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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JIN SU PARK,
aka "Jay Oh,"

Defendant.

19CR00067-VAP

PLEA AGREEMENT FOR DEFENDANT
JIN SU PARK

1. This constitutes the plea agreement between JIN SU PARK, also known as "Jay Oh" ("defendant"), and the United States Attorney's Office for the Central District of California ("the USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

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 Counts One and Two in the three-

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CENTRAL DIST. OF CALIF.
LOS ANGELES

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1 count information in this matter, in the form attached to this
2 agreement as Exhibit A or a substantially similar form, which charge
3 defendant with (1) importing merchandise contrary to law, in
4 violation of 18 U.S.C. §§ 545, 2(b) (Count One); and (2) introducing
5 misbranded drugs into interstate commerce, in violation of 21 U.S.C.
6 §§ 331(a), 352, 333(a)(2) (Count Two).

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

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

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

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

19 g. Pay the applicable special assessments at or before
20 the time of sentencing unless defendant lacks the ability to pay and
21 prior to sentencing submits a completed financial statement on a form
22 to be provided by the USAO.

23 h. Make restitution, and not seek the discharge of any
24 restitution obligation, in whole or in part, in any present or future
25 bankruptcy proceeding.

26 i. Agree to be jointly and severally liable for paying
27 any fines that the Court orders for co-defendant RNG GLOBAL
28 MANAGEMENT AND TRADING GROUP INC.

1 3. Defendant further agrees:

2 a. Truthfully to disclose to law enforcement officials,
3 at a date and time to be set by the USAO, the location of,
4 defendant's ownership interest in, and all other information known to
5 defendant about, all monies, properties, and/or assets of any kind,
6 derived from or acquired as a result of, or used to facilitate the
7 commission of, defendant's illegal activities, and to forfeit all
8 right, title, and interest in and to such items, specifically
9 including all right, title, and interest in and to all United States
10 currency, property and assets.

11 b. To the Court's entry of an order of forfeiture at or
12 before sentencing with respect to these assets and to the forfeiture
13 of the assets.

14 c. To take whatever steps are necessary to pass to the
15 United States clear title to the assets described above, including,
16 without limitation, the execution of a consent decree of forfeiture
17 and the completing of any other legal documents required for the
18 transfer of title to the United States.

19 d. Not to contest any administrative forfeiture
20 proceedings or civil judicial proceedings commenced against these
21 properties pursuant to 18 U.S.C. § 981. With respect to any criminal
22 forfeiture ordered as a result of this plea agreement, defendant
23 waives the requirements of Federal Rules of Criminal Procedure 32.2
24 and 43(a) regarding notice of the forfeiture in the charging
25 instrument, announcements of the forfeiture sentencing, and
26 incorporation of the forfeiture in the judgment. Defendant
27 acknowledges that forfeiture of the assets is part of the sentence
28 that may be imposed in this case and waives any failure by the Court

1 to advise defendant of this, pursuant to Federal Rule of Criminal
2 Procedure 11(b)(1)(J), at the time the Court accepts defendant's
3 guilty pleas.

4 e. Not to assist any other individual in any effort
5 falsely to contest the forfeiture of the assets described above.

6 f. Not to claim that reasonable cause to seize the assets
7 was lacking.

8 g. To cooperate fully with the USAO in all future civil,
9 administrative, or ancillary proceedings arising out of this case
10 relating to the forfeiture of assets.

11 h. To prevent the transfer, sale, destruction, or loss of
12 any and all assets described above to the extent defendant has the
13 ability to do so.

14 i. To fill out and deliver to the USAO a completed
15 financial statement listing defendant's assets on a form provided by
16 the USAO.

17 j. That forfeiture of assets described above shall not be
18 counted toward satisfaction of any special assessment, fine,
19 restitution, costs, or other penalty the Court may impose.

20 THE USAO'S OBLIGATIONS

21 4. The USAO agrees to:

22 a. Not contest facts agreed to in this agreement.

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

25 c. At the time of sentencing, move to dismiss the
26 remaining count of the information as against defendant. Defendant
27 agrees, however, that at the time of sentencing the Court may
28 consider any dismissed charges in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any
2 departure from that range, and the sentence to be imposed.

