UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA, **Plaintiff,** **vs.** **LI CHEN (2),** **Defendant.**	**CASE NO. 2:19-cr-163** **JUDGE SARAH D. MORRISON** **PLEA AGREEMENT**

The United States Attorney's Office for the Southern District of Ohio (USAO) and the Defendant, **LI CHEN**, individually and through counsel, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, agree as follows:

1. **Offense of Conviction**: The Defendant agrees to plead guilty to Count 1 of the Indictment in this case, which charges her with Conspiracy to Commit Theft of Trade Secrets in violation of 18 U.S.C. § 1832(a)(5), and Count 5 of the Indictment in this case, which charges her with Conspiracy to Commit Wire Fraud in violation of 18 U.S.C. § 1349 and will not withdraw or attempt the withdraw the plea. The Defendant admits that she is, in fact, guilty of these offenses and will so advise the Court.

2. **Elements of the Offense**: The elements of the offenses to which the Defendant has agreed to plead guilty are as follows:

Count 1: Conspiracy to Commit Theft of Trade Secrets, 18 U.S.C. § 1832(a)(5)

(1) Two or more persons conspired, or agreed, to commit the crime of Theft of Trade Secrets, in violation of 18 U.S.C. §§ 1832(a)(1), (2), or (3).

(2) The Defendant knowingly and voluntarily joined the conspiracy.

(3) A member of the conspiracy did one of the overt acts described in the Indictment for the purpose of advancing or helping the conspiracy.

Count 5: Conspiracy to Commit Wire Fraud, 18 U.S.C. § 1349

(1) Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit a fraud crime listed in Title 18 Chapter 63, as charged in the Indictment.

(2) The Defendant knew the unlawful purpose of the plan and willfully joined in it.

3. **Penalties**: The statutory penalties are as follows:

   a) **Count 1—Conspiracy to Commit Theft of Trade Secrets, 18 U.S.C. § 1832(a)(5):** Not more than 10 years in prison; a term of supervised release of not more than 3 years; a $250,000 fine; and a mandatory $100 special assessment due prior to sentencing;

   b) **Count 5—Conspiracy to Commit Wire Fraud, 18 U.S.C. § 1349:** Not more than 20 years in prison; a term of supervised release of not more than 3 years; a $250,000.00 fine; and a mandatory $100 special assessment due prior to sentencing;

   c) Restitution; and

   d) Forfeiture.

4. **Waiver of Rights**: The Defendant understands that she has the following rights:

   a) To plead not guilty;

   b) To have a trial by jury;

   c) To be assisted by counsel during such trial;

   d) To confront and cross-examine adverse witnesses;

   e) To testify, if so desired, and to present evidence and compel the attendance of witnesses;

   f) To not be compelled to testify or present evidence, and to not have these decisions held against the Defendant; and

   g) To be presumed innocent throughout trial and until a jury finds proof of guilt beyond a reasonable doubt.

   The Defendant further understands that if the Court accepts her guilty plea pursuant to this Plea Agreement, there will be no trial and she waives these rights.

5. **Use of Statements:** The Defendant waives any protection afforded by Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, and § 1B1.8(a) of the United States Sentencing Guidelines Manual. Any statements made by the Defendant in the course of plea discussions, in any proceeding under Rule 11 of the Federal Rules of Criminal Procedure, and to any law enforcement authorities will be admissible against the Defendant without limitation in any civil or criminal proceeding.

6. **Immigration Consequences:** The Defendant understands that if she is not a United States citizen or is a naturalized citizen, a guilty plea and conviction may have consequences for the Defendant's immigration status, including removal from the United

States, denial of citizenship, denaturalization, and denial of admission to the United States in the future. No one involved in this proceeding, including the defense attorney or district court, can predict the immigration consequences of the Defendant's guilty plea and conviction. Nevertheless, the Defendant affirms that she wants to plead guilty, regardless of any immigration consequences that a guilty plea may entail, even if this guilty plea means that removal from the United States and/or denaturalization will be a virtual certainty under immigration law.

7. **Applicability of Advisory Sentencing Guidelines:** Subject to the procedures governing Rule 11 (c)(1)(C) plea agreements, as summarized in paragraph 14 below, the Defendant understands that in determining a sentence, the Court has an obligation to calculate the applicable sentencing guideline range and to consider that range, possible departures under the United States Sentencing Guidelines (U.S.S.G.), and other sentencing factors under 18 U.S.C. § 3553(a).

