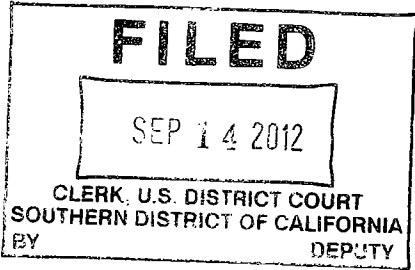


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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	Criminal Case No. <u>12cr3763-mma</u>
)	
Plaintiff,)	<u>I N F O R M A T I O N</u>
)	
v.)	Title 18, U.S.C., Sec. 1341 -
)	Mail Fraud; Title 26, U.S.C.,
JILLIAN HANSON-COX,)	Sec. 7206(1) - Making of False
)	Returns
Defendant.)	
)	
)	

The United States Attorney charges:

Count 1

(18 U.S.C. §1341 - Mail Fraud)

1. Beginning not later than April 2004, and continuing through at least October 2008, within the Southern District of California and elsewhere, Defendant JILLIAN HANSON-COX knowingly, and with the intent to defraud, devised and intended to devise a material scheme to defraud her employer, Century Design, Inc. (CDI), and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

2. During the period outlined above, and as part of the scheme, Defendant JILLIAN HANSON-COX: (a) embezzled, and without authority converted to her own use and benefit, more than \$3,500,000 of the funds of her employer, CDI, where she served as the Controller during

1 most of that period; (b) misused her signing authority on California
2 Bank & Trust (CB&T) account xxxx-xx-1771, CDI's primary business
3 checking account, including the authority to issue CDI checks bearing
4 only her signature; (c) wrote unauthorized checks on CDI account 1771
5 (1) payable to herself, (2) to pay outstanding balances on her
6 personal credit cards, and (3) to pay businesses for services and
7 items of benefit to her (but not to CDI) directly or to support her
8 community activities; (d) failed to disclose to her credit card
9 companies, including Citibank (South Dakota, N.A.), that the checks
10 she signed on CDI account 1771 to pay her credit card balances were
11 not authorized by CDI; (e) failed to disclose to non-CDI-related
12 businesses and vendors that she did not have authority to use CDI
13 checks or funds to pay for their products or services; and (f) made
14 false entries in CDI's books and records to reflect a payee different
15 from the payee on the actual check in order to conceal the fact that
16 unauthorized CDI checks had been issued by her to pay non-CDI-related
17 businesses and vendors.

18 3. On or about November 7, 2007, within the Southern District
19 of California and elsewhere, Defendant JILLIAN HANSON-COX, for the
20 purpose of executing and attempting to execute the above-described
21 scheme to defraud and to obtain money and property by means of false
22 and fraudulent pretenses, representations, and promises, and the
23 concealment of material facts, knowingly caused CDI checks #48196
24 (\$35,000.00) and #48208 (\$42,850.00) to be sent and delivered by FedEx
25 Corporation, a private and commercial interstate carrier, according
26 to the directions thereon.

27 All in violation of Title 18, United States Code, Section
28 1341.

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Count 2

(26 U.S.C. §7206(1) - Filing False Tax Return)

4. On or about October 15, 2008, within the Southern District of California, defendant JILLIAN HANSON-COX, a resident of El Cajon, California, did willfully make and subscribe a false and fraudulent tax return, for the tax year 2007, by filing and causing to be filed with the Director, Internal Revenue Service Center, electronically, a false and fraudulent U.S. Individual Income Tax Return which was verified by a written declaration that it was made under the penalties of perjury, and which she did not believe to be true and correct as to every material matter, in that said income tax return reported \$165,618 in adjusted gross income, whereas, as defendant JILLIAN HANSON-COX then and there well knew and believed, the adjusted gross income was substantially understated as a result of her intentional failure to report approximately \$2,000,000 in other income; in violation of Title 26, United States Code, Section 7206(1).

DATED: September ____, 2012.

