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UNITED STATES OF AMERICA

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10  
11 UNITED STATES DISTRICT COURT  
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA, ) CR No. 10-  
14 )  
Plaintiff, ) PLEA AGREEMENT FOR DEFENDANT  
15 ) ROBIN PHILLIPS  
v. )  
16 )  
ROBIN PHILLIPS, )  
17 )  
Defendant. )  
18 )  
19

20 1. This constitutes the plea agreement between ROBIN  
21 PHILLIPS ("defendant"), and the United States Attorney's Office  
22 for the Central District of California ("the USAO") in the above-  
23 captioned case. This agreement is limited to the USAO and cannot  
24 bind any other federal, state, local, or foreign prosecuting,  
25 enforcement, administrative, or regulatory authorities.

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count information in the form attached to this agreement as Exhibit A or a substantially similar form.

b) Not contest facts agreed to in this agreement.

c) Abide by all agreements regarding sentencing factors contained in this agreement.

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

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

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

g) Pay the applicable special assessments at or before the time of sentencing unless defendant lacks the ability to pay and submits a completed financial statement (form OBD-500) to the USAO prior to sentencing.

h) Not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

1           3.     Defendant further agrees to cooperate fully with the  
2 USAO, the Federal Bureau of Investigation, and, as directed by  
3 the USAO, any other federal, state, local, or foreign  
4 prosecuting, enforcement, administrative, or regulatory  
5 authority. This cooperation requires defendant to:

6           a)     Respond truthfully and completely to all questions  
7 that may be put to defendant, whether in interviews, before a  
8 grand jury, or at any trial or other court proceeding.

9           b)     Attend all meetings, grand jury sessions, trials  
10 or other proceedings at which defendant's presence is requested  
11 by the USAO or compelled by subpoena or court order.

12          c)     Produce voluntarily all documents, records, or  
13 other tangible evidence relating to matters about which the USAO,  
14 or its designee, inquires.

15          d)     If requested to do so by the USAO, act in an  
16 undercover capacity to the best of defendant's ability in  
17 connection with criminal investigations by federal, state, local,  
18 or foreign law enforcement authorities, in accordance with the  
19 express instructions of those law enforcement authorities.

20 Defendant agrees not to act in an undercover capacity, tape  
21 record any conversations, or gather any evidence except after a  
22 request by the USAO and in accordance with express instructions  
23 of federal, state, local, or foreign law enforcement authorities.

24           4.     For purposes of this agreement: (1) "Cooperation  
25 Information" shall mean any statements made, or documents,  
26 records, tangible evidence, or other information provided, by  
27 defendant pursuant to defendant's cooperation under this  
28 agreement or pursuant to the letter agreement previously entered

1 into by the parties dated August 10, 2010 ("the Letter  
2 Agreement"); and (2) "Plea Information" shall mean any statements  
3 made by defendant, under oath, at the guilty plea hearing and the  
4 agreed to factual basis statement in this agreement.

5 THE USAO'S OBLIGATIONS

6 5. The USAO agrees to:

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

8 b) Abide by all agreements regarding sentencing factors  
9 contained in this agreement.

10 c) At the time of sentencing, provided that defendant  
11 demonstrates an acceptance of responsibility for the offense up  
12 to and including the time of sentencing, recommend a two-level  
13 reduction in the applicable Sentencing Guidelines offense level,  
14 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,  
15 move for an additional one-level reduction if available under  
16 that section.

17 d) Except for criminal tax violations (including  
18 conspiracy to commit such violations chargeable under 18 U.S.C.  
19 § 371), not further criminally prosecute defendant for violations  
20 of 18 U.S.C. §§ 157, 371, 1341, 1343, 1344, and 1957 arising out  
21 of defendant's conduct described in the agreed-to factual basis  
22 set forth in paragraph 14 below. Defendant understands that the  
23 USAO is free to criminally prosecute defendant for any other  
24 unlawful past conduct or any unlawful conduct that occurs after  
25 the date of this agreement. Defendant agrees that at the time of  
26 sentencing the Court may consider the uncharged conduct in  
27 determining the applicable Sentencing Guidelines range, the  
28 propriety and extent of any departure from that range, and the

