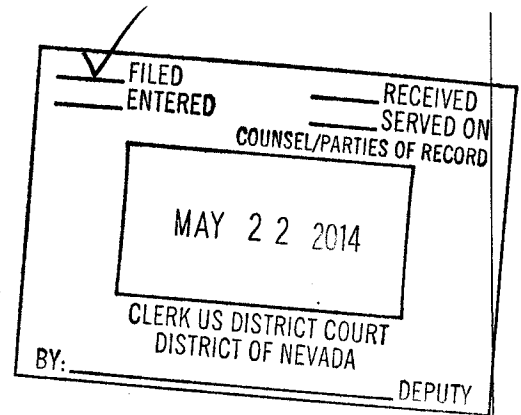


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 5 U.S. Department of Justice  
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 (202) 616-1682



8 UNITED STATES DISTRICT COURT  
 9 DISTRICT OF NEVADA

10 -oOo-

11 UNITED STATES OF AMERICA, )  
 12 )  
 Plaintiff, )  
 13 )  
 v. )  
 14 )  
 RUDOLPHO a/k/a "RUDY" ALVAREZ, )  
 15 )  
 Defendant. )  
 16 )

CASE NO. 2:13-cr-00018-JCM-GWF  
PLEA MEMORANDUM

17  
 18 The United States of America, by and through Jeffrey H. Knox, Chief, U.S. Department  
 19 of Justice, Criminal Division, Fraud Section, and Charles La Bella and Kathleen McGovern,  
 20 Deputy Chiefs, and Thomas B.W. Hall, Trial Attorney, U.S. Department of Justice, Criminal  
 21 Division, Fraud Section, the defendant, RUDOLPHO a/k/a "RUDY" ALVAREZ, and the  
 defendant's attorney, Chad Bowers, submit this plea memorandum.

22 The United States and the defendant have reached the following plea agreement, which is  
 23 not binding on the court:  
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**I. GROUP PLEA/PACKAGE PLEA AGREEMENT**

This agreement is contingent on at least one (1) of the two (2) co-defendants, **JOSE LUIS ALVAREZ and MARIA LIMON** successfully entering their guilty pleas together with Defendant **RUDOLPHO ALVAREZ**, and that all pleas are accepted by the Court.

**A. The Plea**

1. Defendant will plead guilty to Count One of the indictment, charging Defendant with conspiracy to commit wire and mail fraud, in violation of Title 18, United States Code, Section 1349. Defendant also agrees to pay restitution and to the forfeiture of the property set forth in this Plea Memorandum.

**B. Additional Charges**

2. The United States Department of Justice, Criminal Division, Fraud Section agrees to bring no additional criminal charges in the District of Nevada against the defendant relating to or arising from the offense charged in the indictment, except for any crime of violence and any crime unknown to the Fraud Section before the time the parties sign this Plea Memorandum.

**C. Sentencing Guideline Calculations**

3. Defendant understands that the Court is required to consider the United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) among other factors in determining the defendant’s sentence. Defendant understands that the Sentencing Guidelines are advisory, and that after considering the Sentencing Guidelines, the Court may be free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crime of conviction.

4. The parties agree that the following calculations of the United States Sentencing Guidelines (2010) apply for the group:

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

1 The parties agree that the loss calculation will be calculated on an individual basis, with  
2 Defendant ALVAREZ's loss calculated as follows:

|   |   |    |
|---|---|----|
| 3 | Loss Amount of \$70,000 to \$120,000<br>(U.S.S.G. §2B1.1(b)(1)(E)): | 8  |
| 4 | TOTAL   | 17 |

5 5. Acceptance of Responsibility: Pursuant to U.S.S.G. §3E1.1(a), the United States  
6 will recommend that the defendant receive a 2-level adjustment for acceptance of responsibility  
7 unless defendant (a) fails to make a complete factual basis for the guilty plea at the time it is  
8 entered; (b) is untruthful with the Court or probation officers in any respect, including without  
9 limitation, financial information; (c) denies involvement in the offense or provides conflicting  
10 statements regarding defendant's involvement; (d) attempts to withdraw the guilty plea; (e)  
11 engages in criminal conduct; (f) fails to appear in court; or (g) violates the conditions of  
12 defendant's pretrial release conditions.

13 7. Pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole discretion, make  
14 a motion for an additional one-level downward adjustment for acceptance of responsibility prior to  
15 sentencing if the defendant timely notifies the United States of the defendant's intention to plead  
16 guilty, thereby permitting the United States to avoid preparing for trial and allowing for the  
17 efficient allocation of resources.