LAURA E. DUFFY
United States Attorney

STEPHEN P. CLARK
Assistant U.S. Attorney

REBECCA S. KANTER
Assistant U.S. Attorney

1 LAURA E. DUFFY
United States Attorney
2 Rebecca S. Kanter
Stephen P. Clark
3 Assistant U.S. Attorneys
California Bar Nos.230257/135621
4 Federal Office Building
880 Front Street, Room 6293
5 San Diego, California 92101-8893
Telephone: (619) 546-7304/6761

SEP 14 2012

6 Attorneys for Plaintiff
7 United States of America

8 **CC COPY**

9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,) Case No.
12)
Plaintiff,)
13)
v.) PLEA AGREEMENT
14)
JILLIAN HANSON-COX,)
15)
Defendant.)
16)

17 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
18 AMERICA, through its counsel, Laura E. Duffy, United States Attorney,
19 and Rebecca S. Kanter and Stephen P. Clark, Assistant United States
20 Attorneys, and the Defendant, JILLIAN HANSON-COX, with the advice and
21 consent of Sebastian D'Amico and Charles M. Sevilla, counsel for
22 Defendant, as follows:

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28 Rev. 1/3/11

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I

THE PLEA

Defendant JILLIAN HANSON-COX ("Defendant") agrees to waive Indictment and plead guilty to an Information charging Defendant with: one count of mail fraud, in violation of Title 18, United States Code, Section 1341; and one count of filing a false federal income tax return, in violation of Title 26, United States Code, Section 7206(1).

In exchange for Defendant's guilty plea to the above charges and subject to the conditions set forth herein, plaintiff UNITED STATES OF AMERICA ("the Government") agrees not to bring further criminal charges against Defendant relating to the conduct described in the Factual Basis, below (Section II, Paragraph B) or relating to other conduct known to the Government at the date of the execution of this plea agreement.

II

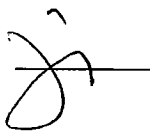
NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

Defendant understands that the offenses to which she is pleading guilty have the following elements:

MAIL FRAUD

- 1. The defendant knowingly devised a scheme or plan to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises;
- 2. The statements made or facts omitted as part of the scheme were material, that is they had a natural tendency to influence, or were capable of influencing, a person to part with money or property;

Def. Initials 

- 1 3. The defendant acted with the intent to defraud, that
2 is, the intent to deceive or cheat; and
3 4. The defendant used, or caused to be used, the mails to
4 carry out or attempt to carry out an essential part of the
5 scheme.

6 FALSE TAX RETURN

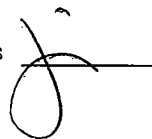
- 7 1. The defendant made and signed a tax return for the
8 year 2007 that she knew contained false information as to
9 a material matter;
10 2. The return contained a written declaration that it was
11 being signed subject to the penalties of perjury; and
12 3. In filing the false tax return, the defendant acted
13 willfully.

14 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

15 Defendant has fully discussed the facts of this case with
16 defense counsel. Defendant has committed each of the elements of the
17 crime, and admits that there is a factual basis for this guilty plea.
18 The following facts are true and undisputed:

19 1. Beginning at least as early as April 2004, and
20 continuing through at least October 2008, within the Southern District
21 of California, and elsewhere, Defendant knowingly, and with the intent
22 to defraud, devised and executed a scheme to defraud her employer,
23 Century Design, Inc. (CDI), and others, and to obtain money and
24 property by means of false and fraudulent premises, representations,
25 and promises, and the concealment of material facts.

26 2. During the period outlined above (2004-2008),
27 Defendant embezzled, and without authority converted to her own use
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Def. Initials 

1 and benefit, more than \$3,500,000 of the funds of her employer, CDI,
2 where she served as the Controller during most of that period.

3 3. Defendant had signing authority on California Bank &
4 Trust (CB&T) account xxxx-xx-1771, CDI's primary business checking
5 account, including the authority to issue CDI checks bearing only her
6 signature.

7 4. Without authorization from CDI or its owners,
8 Defendant wrote checks on CDI account 1771: (1) payable to herself;
9 (2) to pay outstanding balances on her personal credit cards; and (3)
10 to pay businesses for services and items of benefit to Defendant (but
11 not to CDI) directly or to support Defendant's community activities.