3 d. At the time of sentencing, provided that defendant
4 demonstrates an acceptance of responsibility for the offenses up to
5 and including the time of sentencing, recommend a two-level reduction
6 in the applicable Sentencing Guidelines offense level, pursuant to
7 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
8 additional one-level reduction if available under that section.

9 e. With respect to counts One and Two, not seek a
10 sentence of imprisonment above the high end of, and make no
11 recommendation as to the point within, the applicable Sentencing
12 Guidelines range at which a term of imprisonment should be selected,
13 provided that the offense level used by the Court to determine that
14 range is 17 or higher and provided that the Court does not depart
15 downward in offense level or criminal history category. For purposes
16 of this agreement, the high end of the Sentencing Guidelines range is
17 that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

18 NATURE OF THE OFFENSES

19 5. Defendant understands that for defendant to be guilty of
20 the crime charged in Count One, that is, importing merchandise
21 contrary to law in violation of Title 18, United States Code,
22 Sections 545 and 2(b), the following must be true: defendant
23 knowingly or fraudulently imported and brought, or willfully caused
24 to be imported and brought, merchandise into the United States
25 contrary to 21 U.S.C. §§ 331(a), 352.

26 6. Defendant understands that for defendant to be guilty of
27 the crime charged in Count Two, that is, introducing misbranded drugs
28 into interstate commerce, in violation of 21 U.S.C. §§ 331(a), 352,

1 333(a)(2), the following must be true: (1) defendant distributed, or
2 willfully caused the distribution of, a drug in interstate commerce;
3 (2) the drug was misbranded insofar as its labeling was false or
4 misleading in any particular; and (3) defendant acted with the intent
5 to defraud or mislead.

6 PENALTIES AND RESTITUTION

7 7. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of Title 18, United States
9 Code, Sections 545 and 2(b), is: 20 years imprisonment; a 3-year
10 period of supervised release; a fine of \$250,000 or twice the gross
11 gain or gross loss resulting from the offense, whichever is greatest;
12 and a mandatory special assessment of \$100.

13 8. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of 21 U.S.C. §§ 331(a),
15 352, 333(a)(2), is: 3 years imprisonment; a 5-year period of
16 supervised release; a fine of \$250,000 or twice the gross gain or
17 gross loss resulting from the offense, whichever is greatest; and a
18 mandatory special assessment of \$100.

19 9. Defendant understands, therefore, that the total maximum
20 sentence for all offenses to which defendant is pleading guilty is:
21 23 years imprisonment; a 5-year period of supervised release; a fine
22 of \$500,000 or twice the gross gain or gross loss resulting from the
23 offenses, whichever is greatest; and a mandatory special assessment
24 of \$200.

25 10. Defendant understands and agrees that the Court: (a) may
26 order defendant to pay restitution in the form of any additional
27 taxes, interest, and penalties that defendant owes to the United
28 States based upon the counts of conviction and any relevant conduct;

1 and (b) must order defendant to pay the costs of prosecution, which
2 may be in addition to the statutory maximum fine stated above.

3 11. Defendant understands that defendant will be required to
4 pay full restitution to the victims of the offenses to which
5 defendant is pleading guilty. Defendant agrees that the victims in
6 this case include Eli Lilly and Company, which claims millions of
7 dollars in losses from the illegal distribution of misbranded male
8 sexual enhancement pills containing undisclosed Tadalafil. Defendant
9 agrees that, in return for the USAO's compliance with its obligations
10 under this agreement, the Court may order restitution to persons
11 other than the victims of the offenses to which defendant is pleading
12 guilty and in amounts greater than those alleged in the counts to
13 which defendant is pleading guilty. In particular, defendant agrees
14 that the Court may order restitution to any victim of any of the
15 following for any losses suffered by that victim as a result: (a)
16 any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection
17 with the offenses to which defendant is pleading guilty and charges
18 not prosecuted pursuant to this agreement as well as all relevant
19 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those
20 charges.

