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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

1			
2			
3	UNITED STATES OF AMERICA,)	CDCA CR Nos. 00-338-DSF
4)	12-785-DSF
5	Plaintiff,)	13-202-DSF
6)	
7	v.)	NDCA No. CR-02 40066 SBA
8)	
9	GLEN ALAN WARD,)	<u>PLEA AGREEMENT FOR</u>
10	aka "Jacob Alexander,")	<u>DEFENDANT GLEN ALAN WARD</u>
11	aka "Sean Hamilton,")	
12	aka "Brandon Michaels,")	
13	aka "Jacob Cohen,")	
14	aka "Sheldon Cross,")	
15)	
16	Defendant.)	
17)	
18)	
19)	

1. This constitutes the plea agreement between GLEN ALAN WARD ("defendant") and the United States Attorney's Office for the Central District of California ("the CDCA"), the United States Attorney's Office for the Northern District of California (the "NDCA"), and the Fraud Section, Criminal Division, U.S. Department of Justice (the "DOJ") (sometimes collectively referred to herein as the "Government") in the above-captioned cases. This agreement is limited to the CDCA, NDCA, and DOJ and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) At the earliest opportunity requested by the CDCA, NDCA and DOJ, and provided by the Court, appear and plead guilty to counts one and four of the indictment in United States v. Glen

1 Alan Ward, CDCA CR 12-785-DSF, which counts charge defendant with
2 one count of bankruptcy fraud, in violation of 18 U.S.C.
3 § 157(3), and one count of aggravated identity theft, in
4 violation of 18 U.S.C. § 1028A.

5 b) At the earliest opportunity requested by the CDCA,
6 NDCA and DOJ, and provided by the Court, appear and plead guilty
7 to count one of the Indictment in United States v. Glen Alan
8 Ward, NDCA CR 02-40066-SBA, which charges defendant with
9 bankruptcy fraud in violation of 18 U.S.C. § 157(3). Defendant
10 understands that pleading guilty to the identified counts in both
11 cases is an essential term of this agreement, and that failing or
12 refusing to plead guilty to any of the three counts enumerated
13 above is a breach of this agreement.

14 c) Not contest facts agreed to in this agreement.

15 d) Abide by all agreements regarding sentencing
16 contained in this agreement.

17 e) Appear for all court appearances, surrender as
18 ordered for service of sentence, obey all conditions of any bond,
19 and obey any other ongoing court order in this matter.

20 f) Not commit any crime; however, offenses that would
21 be excluded for sentencing purposes under United States
22 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
23 § 4A1.2(c) are not within the scope of this agreement.

24 g) Be truthful at all times with Pretrial Services, the
25 United States Probation Office, and the Court.

26 h) Pay the applicable special assessments at or before
27 the time of sentencing unless defendant lacks the ability to pay
28 and prior to sentencing submits a completed financial statement

1 on a form to be provided by the CDCA, NDCA and DOJ.

2 (i) Make restitution at or before the time of
3 sentencing, and not seek the discharge of any restitution
4 obligation, in whole or in part, in any present or future
5 bankruptcy proceeding.

6 (j) Submit to forfeiture of \$1,217,138.

7 3. Defendant further agrees:

8 a) Truthfully to disclose to law enforcement officials,
9 at a date and time to be set by the CDCA, NDCA and DOJ, the
10 location of, defendant's ownership interest in, and all other
11 information known to defendant about, all monies, properties,
12 and/or assets of any kind, derived from or acquired as a result
13 of, or used to facilitate the commission of, defendant's illegal
14 activities, and to forfeit all right, title, and interest in and
15 to such items, specifically including all right, title, and
16 interest in and to all United States currency, property and
17 assets seized by or surrendered to law enforcement officials on
18 or about April 5, 2012, and July 12, 2012, which defendant admits
19 constitute the proceeds of defendant's illegal activity and/or
20 were used to facilitate defendant's criminal activity in
21 violation of 18 U.S.C. §§ 157(3) and 1028A. Specifically,
22 defendant agrees to forfeit to the United States as proceeds,
23 fruits and instrumentalities, or substitute assets, the
24 following:

- 25 i. Bank of America debit card in the name
26 of Carol Gilliland, card number
4635-7200-0583-5572;
- 27 ii. Documents and papers reflecting a
28 survival and disappearance plan;

