

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
JAN - 5 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

JOSEPH S. BEEMSTERBOER
 Acting Chief
 CORY E. JACOBS
 DELLA SENTILLES
 Trial Attorneys
 Criminal Division, Fraud Section
 1400 New York Avenue, N.W.
 Washington, D.C. 20530
 (202) 616-4994 (Jacobs)
 (202) 445-8793 (Sentilles)

CHRISTOPHER CHIOU
 Acting United States Attorney
 JESSICA OLIVA
 Assistant United States Attorney
 District of Nevada
 501 Las Vegas Blvd. South, Suite 1100
 Las Vegas, NV 89101
 (702) 388-6268
Attorneys for the United States of America

**UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA**

UNITED STATES OF AMERICA.

Plaintiff,

v.

PAUL SUZUKI,

Defendant.

2:15-cr-00198-GMN-NJK

**Binding Plea Agreement Pursuant to Fed. R.
 Crim. P. 11(c)(1)(C) for Defendant Paul Suzuki**

This plea agreement between Paul Suzuki ("defendant") and the United States Department of
 Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the District of
 Nevada (together, the "United States") sets forth the parties' agreement regarding the criminal charges
 referenced herein and the applicable sentence, fine, restitution, and forfeiture in the above-captioned
 case. **This is a binding agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).**

1 The United States and defendant agree that the offense level to which the parties stipulate is
2 correct and that a sentence of 60 months of imprisonment and a supervised release term of 3 years is
3 appropriate in this case. If the district court accepts the plea agreement, it will be obligated to accept
4 the parties' stipulated offense level and impose the agreed-upon sentence. This agreement binds only
5 defendant, the United States, and the district court, and does not bind the U.S. Probation Office or any
6 other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.
7 This agreement does not prohibit the United States or any agency or third party from seeking any other
8 civil or administrative remedies, including administrative forfeiture or civil forfeiture *in rem* actions,
9 directly or indirectly, against defendant or defendant's property.

10 Defendant understands and agrees that this agreement is part of a "group plea deal" in which
11 the disposition of the case against defendant is tied to and conditioned on the disposition of the case
12 against his co-defendant, Junzo Suzuki. Accordingly, defendant and the United States agree that this
13 agreement and the obligations it creates will not become binding on the United States and defendant
14 unless and until: (a) defendant executes this agreement and enters a guilty plea in accordance with this
15 agreement; and (b) Junzo Suzuki executes his plea agreement with the United States and enters a guilty
16 plea in accordance with his agreement. Defendant acknowledges that defendant has discussed with
17 defendant's counsel, and carefully considered the possible advantages and disadvantages to defendant
18 of entering into this agreement as part of the group plea deal: defendant is entering into this agreement
19 as part of the group plea deal freely and voluntarily because defendant believes this agreement and the
20 group plea deal to be in defendant's best interests; and defendant is not entering into this agreement as
21 part of the group plea deal because of threats, coercion, or other undue influence by the United States
22 or by the other defendant who is part of the group plea deal, his counsel, or anyone acting on his behalf.

1 Defendant acknowledges that his counsel also represent Junzo Suzuki in this case. Defendant
2 has knowingly and voluntarily agreed to this joint representation and has knowingly and voluntarily
3 waived any potential conflict of interest that may arise out of such joint representation.

4 **I. DEFENDANT'S OBLIGATIONS**

5 I. Defendant agrees to:

6 a. At the earliest opportunity requested by the United States and provided by the
7 district court, appear and plead guilty to Count Eight of the superseding indictment in this case, which
8 charges defendant with wire fraud in violation of 18 U.S.C. § 1343;

9 b. Stipulate to the facts agreed to in this agreement;

10 c. Abide by all agreements regarding sentencing contained in this agreement;

11 d. Not seek to withdraw defendant's guilty plea once it is entered;

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

14 f. Not commit any federal, state, or local crime;

15 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices and
16 the district court;

17 h. Before and after sentencing, upon request by the district court, the United States,
18 or the U.S. Probation Office, provide accurate and complete financial information, submit sworn
19 statements, and/or give depositions under oath concerning defendant's assets and defendant's ability to
20 pay. As part of the required disclosure, defendant agrees to provide any and all financial information
21 and authorizations requested by the U.S. Probation Office for preparation of the Presentence Report.
22 Defendant further agrees that, upon filing of this agreement, the United States is authorized to obtain
23 defendant's credit report. Defendant will also complete a financial form provided by the United States,
24 to include all supporting documentation, and return it to the United States within three (3) weeks from

entry of the plea. Defendant agrees that the district court may enter any order necessary to effectuate or facilitate disclosure of defendant's financial information;

i. To facilitate payment of any fine, restitution, or assessment, surrender assets defendant obtained directly or indirectly as a result of defendant's crimes. Defendant agrees to voluntarily release funds and property under defendant's control or in which defendant has any property interest, before and after sentencing, to pay any fine or restitution identified in this agreement, agreed to by the parties, or ordered by the district court; and

j. The imposition of an *in personam* criminal forfeiture money judgment as set forth in this plea agreement and Forfeiture Allegation Two of the superseding indictment.