12 5. Defendant failed to disclose to her credit card
13 companies, including Citibank (South Dakota, N.A.), that the checks
14 she signed on CDI account 1771 to pay her credit card balances were
15 not authorized by CDI.

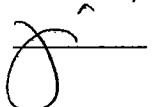
16 6. Defendant failed to disclose to non-CDI-related
17 businesses and vendors that she did not have authority to use CDI
18 checks or funds to pay for their products or services.

19 7. To conceal the fact that unauthorized CDI checks had
20 been issued to non-CDI-related businesses and vendors, Defendant made
21 false entries in CDI's books and records to reflect a payee different
22 from the payee on the actual check.

23 8. Defendant used, caused others to use, and could
24 reasonably foresee the use of the United States Mail and private and
25 commercial interstate carriers to carry out her scheme to embezzle and
26 convert to her own use and benefit the funds of CDI.

27 9. Among the items Defendant caused to be delivered by
28 United States Mail and private and commercial interstate carriers,

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1 within the Southern District of California and elsewhere, were CDI
2 checks numbered 48196 (\$35,000.00) and 48208 (\$42,850.00) sent by
3 Federal Express on November 7, 2007.

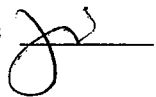
4 10. Defendant made and signed federal, individual income
5 tax returns, including returns for the years 2005, 2006, 2007, and
6 2008, that she knew contained false information as to a material
7 matter, in that in each return Defendant intentionally failed to
8 report as other income the CDI funds she embezzled and converted to
9 her own use and benefit, resulting in a cumulative tax loss of more
10 than \$1,200,000.

11 11. Defendant's federal income tax returns for 2005,
12 2006, 2007, and 2008 each contained a written declaration that it was
13 being signed subject to the penalties of perjury.

14 12. In filing the false federal income tax returns for
15 the years 2005, 2006, 2007, and 2008, Defendant acted willfully, that
16 is Defendant was aware of her obligation under the federal tax laws
17 to report income and intended to violate that known duty.

18 13. On or about October 15, 2008, within the Southern
19 District of California, Defendant caused to be filed with the Internal
20 Revenue Service a false and fraudulent federal income tax return for
21 the year 2007, which Defendant verified by a written declaration was
22 made under the penalties of perjury, and which Defendant did not
23 believe to be true as to every material matter, in that the return
24 reported \$165,618 in adjusted gross income, but intentionally failed
25 to report other income in an amount of approximately \$2,000,000.

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1 III

2 PENALTIES

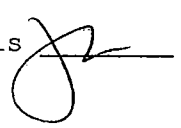
3 Defendant understands that the crimes to which Defendant is
4 pleading guilty carry the following penalties:

5 MAIL FRAUD

- 6 A. a maximum twenty years in prison;
- 7 B. a maximum fine of \$250,000 or twice the gross gain or loss
8 resulting from the offense, whichever is greater;
- 9 C. a mandatory special assessment of \$100;
- 10 D. a term of supervised release of no more than three years
11 (Defendant understands that failure to comply with any of
12 the conditions of supervised release may result in
13 revocation of supervised release, requiring Defendant to
14 serve in prison all or part of the term of supervised
15 release); and
- 16 E. an order from the Court pursuant to 18 U.S.C. § 3663A that
17 Defendant make mandatory restitution to the victim(s) of
18 the offense of conviction, or the estate(s) of the
19 victims(s).

20 FALSE TAX RETURN

- 21 A. a maximum three years in prison;
- 22 B. a maximum fine of \$100,000;
- 23 C. a mandatory special assessment of \$100;
- 24 D. a term of supervised release of no more than one year
25 (Defendant understands that failure to comply with any of
26 the conditions of supervised release may result in
27 revocation of supervised release, requiring defendant to

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serve in prison all or part of the term of supervised release.)

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS

Defendant understands that this guilty plea waives the right to:

- A. Continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages of trial;
- D. Confront and cross-examine adverse witnesses;
- E. Present evidence and to have witnesses testify on behalf of defendant; and,
- F. Not testify or have any adverse inferences drawn from the failure to testify.

