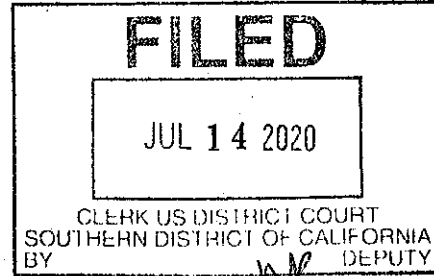


1 ROBERT S. BREWER, JR.
United States Attorney
2 EMILY W. ALLEN (Ca. Bar No. 234961)
ANDREW P. YOUNG (Ill. Bar No. 6284303)
3 OLEKSANDRA JOHNSON (Ca. Bar No. 265442)
Assistant United States Attorneys
4 Federal Office Building
880 Front Street, Room 6293
5 San Diego, California 92101-8893
Telephone: (619) 546-9738
6 Email: emily.allen@usdoj.gov



7 Attorneys for United States of America

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

Case No. 19CR2955-BAS

11 v.

12 ALEXANDER AVERGOON,

PLEA AGREEMENT

13 Defendant.
14

15
16 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,
17 through its counsel, Robert S. Brewer, United States Attorney, and Emily W. Allen, Andrew
18 P. Young, and Oleksandra Johnson, Assistant U.S. Attorneys, and Defendant
19 ALEXANDER AVERGOON, with the advice and consent of Adam F. Doyle, counsel for
20 Defendant, as follows:

21 I

22 THE PLEA

23 Defendant agrees to plead guilty to Counts One, Fifteen, and Sixteen of the
24 Indictment charging Defendant, in Count One, with Wire Fraud, in violation of Title 18,
25 United States Code Section 1343; in Count Fifteen, with Aggravated Identity Theft, in
26 violation of Title 18, United States Code, Section 1028A; and in Count Sixteen, with Money
27 Laundering, in violation of 18 U.S.C. § 1956(a)(1)(B)(i), and consents to the forfeiture
28

1 allegations of the Indictment. In addition, Defendant agrees to the terms of the attached
2 financial addendum.

3 In exchange, the United States agrees that it will move to dismiss Counts Two
4 through Fourteen and Counts Seventeen through Fifty of the Indictment at sentencing, and
5 agrees that it will not further prosecute Defendant for the conduct outlined in the "Factual
6 Basis" and "Factual Basis Addendum" sections of this plea agreement, unless Defendant
7 breaches the plea agreement or the guilty plea entered pursuant to this plea agreement is set
8 aside for any reason. Defendant expressly waives all constitutional and statutory defenses
9 to the initiation of any charges based on conduct outlined in the "Factual Basis" and "Factual
10 Basis Addendum" that the United States did not bring pursuant to this plea agreement.

11
12 **II**

13 **NATURE OF THE OFFENSE**

14 **A. ELEMENTS EXPLAINED**

15 The offenses to which Defendant is pleading guilty have the following elements:

16 **Wire Fraud**

- 17 1. The defendant knowingly devised or participated in a scheme or plan to
- 18 defraud, or a scheme or plan for obtaining money or property by means of false
- 19 or fraudulent pretenses, representations, or promises;
- 20 2. The statements made or facts omitted as part of the scheme were material; that
- 21 is, they had a natural tendency to influence, or were capable of influencing, a
- 22 person to part with money or property;
- 23 3. The defendant acted with the intent to defraud, that is, the intent to deceive or
- 24 cheat; and
- 25 4. The defendant used, or caused to be used, an interstate wire communication to
- 26 carry out or attempt to carry out an essential part of the scheme.

26 **Aggravated Identity Theft**

- 27 1. The defendant knowingly used without legal authority a means of
- 28 identification of another person;



- 1 2. The defendant knew that the means of identification belonged to a real person;
2 and
- 3 3. The defendant did so during and in relation to a felony violation of 18 U.S.C.
4 §§ 1341 or 1343.

5 Money Laundering

- 6 1. The defendant conducted a financial transaction involving property that
7 represented the proceeds of wire fraud;
- 8 2. The defendant knew that the property represented the proceeds of some form
9 of unlawful activity; and
- 10 3. The defendant knew that the transaction was designed in whole or in part to
11 conceal or disguise the nature, location, source, ownership, or control of the
12 proceeds.

13 As to the forfeiture, the United States would have to prove by a preponderance of the
14 evidence that the property it seeks to forfeit represents the proceeds received directly or
15 indirectly from the commission of the offense, or are substitute property for the proceeds.

16 **B. ELEMENTS UNDERSTOOD AND ADMITTED – FACTUAL BASIS**

17 Defendant has fully discussed the facts of this case with defense counsel. Defendant
18 has committed each element of the crime and admits that there is a factual basis for this
19 guilty plea. The facts set forth in the attached Factual Basis Addendum are true and
20 undisputed, and the addendum is incorporated herein. In addition, the following facts are
21 true and undisputed:

22 1. Between approximately 2011 and 2016, Defendant fraudulently obtained
23 approximately \$12 million in investment funds from victims, of which he repaid
24 approximately \$3 million in investment returns and dividends. Accordingly, the parties
25 agree that for purposes of U.S.S.G. §2B1.1(b)(1)(J), the total loss resulting from the
26 Fraudulent Property Purchase Scheme and the Fraudulent Short-Term Loan Scheme, which
27 should be considered part of the relevant conduct for sentencing purposes, is approximately
28 \$9 million.

2. In addition to the \$9 million in losses from the Fraudulent Property Purchase



1 Scheme and the Fraudulent Short-Term Loan Scheme, Defendant's assistance in the Tax
2 Fraud with Y.G., Government Benefits and Grants Fraud, and False Loan Qualifications
3 schemes set forth in the Factual Basis Addendum caused additional losses to the IRS,
4 FEMA, Cal OES, and others, and that for sentencing purposes, the total loss resulting from
5 all relevant conduct is \$9.5 million.

6 3. Defendant's offenses involved more than 10 victims.