21 12. The Court will also order forfeiture of the property listed
22 in the Forfeiture Allegations of the information pursuant to 18
23 U.S.C. § 982 or substitute assets up to the value of that property.

24 13. Defendant understands that supervised release is a period
25 of time following imprisonment during which defendant will be subject
26 to various restrictions and requirements. Defendant understands that
27 if defendant violates one or more of the conditions of any supervised
28 release imposed, defendant may be returned to prison for all or part

1 of the term of supervised release authorized by statute for the
2 offense that resulted in the term of supervised release, which could
3 result in defendant serving a total term of imprisonment greater than
4 the statutory maximum stated above.

5 14. Defendant understands that, by pleading guilty, defendant
6 may be giving up valuable government benefits and valuable civic
7 rights, such as the right to vote, the right to possess a firearm,
8 the right to hold office, and the right to serve on a jury.

9 Defendant understands that once the court accepts defendant's guilty
10 pleas, it will be a federal felony for defendant to possess a firearm
11 or ammunition. Defendant understands that the convictions in this
12 case may also subject defendant to various other collateral
13 consequences, including but not limited to revocation of probation,
14 parole, or supervised release in another case and suspension or
15 revocation of a professional license. Defendant understands that
16 unanticipated collateral consequences will not serve as grounds to
17 withdraw defendant's guilty pleas.

18 15. Defendant understands that, if defendant is not a United
19 States citizen, the felony convictions in this case may subject
20 defendant to: removal, also known as deportation, which may, under
21 some circumstances, be mandatory; denial of citizenship; and denial
22 of admission to the United States in the future. The court cannot,
23 and defendant's attorney also may not be able to, advise defendant
24 fully regarding the immigration consequences of the felony
25 convictions in this case. Defendant understands that unexpected
26 immigration consequences will not serve as grounds to withdraw
27 defendant's guilty pleas.

1 FACTUAL BASIS

2 16. Defendant admits that defendant is, in fact, guilty of the
3 offenses to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support pleas of guilty
6 to the charges described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 18 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 A. Defendant's Copycat Scheme

12 Defendant was a longtime friend of J.L., who owned and operated
13 several companies that manufactured and distributed misbranded male
14 sexual enhancement pills across the United States. Beginning no
15 later than 2015, defendant began providing minor assistance to J.L.'s
16 pill business. In February 2017, federal agents executed a search
17 warrant at J.L.'s pill business as part of an investigation by the
18 Department of Homeland Security ("DHS") and the Food and Drug
19 Administration ("FDA") into J.L.'s smuggling of Tadalafil (an active
20 pharmaceutical ingredient in male sexual enhancement pills) from
21 China. J.L.'s pill business immediately shut down its operations.

22 Shortly after the execution of the search warrant, J.L. told
23 defendant about the federal investigation. Defendant knew that J.L.
24 had been unlawfully selling misbranded pills containing Tadalafil and
25 other active pharmaceutical ingredients smuggled from China.

26 Defendant helped J.L. clean out his business after the execution
27 of the search warrant. Defendant took approximately 14,000 male
28 sexual enhancement pills from J.L.'s business, all of which contained

1 undisclosed Tadalafil, as defendant knew. Defendant stored the
2 misbranded pills at defendant's house. Defendant also took a
3 thumbdrive from J.L.'s business, which he kept for himself. The
4 thumbdrive contained a range of information about J.L.'s pill
5 business, including customer lists, pricing information, and
6 smuggling contacts in China.

7 Defendant decided to set up a new company, RNG GLOBAL MANAGEMENT
8 AND TRADING GROUP INC. ("RNG"), to replace J.L.'s pill business.
9 Despite knowing that J.L.'s business was the target of a widespread
10 criminal investigation by DHS and the FDA, defendant decided to copy
11 J.L.'s business model in almost every respect: defendant also would
12 sell misbranded pills containing Tadalafil without disclosing the
13 pills true ingredients to consumers. Defendant would use the same
14 Chinese suppliers as J.L. used and sell his copycat pills to J.L.'s
15 distributors.