8. **Factual and Advisory Guidelines Stipulation**: The parties agree to the Statement of Facts set forth in Attachment A, and incorporate it here by reference. The parties further agree that the Statement of Facts provides the factual basis for the Defendant's plea. The parties also agree that the following sentence ("Agreed Sentencing Disposition") is the appropriate disposition in this case:

Agreed Sentencing Disposition:

a) A term of incarceration of between 24 and 84 months;

b) As part of the Agreed Sentencing Disposition, the parties agree to recommend to the Court that the following advisory guidelines apply for the purposes of sentencing in this criminal case:

i. Pursuant to U.S.S.G. § 2B1.1(a)(1), the base offense level is 7.

ii. Pursuant to U.S.S.G. § 2Bl.l(b)(l)(I), a 16-level increase applies because, for the purposes of the guidelines calculations, the loss amount is more than $1.5 million but less than $3.5 million.

iii. Pursuant to U.S.S.G. § 2Bl.l(b)(10), a 2-level increase applies because the offense involved sophisticated means because a substantial part of a fraudulent scheme was committed from outside the United States, and the offense otherwise involved sophisticated means and the Defendant intentionally engaged in or caused the conduct constituting sophisticated means.

iv. Pursuant to U.S.S.G. § 2Bl.l(b)(14), a 4-level increase applies because the Defendant knew or intended that the offense would be benefit a foreign government, foreign instrumentality, or foreign agent.

v. Pursuant to U.S.S.G. § 3B1.3, a 2-level increase applies because the Defendant abused a position of public or private trust, or used a special

skill, in a manner that significantly facilitated the commission or concealment of the offense.

c) The Defendant understands that the U.S. Probation Office will conduct a pre-sentence investigation and provide a non-binding recommendation to the District Court (in the form of a presentencing investigation report, or PSR) as to the applicable advisory sentencing guidelines range. The Defendant understands that the PSR is not binding on the District Court and that the parties may, if necessary, object to any and all portions of the PSR prior to sentencing, other than the guidelines agreed upon by the parties above. The Defendant further understands that the District Court has an independent obligation to calculate the applicable advisory sentencing guidelines range. The parties are free to present evidence and argument regarding an appropriate sentence, provided that such evidence and argument are not inconsistent with the terms of Paragraph 8 of this Plea Agreement. The Defendant further understands that by agreeing that the attached Statement of Facts is true and correct, she is precluded from later challenging or otherwise contesting any of the conduct described therein, and as such she will be held to, at a minimum, the facts admitted in the Statement of Facts.

d) A term of supervised release as determined by the Court;

e) Conditions of supervised release as determined by the Court, but which include the following:

i. A condition requiring that the Defendant's Probation Officer must approve of any employment that she has in the United States during the term of her supervised release; and

ii. A condition requiring that, during the term of her supervised release, any entity that employs the Defendant be notified of her convictions in Count 1 and Count 5 of the Indictment;

f) A fine to be determined by the Court;

g) Restitution as determined by the Court pursuant to the agreement contained in Paragraph 9 of this Plea Agreement; and

h) A $200 mandatory special assessment.

For purposes of calculating the guidelines, the USAO does not oppose a 2-level reduction in offense level pursuant to U.S.S.G. § 3E1.1 based upon the Defendant's acceptance of responsibility, provided that the Defendant's conduct continues to demonstrate compliance with the terms of § 3E1.1. The Defendant may be entitled to an additional 1-level decrease pursuant to U.S.S.G. § 3E1.1(b) in recognition of the Defendant's timely notification of her intention to plead guilty. The Court maintains discretion to determine all other aspects of the sentence.

9. **Additional Obligations of the Defendant:**

The Defendant agrees to use her best efforts to assist Nationwide Children's Hospital in recovering Trade Secret 1, if requested by Nationwide Children's Hospital.

Restitution

Pursuant to 18 U.S.C. § 3663A, the Defendant agrees to pay restitution as determined by the Court. The Defendant understands that the parties and any victim may present evidence and argument concerning the appropriate amount of restitution, and further understands that the appropriate amount of restitution may be different than the amount of loss for purposes of calculating the sentencing guidelines range and may be different than the amount of the forfeiture money judgment. The Defendant acknowledges that the Court shall determine a monthly payment schedule. Such payments will be completed within the period of her supervised release. In the event the Defendant is unable to pay completely the total amount of restitution owed prior to termination of the supervised release period, she agrees to make regular monthly payments toward such liability.

