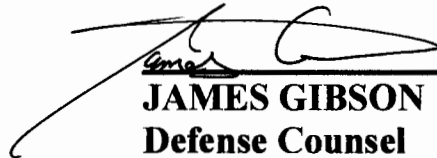

ISABELL KESARI GERVAIS
Defendant

XV. COUNSEL'S ACKNOWLEDGMENT

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and

are in accord with my best judgment. I concur in the entry of the plea on the terms and conditions set forth herein.

7/24/17
DATE

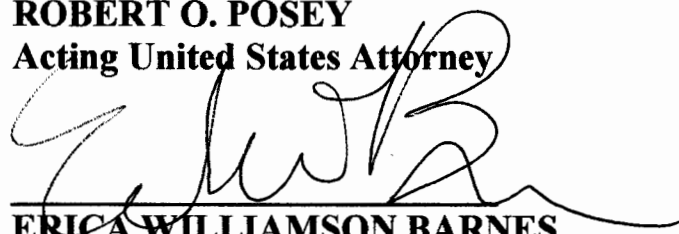


JAMES GIBSON
Defense Counsel

XVI. GOVERNMENT'S ACKNOWLEDGMENT

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

7/24/17
DATE

ROBERT O. POSEY
Acting United States Attorney


ERICA WILLIAMSON BARNES
Assistant United States Attorney