7 **III**

8 **PENALTIES**

9 The crimes to which Defendant is pleading guilty carry the following penalties:

10 Count 1 – Wire Fraud:

- 11 A. a maximum 20 years in prison;
- 12 B. a maximum \$250,000 fine, or twice the gross loss caused by or twice the gross
13 gain resulting from the offense;
- 14 C. a mandatory special assessment of \$100;
- 15 D. a term of supervised release of up to 3 years; and
- 16 E. an order from the court pursuant to Title 18, United States Code, Section
17 3663A, that Defendant make mandatory restitution to the victims of the offense
of conviction, or the estates of the victims.

18 Count 15 – Aggravated Identity Theft:

- 19 A. a minimum mandatory 2 years in prison consecutive to the sentence for the
20 underlying felony conviction;
- 21 B. a maximum \$250,000 fine;
- 22 C. a mandatory special assessment of \$100;
- 23 D. a term of supervised release of up to 1 year.

24 Count 16 – Money Laundering:

- 25 A. a maximum 20 years in prison;
- 26 B. a maximum \$500,000 fine, or twice the value of the property involved in the
transaction, whichever is greater;
- 27 C. a civil penalty of no more than the greater of the value of the property, funds,
28 or monetary instruments involved in the transaction, or \$10,000;

1 D. a mandatory special assessment of \$100; and

2 F. a term of supervised release of up to 3 years.

3 Defendant understands that failure to comply with any condition of supervised
4 release may result in revocation of supervised release, requiring Defendant to serve in
5 prison, upon revocation, all or part of the statutory maximum term of supervised release.

6 In addition, Defendant may be subject to forfeiture of all property, real and personal,
7 which constitutes or is derived from proceeds traceable to the offenses.

8 Defendant further understands that by pleading guilty, Defendant may become
9 ineligible for certain federal benefits.

10 IV

11 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**
12 **UNDERSTANDING OF CONSEQUENCES**

13 This guilty plea waives Defendant's right at trial to:

- 14 A. Continue to plead not guilty and require the United States to prove the elements
of the crime beyond a reasonable doubt;
- 15 B. A speedy and public trial by jury;
- 16 C. The assistance of counsel at all stages;
- 17 D. Confront and cross-examine adverse witnesses;
- 18 E. Testify and present evidence and to have witnesses testify on behalf of
19 Defendant; and,
- 20 F. Not testify or have any adverse inferences drawn from the failure to testify.

21 V

22 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED**
23 **WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

24 The United States will provide Defendant any information establishing the factual
25 innocence of Defendant known to the undersigned prosecutor in this case, and will continue
26 to provide such information to Defendant.

27 If this case proceeded to trial, the United States would be required to provide
28 impeachment information for its witnesses. In addition, if Defendant raised an affirmative



1 defense, the United States would be required to provide information in its possession that
2 supports such a defense. By pleading guilty Defendant will not be provided this information,
3 if any, and Defendant waives any right to this information. Defendant will not attempt to
4 withdraw the guilty plea or to file a collateral attack based on the existence of this
5 information.

6 VI

7 **DEFENDANT'S REPRESENTATION THAT GUILTY**
8 **PLEA IS KNOWING AND VOLUNTARY**

9 Defendant represents that:

- 10 A. Defendant has had a full opportunity to discuss all the facts and circumstances
11 of this case with defense counsel and has a clear understanding of the charges
12 and the consequences of this plea. By pleading guilty, Defendant may be
13 giving up, and rendered ineligible to receive, valuable government benefits and
14 civic rights, such as the right to vote, the right to possess a firearm, the right to
15 hold office, and the right to serve on a jury. The conviction in this case may
16 subject Defendant to various collateral consequences, including but not limited
17 to revocation of probation, parole, or supervised release in another case;
debarment from government contracting; and suspension or revocation of a
professional license, none of which can serve as grounds to withdraw
Defendant's guilty plea.
- 18 B. No one has made any promises or offered any rewards in return for this guilty
19 plea, other than those contained in this agreement or otherwise disclosed to the
Court.
- 20 C. No one has threatened Defendant or Defendant's family to induce this guilty
21 plea.
- 22 D. Defendant is pleading guilty because Defendant is guilty and for no other
23 reason.

24 VII

25 **AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE**
26 **SOUTHERN DISTRICT OF CALIFORNIA**

27 This plea agreement is limited to the United States Attorney's Office for the Southern
28 District of California, and cannot bind any other authorities in any type of matter, although

1 the United States will bring this plea agreement to the attention of other authorities if
2 requested by Defendant.

3 **VIII**

4 **APPLICABILITY OF SENTENCING GUIDELINES**

5 The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a).
6 In imposing the sentence, the sentencing judge must consult the United States Sentencing
7 Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines
8 with defense counsel and understands that the Guidelines are only advisory, not mandatory.
9 The Court may impose a sentence more severe or less severe than otherwise applicable
10 under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot
11 be determined until a presentence report is prepared by the U.S. Probation Office and
12 defense counsel and the United States have an opportunity to review and challenge the
13 presentence report. Nothing in this plea agreement limits the United States' duty to provide
14 complete and accurate facts to the district court and the U.S. Probation Office.

15 **IX**

16 **SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

17 This plea agreement is made pursuant to Federal Rule of Criminal Procedure
18 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may
19 impose the maximum sentence provided by statute. It is uncertain at this time what
20 Defendant's sentence will be. The United States has not made and will not make any
21 representation about what sentence Defendant will receive. Any estimate of the probable
22 sentence by defense counsel is not a promise and is not binding on the Court. Any
23 recommendation by the United States at sentencing also is not binding on the Court. If the
24 sentencing judge does not follow any of the parties' sentencing recommendations,
25 Defendant will not withdraw the plea.

26 //

27 //

28 //

X

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the Guidelines are only advisory and just one factor the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments, and Departures:

- 1. Base Offense Level [§2B1.1(a)(1)].....7
- 2. Loss is more than \$3,500,000 but not more than \$9,500,000 [§2B1.1(b)(1)(J)] +18
- 3. More Than 10 Victims [§ 2B1.1(b)(2)(A)] +2
- 4. Money Laundering Conviction [§ 2S1.1(b)(2)(B)] +2
- 5. Acceptance of Responsibility [§3E1.1(b)] -3
- 6. Combination of Factors [§5K2.0].....-2*
- 7. Total offense level.....24

* The parties agree to jointly recommend a two-level variance to the applicable sentencing Guidelines range in light of Defendant's expedited resolution of the case, including his extradition and guilty plea.