In furtherance of this agreement:

If so requested by the USAO, the Defendant will promptly submit a completed financial statement to the USAO. The Defendant will acknowledge that such financial statement and disclosures will be complete, accurate, and truthful;

The Defendant expressly authorizes the USAO and any agency designated by the USAO to obtain a credit report on the Defendant;

If requested by the USAO, the Defendant will promptly execute authorizations to permit the USAO or its designated agency to obtain financial and tax records of the Defendant.

The USAO agrees to support the restoration of forfeited assets to any victim of Counts 1 and 5, consistent with any restitution requirements ordered by the Court.

Forfeiture

In accordance with 18 U.S.C. §§ 1834 and 2323 and/or 18 U.S.C. § 981(a)(1)(C), along with 28 U.S.C. § 2461(c), the Defendant agrees to voluntarily surrender for forfeiture to the United States all of her right, title, and interest in any intellectual property involved in the crimes to which she now pleads guilty, including any intellectual property referred to in the allegations in the Indictment, and any intellectual property developed during, or related to, her employment at Nationwide Children's Hospital.

The Defendant further agrees, in accordance with 18 U.S.C. §§ 1834 and 2323 and/or 18 U.S.C. § 981(a)(1)(C), along with 28 U.S.C. § 2461(c), to voluntarily surrender for forfeiture to the United States all of her right, title, and interest in all property used, or intended to be used, in any manner or part to commit or facilitate the commission of the offenses of 18 U.S.C. § 1832 to which she has agreed to plead guilty, and any property constituting or derived from any proceeds obtained directly or indirectly as a result of the commission of the offenses of 18 U.S.C. § 1832 and/or 18 U.S.C. § 1349, including but not limited to the following:

a. All of the Defendant's rights to receive a $450,000.00 cash payment from GenExosome Technologies, Inc., as a result of the "Stock Purchase Agreement" made and entered into as of October 25, 2017, between GenExosome Technologies, Inc., and Defendant Yu Zhou, and Beijing Jieteng (GenExosome) Biotech Co. Ltd;

b. 500,000 shares of common stock of Avalon GloboCare Corp;

c. 400 shares of common stock of GenExosome Technologies, Inc.; and

d. $1,445,908.97 in United States currency in the form of a forfeiture money judgment.

The Defendant agrees that the forfeiture money judgment represents a conservative estimate of the amount of proceeds that she received, and benefited from as a result of the offense to which she has agreed to plead guilty, in addition to the other property listed herein. The Defendant agrees to the entry of an Order of Forfeiture forfeiting the above-listed property to the United States, including entry of the forfeiture money judgment against her, collectively "the subject property." The Defendant agrees that, in accordance with 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 2323(b) and 28 U.S.C. § 2461(c), the United States is entitled to forfeit any of her property up to the value of the subject property as substitute assets. She further agrees to take all steps deemed necessary by the United States in connection with locating, seizing, forfeiting, and disposing of the subject property, and any substitute assets, and, if requested, will provide the United States with all of her financial information and/or participate in a debtor's examination to assist in this process.

The Defendant understands that forfeiture of the subject property will be part of the sentence imposed upon her in this case, and waives any failure by the Court to advise her of this, as required by Federal Rule of Criminal Procedure 11(b)(1)(J), during the change-of-plea hearing. The Defendant further waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of forfeiture in the charging instrument, announcement of the forfeiture in her presence at sentencing, and incorporation of the forfeiture in the judgment.

10. **Obligations of the USAO**: The USAO will not further prosecute the Defendant for conduct prior to the date of this Plea Agreement that was part of the same course of

criminal conduct described in the Indictment and that was known by the USAO at the time of the execution of this Plea Agreement. The USAO agrees to the dismissal of any remaining counts of the Indictment against the Defendant at the entry of the final judgment. This Agreement does not bind any other local, state, or federal prosecutions.

11. **Waiver of Appeal**: In exchange for the concessions made by the USAO in this Plea Agreement, the Defendant waives the right to appeal the conviction and sentence imposed, except if the sentence imposed exceeds the statutory maximum. Defendant also waives the right to attack her conviction or sentence collaterally, such as by way of a motion brought under 28 U.S.C. § 2255 and 18 U.S.C. § 3582. However, this waiver shall not be construed to bar a claim by the Defendant of ineffective assistance of counsel or prosecutorial misconduct.