16 Defendant was the organizer, leader, manager, and supervisor of
17 the criminal scheme described herein.

18 B. Defendant's Smuggling of Dapoxetine from China

19 In early September 2017, defendant reached out to "Selina," one
20 of the suppliers in China that J.L. had used to smuggle Tadalafil.
21 Defendant asked Selina to send him pricing information on Tadalafil,
22 Sildenafil, and Dapoxetine. In late 2017 and early 2018, defendant
23 and Selina negotiated the best way for defendant to send Selina money
24 for the active pharmaceutical ingredients without alerting law
25 enforcement. Eventually, in April 2018, defendant ordered five
26 kilograms of Dapoxetine for a price of \$6,250, and five kilograms of
27 Rhodiola rosea ("RH," a plant extract used in male sexual enhancement
28 pills) for a price of \$1,000. Defendant intended to use the

1 Dapoxetine and RH as ingredients in his male sexual enhancement
2 pills. On or about May 4, 2018, defendant transferred \$7,250 to a
3 Chinese bank account that Selina had specified.

4 Pursuant to defendant's instructions, on or about May 14, 2018,
5 Selina shipped a parcel containing approximately five kilograms of
6 Dapoxetine to a Korean intermediary whom defendant was using (as J.L.
7 had done) due to defendant's belief that shipments to the United
8 States from Korea would receive less scrutiny from Customs officials
9 than shipments incoming from China. As defendant was aware, in order
10 to avoid scrutiny from law enforcement, the parcel was mislabeled
11 because it contained a packing slip stating, fraudulently, that the
12 parcel contained "Glass Colour Sample (Zinc Sulfide)," rather than
13 listing the parcel's true contents, Dapoxetine, which was contraband.
14 The parcel's label did not contain accurate statements of its
15 contents in terms of weight, measure, and numerical count, and did
16 not bear adequate directions for use of the Dapoxetine. Pursuant to
17 defendant's instructions, defendant's intermediary in Korea then
18 forwarded the package to a commercial mailbox that defendant
19 controlled in Grandville, Michigan, where it arrived on or about May
20 22, 2018 after passing through Customs. As defendant was aware, had
21 the parcel's contents been labelled correctly (as Dapoxetine), the
22 United States would not have permitted the parcel to enter the
23 country.

24 Defendant planned to have the parcel forwarded from Michigan to
25 him in Los Angeles, but he was interviewed by DHS and FDA agents on
26 May 24, 2018. Following the interview, he agreed to have the package
27 forwarded to a DHS agent in Los Angeles. But for the interview,
28

1 defendant would have received the parcel in Los Angeles in late May
2 2018.

3 Pursuant to defendant's instructions, Selina sent a second
4 parcel, containing approximately five kilograms of RH, to defendant
5 using the same Korean intermediary. The second parcel arrived at
6 defendant's commercial mailbox in Grandville, Michigan on or about
7 June 4, 2018. It also had a packing slip that stated, falsely, that
8 the parcel contained "Glass Colour (Zinc Sulfide) Sample."

9 C. Defendant's Labelling of the Pills

10 After defendant took the 14,000 pills from J.L.'s business in
11 February 2017, he decided to repackage them under a new brand name,
12 "EEZZY UP PLATINUM" ("EEZZY UP"), and he established a new company,
13 RNG, to market and distribute the EEZZY UP pills. Defendant rented
14 an office space in Pico Rivera, California, to conduct RNG's
15 operations. RNG had no employees or staff (other than defendant).
16 Defendant hired a printing company (the same company that J.L. had
17 used) to print packaging materials for EEZZY UP.

18 The EEZZY UP packaging contained language that was nearly
19 identical to the language on the packaging for J.L.'s pills. The
20 packaging did not disclose the presence of Tadalafil (or Dapoxetine).
21 The labels stated "no prescription necessary." The ingredients were
22 listed as a "proprietary blend" of 15 specified herbal ingredients.
23 They also stated "100% Natural Formula." There was a "Caution"
24 warning that stated "[c]onsult with your physician before using this
25 product if you have heart problems, diabetes, or high blood
26 pressure." The labels noted that their statements had "not been
27 evaluated by the Food and Drug Administration." The labels did not
28 disclose RNG's name or contact information.