II. THE UNITED STATES' OBLIGATIONS

2. The United States agrees to:

a. Stipulate to facts agreed to in this agreement;

b. Abide by all agreements regarding sentencing contained in this agreement;

c. At sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable sentencing guidelines offense level, pursuant to United States Sentencing Guideline ("USSG") § 3E1.1, and move for an additional one-level reduction if available under that section;

d. At sentencing, move to dismiss the remaining counts of the superseding indictment as against defendant. Defendant agrees, however, that the district court may consider any dismissed charges in determining the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed; and

1 e. Not bring any additional charges against defendant arising out of the
 2 investigation related to this case in the District of Nevada and elsewhere, which culminated in this
 3 agreement and based on conduct known to the United States. However, the United States reserves the
 4 right to prosecute defendant for (a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any
 5 criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C.
 6 § 371).

7 III. ELEMENTS OF THE OFFENSE

8 3. Count Eight: The elements of wire fraud under 18 U.S.C. § 1343 are as follows:

9 First: Defendant knowingly devised and intended to devise a scheme or plan to
 10 defraud, or a scheme or plan for obtaining money or property by means of false
 11 or fraudulent pretenses, representations, or promises;

12 Second: The statements made as part of the scheme were material; that is, they had a
 13 natural tendency to influence, or were capable of influencing, a person to part
 14 with money or property;

15 Third Defendant acted with intent to defraud; that is, the intent to deceive and cheat;
 16 and

17 Fourth Defendant used, or caused to be used, an interstate or foreign wire
 18 communication to carry out or attempt to carry out an essential part of the
 19 scheme.

20 See Ninth Circuit Model Criminal Jury Instruction 8.124 (2010 ed.) (last approved September 2020).

21 IV. CONSEQUENCES OF CONVICTION

22 4. Maximum Statutory Penalties: Defendant understands that the statutory maximum
 23 sentence the district court can impose for a violation of 18 U.S.C. § 1343 as charged in Count Eight is:
 24 20 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the gross

1 gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment
2 of \$100.

3 5. Restitution: Defendant understands that, under 18 U.S.C. § 3663A, defendant will be
4 required to pay full restitution to the victims of the offense to which defendant is pleading guilty.
5 Defendant agrees that, in return for the United States' compliance with its obligations under this
6 agreement, the district court may order restitution to persons other than the victims of the offense to
7 which defendant is pleading guilty and in amounts greater than those alleged in the count to which
8 defendant is pleading guilty. In particular, defendant agrees that the district court may order restitution
9 to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant
10 conduct, as defined in USSG § 1B1.3, in connection with the offense to which defendant is pleading
11 guilty; and (b) any counts dismissed and charges not prosecuted pursuant to this agreement as well as
12 all relevant conduct, as defined in USSG § 1B1.3, in connection with those counts and charges. The
13 parties agree that restitution is mandatory under 18 U.S.C. § 3663A, and that the parties will submit
14 sentencing memoranda to the district court as to each party's respective position as to the amount of
15 restitution that the district court should impose.

16 6. Criminal Forfeiture: Defendant understands that the district court will impose an *in*
17 *personam* criminal forfeiture money judgment.

18 7. Parole Abolished: Defendant acknowledges that defendant's prison sentence cannot be
19 shortened by early release on parole because parole has been abolished.

20 8. Supervised Release: Defendant understands that supervised release is a period of time
21 following imprisonment during which defendant will be subject to various restrictions and
22 requirements. Defendant understands that if defendant violates one or more of the conditions of any
23 supervised release imposed, defendant may be returned to prison for all or part of the term of supervised
24 release authorized by statute for the offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than the statutory maximum stated
2 above. The United States does not oppose defendant serving his term of supervised release in Japan,
3 but defers to the U.S. Probation Office and the Court.

4 9. Factors under 18 U.S.C. § 3553: Defendant understands that the district court must
5 consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.