12. **Hyde Amendment:** The Defendant agrees that she is not a "prevailing party" as these terms are used in the Hyde Amendment (set forth as a statutory note under 18 U.S.C. § 3006A) and waives any and all rights she may have under that statute.

13. **Freedom of Information Act**: The Defendant waives all rights under the Freedom of Information Act relating to her investigation and prosecution and agrees not to file any request for documents. The Defendant also waives all rights she may have under the Privacy Act of 1974, which prohibits the disclosure of records contained in a system of records without her written request or consent.

14. **Acceptance of Plea Agreement:** The Defendant understands that the Court may accept this Plea Agreement, reject it, or defer a decision until the Court has reviewed the presentence investigation report. If the Court accepts this Plea Agreement, it will be bound by the sentencing disposition agreed by the parties herein, which will be included in the judgment of conviction. If the Court rejects this Plea Agreement, the Defendant will have an opportunity to withdraw her guilty plea. If the Court rejects this plea agreement, and if the Defendant's guilty plea is not withdrawn, the Court may dispose of this case less favorably toward the Defendant than this Plea Agreement contemplates, including by imposing up to the maximum statutory penalties.

15. **Violation of Plea Agreement**: The Defendant agrees to abide by the terms of this Agreement, including all of the conditions listed in U.S.S.G. § 3E1.1. The Defendant understands that in the event she violates this Agreement, the USAO will be relieved of all of its obligations under this Agreement and may institute any charges or sentencing recommendations that would otherwise be prohibited by this Agreement, and the Defendant will not be relieved of any of her obligations under the Plea Agreement. Further, the Defendant understands and agrees that if she violates this Agreement or it is voided for any reason, the Defendant waives all defenses based upon the statute of limitations and the Speedy Trial Act as to any charges that are part of the same course of criminal conduct described in the Indictment.

16. **Defendant's Acknowledgment:** The Defendant acknowledges that she has read and understands this Plea Agreement; that she accepts this Plea Agreement knowingly and voluntarily and not as a result of any force, threats, or promises, other than the promises

in this Plea Agreement; that she has conferred with her attorneys regarding this Plea Agreement and the facts and circumstances of her case, including the applicable law and potential defenses, and that she is fully satisfied with the representation, advice, and other assistance of her attorneys in this case.

17. **Entire Agreement**: This Agreement, along with any attachment(s), is the complete agreement between the parties. It supersedes all other promises, representations, understandings, and agreements between the parties.

DAVID M. DEVILLERS
UNITED STATES ATTORNEY

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I have read this Agreement and carefully reviewed every part of it with my attorneys. I understand it, I voluntarily agree to it, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorneys.

04-02-20
Date

Li Chen
LI CHEN
Defendant

We are Li Chen's attorneys. We have carefully reviewed every part of this Agreement with the Defendant, who advises us that she understands and accepts its terms. To our knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

4-2-20
Date

STEVEN S. NOLDER (0037795)
Attorney for Li Chen

4-2-20
Date

Robert Hazzard by Steven S. Nolder
ROBERT S. HAZZARD
Attorney for Li Chen

ATTACHMENT A:
STATEMENT OF FACTS

The United States and Defendant Li Chen stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case had proceeded to trial.

LI CHEN stipulates and agrees that if this case proceeded to trial, the United States would prove each allegation in the Indictment beyond a reasonable doubt. Each allegation in the Indictment is incorporated to this Statement of Facts by reference.

LI CHEN and Yu Zhou both worked for ten years as researchers in two laboratories at Nationwide Children's Hospital (the Hospital or NCH), in Columbus, Ohio, and both conducted cutting-edge exosome research—Zhou from 2007–2017 regarding necrotizing enterocolitis, an intestinal disease found in premature babies, and CHEN from 2008–2018 regarding liver fibrosis. Their work centered on exosomes, small membrane-bound sacs produced by human cells that carry cell-derived components such as RNA, microRNA, and DNA. Research scientists in this area have come to understand exosomes as crucial to the identification and treatment of a range of medical conditions, including necrotizing enterocolitis, liver fibrosis, liver cancer, oral leukoplakia, oral cancer, endometriosis, and ovarian cancer. Exosomes are also some of the smallest types of extracellular vesicles, ranging in diameter between 30 and 150 nanometers. To be utilized fully for research, disease identification, and treatment, exosomes must first be separated from other non-exosome components in a process known as exosome isolation.