- 1 iii. Documents reflecting a bankruptcy trustee letter;
- 2
- 3 iv. Nokia cell phone;
- 4
- 5 v. Sony cell phone;
- 6
- 7 vi. 2012 planner;
- 8
- 9 vii. Cambridge note book;
- 10
- 11 viii. Hilroy notebook;
- 12
- 13 ix. Leather notebook file folder;
- 14
- 15 x. \$9.17;
- 16
- 17 xi. Scandisk thumb drive;
- 18
- 19 xii. Sim card for mobile phone;
- 20
- 21 xiii. Asus laptop;
- 22
- 23 xiv. Sangsters Health Centre Receipt 75 King Sreet South, in the name of Brandon Mercer, dated April 5, 2012, 17:16 hrs;
- 24
- 25 xv. Piece of paper with phone number on it;
- 26
- 27 xvi. Business card: Brandon Mercer from Laflamme Michel, 300 Leo Pariseau Burs 901, Montreal;
- 28
- xvii. 4 Ci Ci calling cards;
- xviii. 6 prepaid MasterCard, including one in the name of Anne Geddes, card # 5113-4050-1249-4674;
- xix. \$6,920 Canadian;
- xx. Eight 1-oz gold coins;
- xxi. 150 silver coins;
- xxii. Coach shaving bag;
- xxiii. Martin Blackwell Luthier guitar #08;
- xxiv. California drivers licence - Brandon Mercer;
- xxv. Two USB thumb drives;
- xxvi. Apple Computer S/N W8711116W0H;

- 1 xxvi. Music documents and briefcase;
- 2 xxvii. Dell laptop;
- 3 xxviii. Marc P. Maingard Luthier 2006 - guitar;
- 4 xxix. David D. Berkowitz 2011 S/N 035N -
5 guitar;
- 6 xxx. Bastien Burlot Luthier #49 - guitar;
- 7 xxxi. Watch - chrome Cartier;
- 8 xxxii. Watch - Jaeger LeCoultre;
- 9 xxxiii. Watch - Frank Muller;
- 10 xxxiv. Watch - Rolex;
- 11 xxxv. Watch - chrome and gold Cartier; and
- 12 xxxvi. Jewelry - various silver items.

13 b) To the Court's entry of an order of forfeiture at or
14 before sentencing with respect to these assets and to the
15 forfeiture of the assets.

16 c) To take whatever steps are necessary to pass to the
17 United States clear title to the assets described above,
18 including, without limitation, the execution of a consent decree
19 of forfeiture and the completing of any other legal documents
20 required for the transfer of title to the United States.

21 d) Not to contest any administrative forfeiture
22 proceedings or civil judicial proceedings commenced against these
23 properties pursuant to any federal statute, rule, or other lawful
24 authority. With respect to any criminal forfeiture ordered as a
25 result of this plea agreement, defendant waives the requirements
26 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
27 notice of the forfeiture in the charging instrument,
28 announcements of the forfeiture sentencing, and incorporation of

1 the forfeiture in the judgment. Defendant acknowledges that
2 forfeiture of the assets is part of the sentence that may be
3 imposed in this case and waives any failure by the Court to
4 advise defendant of this, pursuant to Federal Rule of Criminal
5 Procedure 11(b)(1)(J), at the time the Court accepts defendant's
6 guilty pleas.

7 e) Not to assist any other individual in any effort
8 falsely to contest the forfeiture of the assets described above.

9 f) Not to claim that reasonable cause to seize the
10 assets was lacking.

11 g) To prevent the transfer, sale, destruction, or loss
12 of any and all assets described above to the extent defendant has
13 the ability to do so.

14 h) To fill out and deliver to the CDCA, NDCA or DOJ a
15 completed financial statement listing defendant's assets on a
16 form provided by the CDCA, NDCA or DOJ.

17 i) That forfeiture of assets described above shall not
18 be counted toward satisfaction of any special assessment, fine,
19 restitution, costs, or other penalty the Court may impose.

20 THE CDCA, NDCA AND DOJ'S OBLIGATIONS

21 4. The CDCA, NDCA and DOJ agree to:

22 a) Not contest facts agreed to in this agreement.

23 b) Abide by all agreements regarding sentencing
24 contained in this agreement.

25 c) At the time of sentencing, move to dismiss the
26 remaining counts of the CR 12-785-DSF indictment, the entirety of
27 the CR 00-338-DSF information, and the remaining counts of the
28 NDCA CR 02-40066-SBA indictment as against defendant. Defendant

1 agrees, however, that at the time of sentencing the Court may
2 consider any dismissed charges in determining the applicable
3 Sentencing Guidelines range, the propriety and extent of any
4 departure from that range, and the sentence to be imposed.

5 d) At the time of sentencing, provided that defendant
6 demonstrates an acceptance of responsibility for the offenses up
7 to and including the time of sentencing, recommend a two-level
8 reduction in the applicable Sentencing Guidelines offense level,
9 pursuant to U.S.S.G. § 3E1.1, and, if necessary, move for an
10 additional one-level reduction if available under that section.