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

15 11. Potential Removal/Deportation Consequences of Conviction: Defendant understands
16 that, if defendant is not a United States citizen, the felony conviction in this case may subject defendant
17 to removal, also known as deportation, which may, under some circumstances, be mandatory; denial of
18 citizenship; and denial of admission to the United States in the future. The district court cannot advise
19 defendant fully regarding the immigration consequences of the felony conviction in this case, but
20 defendant's counsel has advised him about the deportation risks of his guilty plea. Defendant
21 understands that unexpected immigration consequences will not serve as grounds to withdraw
22 defendant's guilty plea.

1 **V. FACTUAL BASIS**

2 12. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is
3 agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to trial instead of
4 pleading guilty, the United States could prove defendant's guilt beyond a reasonable doubt. Defendant
5 further acknowledges that defendant's admissions and declarations of fact set forth below satisfy every
6 element of the charged offense. Defendant waives any potential future claim that the facts defendant
7 admitted below are insufficient to satisfy the elements of the charged offense. Defendant admits and
8 declares under penalty of perjury that the facts set forth below are true and correct:

9 Defendant, Relevant Individuals, and Entities

10 At all times relevant to the superseding indictment:

- 11 a. Defendant was a dual Japanese and United States citizen residing in Tokyo,
12 Japan.
- 13 b. Co-defendant Junzo Suzuki was a Japanese citizen residing in Tokyo, Japan.
- 14 c. Edwin Fujinaga ("Fujinaga") was a United States citizen residing in Las Vegas.
15 Nevada.
- 16 d. MRI International Inc. ("MRI") was a Nevada-based limited-liability company
17 located in and operated from Las Vegas, Nevada. Fujinaga owned and controlled MRI as its president
18 and chief executive officer.
- 19 e. MRI operated a service center located in Tokyo, Japan (the "Tokyo Service
20 Center"). The Tokyo Service Center, which was led by defendant and co-defendant Junzo Suzuki,
21 primarily handled MRI's marketing efforts in Japan and the solicitation of investments from investors
22 in Japan.

23 Overview of the Scheme and Artifice to Defraud

24

1 f. MRI, through defendant, co-defendant Junzo Suzuki, Fujinaga, and others,
2 represented to investors that it was engaged in the business of purchasing medical accounts receivable
3 (“MARS”), that is, debts owed by recipients of medical services or products to the individuals or entities
4 that provided those services. MRI purported to generate a profit by purchasing MARS from medical
5 providers at a discounted rate, and then collecting on the accounts from the patients owing money.

6 g. MRI, through defendant, co-defendant Junzo Suzuki, Fujinaga, and others,
7 promised investors that their money would be used exclusively for the purchase of MARS, and that
8 MRI’s superior ability to factor MARS—that is, to collect more money on the MARS than it paid for
9 those MARS—enabled MRI to pay the returns it promised investors. Investors were promised returns
10 ranging from roughly 6% to over 10% depending on the duration (two, three, or five years), amount,
11 and denomination (yen or dollar) of their investments.

12 h. From at least 2006 through in and around April 2013, defendant, co-defendant
13 Junzo Suzuki, and others at the Tokyo Service Center solicited at least hundreds of millions of dollars
14 in investments in MRI from thousands of investors who were almost exclusively based in Japan. To
15 induce investments in MRI, investors were provided with marketing materials and other documents that
16 promised investors that their investment with MRI was safe because: (1) an independent escrow agent
17 would ensure that investor money would only be used to purchase MARS, and (2) investors’ money
18 would be kept in a certain type of bank account where the principal would be protected. Fujinaga
19 controlled exactly what MRI’s investors were told by reviewing and approving most of the marketing
20 materials and legal documents that the investors received from the Tokyo Service Center.

21 i. In reality, however, MRI operated as a Ponzi scheme, in which new investor
22 money was used to pay existing investors their principal and interest due.

23 j. Before in and around April 2012, Fujinaga hid from defendant and co-defendant
24 Junzo Suzuki that MRI operated as a Ponzi scheme. As such, before in and around April 2012,

1 defendant and co-defendant Junzo Suzuki unknowingly made materially false representations to MRI
2 investors that their money would be used exclusively to purchase MARS.

3 k. In and around April 2012, however, Fujinaga expressly informed defendant and
4 co-defendant Junzo Suzuki that MRI was not using investor money for purchasing MARS, and instead
5 was using new investor money to pay the principal and interest owed to prior investors. Moreover, at
6 and around this same time, Fujinaga directed defendant and co-defendant Junzo Suzuki to raise
7 additional investor money to pay back existing investors.

8 l. Despite knowing that new investor money was being used to pay back existing
9 investors—and not for purchasing MARS as was represented to the investors—defendant and
10 co-defendant Junzo Suzuki continued raising new investor money by falsely and fraudulently
11 representing to MRI's investors that MRI would only use money invested in MRI to purchase MARS.