1 sentence to be imposed after consideration of the Sentencing  
2 Guidelines and all other relevant factors under 18 U.S.C.  
3 § 3553(a)  
4

5 6. The USAO further agrees:

6 a) Not to offer as evidence in its case-in-chief in  
7 the above-captioned case or any other criminal prosecution that  
8 may be brought against defendant by the USAO, or in connection  
9 with any sentencing proceeding in any criminal case that may be  
10 brought against defendant by the USAO, any Cooperation  
11 Information. Defendant agrees, however, that the USAO may use  
12 both Cooperation Information and Plea Information: (1) to obtain  
13 and pursue leads to other evidence, which evidence may be used  
14 for any purpose, including any criminal prosecution of defendant;  
15 (2) to cross-examine defendant should defendant testify, or to  
16 rebut any evidence offered, or argument or representation made,  
17 by defendant, defendant's counsel, or a witness called by  
18 defendant in any trial, sentencing hearing, or other court  
19 proceeding; and (3) in any criminal prosecution of defendant for  
20 false statement, obstruction of justice, or perjury.

21 b) Not to use Cooperation Information against  
22 defendant at sentencing for the purpose of determining the  
23 applicable guideline range, including the appropriateness of an  
24 upward departure, or the sentence to be imposed, and to recommend  
25 to the Court that Cooperation Information not be used in  
26 determining the applicable guideline range or the sentence to be  
27 imposed. Defendant understands, however, that Cooperation  
28 Information will be disclosed to the probation office and the

1 Court, and that the Court may use Cooperation Information for the  
2 purposes set forth in U.S.S.G. § 1B1.8(b) and for determining the  
3 sentence to be imposed.

4 c) In connection with defendant's sentencing, to  
5 bring to the Court's attention the nature and extent of  
6 defendant's cooperation.

7 d) If the USAO determines, in its exclusive judgment,  
8 that defendant has both complied with defendant's obligations  
9 under paragraphs 2 and 3 above and provided substantial  
10 assistance to law enforcement in the prosecution or investigation  
11 of another ("substantial assistance"), to move the Court pursuant  
12 to U.S.S.G. § 5K1.1 to fix an offense level and corresponding  
13 guideline range below that otherwise dictated by the sentencing  
14 guidelines, and to recommend a term of imprisonment within this  
15 reduced range.

16 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

17 7. Defendant understands the following:

18 a) Any knowingly false or misleading statement by  
19 defendant will subject defendant to prosecution for false  
20 statement, obstruction of justice, and perjury and will  
21 constitute a breach by defendant of this agreement.

22 b) Nothing in this agreement requires the USAO or any  
23 other prosecuting, enforcement, administrative, or regulatory  
24 authority to accept any cooperation or assistance that defendant  
25 may offer, or to use it in any particular way.

26 c) Defendant cannot withdraw defendant's guilty plea  
27 if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1  
28

1 for a reduced guideline range or if the USAO makes such a motion  
2 and the Court does not grant it or if the Court grants such a  
3 USAO motion but elects to sentence above the reduced range.

4 d) At this time the USAO makes no agreement or  
5 representation as to whether any cooperation that defendant has  
6 provided or intends to provide constitutes or will constitute  
7 substantial assistance. The decision whether defendant has  
8 provided substantial assistance will rest solely within the  
9 exclusive judgment of the USAO.

10 e) The USAO's determination whether defendant has  
11 provided substantial assistance will not depend in any way on  
12 whether the government prevails at any trial or court hearing in  
13 which defendant testifies or in which the government otherwise  
14 presents information resulting from defendant's cooperation.

15 NATURE OF THE OFFENSE

16 8. Defendant understands that for defendant to be guilty of  
17 the crime charged in the one-count information (violation of  
18 Title 18, United States Code, Sections 157(1), 2) (bankruptcy  
19 fraud), the following must be true: (1) defendant devised or  
20 intended to devise a scheme or plan to defraud; (2) defendant  
21 acted with the intent to defraud; (3) defendant's act was  
22 material; and (4) defendant filed, willfully caused to be filed,  
23 or aided and abetted the filing of a petition under a Title 11  
24 bankruptcy proceeding to carry out or attempt to carry out an  
25 essential party of the scheme. Defendant admits that defendant  
26 is, in fact, guilty of this offense as described in the one-count  
27 information.