11 e) Recommend that the term of supervised release in
12 each case be no more than three years and that the terms of
13 supervised release be concurrent.

14 NATURE OF THE OFFENSES

15 5. Defendant understands that for defendant to be guilty of
16 the crimes charged in the counts to which defendant is pleading
17 guilty, that is, bankruptcy fraud in violation of Title 18,
18 United States Code, Section 157(3), and aggravated identity theft
19 in violation of Title 18 United States Code, Section 1028A, the
20 following must be true:

21 Bankruptcy Fraud, 18 U.S.C § 157(3)

22 First, defendant devised or intended to devise a scheme to
23 defraud;

24 Second, defendant acted with intent to defraud;

25 Third, defendant's act was material; that is, it had a
26 natural tendency to influence, or was capable of influencing the
27 act of an identifiable person, entity, or group; and

28 Fourth, defendant made a false or fraudulent representation,

1 claim or promise concerning or in relation to a proceeding under
2 a Title 11 bankruptcy proceeding to carry out or attempt to carry
3 out an essential part of the scheme.

4 **Aggravated Identity Theft, 18 U.S.C. § 1028A**

5 First, defendant knowingly possessed without legal authority
6 a means of identification of another person;

7 Second, defendant knew that the means of identification
8 belonged to a real person; and

9 Third, defendant did so during and in relation to the crimes
10 of bank or mail fraud, in violation of 18 U.S.C. §§ 1341 or 1344.

11 **Mail Fraud, 18 U.S.C. § 1341**

12 First, defendant knowingly participated in a scheme or plan
13 to defraud, or a scheme or plan for obtaining money or property
14 by means of false or fraudulent pretenses, representations, or
15 promises;

16 Second, the statements made or facts omitted as part of the
17 scheme were material; that is, they had a natural tendency to
18 influence, or were capable of influencing, a person to part with
19 money or property;

20 Third, defendant acted with the intent to defraud; that is,
21 the intent to deceive or cheat; and

22 Fourth, defendant used, or caused to be used, the mails to
23 carry out or attempt to carry out an essential part of the
24 scheme.

25 **Bank Fraud, 18 U.S.C. § 1344**

26 First, defendant knowingly carried out a scheme or plan to
27 obtain money or property from U.S. Bank, NA, by making false
28 statements or promises;

1 Second, defendant knew that the statements or promises were
2 false;

3 Third, the statements or promises were material; that is,
4 they had a natural tendency to influence, or were capable of
5 influencing, a financial institution to part with money or
6 property;

7 Fourth, the defendant acted with the intent to defraud; and

8 Fifth, U.S. Bank, NA was federally insured.

9 PENALTIES AND RESTITUTION

10 6. Defendant understands that the statutory maximum
11 sentence that the Court can impose for:

12 (i) each violation of Title 18, United States Code,
13 Section 157(3), is five years imprisonment; a three-year period
14 of supervised release; a fine of \$250,000 or twice the gross gain
15 or gross loss resulting from the offense, whichever is greatest;
16 and a mandatory special assessment of \$100.

17 (ii) the violation of Title 18, United States Code,
18 Section 1028A, is a mandatory, consecutive two years
19 imprisonment; a one-year period of supervised release; a fine of
20 \$250,000 or twice the gross gain or gross loss resulting from the
21 offense, whichever is greatest; and a mandatory special
22 assessment of \$100.

23 7. Defendant understands, therefore, that, the total
24 maximum sentence for all offenses to be imposed in the two cases
25 to which defendant is pleading guilty, is: 12 years imprisonment,
26 including the two-year mandatory minimum for the 18 U.S.C.
27 § 1028A count; a seven-year period of supervised release; a fine
28 of \$750,000 or twice the gross gain or gross loss resulting from

1 the offenses, whichever is greatest; and a mandatory special
2 assessment of \$300. Defendant understands and agrees that,
3 notwithstanding that defendant will be sentenced separately for
4 CDCA CR 12-785-DSF and NDCA CR 02-40066-SBA, the five-year
5 statutory maximum sentences for the one count of bankruptcy fraud
6 to which defendant is pleading guilty in each case shall be
7 imposed to run consecutively to each other, as the parties intend
8 that both cases be treated as a single case - as if defendant
9 were pleading guilty to two counts of 18 U.S.C. § 157 and one
10 count of 18 U.S.C. § 1028A from CDCA CR 12-785-DSF - for
11 sentencing purposes. Further, as stated in the factual basis
12 below, offense conduct from each of the three charged cases shall
13 be considered as relevant conduct to the other cases, because all
14 three cases arose from a single and continuing scheme that
15 defendant operated from 1997 through 2012.