12 m. Based on this and other related false and fraudulent representations, MRI's
13 investors in Japan wired money to MRI in Las Vegas, Nevada.

14 n. From in and around April 2012 through in and around April 2013, defendant,
15 co-defendant Junzo Suzuki, Fujinaga, and others fraudulently induced over one-thousand investors to
16 invest more than \$141 million in MRI, which resulted in substantial financial hardship to at least 25
17 investor-victims.

18 o. For example, on or about April 26, 2012, investor H.H. wired approximately
19 \$367,242 from Shinsei Bank in Japan to an MRI bank account at Wells Fargo Bank in Las Vegas,
20 Nevada ending in 9471.

21 p. Throughout the course of the criminal conduct described in this factual basis,
22 defendant acted knowingly and with the intent to defraud together with co-defendant Junzo Suzuki and
23 Fujinaga. For the purpose of executing an essential part of the scheme, defendant, co-defendant Junzo
24

Suzuki, Fujinaga, and others transmitted and caused to be transmitted electronic communications or “wires” in foreign commerce.

VI. SENTENCING FACTORS

13. Discretionary Nature of Sentencing Guidelines: Defendant understands that in determining defendant’s sentence, the district court generally is required to calculate the applicable sentencing guidelines range and to consider that range, possible departures under the sentencing guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the sentencing guidelines are advisory only, that defendant generally cannot have any expectation of receiving a sentence within the calculated sentencing guidelines range, and that after considering the sentencing guidelines and the other § 3553(a) factors, the district court would be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), however, if the district court accepts this plea agreement, it will be obligated to follow the parties’ stipulated offense level and impose the agreed-upon sentence of a term of 60 months’ imprisonment and 3 years’ supervised release.

14. Offense Level Calculations: The parties stipulate to the following calculation of defendant’s offense level under the sentencing guidelines: agree that these stipulations will bind the district court pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) if it accepts this plea agreement; and agree that they will not seek to apply or advocate for the use of any other base offense level or any other specific offense characteristics, enhancements, or reductions in calculating the advisory guidelines range:

Base Offense Level [USSG § 2B1.1(a)(1)]:	7
Gain Is More Than \$1,500,000, But Less Than \$3,500,000 [USSG § 2B1.1(b)(1)(I) & Note 3(B)]:	+16
Resulted in Substantial Financial Hardship To 25 or More Victims [USSG § 2B1.1(b)(2)(C)]:	+6

1 Substantial Part of Fraud Scheme Committed
 2 From Outside of the U.S. [USSG § 2B1.1(b)(10)(B)]: +2

3 Adjusted Offense Level (Without Acceptance) 31

4 15. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the United States
 5 will recommend that defendant receive a two-level downward adjustment for acceptance of
 6 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the guilty
 7 plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the amount of
 8 restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit facts establishing
 9 the forfeiture allegations when defendant enters the guilty plea; (d) provides false or misleading
 10 information to the United States, the district court, or the U.S. Probation or Pretrial Services Offices;
 11 (e) denies involvement in the offense or provides conflicting statements regarding defendant's
 12 involvement or falsely denies or frivolously contests conduct relevant to the offense; (f) attempts to
 13 withdraw defendant's guilty plea; (g) commits or attempts to commit any crime; (h) fails to appear in
 14 court; or (i) violates the conditions of pretrial release.

15 Under USSG § 3E1.1(b), if the district court determines that defendant's total offense level
 16 before operation of § 3E1.1(a) is 16 or higher, and if the United States recommends a two-level
 17 downward adjustment pursuant to the preceding paragraph, the United States will move for an
 18 additional one-level downward adjustment for acceptance of responsibility before sentencing because
 19 defendant communicated defendant's decision to plead guilty in a timely manner that enabled the
 20 United States to avoid preparing for trial and to efficiently allocate its resources.

21 16. Criminal History Category: Defendant acknowledges that the district court may base
 22 defendant's sentence in part on defendant's criminal record or criminal history. The district court will
 23 determine defendant's criminal history category under the sentencing guidelines.

24 17. Additional Sentencing Information: The stipulated sentencing guidelines calculations
 are based on information now known to the parties. Defendant understands that both defendant and the

1 United States are free to (a) supplement the facts in this agreement by supplying relevant information
2 to the U.S. Probation and Pretrial Services Offices and the district court regarding the nature, scope,
3 and extent of defendant's criminal conduct and any aggravating or mitigating facts or circumstances;
4 and (b) correct any and all factual misstatements relating to the district court's sentencing guidelines
5 calculations and determination of sentence. While this paragraph permits both the United States and
6 defendant to submit full and complete factual information to the U.S. Probation and Pretrial Services
7 Offices and the district court, even if that factual information may be viewed as inconsistent with the
8 facts agreed to in this agreement, this paragraph does not affect defendant's and the United States'
9 obligations not to contest the facts agreed to in this agreement. Good faith efforts to provide truthful
10 information or to correct factual misstatements shall not be grounds for defendant to withdraw
11 defendant's guilty plea.