B. ACCEPTANCE OF RESPONSIBILITY

Despite paragraph A above, the United States will not be obligated to recommend an adjustment for acceptance of responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility, including, but not limited to, the following:

- 1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
- 2. Falsely denies prior criminal conduct or convictions;
- 3. Is untruthful with the United States, the Court or probation officer; or
- 4. Breaches this plea agreement in any way.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

Defendant may request or recommend additional downward adjustments, departures, or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The United States may oppose any downward adjustments, departures, or variances not set forth in Paragraph A above.

D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

The parties have no agreement as to Defendant's Criminal History Category.

E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

The facts in the "factual basis" paragraph of this agreement are true and may be considered as "relevant conduct" under USSG §1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

The United States will recommend that Defendant be sentenced within the advisory guideline range as calculated by the United States pursuant to this agreement.

G. SPECIAL ASSESSMENT, FINE, RESITUTION, AND FORFEITURE

The parties will jointly recommend that Defendant pay a special assessment in the amount of \$300 to be paid forthwith at time of sentencing. Special assessments shall be paid through the office of the Clerk of the District Court by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

The provisions of the attached financial addendum shall govern fine, forfeiture and restitution in this case.

H. PROBATION OR SUPERVISED RELEASE

If the Court imposes a term of probation or supervised release, Defendant will not seek to reduce or terminate early the term of probation or supervised release until Defendant has served at least 2/3 of the term and has fully paid and satisfied any special assessments, fine, criminal forfeiture judgment, and restitution judgment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

Defendant waives (gives up) all rights to appeal and to collaterally attack every aspect of the conviction and sentence, including any lawful restitution and forfeiture orders. The only exceptions are 1) Defendant may appeal a custodial sentence above the high end of the guideline range recommended by the United States at sentencing, and 2) Defendant may collaterally attack the conviction or sentence on the basis that Defendant received ineffective assistance of counsel. If Defendant believes the United States' recommendations at sentencing are not in accord with this plea agreement, Defendant will object at the time of sentencing; otherwise the objection will be deemed waived. If Defendant appeals, the United States may support on appeal the sentence or restitution order actually imposed.

XII

BREACH OF THE PLEA AGREEMENT

Defendant and Defendant's attorney know the terms of this agreement and shall raise, before the sentencing hearing is complete, any claim that the United States has not complied with this agreement. Otherwise, such claims shall be deemed waived (that is, deliberately not raised despite awareness that the claim could be raised), cannot later be made to any court, and if later made to a court, shall constitute a breach of this agreement.

Defendant breaches this agreement if Defendant violates or fails to perform any obligation under this agreement. The following are non-exhaustive examples of acts constituting a breach:

1. Failing to plead guilty pursuant to this agreement;
2. Failing to fully accept responsibility or cooperate as established in Section X, paragraph B, above;
3. Failing to appear in court;
4. Attempting to withdraw the plea;
5. Failing to abide by any court order related to this case;

- 1 6. Appealing (which occurs if a notice of appeal is filed) or collaterally
2 attacking the conviction or sentence in violation of Section XI of this
3 plea agreement; or
- 4 7. Engaging in additional criminal conduct from the time of arrest until the
5 time of sentencing.

6 If Defendant breaches this plea agreement, Defendant will not be able to enforce any
7 provisions, and the United States will be relieved of all its obligations under this plea
8 agreement. For example, the United States may proceed to sentencing but recommend a
9 different sentence than what it agreed to recommend above. Or the United States may
10 pursue any charges including those that were dismissed, promised to be dismissed, or not
11 filed as a result of this agreement (Defendant agrees that any statute of limitations relating
12 to such charges is tolled indefinitely as of the date all parties have signed this agreement;
13 Defendant also waives any double jeopardy defense to such charges). In addition, the United
14 States may move to set aside Defendant's guilty plea. Defendant may not withdraw the
15 guilty plea based on the United States' pursuit of remedies for Defendant's breach.

16 Additionally, if Defendant breaches this plea agreement: (i) any statements made by
17 Defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a
18 District Judge); (ii) the factual basis statement in Section II.B in this agreement; and (iii)
19 any evidence derived from such statements, are admissible against Defendant in any
20 prosecution of, or any action against, Defendant. This includes the prosecution of the
21 charge(s) that is the subject of this plea agreement or any charge(s) that the prosecution
22 agreed to dismiss or not file as part of this agreement, but later pursues because of a breach
23 by the Defendant. Defendant knowingly, voluntarily, and intelligently waives any argument
24 that the statements and any evidence derived from the statements should be suppressed,
25 cannot be used by the United States, or are inadmissible under the United States
26 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
27 Federal Rules of Criminal Procedure, and any other federal rule.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XIII

CONTENTS AND MODIFICATION OF AGREEMENT

This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral. No modification of this plea agreement shall be effective unless in writing signed by all parties.

XIV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, Defendant certifies that Defendant has read it. Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


XV

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.


ROBERT S. BREWER, JR.
United States Attorney

DATED: July 8, 2020



EMILY W. ALLEN
ANDREW P. YOUNG
OLEKSANDRA JOHNSON
Assistant U.S. Attorneys

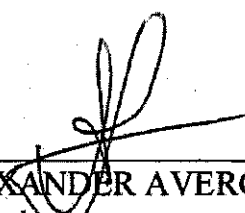
DATED: 3.5.20



ADAM F. DOYLE
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE AND THE FACTUAL BASIS ADDENDUM ARE TRUE.

DATED: March 5th, 2020



ALEXANDER AVERGOON
Defendant



FILED

JUL 14 2020

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *[Signature]* DEPUTY

FINANCIAL ADDENDUM TO PLEA AGREEMENT

(UNITED STATES v. ALEXANDER AVERGOON)

Defendant's conviction will include financial penalties such as a forfeiture, fine, and restitution. This Financial Addendum is incorporated into and part of Defendant's plea agreement, and the additional terms and warnings below apply.