D. Defendant's Sales to His Distributors

Defendant used J.L.'s customer lists to reach out to many of J.L.'s customers and offer them EEZZY UP pills for purchase. Defendant's interstate sales of EEZZY UP pills included the following sales:

DATE	AMOUNT OF PILLS	WHOLESALE PRICE	RECIPIENT'S LOCATION
10/30/2017	600	\$1,680	Coconut Creek, Florida
11/8/2017	1,800	\$5,040	Claymont, Delaware
11/2/2017	600	\$1,680	Dallas, Texas
11/24/2017	600	\$1,680	Coconut Creek, Florida
12/1/2017	1,800	\$5,040	Claymont, Delaware
12/13/2017	600	\$1,680	Austin, Texas
12/19/2017	1,800	\$5,040	Claymont, Delaware
12/21/2017	600	\$1,680	Coconut Creek, Florida
1/10/2018	600	\$1,680	Dallas, Texas
1/16/2018	1,200	\$3,360	Claymont, Delaware
1/24/2018	1,200	\$3,360	Austin, Texas
2/20/2018	600	\$1,680	Austin, Texas
3/29/2018	600	\$1,680	Austin, Texas
4/6/2018	600	\$1,680	Austin, Texas
4/13/2018	600	\$1,680	Austin, Texas
4/16/2018	1,200	\$3,360	Claymont, Delaware
4/18/2018	600	\$1,680	Dallas, Texas
4/27/2018	600	\$1,680	Austin, Texas
5/14/2018	1,800	\$5,040	Claymont, Delaware
5/25/2018	600	\$1,680	Dallas, Texas

All of the EEZZY UP pills that defendant sold contained Tadalafil. All of the EEZZY UP pills were misbranded because (1) their labeling falsely and misleadingly stated "no prescription necessary," even though they were prescription drugs that contained Tadalafil; and (2) none of the labeling disclosed the presence of Tadalafil in the drugs.

From October 30, 2017 to June 5, 2018, defendant's intrastate and interstate sales of EEZZY UP pills totaled approximately \$65,520.

1 Hundreds of individuals around the United States consumed defendant's
2 misbranded pills; almost all of these individuals were victims of
3 defendant's scheme because they consumed pills that were misbranded.
4 Defendant was aware of the risk that his misbranded pills posed to
5 consumers.

6 Defendant deposited some of his customers' checks at a MoneyGram
7 store in Los Angeles (the same location where J.L. deposited his
8 customers' checks) rather than in his bank account, so that the
9 payments would not be traceable income. Defendant paid his associate
10 R.N.G. (who had helped defendant form RNG) approximately \$5,000 for
11 his help.

12 E. Defendant's Destruction of Evidence

13 Law enforcement agents initially interviewed defendant on
14 Friday, May 18, 2018. As a result of the interview, defendant was
15 aware of the ongoing investigation by DHS and the FDA into the
16 nationwide distribution of misbranded pills, including defendant's
17 role in J.L.'s scheme.

18 Defendant became scared as a result of the interview on May 18,
19 2018. The next day, he started to purge RNG's office of evidence.
20 In order to destroy business records and tangible objects relating to
21 the ongoing investigation by DHS and the FDA, defendant made
22 approximately five trips to the Kay-Met Recycling Center ("Kay-Met")
23 in Rowland Heights on May 19, 2018. He took 12 cases of EEZZY UP
24 pills there to be destroyed, and allegedly sold his business computer
25 to a Kay-Met employee for \$200. Defendant's computer contained
26 numerous documents relating to his smuggling activity as well as his
27 sales of misbranded pills. When agents went to Kay-Met on May 24,
28 2018, they found the EEZZY UP packaging. However, the agents never

1 were able to locate the EEZZY UP pills that had been inside the
2 packaging, and they could not track down defendant's computer. The
3 EEZZY UP pills and defendant's business computer remain unrecovered.