12 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing guidelines
13 differently and may rely on additional information it obtains through its investigation. Defendant also
14 acknowledges that the district court may rely on this and other additional information as it calculates
15 the sentencing guidelines range and makes other sentencing determinations, and the district court's
16 reliance on such information shall not be grounds for defendant to withdraw defendant's guilty plea.

17 VII. POSITIONS REGARDING SENTENCING

18 18. **This is a binding plea agreement under Federal Rule of Criminal Procedure**
19 **11(c)(1)(C).** The parties will jointly recommend that the district court sentence defendant to a
20 60-month term of imprisonment. In the event that a sentence of 60 months is outside defendant's
21 sentencing guideline range as determined by the district court, the parties will jointly request a
22 downward variance to 60 months. In agreeing to this sentencing recommendation, the parties have
23 taken into consideration all of the factors set forth in 18 U.S.C. § 3553(a) and conclude that a sentence
24 of 60 months is a just and reasonable sentence given the particular facts of this case. The parties

1 understand and the defendant acknowledges that, if the district court accepts this binding plea
2 agreement, this stipulated 60-month sentence will be binding on the district court pursuant to Fed. R.
3 Crim. P. 11(c)(1)(A) and (C). Either party may withdraw from this plea agreement in the event that
4 the district court informs the parties that it rejects this binding plea agreement. *See* Fed. R. Crim. P.
5 11(c)(1)(5).

6 19. If the district court rejects this binding plea agreement, defendant is advised that (a) the
7 district court is not required to follow the plea agreement; (b) both defendant and the United States
8 have the opportunity to withdraw from the plea; and (c) if the plea is not withdrawn, the district court
9 may dispose of the case less favorably toward the defendant than the plea agreement contemplated,
10 pursuant to Fed. R. Crim. P. 11(c)(1)(A)-(C). Defendant acknowledges, if the district court rejects the
11 plea agreement and defendant chooses not to withdraw defendant's guilty plea, the district court does
12 not have to follow the recommendation of either party.

13 20. Notwithstanding its agreement to recommend a sentence as described above, the United
14 States reserves its right to defend any lawfully imposed sentence on appeal or in any post-conviction
15 litigation.

16 21. If defendant commits any act that results in the district court finding that defendant is
17 not entitled to a downward adjustment for acceptance of responsibility, the United States is entitled to
18 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event, defendant
19 remains bound by the provisions of this agreement and shall not have the right to withdraw defendant's
20 guilty plea.

21 VIII. WAIVER OF CONSTITUTIONAL RIGHTS

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

- 23 a. The right to persist in a plea of not guilty;
- 24 b. The right to a speedy and public trial by jury;

1 c. The right to be represented by counsel—and if necessary have the court appoint
2 counsel—at trial. Defendant understands, however, that, defendant retains the right to be represented
3 by counsel—and if necessary have the court appoint counsel—at every other stage of the proceeding;

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

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

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

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

11 h. The right to pursue any affirmative defenses, Fourth Amendment or Fifth
12 Amendment claims, and any other pretrial motions that have been filed or could be filed.

13 i. Having been fully advised by defendant's counsel regarding the requirements of
14 venue with respect to the offense to which defendant is pleading guilty, to the extent the offense to
15 which defendant is pleading guilty were committed, begun, or completed outside the District of Nevada,
16 defendant knowingly, voluntarily, and intelligently waives, relinquishes, and gives up: (a) any right
17 that defendant might have to be prosecuted only in the district where the offense to which defendant is
18 pleading guilty was committed, begun, or completed; and (b) any defense, claim, or argument defendant
19 could raise or assert based upon lack of venue with respect to the offense to which defendant is pleading
20 guilty.

21 j. Having been fully advised by defendant's counsel regarding application of the
22 statute of limitations to the offense to which defendant is pleading guilty, defendant hereby knowingly,
23 voluntarily, and intelligently waives, relinquishes, and gives up: (a) any right that defendant might
24 have not to be prosecuted for the offense to which defendant is pleading guilty because of the expiration

1 of the statute of limitations for the offense prior to the filing of the superseding indictment alleging the
2 offense; and (b) any defense, claim, or argument defendant could raise or assert that prosecution of the
3 offense to which defendant is pleading guilty is barred by the expiration of the applicable statute of
4 limitations, pre-indictment delay, or any speedy trial violation.