A. Forfeiture

i. In addition to the penalties outlined in the plea agreement, upon conviction of the wire fraud offense in Count One, federal law states Defendant must forfeit to the United States under Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461 any property, real or personal, which constitutes or is derived from proceeds traceable to the wire fraud in violation of Title 18, United States Code, Section 1343. Additionally, under Title 18, United States Code, Section 982(a)(1)(C), upon conviction of the money laundering offense in Count Sixteen, Defendant must forfeit to the United States any property, real or personal, involved in the money laundering in violation of 18 U.S.C. § 1956(a)(1)(B)(i), and any property traceable to such property.

ii. Property Subject to Forfeiture. Defendant agrees to forfeit to the United States all proceeds he obtained in the amount of \$5,205,234.41, which shall be included in the judgment in this case. Defendant acknowledges that the forfeiture in this amount represents the moneys subject to forfeiture to the United States as proceeds of illegal conduct in violation of Title 18, United States Code, Sections 1343 and 1956.

iii. Defendant consents and agrees to the immediate entry of a preliminary order of forfeiture upon entry of the guilty plea. Defendant agrees that upon entry of the preliminary order of forfeiture, such order shall be final as to Defendant. Defendant agrees to immediately withdraw any claims in pending administrative or civil forfeiture proceedings to properties seized in connection with this case that are directly or indirectly related to the criminal conduct. Defendant agrees to execute all documents requested by

Def. Initials

[Handwritten Signature]

1 the Government to facilitate or complete the forfeiture process. Defendant further agrees
2 not to contest, or to assist any other person or entity in contesting, the forfeiture of property
3 seized in connection with this case. Contesting or assisting others in contesting the
4 forfeiture shall constitute a material breach of the plea agreement, relieving the Government
5 of all its obligations under the agreement including but not limited to its agreement to
6 recommend an adjustment for Acceptance of Responsibility.

7 iv. Defendant consents and agrees to the entry of orders of forfeiture for
8 such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and
9 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the
10 forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant
11 understands that the forfeiture of assets is part of the sentence that may be imposed in this
12 case and waives any failure by the Court to advise defendant of this, pursuant to Rule
13 11(b)(1)(J), at the time the Court accepts the guilty plea(s).

14 v. Defendant agrees to take all steps as requested by the United States to
15 pass clear title to forfeitable assets to the United States and to testify truthfully in any
16 judicial forfeiture proceeding.

17 vi. Defendant agrees that the forfeiture provisions of this plea agreement
18 are intended to, and will, survive defendant, notwithstanding the abatement of any
19 underlying criminal conviction after the execution of this agreement. The forfeitability of
20 any particular property pursuant to this agreement shall be determined as if defendant had
21 survived, and that determination shall be binding upon defendant's heirs, successors and
22 assigns until the agreed forfeiture, including any agreed money judgment amount, is
23 collected in full.

24 **B. Restitution**

25 i. The crime to which Defendant is pleading guilty requires an order from
26 the Court pursuant to 18 U.S.C. § 3663A that Defendant make mandatory restitution to the
27 victim(s) of the offense of conviction or the estate(s) of the victims(s). Based on the crimes
28

1 to which Defendant is pleading guilty, the Court may also order pursuant to 18 U.S.C.
2 § 3663 that Defendant make restitution to the victims of the offense of conviction, or the
3 estates of the victims, or as otherwise agreed to by the parties. Defendant agrees to payment
4 of restitution to the victims of all relevant conduct.

5 ii. The amount of restitution ordered by the Court shall include restitution
6 to any person directly harmed by the Defendant's criminal conduct in the course of the
7 scheme, conspiracy, or pattern. The parties agree that the Court shall order restitution to
8 persons other than the victims of the offense of conviction. Restitution will include losses
9 arising from counts dismissed and charges not prosecuted as well as all relevant conduct in
10 connection with those counts and charges.

11 iii. The parties will jointly recommend that Defendant pay restitution in the
12 amount not less than \$10,662,500. Defendant understands that this is only an estimate based
13 on currently available information, and the Court may impose restitution of any amount.
14 Defendant agrees that a restitution award in an unanticipated amount is not grounds to
15 withdraw Defendant's guilty plea. Defendant also agrees that nothing in this plea agreement
16 or restitution addendum limits the Government's duty to provide complete and accurate
17 facts to the district court and the U.S. Probation Office to calculate restitution.


18 iv. Defendant agrees that notwithstanding any court order, the restitution is
19 due and payable in full and delinquent until paid in full. Any payment schedule imposed by
20 the Court establishes only a minimum obligation, and does not foreclose the United States
21 from exercising all legal actions, remedies, and process available to collect the restitution
22 judgment, including but not limited to remedies pursuant to 18 U.S.C. §§ 3613 and
23 3664(m)(1)(A). Defendant will make a good faith effort to pay the full restitution.
24 Defendant further agrees that the restitution judgment may be executed against property
25 wherever it is held and Defendant waives all rights to contest the enforcement of the
26 judgment against any and all property owned by Defendant or in which he has an interest.
27 Defendant waives demand for payment of restitution. Defendant consents to the entry of the
28

1 restitution judgment into the Treasury Offset Program. Defendant waives all notices of the
 2 Treasury Offset Program, all notices of offset, and all rights to contest any and all offsets.

3 v. The parties anticipate that the amount of restitution to be requested at
 4 sentencing will be approximately as follows:

<u>Victim</u>	<u>Amount</u>
5 A.U.	\$7,011,844.18
6 Clarence Brooks Foundation	\$600,000
7 B.Sh./B. G.	\$495,555.56
8 M.K.	\$459,600
9 California Office of Emergency Services	\$427,318.04
10 Z.K.	\$297,584
11 M.Kr.	\$269,587.50
12 J.S.	\$250,005.45
13 V.K.	\$233,417.34
14 B.G./M.P.	\$137,270.02
15 V.G.	\$128,556
16 P.G.	\$110,246
17 L.F.	\$93,000.04
18 D.S.	\$77,750
19 M.P.	\$60,000
20 N.T./G.B.	\$10,767

22 The amounts set forth above may be reduced by any repayments of funds Defendant made
 23 to the listed victims during or after the period of the offense(s). Furthermore, if, at the time
 24 of sentencing, a legal basis exists to request that the Court credit the value of any forfeited
 25 funds towards Defendant's restitution obligation, the Government agrees to join in such
 26 request. The restitution shall be paid through the Office of the Clerk of the District Court
 27
 28



1 by bank or cashier's check or money order referencing the criminal case number and made
2 payable to the "Clerk, United States District Court."