18 8. The United States will make a recommendation that the defendant receive a 2-level  
19 downward adjustment from the defendant's base offense level for Defendant RUDY ALVAREZ  
20 and at least one (1) other co-defendants' group plea pursuant to Title 18, United States Code,  
21 Section 3553(b), on the condition that the co-defendants' change of pleas are entered and  
22 conditionally accepted by the Court on or before the defendant's sentencing hearing. If less than  
23 two (2) defendants enter guilty pleas, the Government will not make any motion for a group plea  
24 downward departure.

25 9. Defendant's Criminal History Category will be determined by the court.  
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1 **D. Other Sentencing Matters**

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

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

14  
15 **E. Fines and Special Assessment**

16 12. Defendant agrees that the Court may impose a fine due and payable immediately  
17 upon sentencing.

18 13. Defendant will pay the special assessment of \$100 per count of conviction at the  
19 time of sentencing.

20 **F. Restitution**

21 14. Defendant agrees to make full restitution to the victims of the offense, in this case  
22 the Vistana homeowners' association, described below in Section IV. Defendant understands and  
23 agrees that this amount could be as much as \$119,585.81, which is the amount he was paid by co-  
24 conspirators for his participation in the scheme, plus the amount he helped to withdraw from the  
25 Vistana HOA construction defect settlement account minus those funds already recovered by law  
26 enforcement. In return for Defendant agreeing to make restitution, the United States agrees not to

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1 bring any additional charges against the defendant for the conduct giving rise to the relevant  
2 conduct. Defendant understands that any restitution imposed by the Court may not be discharged  
3 in whole or in part in any present or future bankruptcy proceeding.

4 **G. Forfeiture**

5 15. The parties agree that the government will not request that the Court require  
6 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless  
7 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the  
8 amount of money or things of value he received in connection with the scheme, plus the amount he  
9 helped to withdraw from the Vistana HOA construction defect settlement account minus those  
10 funds already recovered by law enforcement, and in no event more than \$119,585.81. In the event  
11 of any order by the Court that Defendant shall pay forfeiture, the Defendant knowingly and  
12 voluntarily agrees to the following:

- 13 a. to abandon or to forfeit the property to the United States;  
14 b. to relinquish all right, title, and interest in the property;  
15 c. to waive his right to any abandonment proceedings, any civil administrative  
16 forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture  
17 proceedings (“proceedings”) of the property;  
18 d. to waive service of process of any and all documents filed in this action or any  
19 proceedings concerning the property arising from the facts and circumstances of this case;  
20 e. to waive any further notice to the defendant, the defendant’s agents, or the  
21 defendant’s attorney regarding the abandonment or the forfeiture and disposition of the property;  
22 f. not to file any claim, answer, petition, or other documents in any proceedings  
23 concerning the property;  
24 g. to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P.  
25 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any  
26 abandonment proceeding or any forfeiture proceeding concerning the property;

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- 1           h.       to waive the defendant's right to a jury trial on the forfeiture of the property;
- 2           i.       to waive (a) all constitutional, legal, and equitable defenses to, (b) any
- 3 constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or
- 4 defense under the Eighth Amendment to the United States Constitution, including, but not limited
- 5 to, any claim or defense of excessive fine in any proceedings concerning the property; and
- 6           j.       to the entry of an Order of Forfeiture of the property to the United States.

7           16.       Defendant knowingly and voluntarily agrees and understands the abandonment,

8 the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the

9 property shall not be treated as satisfaction of any assessment, fine, restitution, cost of

10 imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the

11 abandonment or the forfeiture.

12 **H. Waiver of Appeal**

13           17.       In exchange for the concessions made by the United States in this Plea

14 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is

15 imposed within the applicable Sentencing Guideline range as calculated by the Court, further

16 waives the right to appeal the manner in which that sentence was determined on the grounds set

17 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any

18 other aspect of the conviction or sentence, including any order of restitution and forfeiture.

19 Defendant reserves only the right to appeal any portion of the sentence that is an upward departure

20 from the applicable Sentencing Guideline range calculated by the Court.

21           18.       Defendant also waives all collateral challenges, including any claims under 28

22 U.S.C. § 2255, to the Defendant's conviction, sentence and the procedure by which the Court

23 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of

24 counsel.

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

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

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

14 **J. Limitations**

15 21. This Plea Memorandum is limited to the Criminal Division of the United States  
16 Department of Justice and cannot bind any other federal, state or local prosecuting, administrative,  
17 or regulatory authority. But, this Plea Memorandum does not prohibit the United States through  
18 any agency thereof, the Criminal Division of the United States Department of Justice, or any third  
19 party from initiating or prosecuting any civil proceeding directly or indirectly involving the  
20 Defendant, including but not limited to, proceedings under the False Claims Act relating to  
21 potential civil monetary liability or by the Internal Revenue Service relating to potential tax  
22 liability.