4 SENTENCING FACTORS

5 17. Defendant understands that in determining defendant's
6 sentence the Court is required to calculate the applicable Sentencing
7 Guidelines range and to consider that range, possible departures
8 under the Sentencing Guidelines, and the other sentencing factors set
9 forth in 18 U.S.C. § 3553(a). Defendant understands that the
10 Sentencing Guidelines are advisory only, that defendant cannot have
11 any expectation of receiving a sentence within the calculated
12 Sentencing Guidelines range, and that after considering the
13 Sentencing Guidelines and the other § 3553(a) factors, the Court will
14 be free to exercise its discretion to impose any sentence it finds
15 appropriate up to the maximum set by statute for the crimes of
16 conviction.

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18. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	[U.S.S.G. §§ 2B1.1(a)(2), 2N2.1(a)]
Specific Offense Characteristics:		
Loss/gain:	+6	[U.S.S.G. § 2B1.1(b)(1)(D), cmt. 3(B), 3(F)(v)]
10 or more victims	+2	[U.S.S.G. § 2B1.1(b)(2)(A)]
Enhancements:		
Organizer:	+2	[U.S.S.G. § 3B1.1(c)]
Obstruction:	+2	[U.S.S.G. § 3C1.1]
Grouping:	+2	[U.S.S.G. § 3D1.4]
Acceptance of Responsibility	-3	[U.S.S.G. § 3E1.1]
Total Offense Level:	17	

The parties stipulate and agree that the offenses to which defendant is pleading guilty comprise two distinct groups under U.S.S.G. § 3D1.2:

- Group One comprises the introduction of misbranded drugs into interstate commerce with the intent to defraud or mislead, in violation of 21 U.S.C. §§ 331(a), 333(a)(2) (Count Two), whose offense level is calculated above. The total offense level for Group One is 15 (prior to any enhancement for grouping).
- Group Two comprises the smuggling offense (Count One), whose offense level, pursuant to U.S.S.G. § 2T3.1(c), is calculated pursuant to U.S.S.G. § 2N2.1 because the smuggled Dapoxetine that defendant received was contraband, and hence the offense

1 level mirrors the offense level of 15 calculated for Group
2 One.

3 The parties stipulate and agree that, pursuant to U.S.S.G.
4 § 3D1.4, Group One comprises one unit and Group Two comprises one
5 unit. A 2-level increase in the overall offense level is therefore
6 warranted under U.S.S.G. § 3D1.4.

7 The USAO will agree to a two-level downward adjustment for
8 acceptance of responsibility (and, if applicable, move for an
9 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))
10 only if the conditions set forth in paragraph 4(d) are met and if
11 defendant has not committed, and refrains from committing, acts
12 constituting obstruction of justice within the meaning of U.S.S.G.
13 § 3C1.1, as discussed below. Subject to paragraph 31 below,
14 defendant and the USAO agree not to seek, argue, or suggest in any
15 way, either orally or in writing, that any other specific offense
16 characteristics, adjustments, or departures relating to the offense
17 level be imposed. Defendant agrees, however, that if, after signing
18 this agreement but prior to sentencing, defendant were to commit an
19 act, or the USAO were to discover a previously undiscovered act
20 committed by defendant prior to signing this agreement, which act, in
21 the judgment of the USAO, constituted obstruction of justice within
22 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
23 enhancement set forth in that section and to argue that defendant is
24 not entitled to a downward adjustment for acceptance of
25 responsibility under U.S.S.G. § 3E1.1.

26 19. Defendant understands that there is no agreement as to
27 defendant's criminal history or criminal history category.

28

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

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 21. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.
9 b. The right to a speedy and public trial by jury.
10 c. The right to be represented by counsel - and if
11 necessary have the court appoint counsel - at trial. Defendant
12 understands, however, that, defendant retains the right to be
13 represented by counsel - and if necessary have the court appoint
14 counsel - at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant guilty
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

1 WAIVER OF VENUE

2 22. Having been fully advised by defendant's attorney regarding
3 the requirements of venue with respect to the offenses to which
4 defendant is pleading guilty, to the extent the offenses to which
5 defendant is pleading guilty were committed, begun, or completed
6 outside the Central District of California, defendant knowingly,
7 voluntarily, and intelligently waives, relinquishes, and gives up:
8 (a) any right that defendant might have to be prosecuted only in the
9 district where the offenses to which defendant is pleading guilty
10 were committed, begun, or completed; and (b) any defense, claim, or
11 argument defendant could raise or assert based upon lack of venue
12 with respect to the offenses to which defendant is pleading guilty.