1                            PENALTIES AND RESTITUTION

2           9. Defendant understands that the statutory maximum  
3 sentence that the Court can impose for a violation of Title 18,  
4 United States Code, Section 157(1), is: five years imprisonment;  
5 a three-year period of supervised release; a fine of \$250,000 or  
6 twice the gross gain or gross loss resulting from the offense,  
7 whichever is greatest; and a mandatory special assessment of  
8 \$100.

9           10. Defendant understands that defendant will be required  
10 to pay full restitution to the victims of the offense. Defendant  
11 agrees that, in return for the USAO's compliance with its  
12 obligations under this agreement, the amount of restitution is  
13 not restricted to the amounts alleged in the counts to which  
14 defendant is pleading guilty and may include losses arising from  
15 charges not prosecuted pursuant to this agreement as well as all  
16 relevant conduct in connection with those charges.

17          11. Defendant understands that supervised release is a  
18 period of time following imprisonment during which defendant will  
19 be subject to various restrictions and requirements. Defendant  
20 understands that if defendant violates one or more of the  
21 conditions of any supervised release imposed, defendant may be  
22 returned to prison for all or part of the term of supervised  
23 release authorized by statute for the offense that resulted in  
24 the term of supervised release, which could result in defendant  
25 serving a total term of imprisonment greater than the statutory  
26 maximum stated above.

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1 12. Defendant understands that, by pleading guilty,  
2 defendant may be giving up valuable government benefits and  
3 valuable civic rights, such as the right to vote, the right to  
4 possess a firearm, the right to hold office, and the right to  
5 serve on a jury. Defendant understands that once the court  
6 accepts defendant's guilty plea, it will be a federal felony for  
7 defendant to possess a firearm or ammunition. Defendant  
8 understands that the convictions in this case may also subject  
9 defendant to various other collateral consequences, including but  
10 not limited to revocation of probation, parole, or supervised  
11 release in another case and suspension or revocation of a  
12 professional license. Defendant understands that unanticipated  
13 collateral consequences will not serve as grounds to withdraw  
14 defendant's guilty plea.

15 13. Defendant understands that, if defendant is not a  
16 United States citizen, the felony conviction in this case may  
17 subject defendant to removal, also known as deportation, which  
18 may, under some circumstances, be mandatory. The Court cannot,  
19 and defendant's attorney also may not be able to, advise  
20 defendant fully regarding the immigration consequences of the  
21 felony conviction in this case. Defendant understands that by  
22 entering a guilty plea defendant waives any claim that unexpected  
23 immigration consequences may render defendant's guilty plea  
24 invalid.

25 FACTUAL BASIS

26 14. Defendant and the USAO agree to the statement of facts  
27 provided below. Defendant and the USAO agree that this statement  
28 of facts is sufficient to support a plea of guilty to the charges

1 described in this agreement and to establish the Sentencing  
2 Guidelines factors set forth in paragraph 16 below, but is not  
3 meant to be a complete recitation of all facts relevant to the  
4 underlying criminal conduct or all facts known to either party  
5 that relate to that conduct.

6           a.     In 2007, co-schemers I.C. and Darwin Bowman  
7           ("Bowman") were operating a foreclosure-delay service.  
8           I.C. approached defendant and offered to perform  
9           foreclosure-delay services for real properties own by  
10          defendant. Defendant agreed to pay \$1,500 per month,  
11          per property, for I.C. to delay foreclosure on her  
12          properties. The foreclosure-delay service was a  
13          fraudulent scheme that worked by: (a) filing bankruptcy  
14          petitions in fictitious persons' names to create a  
15          bankruptcy stay; (b) recording a deed granting the  
16          fictitious person a fractional-interest (1/8th  
17          interest) in a client's property that was nearing a  
18          foreclosure sale; and (c) faxing the bankruptcy  
19          petition and fractional-interest deed to the lender or  
20          trustee to stop the pending sale.

21          b.     Defendant approached I.C. in 2008 and offered  
22          to assist I.C. in operating the foreclosure-delay  
23          service, in exchange for waiving her \$1,500 per  
24          property monthly fee. I.C. told defendant to talk to  
25          Bowman regarding what she do to help the foreclosure-  
26          delay program. Bowman directed defendant, who  
27          disclosed that she had an electronic account to access  
28

1 court filings, to file bankruptcy petitions on behalf  
2 of I.C. and Bowman.