V

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

The Government represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to Defendant. The Government will continue to provide such information establishing the factual innocence of Defendant.

Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if Defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty Defendant will not be provided this information, if any, and Defendant also waives the right to this information. Finally, Defendant agrees

Def. Initials

1 not to attempt to withdraw the guilty plea or to file a collateral
2 attack based on the existence of this information.

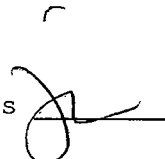
3 VI

4 **DEFENDANT'S REPRESENTATION THAT GUILTY**
5 **PLEA IS KNOWING AND VOLUNTARY**

6 Defendant represents that:

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

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D. Defendant is pleading guilty because in truth and in fact Defendant is guilty and for no other reason.

VII

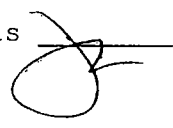
AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE SOUTHERN DISTRICT OF CALIFORNIA

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities, although the Government will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

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

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IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The Government has not made and will not make any representation as to what sentence Defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is not binding on the Court. Likewise, the recommendation made by the Government is not binding on the Court, and it is uncertain at this time what Defendant's sentence will be. Defendant also has been advised and understands that if the sentencing judge does not follow any of the parties' sentencing recommendations, defendant nevertheless has no right to withdraw the plea.

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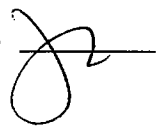
PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

Although the parties understand that the Guidelines are only advisory and just one of the factors 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:

MAIL FRAUD

- 1. Base Offense Level [§ 2B1.1(a)(1)] 7
- 2. Loss over \$2,500,000, not over \$7,000,000 +18
[§ 2B1.1(b)(1)(J)]

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FALSE TAX RETURN

- 3. Base Offense Level [§ 2T1.1(a)(1) and 2T4.1(I)- Loss greater than \$1,000,000] 22
- 4. Income from Criminal Activity [2T1.1(b)(1)] +2

ACCEPTANCE OF RESPONSIBILITY

- 5. Acceptance of Responsibility [§ 3E1.1(b)] -3


B. ACCEPTANCE OF RESPONSIBILITY

Notwithstanding paragraph A.5 above, the Government will not be obligated to recommend any 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 Government, the Court or probation officer, or
- 4. Materially breaches this plea agreement in any way.

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

The Government will recommend an upward adjustment of 2 levels to the Sentencing Guidelines group with the highest offense level, to result in a combined offense level of 27, pursuant to USSG § 3D1.4. The Defendant will oppose the combined offense level adjustment. The parties agree that Defendant may request or recommend additional downward adjustments, departures, including criminal history departures under USSG § 4A1.3, or sentence reductions under 18 U.S.C.

Def. Initials 

1 § 3553. The Government may oppose any such additional downward
2 adjustments, departures and sentence reductions not set forth in this
3 paragraph or in Section X, paragraph A above.

4 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

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

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

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

12 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

13 The parties agree that the Government will recommend that
14 defendant be sentenced to the low end of the advisory guideline range
15 as calculated by the Government pursuant to this agreement.

16 G. SPECIAL ASSESSMENT/FINE/RESTITUTION

17 1. Special Assessment.

18 The parties will jointly recommend that Defendant pay a special
19 assessment in the amount of \$200.00 to be paid forthwith at time of
20 sentencing. The special assessment shall be paid through the office
21 of the Clerk of the District Court by bank or cashier's check or money
22 order made payable to the "Clerk, United States District Court."

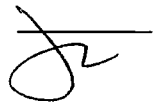
23 2. Fine.

24 The parties do not recommend imposition of a fine in light of
25 the significant restitution to be recommended.

26 3. Restitution.

27 Defendant agrees that the amount of restitution ordered by the
28 Court may include Defendant's total offense conduct, and is, not

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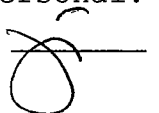
1 limited to the count of conviction. Accordingly, the parties will
2 jointly recommend that Defendant pay restitution in an amount which
3 the Court shall order payable forthwith to or on behalf of the victims
4 of the offense that are identified before the date of sentencing.
5 Defendant agrees and understands that any payment schedule imposed by
6 the Court is without prejudice to the United States to take all
7 actions and take all remedies available to it to collect the full
8 amount of the restitution.