13 WAIVER OF APPEAL OF CONVICTION

14 23. Defendant understands that, with the exception of an appeal
15 based on a claim that defendant's guilty pleas were involuntary, by
16 pleading guilty defendant is waiving and giving up any right to
17 appeal defendant's convictions on the offenses to which defendant is
18 pleading guilty. Defendant understands that this waiver includes,
19 but is not limited to, arguments that the statutes to which defendant
20 is pleading guilty are unconstitutional, and any and all claims that
21 the statement of facts provided herein is insufficient to support
22 defendant's pleas of guilty.

23 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

24 24. Defendant agrees that, provided the Court imposes a total
25 term of imprisonment on all counts of conviction of no more than 23
26 years, defendant gives up the right to appeal all of the following:
27 (a) the procedures and calculations used to determine and impose any
28 portion of the sentence; (b) the term of imprisonment imposed by the

1 Court; (c) the fine imposed by the court, provided it is within the
2 statutory maximum; (d) to the extent permitted by law, the
3 constitutionality or legality of defendant's sentence, provided it is
4 within the statutory maximum; (e) the amount and terms of any
5 restitution order; (f) the term of probation or supervised release
6 imposed by the Court, provided it is within the statutory maximum;
7 and (g) any of the following conditions of probation or supervised
8 release imposed by the Court: the conditions set forth in General
9 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing
10 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
11 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 25. The USAO agrees that, provided (a) all portions of the
13 sentence are at or below the statutory maximum specified above and
14 (b) the Court imposes a term of imprisonment of no less than 24
15 months, the USAO gives up its right to appeal any portion of the
16 sentence, with the exception that the USAO reserves the right to
17 appeal the amount of restitution ordered.

18 RESULT OF WITHDRAWAL OF GUILTY PLEA

19 26. Defendant agrees that if, after entering guilty pleas
20 pursuant to this agreement, defendant seeks to withdraw and succeeds
21 in withdrawing defendant's guilty pleas on any basis other than a
22 claim and finding that entry into this plea agreement was
23 involuntary, then (a) the USAO will be relieved of all of its
24 obligations under this agreement; and (b) should the USAO choose to
25 pursue any charge or any civil, administrative, or regulatory action
26 that was either dismissed or not filed as a result of this agreement,
27 then (i) any applicable statute of limitations will be tolled between
28 the date of defendant's signing of this agreement and the filing

1 commencing any such action; and (ii) defendant waives and gives up
2 all defenses based on the statute of limitations, any claim of pre-
3 indictment delay, or any speedy trial claim with respect to any such
4 action, except to the extent that such defenses existed as of the
5 date of defendant's signing this agreement.

6 EFFECTIVE DATE OF AGREEMENT

7 27. This agreement is effective upon signature and execution of
8 all required certifications by defendant, defendant's counsel, and an
9 Assistant United States Attorney.

10 BREACH OF AGREEMENT

11 28. Defendant agrees that if defendant, at any time after the
12 signature of this agreement and execution of all required
13 certifications by defendant, defendant's counsel, and an Assistant
14 United States Attorney, knowingly violates or fails to perform any of
15 defendant's obligations under this agreement ("a breach"), the USAO
16 may declare this agreement breached. For example, if defendant
17 knowingly, in an interview, before a grand jury, or at trial, falsely
18 accuses another person of criminal conduct or falsely minimizes
19 defendant's own role, or the role of another, in criminal conduct,
20 defendant will have breached this agreement. All of defendant's
21 obligations are material, a single breach of this agreement is
22 sufficient for the USAO to declare a breach, and defendant shall not
23 be deemed to have cured a breach without the express agreement of the
24 USAO in writing. If the USAO declares this agreement breached, and
25 the Court finds such a breach to have occurred, then:

26 a. If defendant has previously entered guilty pleas
27 pursuant to this agreement, defendant will not be able to withdraw
28 the guilty pleas.