3 c. Bowman provided sample filings to defendant  
4 for her to use in filing bankruptcy petitions on behalf  
5 of the foreclosure-delay program.

6 d. For the first few bankruptcy petitions that  
7 defendant filed in 2008, Bowman provided her the names  
8 under which defendant filed the petitions. However, no  
9 later than May 1, 2008, Bowman told defendant that the  
10 names used were fictitious and that she should simply  
11 "make up" the names to be used on any future bankruptcy  
12 petitions. Defendant continued to participate in the  
13 scheme until July 28, 2010.

14 e. Between May 1, 2008, and July 28, 2010, I.C.  
15 and Bowman recruited salespersons, obtained clients,  
16 directed defendant to file bankruptcy petitions in  
17 fictitious names, and faxed petitions and fractional-  
18 interest deeds to trustees to halt pending trustee  
19 foreclosure sales.

20 f. During the more than two years in which  
21 defendant was aware that the bankruptcy petitions she  
22 was filing used fictitious names and continued to  
23 assist in the operation of the scheme, the scheme used  
24 more than 20 salespersons (who were called "producers"  
25 in the scheme) to recruit clients. Defendant was aware  
26 that I.C. and Bowman faxed bankruptcy petitions and  
27 fractional-interest deeds showing fictitious names to  
28 lenders and their trustees to halt foreclosure sales in

1 furtherance of the scheme. On occasion, defendant also  
2 faxed bankruptcy petitions and fractional-interest  
3 deeds showing fictitious names to lenders and their  
4 trustees to halt foreclosure sales in furtherance of  
5 the scheme.

6 e. From approximately May 1, 2008, through  
7 approximately July 28, 2010, defendant and her  
8 co-schemers delayed the foreclosure sales of  
9 approximately 475 properties for periods ranging  
10 between one month and two years. These delays caused  
11 lenders to lose interest payments on mortgage loans  
12 totaling more than \$200 million that would otherwise  
13 have been partially or entirely satisfied through the  
14 foreclosure sales. During that same period, I.C. and  
15 Bowman collected approximately \$396,000 from clients in  
16 monthly fees paid for illegal foreclosure-delay  
17 services.

18 Count One

19 f. On or about May 6, 2009, defendant filed a  
20 false Voluntary Bankruptcy Petition in the name of  
21 Marcus Lamont Collins, a fictitious person, bearing  
22 case number 6:09-19443 (filed in the U.S. Bankruptcy  
23 Court, Central District of California), under Title 11  
24 of the United States Code. Defendant knew that the  
25 filing was in the name of a fictitious person and she  
26 filed it with the intent to delay foreclosure sales on  
27 clients' properties.

1 g. On or about May 27, 2009, I.C. sent a  
2 facsimile to NDEX West, LLC, which included: the  
3 Collins Bankruptcy Petition; a fractional-interest deed  
4 from D.W. to Marcus Lamont Collins; and NDEX West's own  
5 Notice of Trustee's Sale for D.W.'s property. Chase  
6 Home Finance, LLC was D.W.'s lender.

7 h. As a result of the May 27, 2010, fax, NDEX  
8 West canceled the scheduled foreclosure trustee's sale  
9 and waited to reschedule the sale until after the  
10 bankruptcy stay was no longer in effect as to D.W.'s  
11 property. The total delay effected on the foreclosure  
12 sale of this real property by this scheme was  
13 approximately five months.

14 SENTENCING FACTORS

15 15. Defendant understands that in determining defendant's  
16 sentence the Court is required to consider the factors set forth  
17 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence  
18 and sentencing range established under the Sentencing Guidelines.  
19 Defendant understands that the Sentencing Guidelines are advisory  
20 only, that defendant cannot have any expectation of receiving a  
21 sentence within the Sentencing Guidelines range, and that after  
22 considering the Sentencing Guidelines and the other § 3553(a)  
23 factors, the Court will be free to exercise its discretion to  
24 impose any sentence it finds appropriate up to the maximum set by  
25 statute for the crimes of conviction.