16 8. Defendant understands that defendant will be required to
17 pay full restitution to the victims of the offenses to which
18 defendant is pleading guilty. Defendant agrees that, in return
19 for the CDCA, NDCA and DOJ's compliance with its obligations
20 under this agreement, the Court may order restitution to persons
21 other than the victims of the offenses to which defendant is
22 pleading guilty and in amounts greater than those alleged in the
23 counts to which defendant is pleading guilty. In particular,
24 defendant agrees that the Court may order restitution to any
25 victim of any of the following for any losses suffered by that
26 victim as a result: (a) any relevant conduct, as defined in
27 U.S.S.G. § 1B1.3, in connection with the offenses to which
28 defendant is pleading guilty; and (b) any counts dismissed and

1 charges not prosecuted pursuant to this agreement as well as all
2 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection
3 with those counts and charges.

4 9. Defendant understands that supervised release is a
5 period of time following imprisonment during which defendant will
6 be subject to various restrictions and requirements. Defendant
7 understands that if defendant violates one or more of the
8 conditions of any supervised release imposed, defendant may be
9 returned to prison for all or part of the term of supervised
10 release authorized by statute for the offense that resulted in
11 the term of supervised release, which could result in defendant
12 serving a total term of imprisonment greater than the statutory
13 maximum stated above.

14 10. Defendant understands that, by pleading guilty,
15 defendant may be giving up valuable government benefits and
16 valuable civic rights, such as the right to vote, the right to
17 possess a firearm, the right to hold office, and the right to
18 serve on a jury. Defendant understands that once the court
19 accepts defendant's guilty plea, it will be a federal felony for
20 defendant to possess a firearm or ammunition. Defendant
21 understands that the conviction in this case may also subject
22 defendant to various other collateral consequences, including but
23 not limited to revocation of probation, parole, or supervised
24 release in another case and suspension or revocation of a
25 professional license. Defendant understands that unanticipated
26 collateral consequences will not serve as grounds to withdraw
27 defendant's guilty pleas.

28

1 Defendant began operating his scheme while he was living in the
2 Central District of California, and then, after he signed a plea
3 agreement in CACD CR 00-338 but before pleading guilty to
4 bankruptcy fraud pursuant to that plea agreement, defendant fled
5 to Canada. Defendant continued to operate the same scheme from
6 various locations throughout Canada until he was arrested on or
7 about April 5, 2012. Defendant was arrested in Canada by
8 Waterloo Regional Police Service and the Royal Canadian Mounted
9 Police pursuant to a provisional arrest warrant issued to answer
10 the information in CDCA CR 00-338 and NDCA CR 02 40066-SBA, which
11 charged defendant with bankruptcy fraud for having operated the
12 same foreclosure-delay scheme as was charged in CDCA CR 00-338.
13 At the time of his arrest, defendant was withdrawing proceeds of
14 the illegal scheme from an ATM.

15 b) During and in furtherance of the scheme, defendant
16 used the aliases "Jacob Alexander," "Sean Hamilton," "Brandon
17 Michaels," "Jacob Cohen," "David Warner," "Brandon Mercer," and
18 "Sheldon Cross," among others.

19 c) On or about March 30, 2000, defendant signed a
20 plea agreement admitting to the facts that supported charges in
21 CDCA CR 00-338-DSF.

22 d) Defendant operated the scheme in substantially the
23 same form, despite relocating from the United States to Canada,
24 from 1996 until his arrest on April 5, 2012. In sum and
25 substance, defendant solicited persons in jeopardy of losing
26 their home due to foreclosure, and then offered, for a fee, to
27 delay those "clients'" foreclosure proceedings. Defendant
28 achieved this delay for months and even years by instructing

1 clients to deed a fractional interest in their home to a debtor -
2 without the debtor's knowledge - in an existing bankruptcy and
3 then transmitting the deed and the corresponding bankruptcy
4 petition to the client's lender, thereby using the automatic
5 bankruptcy stay.

6 e) To accomplish this scheme defendant executed or
7 directed and caused the execution of the following acts:

8 i. Defendant sent, through the United States
9 mails and otherwise, advertisements soliciting distressed
10 homeowners ("clients") who were interested in delaying the
11 foreclosure of their homes. For example, on or about October 18,
12 2012, defendant caused the mailing of one such postcard entitled
13 "STOP FORECLOSURE NOW!" through the United States Postal Service
14 from Industry, California, within the Central District of
15 California, to a client in Solana Beach, California.