5 **IX. WAIVER OF APPELLATE RIGHTS**

6 23. Waiver of Appellate Rights: Defendant knowingly and expressly waives: (a) the right to
7 appeal any sentence imposed if this plea agreement and binding 60-month stipulated sentence are
8 accepted and imposed by the district court; (b) the right to appeal the manner in which the district court
9 determined that sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal any
10 other aspect of the conviction, including but not limited to, the constitutionality of the statute of
11 conviction; any other aspect of the sentence; and any order of restitution or forfeiture.

12 24. Defendant reserves only the right to appeal any portion of the sentence that is above the
13 binding 60-month stipulated sentence and applicable Sentencing Guideline range as determined by the
14 district court.

15 25. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly waives all
16 collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's conviction, sentence,
17 and the procedure by which the district court adjudicated guilt and imposed sentence, except non-
18 waivable claims of ineffective assistance of counsel.

19 26. Preservation of Evidence: Defendant acknowledges that the United States and the
20 agencies investigating this case are not obligated or required to preserve any evidence obtained in the
21 investigation of this case.

22 **FORFEITURE**

23 27. Defendant knowingly and voluntarily:
24

1 a. Agrees to the district court imposing forfeiture of any property, real or personal,
2 which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1343, a specified
3 unlawful activity as defined in 18 U.S.C. §§ 1956(c)(7)(A) and 1961(1)(B), an *in personam* criminal
4 forfeiture money judgment including, but not limited to, at least an amount to be calculated pursuant to
5 the forfeiture statute in Forfeiture Allegation Two and Fed. R. Crim. P. 32.2(b)(2)(C), not to be held
6 jointly and severally liable with any co-defendants, but with the total collected money judgment amount
7 between the co-defendants not to exceed that which the government is entitled to collect based on the
8 forfeiture statute(s);

9 b. Agrees the *in personam* criminal forfeiture money judgment amount complies
10 with *Honeycutt v. United States*, 137 S. Ct. 1626 (2017) and *United States v. Thompson*, 990 F.3d 680
11 (9th Cir. 2021);

12 c. Waives defendant's right to any criminal forfeiture proceedings of the *in*
13 *personam* criminal forfeiture money judgment and the substitution and forfeiture of defendant's other
14 assets;

15 d. Waives service of process of any and all documents filed in this action and any
16 proceedings concerning the *in personam* criminal forfeiture money judgment arising from the facts and
17 circumstances of this case and the substitution and forfeiture of defendant's other assets;

18 e. Waives any further notice to defendant, defendant's agents, and defendant's
19 counsel regarding the *in personam* criminal forfeiture money judgment and the substitution and
20 forfeiture of other assets;

21 f. Agrees not to file any claim, answer, petition, and other documents in any
22 proceedings concerning the *in personam* criminal forfeiture money judgment, and the substitution and
23 forfeiture of defendant's other assets; agrees not to contest, and agrees not to assist any other person
24 and entity to contest, the *in personam* criminal forfeiture money judgment, the substitution and

1 forfeiture of assets; and agrees to withdraw immediately any claim, answer, petition, and other
2 documents in any proceedings;

3 g. Waives the statute of limitations, the CAFRA requirements, Fed. R. Crim. P. 7,
4 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the charging document, the district
5 court advising defendant of the forfeiture at the change of plea, the district court having a forfeiture
6 hearing, the district court making factual findings regarding the forfeiture, the district court announcing
7 the forfeiture at the change of plea and sentencing, the district court attaching the forfeiture order to the
8 Judgment in a Criminal Case, the substitution and forfeiture of defendant's other assets, and any and
9 all constitutional, statutory, legal, equitable rights, defenses, and claims regarding the *in personam*
10 criminal forfeiture money judgment and the substitution and forfeiture of defendant's other assets in
11 any proceedings, including, but not limited to, double jeopardy and due process under the Fifth
12 Amendment to the United States Constitution;

13 h. Waives any and all constitutional, statutory, legal, equitable rights, defenses, and
14 claims regarding the *in personam* criminal forfeiture money judgment, and the substitution and
15 forfeiture of defendant's other assets in any proceedings, including, but not limited to, a jury trial under
16 the Sixth Amendment to the United States Constitution;

17 i. Waives any and all constitutional, statutory, legal, equitable rights, defenses, and
18 claims regarding the *in personam* criminal forfeiture money judgment, and the substitution and
19 forfeiture of defendant's other assets in any proceedings, including, but not limited to, excessive fines
20 and cruel and unusual punishments under the Eighth Amendment to the United States Constitution;