1           16. Defendant and the USAO agree to the following  
2 applicable Sentencing Guidelines factors:

3           Base Offense Level           6 [U.S.S.G. § 2B1.1(a)(2)]

4           Specific Offense Characteristics

5           Loss (more than \$200,000) +12 [U.S.S.G. § 2B1.1(b)(1)(G)]

6           Victims (more than 50)       +4 [U.S.S.G. § 2B1.1(b)(2)(B)]

7           Bankruptcy involved           +2 [U.S.S.G. § 2B1.1(b)(8)]

8           Adjusted Offense Level       24

9 Defendant and the USAO waive the right to argue that additional  
10 specific offense characteristics, adjustments, and departures  
11 under the Sentencing Guidelines are appropriate.

12           17. Defendant understands that there is no agreement as to  
13 defendant's criminal history or criminal history category.

14           18. Defendant and the USAO reserve the right to argue for a  
15 sentence outside the sentencing range established by the  
16 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
17 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

18                           WAIVER OF CONSTITUTIONAL RIGHTS

19           19. Defendant understands that by pleading guilty,  
20 defendant gives up the following rights:

21                   a) The right to persist in a plea of not guilty.

22                   b) The right to a speedy and public trial by jury.

23                   c) The right to the assistance of an attorney at trial,  
24 including the right to have the Court appoint an attorney to  
25 represent defendant at trial. Defendant understands, however,  
26 that, despite defendant's guilty plea, defendant retains the  
27 right to be represented by an attorney -- and, if necessary, to

1 have the Court appoint an attorney if defendant cannot afford one  
2 -- at every other stage of the proceeding.

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

6 e) The right to confront and cross-examine witnesses  
7 against defendant.

8 f) The right to testify on defendant's own behalf and  
9 present evidence in opposition to the charges, including calling  
10 witnesses and subpoenaing those witnesses to testify.

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

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

17 WAIVER OF DNA TESTING

18 20. Defendant has been advised that the government has in  
19 its possession the following items of physical evidence that  
20 could be subjected to DNA testing: all items seized during the  
21 July 28, 2010, execution of a search warrant of defendant's  
22 residence, including approximately one box of documents.

23 Defendant understands that the government does not intend to  
24 conduct DNA testing of any of these items. Defendant  
25 understands: (a) before entering a guilty plea pursuant to this  
26 agreement, defendant could request DNA testing of evidence in  
27 this case; and (b) with respect to the offense to which defendant  
28 is pleading guilty pursuant to this agreement, defendant would

1 have the right to request DNA testing of evidence after  
2 conviction under the conditions specified in 18 U.S.C. § 3600.  
3 Knowing and understanding defendant's right to request DNA  
4 testing, defendant voluntarily gives up that right with respect  
5 to both the specific items listed above and any other items of  
6 evidence there may be in this case that might be subject to DNA  
7 testing. Defendant understands that by giving up this right: (a)  
8 defendant is giving up any ability to request DNA testing of  
9 evidence in this case in the current proceeding, in any  
10 proceeding after conviction under 18 U.S.C. § 3600, and in any  
11 other proceeding of any type; and (b) defendant will never have  
12 another opportunity to have the evidence in this case, whether or  
13 not listed above, submitted for DNA testing, and will never have  
14 an opportunity to employ the results of DNA testing to support a  
15 claim that defendant is innocent of the offense to which  
16 defendant is pleading guilty.

17 WAIVER OF APPEAL OF CONVICTION

18 21. Defendant understands that, with the exception of an  
19 appeal based on a claim that defendant's guilty plea was  
20 involuntary, by pleading guilty defendant is waiving and giving  
21 up any right to appeal defendant's convictions on the offense to  
22 which defendant is pleading guilty.

23 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

24 22. Defendant agrees that, provided the Court imposes a  
25 total term of imprisonment on all counts of conviction of no more  
26 than 46 months, defendant gives up the right to appeal all of the  
27 following: (a) the procedures and calculations used to determine  
28 and impose any portion of the sentence; (b) the term of



1 imprisonment imposed by the Court; (c) the fine imposed by the  
2 court, provided it is within the statutory maximum; (d) the term  
3 of probation or supervised release imposed by the Court, provided  
4 it is within the statutory maximum; and (e) any of the following  
5 conditions of probation or supervised release imposed by the  
6 Court: the standard conditions set forth in General Orders 318,  
7 01-05, and/or 05-02 of this Court; the drug testing conditions  
8 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

9 23. The USAO agrees that, provided (a) all portions of the  
10 sentence are at or below the statutory maximum specified above  
11 and (b) the Court imposes a term of imprisonment of no less than  
12 37 months the USAO gives up its right to appeal any portion of  
13 the sentence, with the exception that the USAO reserves the right  
14 to appeal the amount of restitution ordered.