16 ii. Defendant also obtained new clients through
17 referrals from existing clients and from salespersons or
18 recruiters hired by defendant. One of defendant's salespersons
19 and co-schemer was Frederic Alan Gladle.

20 iii. Through the advertisements and salespersons,
21 defendant told potential clients whose properties were being
22 foreclosed upon (the "distressed properties") that, in exchange
23 for a monthly fee, defendant would assist in postponing the
24 foreclosure of the distressed properties for anywhere from six to
25 36 months. Defendant and his co-schemers generally told clients
26 that the postponement would be achieved through defendant's use
27 of bankruptcy petitions filed by debtors, and that such process
28 was legal.

1 iv. After a client had signed up and paid the
2 required fee, approximately \$700 per month by the end of the
3 scheme, defendant or his salesperson would obtain a client's
4 notarized signature on a grant deed transferring a fractional
5 share, sometimes a 1/100th interest, of their distressed property
6 (the "fractional deed") to a debtor whose name defendant had
7 obtained by accessing the electronic bankruptcy court docketing
8 system, Public Access Court Electronic Records ("PACER") or to a
9 debtor whom defendant had instructed to file for bankruptcy for
10 this purpose. Defendant also retrieved a copy of the debtor's
11 bankruptcy petition from PACER, generally unbeknownst to the
12 debtor. Defendant used bankruptcies filed nationwide, including
13 in the Central and Northern Districts of California.

14 v. Defendant then directed his client and the
15 salesperson to record the fractional deed and to send the
16 recorded fractional deed by facsimile or email to defendant.

17 vi. After downloading the debtor's bankruptcy
18 petition from PACER and obtaining the recorded fractional deed,
19 defendant, or a co-schemer operating at his direction, would send
20 by facsimile or email a copy of the recorded fractional deed and
21 the bankruptcy petition, both of which listed the same debtor's
22 name and address, to the client's lender or the lender's
23 representative, thereby notifying the lender of the automatic
24 stay in order to stop the foreclosure sale.

25 vii. In furtherance of the scheme, defendant,
26 using the alias Jacob Alexander, sent and received faxed
27 documents in interstate and foreign commerce to and from his
28 clients, lenders, trustees, and others, by using an electronic

1 fax service, or efax service, operated by J2 Global, Inc., a
2 provider of electronic communication and remote computing
3 services.

4 viii. Upon receiving the facsimile containing the
5 recorded fractional deed and bankruptcy petition from defendant,
6 some lenders would file a motion for Relief From Stay ("RFS") in
7 the debtor's bankruptcy case to permit the lender to proceed with
8 the foreclosure notwithstanding the bankruptcy. Generally, in
9 response to the motion, the debtor would deny any knowledge of
10 owning the fractional interest in the distressed property, and
11 the bankruptcy court would then grant the motion and permit the
12 foreclosure on the distressed property to continue.

13 ix. However, once the lender scheduled another
14 foreclosure sale, defendant would (a) cause the client to sign
15 another deed transferring a fractional share of the distressed
16 property to a different debtor and to record the fractional deed,
17 (b) print out the debtor's bankruptcy petition from PACER, and
18 (c) send both documents to the lender or the lender's
19 representative, thereby repeating the fraudulent conduct.

20 x. Defendant thereby repeatedly delayed the sale
21 of the distressed properties for as long as the client paid the
22 monthly fee. In this way, defendant was able to delay
23 foreclosures for a period of years on some of the distressed
24 properties through the unauthorized use of bankruptcy debtors'
25 names and their petitions.

26 xi. If a client requested that defendant reverse
27 the fractional deed transfers, defendant would offer to prepare a
28 reconveyance and would forge documents purporting to show that

1 the debtors were transferring their fractional interests back to
2 the client.

3 xii. On or about June 7, 2010, defendant used the
4 Internet to access, retrieve, and use the bankruptcy petition
5 case number and full name of debtor M.P., whom defendant knew was
6 a real person. In addition, on or about February 22, 2011,
7 defendant used the Internet to access, retrieve, and use the
8 bankruptcy petition case number and full name of debtor B.P.,
9 whom defendant knew was a real person.

10 xiii. In both instances, on or about June 8,
11 2010, and February 22, 2011, defendant, using the name Jacob
12 Alexander, then sent the M.P. and B.P. bankruptcy petitions,
13 along with clients' grant deeds and a cover sheet, by facsimile
14 or email from his location in Canada through a server owned by J2
15 Global, Inc., which server was located in Los Angeles County,
16 California, to clients' lenders to stop the lenders' imminent
17 foreclosure proceedings against the clients' properties.

