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 CLERK US DISTRICT COURT
 DISTRICT OF NEVADA
 BY: _____ DEPUTY

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 7

8 **UNITED STATES DISTRICT COURT**
 9 **DISTRICT OF NEVADA**

10 -oOo-

11 UNITED STATES OF AMERICA,)	
)	
12 Plaintiff,)	CASE NO. 2:13-cr-00018-JCM-GWF
)	
13 v.)	<u>PLEA MEMORANDUM</u>
)	
14 JOSE LUIS ALVAREZ,)	
)	
15 Defendant.)	
16 _____)	

17 The United States of America, by and through Jeffrey H. Knox, Chief, U.S. Department
 18 of Justice, Criminal Division, Fraud Section, and Charles La Bella and Kathleen McGovern,
 19 Deputy Chiefs, and Thomas B.W. Hall, Trial Attorney, U.S. Department of Justice, Criminal
 20 Division, Fraud Section, the defendant, JOSE LUIS ALVAREZ, and the defendant's attorney, Jess
 21 Marchese, 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, **RUDOLPHO ALVAREZ and MARIA LIMON**, successfully entering their guilty pleas together with Defendant **JOSE LUIS 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 (2013) apply for the group:

Base Offense Level (U.S.S.G. §2B1.1(a)):	7
Sophisticated Means (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 JOSE LUIS ALVAREZ's loss calculated as follows:

3 Loss Amount of \$120,000 to \$200,000 4 (U.S.S.G. §2B1.1(b)(1)(F)):	10
5 TOTAL	19

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

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

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

26 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 factual
9 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 **E. Fines and Special Assessment**

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

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

19 **F. Restitution**

20 14. Defendant agrees to make full restitution to the victims of the offense, in this case
21 the homeowners' associations described below in Section IV. Defendant understands and agrees
22 that this amount could be as much as \$184,200.84, which is the actual loss for the properties at
23 Vistana and Horizon at Seven Hills, plus the amount of money or things of value that he received
24 for his participation in the scheme. In return for Defendant agreeing to make restitution, the United
25 States agrees not to bring any additional charges against the defendant for the conduct giving rise
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1 to the relevant conduct. Defendant understands that any restitution imposed by the Court may not
2 be discharged in whole or in part in any present or future bankruptcy proceeding.

3 **G. Forfeiture**

4 15. The parties agree that the government will not request that the Court require
5 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless
6 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the
7 actual loss for the properties at Vistana and Horizons at Seven Hills, plus the amount of money or
8 things of value he received for his participation in the scheme, and in no event more than
9 \$184,200.84. In the event of any order by the Court that Defendant shall pay forfeiture, the
10 Defendant knowingly and voluntarily agrees to the following:

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

1 constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or
2 defense under the Eighth Amendment to the United States Constitution, including, but not limited
3 to, any claim or defense of excessive fine in any proceedings concerning the property; and

4 j. to the entry of an Order of Forfeiture of the property to the United States.

5 16. Defendant knowingly and voluntarily agrees and understands the abandonment,
6 the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the
7 property shall not be treated as satisfaction of any assessment, fine, restitution, cost of
8 imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the
9 abandonment or the forfeiture.

10 **H. Waiver of Appeal**

11 17. In exchange for the concessions made by the United States in this Plea
12 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is
13 imposed within the applicable Sentencing Guideline range as calculated by the Court, further
14 waives the right to appeal the manner in which that sentence was determined on the grounds set
15 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any other
16 aspect of the conviction or sentence, including any order of restitution and forfeiture. Defendant
17 reserves only the right to appeal any portion of the sentence that is an upward departure from the
18 applicable Sentencing Guideline range calculated by the Court.

19 18. Defendant also waives all collateral challenges, including any claims under 28
20 U.S.C. § 2255, to the Defendant's conviction, sentence and the procedure by which the Court
21 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of
22 counsel.

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

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

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

10 **J. Limitations**

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

19 **K. Cooperation**

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

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

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

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

14 a. The United States' evaluation of the significance and usefulness of Defendant's
15 assistance;

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

18 c. The nature and extent of Defendant's assistance;

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

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

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

3 g. The timeliness of Defendant's assistance.

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

9 **L. Breach**

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

20 **II. PENALTY**

21 28. The maximum penalty for a violation of Title 18, United States Code, Section
22 1349, is imprisonment for not more than thirty (30) years, a \$1,000,000 fine, or both. Defendant is
23 also subject to supervised release for a term of not greater than five (5) years.

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

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

7 **III. ELEMENTS**

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

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

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

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

16 **IV. FACTS**

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

18 33. Defendant specifically admits and declares under penalty of perjury that all of the
19 facts set forth below of which the Defendant has knowledge of as a member of the conspiracy are
20 true and correct. The parties agree that some of the facts outlined below were actions taken by
21 Defendant's co-conspirators and without the knowledge or involvement of the Defendant at the
22 time; however, Defendant acknowledges that he knew of the unlawful purpose of the conspiracy
23 and willfully joined it and that he is, therefore, responsible as a member of the conspiracy for those
24 actions that were taken by his co-conspirators in furtherance of the conspiracy. Defendant's
25 actions in furtherance of the conspiracy are specifically indicated.

26 34. From as early as in or around December 2004 through at least in or around
27

1 September 2007, Defendant knowingly participated in a scheme to control various Homeowners'
2 Association (HOA) Boards of Directors so that the HOA boards would award the handling of
3 construction defect lawsuits and remedial construction contracts to a law firm and construction
4 company designated by Defendant's co-conspirators.