15 RESULT OF WITHDRAWAL OF GUILTY PLEA

16 24. Defendant agrees that if, after entering a guilty plea  
17 pursuant to this agreement, defendant seeks to withdraw and  
18 succeeds in withdrawing defendant's guilty plea on any basis  
19 other than a claim and finding that entry into this plea  
20 agreement was involuntary, then (a) the USAO will be relieved of  
21 all of its obligations under this agreement, including in  
22 particular its obligations regarding the use of Cooperation  
23 Information; (b) in any investigation, criminal prosecution, or  
24 civil, administrative, or regulatory action, defendant agrees  
25 that any Cooperation Information and any evidence derived from  
26 any Cooperation Information shall be admissible against  
27 defendant, and defendant will not assert, and hereby waives and  
28 gives up, any claim under the United States Constitution, any

1 statute, or any federal rule, that any Cooperation Information or  
2 any evidence derived from any Cooperation Information should be  
3 suppressed or is inadmissible; and (c) should the USAO choose to  
4 pursue any charge that was either dismissed or not filed as a  
5 result of this agreement, then (i) any applicable statute of  
6 limitations will be tolled between the date of defendant's  
7 signing of this agreement and the filing commencing any such  
8 action; and (ii) defendant waives and gives up all defenses based  
9 on the statute of limitations, any claim of pre-indictment delay,  
10 or any speedy trial claim with respect to any such action, except  
11 to the extent that such defenses existed as of the date of  
12 defendant's signing this agreement.

13 EFFECTIVE DATE OF AGREEMENT

14 25. This agreement is effective upon signature and  
15 execution of all required certifications by defendant,  
16 defendant's counsel, and an Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 26. Defendant agrees that if defendant, at any time after  
19 the signature of this agreement and execution of all required  
20 certifications by defendant, defendant's counsel, and an  
21 Assistant United States Attorney, knowingly violates or fails to  
22 perform any of defendant's obligations under this agreement ("a  
23 breach"), the USAO may declare this agreement breached. For  
24 example, if defendant knowingly, in an interview, before a grand  
25 jury, or at trial, falsely accuses another person of criminal  
26 conduct or falsely minimizes defendant's own role, or the role of  
27 another, in criminal conduct, defendant will have breached this  
28 agreement. All of defendant's obligations are material, a single

1 breach of this agreement is sufficient for the USAO to declare a  
2 breach, and defendant shall not be deemed to have cured a breach  
3 without the express agreement of the USAO in writing. If the  
4 USAO declares this agreement breached, and the Court finds such a  
5 breach to have occurred, then:

6 (a) If defendant has previously entered a guilty plea  
7 pursuant to this agreement, defendant will not be able to  
8 withdraw the guilty plea.

9 (b) The USAO will be relieved of all its obligations  
10 under this agreement; in particular, the USAO: (i) will no longer  
11 be bound by any agreements concerning sentencing and will be free  
12 to seek any sentence up to the statutory maximum for the crimes  
13 to which defendant has pleaded guilty; (ii) will no longer be  
14 bound by any agreements regarding criminal prosecution, and will  
15 be free to criminally prosecute defendant for any crime,  
16 including charges that the USAO would otherwise have been  
17 obligated not to criminally prosecute pursuant to this agreement;  
18 and (iii) will no longer be bound by any agreement regarding the  
19 use of Cooperation Information and will be free to use any  
20 Cooperation Information in any way in any investigation, criminal  
21 prosecution, or civil, administrative, or regulatory action.

22 (c) The USAO will be free to criminally prosecute  
23 defendant for false statement, obstruction of justice, and  
24 perjury based on any knowingly false or misleading statement by  
25 defendant.