21 j. Waives any and all constitutional, statutory, legal, equitable rights, defenses, and
22 claims regarding the *in personam* criminal forfeiture money judgment and the substitution and
23 forfeiture of defendant's other assets in any proceedings under *Honeycutt* and *Thompson*;
24

1 k. Agrees to the entry of an Order of Forfeiture with the *in personam* criminal
2 forfeiture money judgment and the substitution and forfeiture of defendant's other assets to the United
3 States;

4 l. Waives the right to appeal any Order of Forfeiture;

5 m. Agrees the *in personam* criminal forfeiture money judgment is immediately due
6 and payable and is subject to immediate collection by the United States;

7 n. Agrees and understands the *in personam* criminal forfeiture money judgment and
8 the substitution and forfeiture of defendant's other assets to satisfy the money judgment shall not be
9 treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, and any other penalty
10 the district court may impose upon defendant in addition to the forfeiture;

11 o. Agrees and understands that on the government's motion, the district court may
12 at any time enter an order of forfeiture or amend an existing order of forfeiture to include subsequently
13 located property or substitute property pursuant to Fed. R. Crim. P. 32.2(b)(2)(A) and (C) and 32.2(e);

14 p. Acknowledges the amount of the forfeiture may differ from, and may be
15 significantly greater than or less than, the amount of restitution;

16 q. Agrees to take all steps as requested by the United States to pass clear title of
17 any forfeitable assets which may be used to satisfy the *in personam* criminal forfeiture money judgment
18 to the United States and to testify truthfully in any judicial forfeiture proceedings. Defendant
19 understands and agrees that the *in personam* criminal forfeiture money judgment amount represents
20 proceeds and/or facilitating property of illegal conduct and is forfeitable. Defendant shall provide the
21 United States with a full and complete financial disclosure statement under penalty of perjury within
22 10 days of executing the plea agreement. The financial statement shall disclose to the United States all
23 of assets and financial interests valued at more than \$1,000. Defendant understands these assets and
24 financial interests include all assets and financial interests that defendant has an interest, direct or

indirect, whether held in defendant's name or in the name of another, in any property, real or personal. Defendant shall also identify all assets valued at more than \$1,000 which defendant has transferred to third parties or diverted from defendant directly to third parties, since April 2012, including the location of the assets and the identity of any third party; and

r. Admits the *in personam* criminal forfeiture money judgment amount is any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1343, a specified unlawful activity as defined in 18 U.S.C. §§ 1956(c)(7)(A) and 1961(l)(B), or a conspiracy to commit such offense and is subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) with 28 U.S.C. § 2461(c); 18 U.S.C. § 1343; and 21 U.S.C. § 853(p).

XI. RESULT OF WITHDRAWAL OF GUILTY PLEA OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION

28. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than the district court rejecting the binding plea agreement or a claim and finding that entry into this agreement was involuntary, then (a) the United States will be relieved of all of its obligations under this agreement and (b) should the United States choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

29. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if defendant's conviction is vacated, reversed, or set aside, both the United States and defendant will be released from all their obligations under this agreement, except that, should the United States choose to pursue any

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

7 XII. BREACH OF AGREEMENT

8 30. Defendant agrees that if, at any time after this agreement becomes effective, defendant
9 knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"),
10 the United States may declare this agreement breached. All of defendant's obligations are material, a
11 single breach of this agreement is sufficient for the United States to declare a breach, and defendant
12 shall not be deemed to have cured a breach without the express agreement of the United States in
13 writing. If the United States declares this agreement breached, and the district court finds such a breach
14 to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement,
15 defendant will remain bound by the provisions of this agreement and will not be able to withdraw the
16 guilty plea, and (b) the United States will be relieved of all its obligations under this agreement.

17 31. Following the district court's finding of a knowing breach of this agreement by
18 defendant, should the United States choose to pursue any charge that was either dismissed or not filed
19 as a result of this agreement, then:

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

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

1 c. Defendant agrees that: (i) any statements made by defendant, under oath, at the
 2 guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed-to factual basis
 3 statement in this agreement; and (iii) any evidence derived from such statements, shall be admissible
 4 against defendant in any such action against defendant, and defendant waives and gives up any claim
 5 under the United States Constitution, any statute, Federal Rule of Evidence 410, Federal Rule of
 6 Criminal Procedure 11(f), or any other federal rule, that the statements or any evidence derived from
 7 the statements should be suppressed or are inadmissible.

8 **XIII. COURT AND UNITED STATES PROBATION**
 9 **AND PRETRIAL SERVICES OFFICE NOT PARTIES**

10 32. Defendant understands that the U.S. Probation and Pretrial Services Offices are not
 11 parties to this agreement and need not accept any of the United States sentencing recommendations or
 12 the parties' agreements to facts or sentencing factors. Defendant understands that the district court is
 13 not a party to this agreement and is only bound by the parties' stipulated offense level and the parties'
 14 sentencing recommendation.