During CHEN and Zhou's tenure at the Hospital, NCH took reasonable measures to protect its cutting-edge intellectual property and trade secrets regarding exosomes. Those reasonable measures included, but were not limited to, the following: restricting physical access to research labs, including those where CHEN and Zhou worked, to key-card access by a small number of individuals; requiring its employees to wear identification badges to limit access to restricted areas; mandating that visitors to NCH facilities sign in and wear identification badges; and requiring its employees to be advised of, and trained regularly on, Hospital policies stating that NCH owned any intellectual property developed by its employees, and mandating that employees disclose to the Hospital patents and copyrights, financial conflicts of interest, and any work engaged in by NCH employees outside of NCH.

Zhou left the Hospital abruptly in late 2017, and CHEN left in early 2018. Subsequent investigation demonstrated that, over a number of years prior to their departure from NCH, CHEN and Zhou worked together to steal proprietary information, as well as no fewer than five trade secrets from the Hospital—all regarding sensitive, nonpublic information, analysis, images, and methodologies related to cutting-edge exosome and exosome-isolation research in the areas of, among others, liver fibrosis and necrotizing enterocolitis. They were trade secrets in that they were valuable information that the owner—namely, the Hospital—had taken reasonable measures to keep secret and that had independent economic value from the fact that they were secret and could not be readily ascertained by the public.

For example, during CHEN's tenure at NCH, the NCH lab where Zhou worked developed Trade Secret 1, a novel method developed at NCH that allowed the isolation of

exosomes from serum samples as small as 20 microliters, or one drop of blood. The method underlying Trade Secret 1 has not yet been released publicly. Trade Secret 1 was then, and remains, the exclusive property of NCH. Moreover, neither the Hospital nor the Defendants were aware that any other lab conducting exosome research could isolate exosomes from such a small sample size of serum. The method, which Zhou helped to develop, was valuable because it allowed NCH to utilize exosomes from miniscule amounts of fluid in furtherance of necrotizing enterocolitis research. Necrotizing enterocolitis is a condition found primarily in premature babies, from whom only small amounts of fluid can safely be taken. CHEN knew about the method because the researchers in each lab often worked together to help the lab heads move the research forward, and because she also worked extensively in the area of exosome isolation, particularly as it pertained to liver fibrosis. After CHEN and Zhou stole Trade Secret 1, the Hospital was no longer able to isolate exosomes from such a small amount of fluid, which has harmed the Hospital's ability to conduct its research into necrotizing enterocolitis.

From approximately 2013 until their departure from NCH, CHEN and Zhou worked to steal and then monetize Trade Secret 1. They did so, for example, by creating and selling their own "isolation kits" that could purportedly put the isolation technique encapsulated within Trade Secret 1 into a commercially viable form. In approximately 2015, in China they started Company 1, an outside exosome-isolation company about which the Hospital was unaware. Through that company, CHEN and Zhou received benefits from People's Republic of China (PRC) Government institutions and programs, including the National Natural Science Foundation of China and the State Administration of Foreign Expert Affairs. And in the summer of 2017, CHEN and Zhou also came to be involved in the formation of Company 3, a start-up biotechnology company that aimed to conduct business related to exosome-based diagnostic and therapeutic products.

For her part, CHEN advanced the scheme in several ways. CHEN used Hospital time, resources, and equipment to generate information and marketing material related to Company 1, and to outside companies with which CHEN and Zhou were either affiliated or owned, all of which the Hospital was unaware. CHEN engaged in substantial unauthorized and improper email traffic. While working for NCH, CHEN regularly sent emails to herself and to Zhou regarding: Company 3's marketing material, NCH's proprietary exosome images, information and analysis related to proprietary exosome research conducted by NCH, exosome-related conferences that CHEN and Zhou ultimately organized or attended in violation of NCH policies and without NCH knowledge, and Company 1's exosome-related operations. For example, after Zhou's abrupt exit from NCH in 2017, CHEN utilized the Hospital's equipment to generate exosome images and analysis that she then sent via email to herself and to Zhou. The images and sets of analyses sometimes included the name of Company 3 in the file's naming convention, and, on at least on two occasions, ended up in Company 3 marketing material regarding Company 3's exosome-isolation kits.