3 **C. Fine**

4 i. In the event the Court orders restitution as set forth above or requested
5 by the Government, the Government will not seek imposition of any fine.

6 ii. Any payment schedule for a fine imposed by the Court establishes only
7 a minimum obligation. Defendant will make a good faith effort to pay any fine. Regardless
8 of Defendant's compliance, any payment schedule does not limit the United States' ability
9 to collect additional amounts from Defendant through all available collection remedies at
10 any time.

11 iii. The parties agree that notwithstanding any Court imposed schedule for
12 payment of a fine, the total amount of the fine shall be due immediately and shall be deemed
13 to be payable forthwith. Any payment schedule imposed by the Court establishes only a
14 minimum obligation. Any payment schedule does not foreclose the United States from
15 exercising all legal actions, remedies, and process available to collect the fine, including but
16 not limited to remedies pursuant to 18 U.S.C. §§ 3613 and 3664(m)(1)(A). Defendant will
17 make a good faith effort to pay the fine. Defendant agrees to entry of the fine into the
18 Treasury Offset Program ("TOP") and waives all notices of TOP and offsets, and waives
19 all rights to contest the TOP offsets.

20 iv. The fine shall be paid through the Office of the Clerk of the District
21 Court by bank or cashier's check or money order referencing the criminal case number and
22 made payable to the "Clerk, United States District Court."

23 **D. ADDITIONAL TERMS**

24 i. Defendant agrees to waive all constitutional and statutory challenges
25 (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out
26 and any restitution or fine ordered pursuant to this agreement, including any claim that the
27
28

1 forfeiture, restitution, or fine constitutes an excessive fine or punishment under the United
2 States Constitution.

3 ii. The United States may run credit and other financial reports on
4 Defendant using public and non-public databases and share such information with the Court
5 and the U.S. Probation Office. Defendant also authorizes the Internal Revenue Service to
6 transmit to the United States Attorney's Office copies of Defendant's income tax returns
7 from 2000 until the fine and restitution is paid in full and forfeiture proceedings are
8 completed, and Defendant will promptly execute any documents necessary to carry out this
9 authorization.

10 iii. Not later than 30 days after execution of the plea agreement, Defendant
11 shall complete and provide to the United States, under penalty of perjury, a financial
12 disclosure form listing all Defendant's current and projected assets and financial interests
13 valued at more than \$1,000. These include all assets and financial interests in which
14 Defendant has an interest (or had an interest prior to August 1, 2019), direct or indirect,
15 whether held in Defendant's name or in the name of another, in any property, real or
16 personal, including marital and community property. Defendant shall also identify all assets
17 valued at more than \$5,000 which have been transferred to any third party since August 1,
18 2019, including the location of the assets, the identity of the third party or parties, and the
19 amount of consideration received by the Defendant for the transferred assets.

20 iv. From the date this financial addendum is executed until the restitution,
21 fine, and forfeiture judgment are paid in full and forfeiture proceedings are completed,
22 Defendant shall notify the Asset Recovery Section of the United States Attorney's Office of
23 (i) any interest in property worth more than \$1,000 that Defendant obtains, directly or
24 indirectly, and (ii) any interest in property owned directly or indirectly by Defendant worth
25 over \$1,000 that Defendant intends to transfer. This obligation covers any interest in
26 property obtained under any other name or entity, including a trust, partnership or
27
28

1 corporation. The parties will jointly recommend that this requirement also be imposed as a
2 condition of supervised release.

3 v. Defendant understands that the fine and/or restitution is delinquent until
4 paid in full. Until the fine and/or restitution is paid in full, Defendant shall immediately
5 notify the Asset Recovery Section, United States Attorney's Office, of any material change
6 in Defendant's financial condition.

7 v. Defendant consents to the immediate recording of judgment liens as the
8 United States deems appropriate as to all financial penalties imposed by the Court.


9 *****

10 Defendant understands that the main plea agreement and this financial addendum
11 embody the entire plea agreement between the parties and supersedes any other agreement,
12 written or oral.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


DATED: July 8, 2020

ROBERT S. BREWER, JR.
United States Attorney



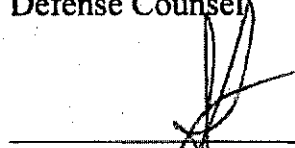
EMILY W. ALLEN
ANDREW P. YOUNG
OLEKSANDRA JOHNSON
Assistant U.S. Attorneys

DATED: 3.5.20



ADAM F. DOYLE
Defense Counsel

DATED: March 5th, 2020



ALEXANDER AVERGOON
Defendant



FILED

JUL 14 2020

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY
WAP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FACTUAL BASIS ADDENDUM TO PLEA AGREEMENT

(UNITED STATES v. ALEXANDER AVERGOON)

Defendant ALEXANDER AVERGOON (“Defendant” or “AVERGOON”) understands and agrees that this factual basis addendum to the plea agreement will be filed with the Court at the same time as the filing of the main plea agreement. At the time of the Rule 11 plea colloquy the Court will have before it the main plea agreement and this addendum, and any reference during the hearing to the “plea agreement” will be understood to be a reference to the main plea agreement together with this addendum.

I. Fraudulent Real Estate Schemes

1. AVERGOON was a San Diego real estate agent, licensed as a real estate salesperson by the State of California since 2004. AVERGOON operated, among other companies, Alex Avergoon Financial Services Inc. (“AAFS”); Advantage Retirement Solutions, Inc.; Advantage Retirement Solutions Health Care Inc.; ARS Transportation Division Inc.; London Plaza Advantage, LLC; Clairemont Villa Adult Day Health Center, Inc.; Imagination International Investment Group, Inc.; and Imagination Construction.