23 **K. Cooperation**

24 22. Defendant agrees, if requested by the United States, to provide complete and  
25 truthful information and testimony concerning Defendant's knowledge of all other persons who are  
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1 committing or have committed offenses against the United States or any state, and agrees to  
2 cooperate fully with the United States in the investigation and prosecution of such persons.

3 23. In the event the government decides in its sole discretion that the assistance  
4 provided by Defendant amounts to “substantial assistance” pursuant to U.S.S.G. § 5K1.1, the  
5 United States will timely file a motion for downward departure from the applicable Sentencing  
6 Guideline calculation. The Court has the sole discretion to grant such a motion.

7 24. Defendant agrees that a motion for downward departure based on substantial  
8 assistance shall not be made under any circumstances unless Defendant’s cooperation is deemed to  
9 be substantial assistance by the government. The United States has made no promise, implied or  
10 otherwise, that Defendant will be granted a departure for substantial assistance. Further, no  
11 promise has been made that such a motion will be made even if Defendant complies with the terms  
12 of this Plea Memorandum in all respects but has been unable to provide substantial assistance as  
13 determined in the sole discretion of the government.

14 25. The United States agrees to consider the totality of the circumstances, including  
15 but not limited to, the following factors, in determining whether, in the sole discretion of the  
16 government, Defendant has provided substantial assistance which would merit a motion by the  
17 United States for a downward departure from the applicable Guideline:

18 a. The United States’ evaluation of the significance and usefulness of Defendant’s  
19 assistance;

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

22 c. The nature and extent of Defendant’s assistance;

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

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

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

8 g. The timeliness of Defendant's assistance.

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

14 **L. Breach**

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

26 **II. PENALTY**

27 28. The maximum penalty for a violation of Title 18, United States Code, Section

1 1349, is imprisonment for not more than thirty (30) years, a \$1,000,000 fine, or both. Defendant is  
2 also subject to supervised release for a term of not greater than five (5) years.

3 29. Supervised release is a period of time following imprisonment during which  
4 Defendant will be subject to various restrictions and requirements. Defendant understands that if  
5 Defendant violates one or more of the conditions of any supervised release imposed, Defendant  
6 may be returned to prison for all or part of the term of supervised release, which could result in  
7 Defendant serving a total term of imprisonment greater than the statutory maximum stated above.

8 30. Defendant is required to pay for the costs of imprisonment, probation, and  
9 supervised release, unless the Defendant establishes that the Defendant does not have the ability to  
10 pay such costs, in which case the court may impose an alternative sanction such as community  
11 service.

### 12 III. ELEMENTS

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

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

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

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

### 21 IV. FACTS

22 32. Defendant is pleading guilty because Defendant is guilty of the charged offenses.

23 33. Defendant specifically admits and declares under penalty of perjury that all of the  
24 facts set forth below of which the Defendant has knowledge of as a member of the conspiracy are  
25 true and correct. The parties agree that some of the facts outlined below were actions taken by  
26 Defendant's co-conspirators and without the knowledge or involvement of the Defendant at the  
27 time; however, Defendant acknowledges that he knew of the unlawful purpose of the conspiracy

1 and willfully joined it and that he is, therefore, responsible as a member of the conspiracy for those  
2 actions that were taken by his co-conspirators in furtherance of the conspiracy. Defendant's  
3 actions in furtherance of the conspiracy are specifically indicated.

4 34. From as early as in or around November 2004 through at least in or around  
5 February 2009, Defendant knowingly participated in a scheme to control various Homeowners'  
6 Association (HOA) Boards of Directors so that the HOA boards would award the handling of  
7 construction defect lawsuits and remedial construction contracts to a law firm and construction  
8 company designated by Defendant's co-conspirators.

9 35. Co-conspirators would identify HOA's which potentially could bring  
10 construction defect cases, and once identified would enlist real estate brokers to identify  
11 condominium units within those HOA communities for purchase.

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

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

25 38. Co-conspirators were hired to manage and operate the payments associated with  
26 maintaining these straw properties. The co-conspirators called this business of funding these  
27 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program

1 maintained several limited liability companies, at the direction of the co-conspirator construction  
2 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay  
3 Program funds. Many of the payments on these properties were wired or caused to be wired from  
4 California to Nevada.

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

10 40. In order to accomplish this scheme, on or about February 6, 2004, Defendant  
11 signed a quit-claim deed that resulted in Defendant's ownership interest in a unit at Vistana, and  
12 on or about September 18, 2007, Defendant signed a quit-claim deed that resulted in Defendant's  
13 10% ownership interest in a unit at Horizons at Seven Hills. These transfers made it appear that  
14 Defendant was a legitimate owner in these communities, and that he was qualified for a position  
15 on these HOA Boards of Directors.

16 41. Many of the straw purchasers and those who acquired a transferred interest in the  
17 properties agreed with co-conspirators to run for election to the respective HOA Board of  
18 Directors. These co-conspirators were paid or promised cash, checks, or things of value for their  
19 participation, all of which resulted in a personal financial benefit to the co-conspirators.