9 Defendant agrees that the restitution, restitution judgment,
10 payment provisions, and collection actions of this plea agreement are
11 intended to, and will, survive Defendant, notwithstanding the
12 abatement of any underlying criminal conviction after the execution
13 of this agreement. Defendant further agrees that any restitution
14 collected and/or distributed will survive her, notwithstanding the
15 abatement of any underlying criminal conviction after execution of
16 this agreement.

17 The restitution described above shall be paid through the
18 Office of the Clerk of the District Court by bank or cashier's check
19 or money order made payable to the "Clerk, United States District
20 Court."

21 Defendant agrees that, before sentencing, Defendant shall
22 provide to the United States, under penalty of perjury, a financial
23 disclosure form listing all defendant's assets and financial interests
24 valued at more than \$1,000. Defendant understands that these assets
25 and financial interests include all assets and financial interests in
26 which Defendant has an interest (or had an interest subsequent to
27 April 2004), direct or indirect, whether held in Defendant's own name
28 or in the name of another, in any property, real or personal.

Def. Initials



1 Defendant shall also identify all assets valued at more than \$5,000
2 which have been transferred to third parties since April 2004,
3 including the location of the assets and the identity of the third
4 party(ies).

5 The parties will jointly recommend that as a condition of
6 probation or supervised release, Defendant will notify the Collections
7 Unit, United States Attorney's Office, of any interest in property
8 obtained, directly or indirectly, including any interest obtained
9 under any other name, or entity, including a trust, partnership or
10 corporation after the execution of this plea agreement until the fine
11 or restitution is paid in full.

12 The parties will also jointly recommend that as a condition of
13 probation or supervised release, Defendant will notify the Collections
14 Unit, United States Attorney's Office, before Defendant transfers any
15 interest in property owned directly or indirectly by Defendant,
16 including any interest held or owned under any other name or entity,
17 including trusts, partnerships and/or corporations.

18 H. SUPERVISED RELEASE

19 If the Court imposes a term of supervised release, Defendant
20 agrees that she will not later seek to reduce or terminate early the
21 term of supervised release until she has served at least 2/3 of her
22 term of supervised release.

23 XI

24 DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

25 In exchange for the Government's concessions in this plea
26 agreement, Defendant waives, to the full extent of the law, any right
27 to appeal or to collaterally attack the conviction and any lawful
28 restitution order, except a post-conviction collateral attack based
on a claim of ineffective assistance of counsel. Defendant also

1 waives, to the full extent of the law, any right to appeal or to
2 collaterally attack her sentence, except a post-conviction collateral
3 attack based on a claim of ineffective assistance of counsel, unless
4 the Court imposes a custodial sentence above the high end of the
5 guideline range recommended by the Government pursuant to this
6 agreement at the time of sentencing. If the custodial sentence is
7 greater than the high end of that range, Defendant may appeal, but the
8 Government will be free to support on appeal the sentence actually
9 imposed. If Defendant believes the Government's recommendation is not
10 in accord with this plea agreement, Defendant will object at the time
11 of sentencing; otherwise the objection will be deemed waived.

12 If at any time Defendant files a notice of appeal, appeals or
13 collaterally attacks the conviction or sentence in violation of this
14 plea agreement, said violation shall be a material breach of this
15 agreement as further defined below.

16 **XII**

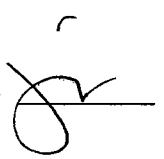
17 **BREACH OF THE PLEA AGREEMENT**

18 Defendant acknowledges, understands and agrees that if
19 Defendant violates or fails to perform any of Defendant's obligations
20 under this agreement, such violation or failure to perform may
21 constitute a material breach of this agreement.