A. Fraudulent Property Purchase Scheme

2. Beginning at least as early as 2010 and continuing up through at least May 2016, in the Southern District of California and elsewhere, AVERGOON, with the intent to defraud, knowingly participated in, devised, and intended to devise a material scheme and plan to defraud and to obtain money and property by materially false and fraudulent pretenses, representations, and promises; that is, the “Fraudulent Property Purchase Scheme.”

3. It was the purpose of AVERGOON’s fraudulent property purchase scheme to obtain millions of dollars from unwitting investors by falsely promising those investors that he would use their investment funds to purchase income-generating rental residential and business properties, when in fact AVERGOON lied to the investors and only pretended to use their money to purchase real property as promised, and instead diverted their funds for his own personal gain.

1 4. In order to execute the fraudulent property purchase scheme, AVERGOON
2 utilized the following methods and means, among others:

3 a. AVERGOON would use his connections as a real estate agent and his
4 reputation for success to identify and target trusting victims to invest in the purchase
5 of San Diego-area real estate, including multi-unit residential apartment buildings
6 and commercial office space.

7 b. AVERGOON would promise potential investors monthly dividends
8 during the period they owned the properties, which he promised to collect in the form
9 of rental income from tenants. AVERGOON would further promise that if and when
10 the properties were sold, the investors would share in the appreciation of value of the
11 properties.

12 c. To bolster the false impression that the investments were sound,
13 AVERGOON would distribute written prospectus materials including projected
14 income and expenses, circulate written partnership agreements describing the
15 investors' purported ownership interest in the properties, and falsely represent that
16 other investors (including AVERGOON himself) were contributing money to fund
17 the investments.

18 d. To further this illusion of legitimacy, AVERGOON would describe the
19 investments as retirement vehicles, which he packaged as "Advantage Retirement
20 Solutions, LLP" or "ARS," and would fraudulently convince investors that they were
21 funding safe passive-income investments that would help supplement their retirement
22 incomes.

23 e. Instead of purchasing the residential apartment buildings as promised,
24 AVERGOON would secretly divert the investors' money to his own personal use,
25 and simply pretend to own the buildings he falsely told the investors he had purchased
26 with their funds.

27 f. Throughout the scheme, to maintain the illusion that the investments
28 were sound and to recruit new investors, AVERGOON would make "dividend"

1 payments to the investors, which he pretended had been generated by monthly rent
2 payments from the properties' tenants—but which in reality were funded through the
3 investors' own funds or through funds provided to AVERGOON by new investors in
4 the scheme.

5 g. To further maintain the illusion that the investments were sound,
6 AVERGOON would create phony annual Internal Revenue Service ("IRS") Forms
7 1099-DIV, which he mailed to his investors but never actually submitted to the IRS.

8 h. To conceal the fact that AVERGOON had not purchased the residential
9 apartment buildings as promised, and to consolidate the investors' funds and generate
10 additional proceeds for his fraudulent scheme, AVERGOON would encourage the
11 investors to re-invest or roll their investments over into the purchase of a multi-
12 million dollar San Diego commercial building located at 10174 Old Grove Road, San
13 Diego, California through a partnership known as London Plaza Advantage, LLC
14 ("LPA"), which he promised would continue to generate dividends through the
15 collection of rent from business tenants.

16 i. To convince the investors to agree to invest in the purchase of the Old
17 Grove office building, AVERGOON would provide false partnership agreements that
18 misrepresented the number of investors, the amounts invested, and the share of funds
19 each had contributed.

20 j. Unbeknownst to the investors at the time, AVERGOON would conceal
21 that he had in fact already purchased the Old Grove office building using money
22 contributed by another unwitting investor, A.U., and that AVERGOON had told A.U.
23 nothing about the new purported shares he pretended to sell to others.

24 k. Unbeknownst to the investors at the time, AVERGOON would
25 misrepresent the purchase price of the Old Grove office building and falsely report
26 that they owned the building outright without any mortgage debt, when in fact
27 AVERGOON bought the property for a lower price and encumbered the property
28

1 with a \$2 million loan, all so that he could secretly divert the investors' funds to his
2 own personal use.

3 l. When investors asked for their funds to be returned, AVERGOON
4 would falsely claim that he was selling the properties, and would provide the
5 investors fraudulent paperwork designed to disguise the true ownership and status of
6 the properties.

7 m. When investors grew suspicious and concerned that their investment
8 funds were unavailable, AVERGOON would falsely promise that repayments were
9 imminent, present fraudulent paperwork such as altered bank statements, and
10 dissuade investors from pursuing legal remedies for the return of their funds.

11 n. To conceal and disguise the nature, location, source, ownership, and
12 control of the proceeds of AVERGOON's fraudulent property purchase scheme, and
13 to facilitate his ability to siphon the proceeds to his personal use without detection,
14 AVERGOON would form shell companies and maintain dozens of bank accounts at
15 multiple financial institutions, which he would use to transfer funds and divert the
16 proceeds.

17 5. Using this fraudulent property purchase scheme, between approximately 2011
18 and 2016, AVERGOON fraudulently obtained investment funds from at least more than a
19 dozen unwitting investors, totaling at least approximately \$5 million in fraudulently-
20 obtained proceeds, by falsely promising to use the funds to purchase and maintain
21 investment real estate, which AVERGOON did not buy as described and promised to the
22 investors.

23 6. On or about October 31, 2014, for the purpose of executing the Fraudulent
24 Property Purchase Scheme, AVERGOON caused investor A.U. to send an interstate wire
25 transfer in the amount of \$3,000,000 from A.U.'s bank to a Wells Fargo bank account
26 controlled by AVERGOON, to be invested in the purchase of the Old Grove office building.

27 7. In reality, AVERGOON purchased the Old Grove office building for \$3.1
28 million. AVERGOON paid only \$1.1 million using the funds he received from A.U., and

1 secretly acquired the seller's \$2 million mortgage debt. AVERGOON did not invest any of
2 his own money. In order to conceal from A.U. the discounted purchase price and the
3 mortgage debt, AVERGOON removed documents regarding the true purchase price and the
4 mortgage debt from the documents he showed to A.U.