15 33. Defendant understands that both defendant and the United States are free to argue on
 16 appeal and collateral review that the district court's sentencing guidelines calculations and the sentence
 17 it chooses to impose are not error.

18 34. Defendant understands that, if the district court rejects the plea agreement and defendant
 19 chooses not to withdraw defendant's guilty plea, the district court may ignore any sentencing
 20 recommendation, find facts or reach conclusions different from those agreed to by the parties, or impose
 21 any sentence up to the maximum established by statute, and defendant will remain bound to fulfill all
 22 defendant's obligations under this agreement. Defendant understands that, if the district court rejects
 23 the plea agreement and defendant chooses not to withdraw defendant's guilty plea, no one—not the
 24 prosecutor, defendant's counsel, or the district court—can make a binding prediction or promise
 regarding the sentence defendant will receive, except that it will be within the statutory maximum.

XIV. ADDITIONAL ACKNOWLEDGMENTS

35. Defendant acknowledges that:

a. Defendant read this agreement and defendant understands its terms and conditions.

b. Defendant had adequate time to discuss this case, the evidence, and this agreement with defendant's counsel.

c. Defendant carefully and thoroughly discussed all terms of this agreement with defendant's counsel.

d. Defendant understands the terms of this agreement and voluntarily agrees to those terms.

e. Defendant has discussed with defendant's counsel the following: the evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. 3553(a); the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

f. The representations contained in this agreement are true and correct, including the factual basis for defendant's offense set forth in this agreement.

g. Defendant was not under the influence of any alcohol, drug, or medicine that would impair defendant's ability to understand the agreement when defendant considered signing this agreement and when defendant signed it.

36. Defendant understands that defendant alone decides whether to plead guilty or go to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of the charges brought against defendant, defendant's possible defenses, and the benefits and possible detriments of proceeding to trial.

1 37. Defendant understands that no promises, understandings, or agreements other than those
2 set forth in this agreement have been made or implied by defendant, defendant's counsel, or the United
3 States, and no additional promises, agreements, or conditions shall have any force or effect unless set
4 forth in writing and signed by all parties or confirmed on the record before the district court.

5 38. Defendant acknowledges that defendant decided to plead guilty voluntarily and that no
6 one threatened, coerced, or forced defendant to enter into this agreement.

7 39. Defendant is satisfied with the representation of defendant's counsel, defendant has
8 knowingly and voluntarily waived any potential conflict of interest that may arise out of such joint
9 representation discussed above, and defendant is pleading guilty because defendant is guilty of the
10 charges and chooses to take advantage of the promises set forth in this agreement and for no other
11 reason.

12
13
14
15 [THIS SPACE INTENTIONALLY LEFT BLANK]
16
17
18
19
20
21
22
23
24

XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED:

FOR THE UNITED STATES OF AMERICA:

JOSEPH S. BEEMSTERBOER
Acting Chief, Fraud Section
Criminal Division
United States Department of Justice

CHRISTOPHER CHIOU
Acting United States Attorney
District of Nevada

Cory E. Jacobs

CORY E. JACOBS
Trial Attorney
Criminal Division, Fraud Section

Jessica Oliva

JESSICA OLIVA
Assistant United States Attorney

11/5/21

Date

DS

DELLA SENTILLES
Trial Attorney
Criminal Division, Fraud Section

11/5/21

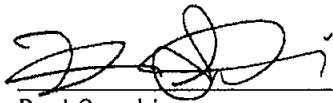
Date

11/5/21

Date

1 AGREED AND ACCEPTED:

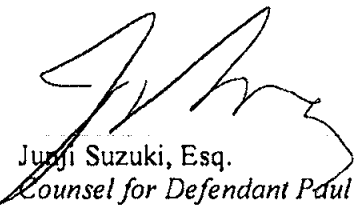
2 FOR DEFENDANT PAUL SUZUKI:

3
4 

5 Paul Suzuki
6 Defendant

11/4/2021

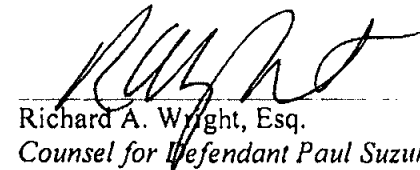
Date

7 

8 Junji Suzuki, Esq.
9 Counsel for Defendant Paul Suzuki

11/4/2021

Date

10 

11 Richard A. Wright, Esq.
12 Counsel for Defendant Paul Suzuki

11/4/21

Date