26 (d) In any investigation, criminal prosecution, or  
27 civil, administrative, or regulatory action: (i) defendant will  
28 not assert, and hereby waives and gives up, any claim that any

1 Cooperation Information was obtained in violation of the Fifth  
2 Amendment privilege against compelled self-incrimination; and  
3 (ii) defendant agrees that any Cooperation Information and any  
4 Plea Information, as well as any evidence derived from any  
5 Cooperation Information or any Plea Information, shall be  
6 admissible against defendant, and defendant will not assert, and  
7 hereby waives and gives up, any claim under the United States  
8 Constitution, any statute, Rule 410 of the Federal Rules of  
9 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure,  
10 or any other federal rule, that any Cooperation Information, any  
11 Plea Information, or any evidence derived from any Cooperation  
12 Information or any Plea Information should be suppressed or is  
13 inadmissible.

14 27. Following the Court's finding of a knowing breach of  
15 this agreement by defendant, should the USAO choose to pursue any  
16 charge that was either dismissed or not filed as a result of this  
17 agreement, then:

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

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

26 COURT AND PROBATION OFFICE NOT PARTIES

27 28. Defendant understands that the Court and the United  
28 States Probation Office are not parties to this agreement and

1 need not accept any of the USAO's sentencing recommendations or  
2 the parties' agreements to facts or sentencing factors.

3 29. Defendant understands that both defendant and the USAO  
4 are free to: (a) supplement the facts by supplying relevant  
5 information to the United States Probation Office and the Court,  
6 (b) correct any and all factual misstatements relating to the  
7 Court's Sentencing Guidelines calculations, and (c) argue on  
8 appeal and collateral review that the Court's Sentencing  
9 Guidelines calculations are not error, although each party agrees  
10 to maintain its view that the calculations in paragraph 16 are  
11 consistent with the facts of this case. While this paragraph  
12 permits both the USAO and defendant to submit full and complete  
13 factual information to the United States Probation Office and the  
14 Court, even if that factual information may be viewed as  
15 inconsistent with the facts agreed to in this agreement, this  
16 paragraph does not affect defendant's and the USAO's obligations  
17 not to contest the facts agreed to in this agreement.

18 30. Defendant understands that even if the Court ignores  
19 any sentencing recommendation, finds facts or reaches conclusions  
20 different from those agreed to, and/or imposes any sentence up to  
21 the maximum established by statute, defendant cannot, for that  
22 reason, withdraw defendant's guilty plea, and defendant will  
23 remain bound to fulfill all defendant's obligations under this  
24 agreement. Defendant understands that no one -- not the  
25 prosecutor, defendant's attorney, or the Court -- can make a  
26 binding prediction or promise regarding the sentence defendant  
27 will receive, except that it will be within the statutory  
28 maximum.

1 NO ADDITIONAL AGREEMENTS

2 31. Defendant understands that, except as set forth herein,  
3 there are no promises, understandings, or agreements between the  
4 USAO and defendant or defendant's attorney, and that no  
5 additional promise, understanding, or agreement may be entered  
6 into unless in a writing signed by all parties or on the record  
7 in court.

8 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

9 32. The parties agree that this agreement will be  
10 considered part of the record of defendant's guilty plea hearing  
11 as if the entire agreement had been read into the record of the  
12 proceeding.

13 AGREED AND ACCEPTED

14 UNITED STATES ATTORNEY'S OFFICE  
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 ANDRÉ BIROTTE JR.  
17 United States Attorney

18 \_\_\_\_\_  
19 EVAN J. DAVIS  
20 Assistant United States Attorney

\_\_\_\_\_  
Date

21 \_\_\_\_\_  
22 ROBIN PHILLIPS  
23 Defendant

\_\_\_\_\_  
Date

24 \_\_\_\_\_  
25 SUMMER MCKEIVIER  
26 Attorney for Defendant  
27 Robin Phillips

\_\_\_\_\_  
Date

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.

\_\_\_\_\_  
ROBIN PHILLIPS  
Defendant

\_\_\_\_\_  
Date

1                                   CERTIFICATION OF DEFENDANT'S ATTORNEY

2           I am Robin Phillips' 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 her 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 a guilty plea pursuant to this agreement.

17  
18 \_\_\_\_\_  
19 SUMMER MCKEIVIER  
20 Attorney for Defendant  
21 Robin Phillips

\_\_\_\_\_ Date