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

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

17 37. In order to accomplish this scheme, Defendant ALVAREZ agreed to act as a straw
18 purchaser. On or about October 10, 2005, Defendant purchased a unit at the Horizons at Seven
19 Hills. In fact, Defendant's co-conspirators provided the down payments and monthly payments,
20 including HOA dues and mortgage payments, for this property and were the true owners of the
21 property. Defendant signed and submitted a false and fraudulent loan application and closing
22 documents to the financial institution in order to finance and close on the property on behalf of his
23 co-conspirators. Defendant represented that the unit would be "owner occupied" when in fact it
24 was not.

25 38. Once the straw purchases were complete, the beneficial owners and co-
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1 conspirators often found tenants to rent the units. The beneficial owners received the rental
2 payments and continued to pay the mortgages and various expenses associated with the straw
3 purchase.

4 39. Co-conspirators were hired to manage and operate the payments associated with
5 maintaining these straw properties. The co-conspirators called this business of funding these
6 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program
7 maintained several limited liability companies, at the direction of the co-conspirator construction
8 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay
9 Program funds. Many of the payments on these properties were wired or caused to be wired from
10 California to Nevada.

11 40. On several occasions, instead of making a straw purchase, the co-conspirators
12 transferred a partial interest in a unit to another co-conspirator for the purpose of making it appear
13 as if the co-conspirator was a bona fide homeowner. The co-conspirator real estate agent would
14 assist with the paperwork involved in such transfers and arranged for the completion of the
15 paperwork.

16 41. On or about December 10, 2004, Defendant purchased a unit at Vistana.
17 Defendant initially lived in this unit. After Defendant moved out of the unit, on or about
18 September 18, 2007, Defendant signed a quit-claim deed that transferred a 10% interest in the
19 defendant's unit at Vistana to another co-conspirator. Defendant allowed his mortgage to be paid
20 by the co-conspirators through the Bill Pay Program.

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

25 43. To ensure the co-conspirators would win the elections, co-conspirators at times
26 employed deceitful tactics, such as creating false phone surveys to gather information about
27 homeowners' voting intentions, using mailing lists to vote on behalf of out-of-town homeowners

1 unlikely to participate in the elections, and submitting fake and forged ballots. Co-conspirators
2 also hired private investigators to uncover negative information on the bona fide candidates in
3 order to create smear campaigns.

4 44. Another tactic the co-conspirators used to rig certain HOA board elections was
5 to prepare forged ballots for out-of-town homeowners and either cause them to be transported or
6 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various
7 locations around California so as to make it appear that the ballots were completed and mailed by
8 bona fide homeowners residing outside Nevada. For instance, on or about April 15, 2008 and on
9 or about April 21, 2008, a co-conspirator mailed ballots from several mail boxes in California back
10 to Nevada in order to assist in the rigging of an election at Park Avenue.

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

25 46. On or about December 14, 2004, Defendant ran and was elected to the Vistana
26 HOA Board of Directors. Once on the board, Defendant breached his statutory fiduciary duty to
27 the homeowners by accepting from his co-conspirators compensation, gratuity, and other

1 remuneration that improperly influenced, or reasonably appeared to influence, his decisions,
2 resulting in a conflict of interest.

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

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

17 49. Defendant used his position on the board to vote in a manner directed by and
18 favorable to certain co-conspirators. Specifically, Defendant participated in the following votes,
19 among others: (i) on or about January 31, 2005, Defendant voted to award the emergency
20 construction repair work with the right of first refusal for the construction defect repair contract to
21 the co-conspirator construction company and (ii) on or about July 20, 2007, Defendant voted to
22 settle the construction defect lawsuit for \$19,000,000.

23 50. This entire process created the appearance of legitimacy since bona fide
24 homeowners believed the elected board members and other third party contractors were, as
25 fiduciaries, acting in their best interest rather than to advance the financial interests of co-
26 conspirators. In fact, Defendant ALVAREZ and others were paid or received things of value by or
27 on behalf of their co-conspirators for their assistance in purchasing the properties, obtaining HOA

1 membership status, rigging elections, using their positions to manipulate the HOA's business and
2 to further the goals of the conspiracy, and to enrich the co-conspirators at the expense of the HOA
3 and the bona fide homeowners.

4 **V. ACKNOWLEDGMENT**

5 51. Defendant acknowledges by the Defendant's signature below that Defendant has
6 read this Plea Memorandum, that Defendant understands the terms and conditions and the factual
7 basis set forth herein, that Defendant has discussed these matters with Defendant's attorney, and
8 that the matters set forth in this memorandum, including the facts set forth in Part IV above, are
9 true and correct.

10 52. Defendant acknowledges that Defendant has been advised, and understands, that
11 by entering a plea of guilty the Defendant is waiving, that is, giving up, certain rights guaranteed to
12 the Defendant by law and by the Constitution of the United States. Specifically, Defendant is
13 giving up:

- 14 a. The right to proceed to trial by jury on the original charges, or to a trial by
15 a judge if Defendant and the United States both agree;
- 16 b. The right to confront the witnesses against the Defendant at such a trial, and to
17 cross-examine them;
- 18 c. The right to remain silent at such trial, with such silence not to be used against
19 Defendant in any way;
- 20 d. The right, should Defendant so choose, to testify in Defendant's own behalf at

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1 such a trial;

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

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

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

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

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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

5/8/14

DATED

05/02/14

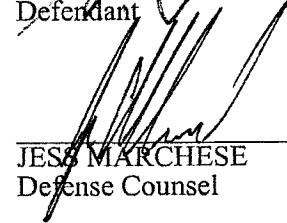
DATED



JOSE LOUIS ALVAREZ
Defendant

5-3-14

DATED



JESS MARCHESE
Defense Counsel