1 b. The USAO will be relieved of all its obligations under
2 this agreement; in particular, the USAO: (i) will no longer be bound
3 by any agreements concerning sentencing and will be free to seek any
4 sentence up to the statutory maximum for the crimes to which
5 defendant has pleaded guilty; and (ii) will no longer be bound by any
6 agreements regarding criminal prosecution, and will be free to
7 criminally prosecute defendant for any crime, including charges that
8 the USAO would otherwise have been obligated not to criminally
9 prosecute pursuant to this agreement.

10 c. The USAO will be free to criminally prosecute
11 defendant for false statement, obstruction of justice, and perjury
12 based on any knowingly false or misleading statement by defendant.

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

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

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

25 COURT AND PROBATION OFFICE NOT PARTIES

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

1 accept any of the USAO's sentencing recommendations or the parties'
2 agreements to facts or sentencing factors.

3 31. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the facts by supplying relevant information
5 to the United States Probation Office and the Court, (b) correct any
6 and all factual misstatements relating to the Court's Sentencing
7 Guidelines calculations and determination of sentence, and (c) argue
8 on appeal and collateral review that the Court's Sentencing
9 Guidelines calculations and the sentence it chooses to impose are not
10 error, although each party agrees to maintain its view that the
11 calculations in paragraph 18 are consistent with the facts of this
12 case. While this paragraph permits both the USAO and defendant to
13 submit full and complete factual information to the United States
14 Probation Office and the Court, even if that factual information may
15 be viewed as inconsistent with the facts agreed to in this agreement,
16 this paragraph does not affect defendant's and the USAO's obligations
17 not to contest the facts agreed to in this agreement.

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

NO ADDITIONAL AGREEMENTS

33. Defendant understands that, except as set forth herein,

there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. 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

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

NICOLA T. HANNA

United States Attorney

MATTHEW W. O'BRIEN

Assistant United States Attorney

JIN SU PARK

Defendant

YOHAN LEE
Attorney for Defendant JIN SU PARK

Date

1/15/2019

Date

01-15-2019

Date

2-5-19

CERTIFICATION OF DEFENDANT

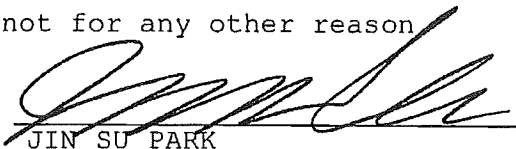
I have read this agreement in its entirety. In addition, this

agreement has been read to me in Korean, the language I understand

best. I have had enough time to review and consider this agreement,

and I have carefully and thoroughly discussed every part of it with

1 my attorney. I understand the terms of this agreement, and I
 2 voluntarily agree to those terms. I have discussed the evidence with
 3 my attorney, and my attorney has advised me of my rights, of possible
 4 pretrial motions that might be filed, of possible defenses that might
 5 be asserted either prior to or at trial, of the sentencing factors
 6 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 7 provisions, and of the consequences of entering into this agreement.
 8 No promises, inducements, or representations of any kind have been
 9 made to me other than those contained in this agreement. No one has
 10 threatened or forced me in any way to enter into this agreement. I
 11 am satisfied with the representation of my attorney in this matter,
 12 and I am pleading guilty because I am guilty of the charges and wish
 13 to take advantage of the promises set forth in this agreement, and
 14 not for any other reason

15 
 16 JIN SU PARK
 Defendant

01-15-2019
 Date

17
 18
 19
 20 CERTIFICATION OF INTERPRETER

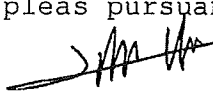
21 I, _____, am fluent in the written and spoken
 22 English and Korean languages. I accurately translated this entire
 23 agreement from English into Korean to defendant JIN SU PARK on this
 24 date.

25
 26 _____
 INTERPRETER

 Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JIN SU PARK's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his 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. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



YOHAN LEE
Attorney for Defendant JIN SU PARK

1/15/2019

Date