20 42. To ensure the co-conspirators would win the elections, co-conspirators at times  
21 employed deceitful tactics, such as creating false phone surveys to gather information about  
22 homeowners' voting intentions, using mailing lists to vote on behalf of out-of-town homeowners  
23 unlikely to participate in the elections, and submitting fake and forged ballots. Co-conspirators  
24 also hired private investigators to uncover negative information on the bona fide candidates in  
25 order to create smear campaigns.

26 43. Another tactic the co-conspirators used to rig certain HOA board elections was  
27

1 to prepare forged ballots for out-of-town homeowners and either cause them to be transported or  
2 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various  
3 locations around California so as to make it appear that the ballots were completed and mailed by  
4 bona fide homeowners residing outside Nevada. For instance, on or about April 15, 2008 and on  
5 or about April 21, 2008, a co-conspirator mailed ballots from several mail boxes in California back  
6 to Nevada in order to assist in the rigging of an election at Park Avenue.

7           44. On several occasions, co-conspirators attempted to create the appearance that  
8 the elections were legitimate by hiring "independent" attorneys to run the HOA board elections.  
9 These "special election masters" were to: (i) contact the bona fide homeowners to inform them of  
10 the election; (ii) mail the bona fide homeowners election ballots and voting instructions; (iii)  
11 collect and secure those election ballots returned by mail until the date of the election; and (iv)  
12 preside over the HOA board election, including supervising the counting of ballots. However, in  
13 truth and fact, the "special election masters" were selected by the co-conspirators and paid in cash,  
14 check, or promised things of value, by or on behalf of Co-Conspirators A and B for their assistance  
15 in rigging the elections. In particular, the "special election masters" allowed the co-conspirators to  
16 access the ballots for the purpose of opening the ballots and pre-counting the votes entered for  
17 each candidate to then know the number of fake ballots which needed to be created to ensure the  
18 co-conspirator up for election won the seat on the HOA board. These attorneys would run the  
19 board election knowing the co-conspirators had access to the ballots and concealed their  
20 relationship with the co-conspirators from the bona fide homeowners.

21           45. After Defendant ALVAREZ received an ownership interest at Vistana, and thus  
22 purported to become a member of the HOA community, he agreed with co-conspirators to become  
23 a HOA board member. On or about November 4, 2004, Defendant was appointed to the Vistana  
24 HOA Board of Directors. Defendant eventually lost his seat on the board. Then, on or about  
25 October 18, 2007, Defendant was elected to the Vistana HOA Board of Directors and became a  
26 member for the second time. Defendant also understood that the co-conspirators intended to use  
27 his ownership interest at Horizons at Seven Hills to nominate and elect him to the HOA board and

1 to further the objects of the conspiracy. Defendant breached his statutory fiduciary duty to the  
2 homeowners at Vistana by accepting from his co-conspirators compensation, gratuity, and other  
3 remuneration that improperly influenced, or reasonably appeared to influence, his decisions,  
4 resulting in a conflict of interest.

5 46. Once elected, the straw purchaser board members would meet with the co-  
6 conspirators in order to manipulate board votes, including the selection of property managers,  
7 contractors, general counsel and attorneys to represent the HOA. Defendant attended these  
8 meetings on several occasions and on other occasions he took direction from co-conspirators who  
9 attended these meetings to vote in furtherance of the conspiracy.

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

19 48. Defendant used his position on the board to vote in a manner directed by and  
20 favorable to certain co-conspirators. Specifically, Defendant participated in the following actions,  
21 among others: (i) on or about January 5, 2005, Defendant took direction from his co-conspirators  
22 and voted to award the construction defect litigation contract to a co-conspirator law firm; (ii) on  
23 or about September 17, 2007, Defendant impersonated his brother, another co-conspirator board  
24 member, in order to vote to award the construct defect remediation contract to the co-conspirator  
25 construction company; and, (iii) on or about November 16, 2007, Defendant voted to pay  
26 \$1,528,250 to the co-conspirator construction company, which was followed by several other votes  
27 for payment to the same co-conspirator, related to the construction defect remediation work.



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

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

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

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

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

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


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AB-9-14  
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DATED


AB-9-2004  
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DATED

4/9/14  
\_\_\_\_\_  
DATED

JEFFREY H. KNOX  
Chief  
United States Department of Justice,  
Criminal Division, Fraud Section

  
\_\_\_\_\_  
THOMAS B.W. HALL  
Trial Attorney  
United States Department of Justice  
Criminal Division, Fraud Section

  
\_\_\_\_\_  
RODOLFO ALVAREZ  
Defendant

  
\_\_\_\_\_  
CHAD BOWERS  
Defense Counsel