22 Defendant acknowledges, understands and agrees further that the
23 following non-exhaustive list of conduct by Defendant unquestionably
24 constitutes a material breach of this plea agreement:

- 25 1. Failing to plead guilty pursuant to this agreement,
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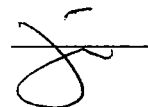
Def. Initials



- 1 2. Failing to fully accept responsibility as established
- 2 in Section X, paragraph B, above,
- 3 3. Failing to appear in court,
- 4 4. Attempting to withdraw the plea,
- 5 5. Failing to abide by any lawful court order related to
- 6 this case,
- 7 6. Appealing or collaterally attacking the sentence or
- 8 conviction in violation of Section XI of this plea
- 9 agreement, or
- 10 7. Engaging in additional criminal conduct from the time
- 11 of arrest until the time of sentencing.

12 In the event of Defendant's material breach of this plea
13 agreement, Defendant will not be able to enforce any of its
14 provisions, and the Government will be relieved of all its obligations
15 under this plea agreement. For example, the Government may pursue any
16 charges including those that were dismissed, promised to be dismissed,
17 or not filed as a result of this agreement (Defendant agrees that any
18 statute of limitations relating to such charges is tolled as of the
19 date of this agreement; Defendant also waives any double jeopardy
20 defense to such charges.) In addition, the Government may move to set
21 aside Defendant's guilty plea. Defendant may not withdraw the guilty
22 plea based on the Government's pursuit of remedies for Defendant's
23 breach.

24 Additionally, Defendant agrees that in the event of Defendant's
25 material breach of this plea agreement: (i) any statements made by
26 Defendant, under oath, at the guilty plea hearing (before either a
27 Magistrate Judge or a District Judge); (ii) the stipulated factual
28 basis statement in this agreement; and (iii) any evidence derived from

Def. Initials 

1 such statements, are admissible against Defendant in any prosecution
2 of, or action against, Defendant. This includes the prosecution of
3 the charge(s) that is the subject of this plea agreement or any
4 charge(s) that the prosecution agreed to dismiss or not file as part
5 of this agreement, but later pursues because of a material breach by
6 the Defendant. Additionally, Defendant knowingly, voluntarily, and
7 intelligently waives any argument under the United States
8 Constitution, any statute, Rule 410 of the Federal Rules of Evidence,
9 Rule 11(f) of the Federal Rules of Criminal Procedure, and/or any
10 other federal rule, that the statements or any evidence derived from
11 any statements should be suppressed or are inadmissible.

12 **XIII**

13 **ENTIRE AGREEMENT**

14 This plea agreement embodies the entire agreement between the
15 parties and supersedes any other agreement, written or oral.

16 **XIV**

17 **MODIFICATION OF AGREEMENT MUST BE IN WRITING**

18 No modification of this plea agreement shall be effective
19 unless in writing signed by all parties.

20 **XV**

21 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

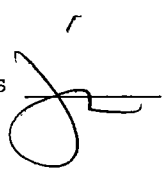
22 By signing this agreement, Defendant certifies that Defendant
23 has read it (or that it has been read to Defendant in Defendant's
24 native language). Defendant has discussed the terms of this agreement
25 with defense counsel and fully understands its meaning and effect.

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Def. Initials



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XVI

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation, although her attorneys could not, and did not, advise her in that regard.

9/10/12

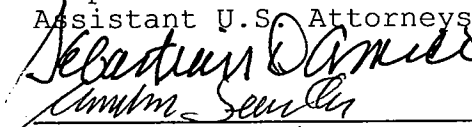
9/10/12

DATED

LAURA E. DUFFY
United States Attorney



Rebecca S. Kanter
Stephen P. Clark
Assistant U.S. Attorneys



Sebastian D'Amico
Charles M. Sevilla
Defense Counsel

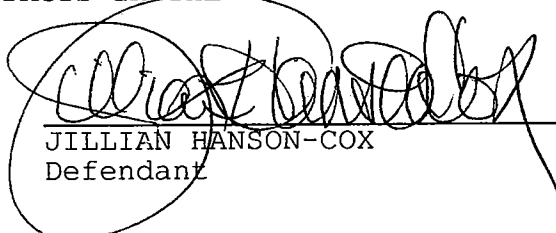
9.10.12

DATED

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 ARE TRUE.

9-10-2012

DATED



JILLIAN HANSON-COX
Defendant

Def. Initials