18 xiv. U.S. Bank, N.A.'s trustee received the June
19 8, 2010 facsimile, which defendant sent to halt U.S. Bank's
20 foreclosure of client J.C.'s property. U.S. Bank, N.A., which
21 held the mortgage for client J.C.'s real property, which was
22 located in the Central District of California, was a financial
23 institution whose deposits were insured by the Federal Deposit
24 Insurance Corporation. After receiving these faxed documents,
25 U.S. Bank halted its foreclosure proceedings against J.C.'s
26 property.

27 xv. On or about September 4, 1997, R.H. filed a
28 voluntary bankruptcy petition in the Northern District of

1 California, NDCA Case No. 97-57387-ASW. On or about the same
2 day, J.K., after being solicited by defendant to delay J.K.'s
3 impending home foreclosure, met with defendant in San Jose,
4 California, within the Northern District of California. At
5 defendant's direction, J.K. executed and recorded a quitclaim
6 deed transferring a fractional interest in J.K.'s residence to
7 R.H. in order to delay J.K.'s impending foreclosure. R.H. was an
8 individual who had no knowledge of, and gave no authorization
9 for, the transfer. Defendant faxed the quitclaim deed and
10 bankruptcy petition to J.K.'s lender's agent, PLM Lender Service,
11 Inc. After receiving these faxed documents, PLM Lender Service,
12 Inc. delayed the foreclosure proceedings on J.K.'s property.

13 f) The purpose of the scheme was to hinder, delay,
14 and obstruct lawful foreclosure actions against property owners
15 who had defaulted on their mortgages.

16 g) During defendant's scheme to defraud, defendant
17 and his co-schemers delayed the foreclosure sales of
18 approximately 824 distressed properties by using at least 414
19 bankruptcies filed in 26 judicial districts. During that same
20 period, defendant collected at least \$1,217,138 from clients in
21 monthly fees paid for his illegal foreclosure-delay services.

22 h) The scheme victimized more than 50 lenders and
23 financial institutions, some of whom were recipients of federal
24 funds under the Troubled Asset Relief Program, including U.S.
25 Bank, N.A., who were attempting to foreclose on real properties
26 through trustee sales.

27

28

SENTENCING FACTORS

13. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

14. In addition to the mandatory two-year consecutive sentence arising from count four of the CDCA CR 12-785-DSF indictment, defendant and the CDCA, NDCA and DOJ agree to the following applicable Sentencing Guidelines factors apply to each of the two bankruptcy fraud counts to which defendant is pleading guilty, and that the Court should treat CDCA CR 12-785-DSF and NDCA CR 02-40066-SBA as a single case for sentencing purposes by imposing consecutive sentences on the two cases and not crediting one sentence against the other pursuant to U.S.S.G. § 5G1.3 or any other provision of the Sentencing Guidelines or law:

Base Offense Level : 6 U.S.S.G. § 2B1.1(a)(2)

Specific Offense
Characteristics

Loss Amount (gain
to defendant between
\$1,000,000 and
\$2,500,000

: +16 U.S.S.G. § 2B1.1(b)(1)(I)

1 Bankruptcy Involved : +2 U.S.S.G. § 2B1.1(b) (9) (B)

2 Relocated Part of
3 Scheme to Canada to
4 Evade Law
5 Enforcement : +2 U.S.S.G. § 2B1.1(b) (10) (A)

6 Adjustments

7 50 to 250 Victims : +4 U.S.S.G. § 2B1.1(b) (2) (B)

8 Role (Leader &
9 Organizer) : +2 U.S.S.G. § 3B1.1(c)

10 Acceptance of
11 Responsibility : -3 U.S.S.G. § 3E1.1

12 Adjusted Offense
13 Level : 29

14 Total Offense Level : 29

15 Guideline Range : 87-108 months

16 The CDCA, NDCA, DOJ, and defendant agree not to argue that
17 additional or different specific offense characteristics,
18 adjustments, and departures under the Sentencing Guidelines are
19 appropriate.

20 15. Defendant understands that there is no agreement as to
21 defendant's criminal history or criminal history category.

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 16. Defendant understands that by pleading guilty,
24 defendant gives up the following rights:

- 25 a) The right to persist in a plea of not guilty.
- 26 b) The right to a speedy and public trial by jury.
- 27 c) The right to be represented by counsel - and if
28 necessary have the court appoint counsel - at trial. Defendant
understands, however, that defendant retains the right to be
represented by counsel - and if necessary have the court appoint
counsel - at every other stage of the proceeding.