5 Aggravated Identity Theft

6 8. In early 2015, AVERGOON tricked his "ARS" investors into buying the same
7 Old Grove office building by offering it as an investment "opportunity" without disclosing
8 that he and A.U. already owned it, or that the building was encumbered with a \$2 million
9 debt.

10 9. In March 2015, unbeknownst to A.U., AVERGOON distributed to the group
11 of investors partnership documents that listed the names of partners and detailed
12 contributions and percentage interests in the Old Grove building. The documents included
13 a forged signature of investor A.U., which was purportedly notarized. In addition, the
14 documents falsely listed A.U.'s contribution as \$850,000 instead of \$3,000,000. Investor
15 A.U. never signed the documents and was not aware of his reduced contribution.

16 10. On or about March 24, 2015, during and in relation to the Fraudulent Property
17 Purchase scheme described above (which was in violation of 18 U.S.C. § 1343),
18 AVERGOON knowingly used, without legal authority, a means of identification of another
19 person, to wit, the forged signature of A.U. on a fraudulent document entitled "Exhibit A,
20 Initial Percentage Interests and List of Partners Advantage Retirement Solutions III L.P. a
21 California Limited Partnership," knowing that the signature belonged to A.U. and that A.U.
22 was an actual person.

23 Laundering Money Instruments

24 11. On or about October 31, 2014, in the Southern District of California,
25 AVERGOON knowingly withdrew \$10,000 in cash from a London Plaza bank account he
26 controlled, which AVERGOON knew was a financial transaction affecting interstate
27 commerce, in which the \$10,000 AVERGOON withdrew represented a portion of the
28 proceeds of the Fraudulent Property Purchase scheme (which was in violation of 18 U.S.C.

1 § 1343), knowing that the funds were the proceeds of that fraud and knowing that the
2 transaction was designed to conceal and disguise the nature, location, source, ownership,
3 and control of the proceeds of the fraud.

4 **B. Fraudulent Short-Term Loan Scheme**

5 12. Beginning at least as early as August 2014 and continuing up through at least
6 September 2015, in the Southern District of California, AVERGOON, with the intent to
7 defraud, knowingly participated in, devised, and intended to devise a material scheme and
8 plan to defraud and to obtain money and property by materially false and fraudulent
9 pretenses, representations, and promises; that is, the "Fraudulent Short-Term Loan
10 Scheme."

11 13. It was the purpose of AVERGOON's fraudulent short-term loan scheme to
12 obtain millions of dollars from unwitting investors by pretending to issue short-term loans
13 to homeowners who purportedly used their homes as collateral, promising full repayment
14 with interest and a high rate of return in a matter of months, when in reality no loans were
15 ever issued and the investors' money was diverted to AVERGOON's personal use.

16 14. In order to execute the fraudulent short-term loan scheme, AVERGOON
17 utilized the following methods and means, among others:

18 a. AVERGOON would use his connections as a real estate agent to identify
19 high-value homes that could be used to pose as collateral for the scheme,
20 unbeknownst to the homeowners.

21 b. AVERGOON would recruit potential investors, including investor A.U.
22 and A.U.'s wife, by offering them the opportunity to fund short-term loans that would
23 generate interest income of approximately 8% to 20%, purportedly secured by the
24 collateral homes AVERGOON had identified.

25 c. To induce the investors to fund the purported loans and to create the
26 illusion that the investment was sound, AVERGOON would falsely claim that the
27 homeowner-borrowers needed short-term access to capital to fund their own
28

1 investment opportunities, and that they would therefore be able to quickly repay the
2 investors' loans.

3 d. Unbeknownst to the homeowner-borrowers, AVERGOON would offer
4 to the investors that he would act as the loan broker, when, in reality, the homeowner-
5 borrowers knew nothing about the proposed loan agreements AVERGOON created,
6 were not working with AVERGOON, had never agreed to borrow money from the
7 investors, and, in some cases, were not even the owners of the homes purportedly
8 used as collateral.

9 e. To create the illusion of legitimacy, AVERGOON would draft
10 fraudulent and forged loan agreements, Deeds of Trust, Notes, and other official-
11 looking documents, many of which included purported notary stamps and document
12 identification numbers purportedly issued by the San Diego County Recorder's
13 Office.

14 f. Instead of directing the loan proceeds to the purported homeowner-
15 borrowers as promised, AVERGOON would secretly divert the investors' money to
16 his own personal use, and simply pretended to fund the loans he described.

17 g. Throughout the scheme, to maintain the illusion that the loans were
18 performing, AVERGOON would use his own funds to make regular monthly interest
19 payments to the investors as reflected in the fraudulent loan agreements, but would
20 pretend that the payments came from the homeowner-borrowers.

21 h. When the investors grew suspicious, AVERGOON would ask for more
22 time and falsely promise that repayments were imminent.

23 i. To conceal and disguise the nature, location, source, ownership, and
24 control of the proceeds of AVERGOON's fraudulent short-term loan scheme, and to
25 facilitate his ability to siphon the proceeds to his personal use without detection,
26 AVERGOON would form shell companies and maintain dozens of bank accounts at
27 multiple financial institutions, which he would use to transfer funds and divert the
28 proceeds.

1 15. Using this fraudulent scheme, between approximately August 2014 and
2 September 2015, AVERGOON collected at least approximately \$5.6 million in
3 fraudulently-obtained proceeds from investor A.U., by falsely promising to use A.U.'s
4 funds to issue short-term loans to homeowners, which AVERGOON instead secretly
5 diverted for his own personal use.

6 16. For the purpose of executing the Fraudulent Short-Term Loan Scheme, on or
7 about January 20, 2015, within the Southern District of California, AVERGOON knowingly
8 caused A.U. to send \$425,000 by interstate wire transfer from A.U.'s bank account to an
9 AAFS bank account AVERGOON controlled, purportedly to fund a fictitious loan relating
10 to a property at 13628 Lindamere Lane in San Diego.