CHEN and Zhou benefitted financially from their conduct. In October of 2017, while still working for NCH, and in derogation of the Hospital's employment policies, CHEN and Zhou reached an agreement with Company 2, an American publicly traded company. In exchange for any exosome-related intellectual property, in particular exosome-isolation intellectual property CHEN and Zhou claimed they owned, CHEN and Zhou would receive $876,087.00 in U.S. currency, 500,000 shares of Company 2's common stock, and 400 shares of common stock of Company 3. (Company 2 valued each share at $4.55 when CHEN and Zhou

received them; when Company 2's shares were first traded publicly on November 5, 2018, they closed at approximately $2.78; on January 28, 2019, they closed at $5.42 per share; and on July 29, 2019, they closed a $2.03 per share.) In addition, CHEN and Zhou agreed to sell to Company 3 all their shares of stock in Company 1 for $450,000. In total, CHEN and Zhou received the $876,087, as well as $350,000 of the promised $450,000, in addition to at least $219,821.97 in other payments related to the scheme from, among other entities, Company 2 and Company 3, all for a total of $1,445,908.97. CHEN and Zhou misrepresented to Company 2 that CHEN and Zhou owned the exosome-isolation intellectual property that was part of the agreement with Company 2. In addition to benefitting from the agreement with Company 2, CHEN and Zhou also submitted grant applications regarding exosome research to the National Natural Science Foundation of China; received funds for serving as foreign experts from the State Administration of Foreign Expert Affairs; and applied to multiple PRC Government talent plans, a method used by the PRC Government to transfer foreign research and technology to the PRC.

CHEN took these actions knowingly and willfully. For example, on or about July 14, 2017, CHEN sent an email from her NCH account to Zhou at his personal email account. Attached to the email was a Word document that included language from NCH's employment policies regarding NCH's ownership of discoveries and/or inventions developed by anyone employed by NCH, as well as NCH's ownership of patents and copyrights related to research conducted at NCH. In addition, when she was hired, CHEN signed a Confidentiality and Security Agreement restricting the use of all confidential information to the performance of employment duties related to NCH. Moreover, NCH's practice required researchers to inform their lab heads of attendance at any outside conferences. Despite following this practice a number of times over her 10 years at NCH, CHEN and Zhou organized and/or attended at least two exosome conferences without telling NCH. As another example, NCH's employee handbook: required employees to disclose, among other things, patents and patent applications to NCH; prohibited publication and disclosure of inventions deriving from work at NCH without NCH authorization; made clear NCH owned all intellectual property developed or invented by its employees, including, unless otherwise stated by NCH or policy, any technical discoveries, inventions, and non-academic work of employees using NCH facilities; and required disclosure of outside business interests. CHEN violated all of these policies—despite NCH's reasonable measures, despite certifying her understanding of them when hired, despite receiving ongoing intellectual property/integrity training during her tenure at NCH, and despite working as one of her lab head's most trusted researchers and employees for 10 years.

The Defendant, LI CHEN, now admits that she did knowingly, voluntarily, willfully and unlawfully conspire with others to commit the crime of Theft of Trade Secrets, in violation of 18 U.S.C. § 1832(a)(5); that she conspired to convert NCH's trade secrets for her economic benefit; that she knew that NCH treated the information she conspired to convert as secret, and that the information was taken from NCH without authorization; that she knew the offense would injure NCH; and that the information was related to a product or service used or intended for use in interstate or foreign commerce. The Defendant also admits that she did knowingly, voluntarily, willfully and unlawfully conspire with others to commit the crime of Wire Fraud, in violation of 18 U.S.C. § 1349. The Defendant, LI CHEN, further now admits that a member of each conspiracy did take at least one overt act, including those described herein, for the purpose of advancing or helping each of the conspiracies, and that either the agreement, or one of the overt

acts, took place here in the Southern District of Ohio on or about the dates alleged in the Indictment.

* * *

I have read the Statement of Facts and have carefully reviewed it with my attorneys. I acknowledge that it is true and correct.

04-02-20
Date

LI CHEN
Defendant

We are LI CHEN's attorneys. We have carefully reviewed the Statement of Facts with her.

4-2-20
Date

STEVEN S. NOLDER (0037795)
Attorney for Li Chen

4-2-20
Date

ROBERT S. HAZZARD
Attorney for Li Chen