1 d) The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant
3 guilty beyond a reasonable doubt.

4 e) The right to confront and cross-examine witnesses
5 against defendant.

6 f) The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g) The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h) Any and all rights to pursue any affirmative
13 defenses, Fourth Amendment or Fifth Amendment claims, and other
14 pretrial motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 17. Defendant understands that, with the exception of an
17 appeal based on a claim that defendant's guilty pleas were
18 involuntary, by pleading guilty defendant is waiving and giving
19 up any right to appeal defendant's convictions on the offenses to
20 which defendant is pleading guilty.

21 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

22 18. Defendant agrees that, provided the Court imposes a
23 total term of imprisonment on all counts of conviction of no more
24 than 132 months when combining the sentences imposed in CDCA CR
25 12-785-DSF and NDCA CR 02-40066-SBA, defendant gives up the right
26 to appeal all of the following: (a) the procedures and
27 calculations used to determine and impose any portion of the
28 sentence; (b) the term of imprisonment imposed by the Court; (c)

1 the fine imposed by the court, provided it is within the
2 statutory maximum; (d) the amount and terms of any restitution
3 order, provided it requires payment of no more than \$1,000,000;
4 (e) the term of probation or supervised release imposed by the
5 Court, provided it is within the statutory maximum; and (f) any
6 of the following conditions of probation or supervised release
7 imposed by the Court: the conditions set forth in General Orders
8 318, 01-05, and/or 05-02 of this Court; and the drug testing
9 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

10 19. The CDCA, NDCA and DOJ agree that, provided (a) all
11 portions of the sentence are at or above the statutory minimum
12 and at or below the statutory maximum specified above and (b) the
13 Court imposes a term of imprisonment of no less than 87 months as
14 to counts one of the CDCA CR 12-785-DSF and NDCA CR 02-40066-SBA
15 indictments, and no less than an additional 24 months as to count
16 four of the CDCA CR 12-785-DSF indictment, the CDCA, NDCA, and
17 DOJ give up their right to appeal any portion of the sentence,
18 with the exception that the CDCA, NDCA, and DOJ reserve the right
19 to appeal the amount of restitution ordered if that amount is
20 less than \$100,000.

21 RESULT OF WITHDRAWAL OF GUILTY PLEA

22 20. Defendant agrees that if, after entering a guilty plea
23 pursuant to this agreement, defendant seeks to withdraw and
24 succeeds in withdrawing defendant's guilty plea on any basis
25 other than a claim and finding that entry into this plea
26 agreement was involuntary, then (a) the CDCA, NDCA, and DOJ will
27 be relieved of all of its obligations under this agreement; and
28 (b) should the CDCA, NDCA, and DOJ choose to pursue any charge or

1 any civil, administrative, or regulatory action that was either
2 dismissed or not filed as a result of this agreement, then
3 (i) any applicable statute of limitations will be tolled between
4 the date of defendant's signing of this agreement and the filing
5 commencing any such action; and (ii) defendant waives and gives
6 up all defenses based on the statute of limitations, any claim of
7 pre-indictment delay, or any speedy trial claim with respect to
8 any such action, except to the extent that such defenses existed
9 as of the date of defendant's signing this agreement.

10 EFFECTIVE DATE OF AGREEMENT

11 21. This agreement is effective upon signature and execution
12 of all required certifications by defendant, defendant's counsel,
13 and an Assistant United States Attorney or DOJ Trial Attorney.

14 BREACH OF AGREEMENT

15 22. Defendant agrees that if defendant, at any time after
16 the signature of this agreement and execution of all required
17 certifications by defendant, defendant's counsel, and an
18 Assistant United States Attorney or DOJ Trial Attorney, knowingly
19 violates or fails to perform any of defendant's obligations under
20 this agreement ("a breach"), the CDCA, NDCA, and DOJ may declare
21 this agreement breached. All of defendant's obligations are
22 material, a single breach of this agreement is sufficient for the
23 CDCA, NDCA and DOJ to declare a breach, and defendant shall not
24 be deemed to have cured a breach without the express agreement of
25 the CDCA, NDCA and DOJ in writing. If the CDCA, NDCA and DOJ
26 declare this agreement breached, and the Court finds such a
27 breach to have occurred, then: (a) if defendant has previously
28 entered guilty pleas pursuant to this agreement, defendant will

1 not be able to withdraw the guilty pleas, and (b) the CDCA, NDCA,
2 and DOJ will be relieved of all their obligations under this
3 agreement.