11
12 **II. Additional Fraudulent Schemes**

13 **A. Tax Fraud with Y.G.**

14 17. Y.G. was the director of a religious congregation and community organization
15 located in the San Diego area. Y.G.'s organization was a public charity registered with the
16 IRS as a tax-exempt organization. Individuals who donate money to Y.G.'s organization
17 may therefore reduce their own taxable incomes by deducting the amounts of their donations
18 given, and thus reduce their personal income taxes. Y.G. would generate and sign donation
19 receipt letters documenting the amount of a donor's contribution and specifically noting that
20 the donation is "tax deductible."

21 18. Beginning at least as early as 2010, AVERGOON assisted Y.G. in a scheme
22 in which some of AVERGOON's associates made fraudulent donations to Y.G.'s
23 organization. Y.G. kept a portion of the purported donations—typically 10%—and
24 funneled the remainder of the fraudulent donations back to AVERGOON's associates,
25 typically using AVERGOON as a conduit to return the funds. AVERGOON's associates
26 then falsely claimed tax deductions for charitable donations to which they were not entitled.

27 19. Between tax years 2011 and 2015, AVERGOON and Y.G. facilitated at least
28 nine of AVERGOON's associates in defrauding the IRS by falsely claiming on their tax

1 returns “gifts to charity” totaling at least \$275,000. In fact, 90% of those funds were secretly
2 funneled back to the taxpayer, with Y.G. retaining a 10% portion of the purported
3 donation—totaling at least approximately \$27,500. Nearly every time, Y.G. generated a
4 fraudulent receipt letter to help the taxpayers conceal the fraud.

5 20. As one example of this scheme, on around March 6, 2015, AVERGOON’s
6 associate Bo.G. asked AVERGOON for the “tax receipt from [Y.G.’s organization,]” and
7 noted, “we agreed that: 1. You give us [Y.G.’s] receipt[;] 2. You return to us \$4,500[.]” A
8 few days later, Y.G. deposited a fraudulent \$5,000 donation from Bo.G. (which was
9 backdated to 2014), and subsequently wrote a fraudulent and backdated donation receipt
10 letter. Although Y.G. and AVERGOON subsequently funneled approximately \$4,500 back
11 to B.G., the letter falsely claimed that Bo.G. had made a “generous tax deductible donation”
12 of \$5,000 to Y.G.’s organization.

13 **B. Government Benefits and Grants Fraud**

14 21. Beginning as early as October 2010, and continuing up to at least 2015,
15 AVERGOON agreed to provide Y.G. with fraudulent and backdated proposals and invoices
16 for repairs and upgrades purportedly performed at Y.G.’s organization by AVERGOON, or
17 other associates, so that Y.G. could fraudulently obtain excess government funds and other
18 undue benefits from government insurance programs and other public and private grants
19 and services.

20 22. AVERGOON used shell companies, including “Imagination Construction
21 Company,” to create fictitious and backdated invoices for services he had never performed,
22 such as carpet installation, HVAC repairs, books and other supplies, so that Y.G. could
23 make it appear, falsely, that he had paid AVERGOON for services and things of value that
24 were never actually obtained. In some instances, AVERGOON and Y.G. used
25 AVERGOON’s shell companies to create several fictitious bids for the same services, to
26 make it appear, falsely, that Y.G. had complied with program requirements to obtain three
27 competitive bids for services.

28

1 23. AVERGOON assisted Y.G. in this scheme to fraudulently obtain grants and
2 relief funds totaling hundreds of thousands of dollars from public and private grant
3 programs, by pretending that the money would be used to fund valuable programs and
4 services at Y.G.'s organization or its related entities. These services included facilities
5 upgrades, security systems, and community programs. Some of the funds went straight to
6 Y.G., AVERGOON, and other co-conspirators; other times Y.G. used portions of the funds
7 to pay other contractors who charged significantly lower prices than the inflated amounts
8 Y.G. claimed to program administrators.

9 **C. False Community Service Letters**

10 24. Beginning at least as early as February 2014, Y.G. agreed to provide
11 AVERGOON with fraudulent letters falsely certifying that AVERGOON's associates had
12 performed volunteer work for Y.G.'s organization, which AVERGOON's associates would
13 use to verify false claims to San Diego County courts that they had fulfilled criminal
14 sentencing requirements. Y.G. provided AVERGOON with at least four fraudulent letters,
15 written on his organization's official letterhead and signed with Y.G.'s name, falsely stating
16 that AVERGOON, a former employee J.N., and two other individuals Y.G. did not know
17 had volunteered for Y.G.'s organization or its associated entities for dozens or hundreds of
18 hours. In fact, Y.G. knew that each of these individuals not provided volunteer services at
19 all, and knew that the letters were intended to help fraudulently fulfill sentencing
20 requirements for criminal cases.

21 **D. Home Purchase Fraud**


22 25. In around 2014, AVERGOON acted as a real estate agent for A.U. in A.U.'s
23 purchase of a home in the San Diego area. In reality, the seller accepted A.U.'s purchase
24 offer of approximately \$2.6 million. AVERGOON, however, falsely represented to A.U.
25 that the seller received a new offer of \$3 million, and advised that A.U. should wire
26 additional funds to AVERGOON so that AVERGOON could raise the offer from A.U. and
27 ensure he completed the purchase. Based on this false information, A.U. wired \$287,500
28

1 to a bank account AVERGOON controlled, which AVERGOON secretly diverted for his
2 own personal use.


3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ROBERT S. BREWER, JR.
United States Attorney

DATED: July 8, 2020



EMILY W. ALLEN
ANDREW P. YOUNG
OLEKSANDRA JOHNSON
Assistant U.S. Attorneys

DATED: 3.9.20


ADAM F. DOYLE
Defense Counsel

**I HAVE READ THIS "FACTUAL BASIS ADDENDUM" AND CAREFULLY
DISCUSSED EVERY PART OF IT WITH MY ATTORNEY. I SWEAR UNDER
PENALTY OF PERJURY THAT THE FACTS SET FORTH HEREIN ARE TRUE.**

DATED: 03.09.2020


ALEXANDER AVERGOON
Defendant

Def. 