4 23. Following the Court's finding of a knowing breach of
5 this agreement by defendant, should the CDCA, NDCA, and DOJ
6 choose to pursue any charge or any civil, administrative, or
7 regulatory action that was either dismissed or not filed as a
8 result of this agreement, then:

9 a) Defendant agrees that any applicable statute of
10 limitations is tolled between the date of defendant's signing of
11 this agreement and the filing commencing any such action.

12 b) Defendant waives and gives up all defenses based on
13 the statute of limitations, any claim of pre-indictment delay, or
14 any speedy trial claim with respect to any such action, except to
15 the extent that such defenses existed as of the date of
16 defendant's signing this agreement.

17 c) Defendant agrees that: (i) any statements made by
18 defendant, under oath, at the guilty plea hearing (if such a
19 hearing occurred prior to the breach); (ii) the agreed to factual
20 basis statement in this agreement; and (iii) any evidence derived
21 from such statements, shall be admissible against defendant in
22 any such action against defendant, and defendant waives and gives
23 up any claim under the United States Constitution, any statute,
24 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
25 Federal Rules of Criminal Procedure, or any other federal rule,
26 that the statements or any evidence derived from the statements
27 should be suppressed or are inadmissible.

28

1 remain bound to fulfill all defendant's obligations under this
2 agreement. Defendant understands that no one - not the
3 prosecutor, defendant's attorney, or the Court - can make a
4 binding prediction or promise regarding the sentence defendant
5 will receive, except that it will be within the statutory
6 maximum.

7 NO ADDITIONAL AGREEMENTS

8 27. Defendant understands that, except as set forth herein,
9 there are no promises, understandings, or agreements between the
10 CDCA, NDCA, and DOJ, and defendant or defendant's attorney, and
11 that no additional promise, understanding, or agreement may be
12 entered into unless in a writing signed by all parties or on the
13 record in court.

14 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

15 28. The parties agree that this agreement will be
16 considered part of the record of defendant's guilty plea hearing
17 as if the entire agreement had been read into the record of the
18 proceeding.

19 AGREED AND ACCEPTED

20 UNITED STATES ATTORNEY'S OFFICE
21 FOR THE CENTRAL DISTRICT OF CALIFORNIA

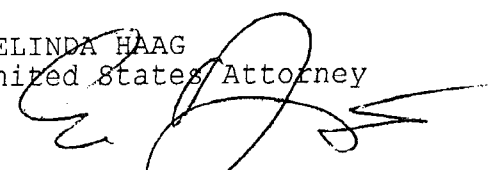
22 ANDRÉ BIROTTE JR.
23 United States Attorney

24 UNITED STATES DEPARTMENT OF JUSTICE
25 CRIMINAL DIVISION
26 U.S. Department of Justice


27 MYTHILI RAMAN
28 Acting Assistant Attorney General

1 UNITED STATES ATTORNEY'S OFFICE
FOR THE NORTHERN DISTRICT OF CALIFORNIA

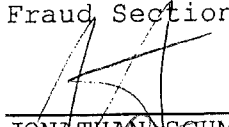
2 MELINDA HAAG
3 United States Attorney

4 
5 EVAN DAVIS
Assistant United States Attorney

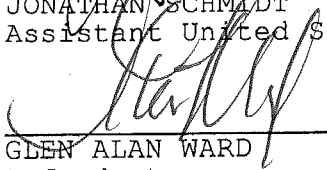
3/8/2013
Date

6 
7 PAUL M. ROSEN
8 Trial Attorney
9 Fraud Section, Criminal Division


3/7/2013
Date

10 
11 JONATHAN SCHMIDT
Assistant United States Attorney

2-19-13
Date

12 
13 GLEN ALAN WARD
Defendant

4-8-13
Date

14 
15 ANTHONY BROOKLIER
16 Attorney for Defendant
17 Glen Alan Ward

4-8-13
Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.




GLEN ALAN WARD
Defendant

4-7-13

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

1
2 I am Glen Alan Ward's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of
5 possible pretrial motions that might be filed, of possible
6 defenses that might be asserted either prior to or at trial, of
7 the sentencing factors set forth in 18 U.S.C. § 3553(a), of
8 relevant Sentencing Guidelines provisions, and of the
9 consequences of entering into this agreement. To my knowledge:
10 no promises, inducements, or representations of any kind have
11 been made to my client other than those contained in this
12 agreement; no one has threatened or forced my client in any way
13 to enter into this agreement; my client's decision to enter into
14 this agreement is an informed and voluntary one; and the factual
15 basis set forth in this agreement is sufficient to support my
16 client's entry of guilty pleas pursuant to this agreement.

17
18 
19 ANTHONY BROOKLIER
Attorney for Defendant
Glen Alan Ward

4-7-13
Date