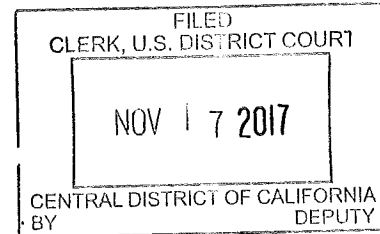


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Attorneys for Plaintiff
9 UNITED STATES OF AMERICA



10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 16-004-DSF

13 Plaintiff,

14 v.

[SEALED DOCUMENT]

15 ATAOLLAH AMINPOUR,
aka "John Aminpour,"
16 aka "Johnny Aminpour,"

17 Defendant.
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9 Attorneys for Plaintiff
UNITED STATES OF AMERICA
10

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

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 ATAOLLAH AMINPOUR,
aka "John Aminpour,"
17 aka "Johnny Aminpour,"

18 Defendant.

No. CR 16-004-DSF _____

PLEA AGREEMENT FOR DEFENDANT
ATAOLLAH AMINPOUR

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

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
28

1 a. Give up the right to indictment by a grand jury and,
2 at the earliest opportunity requested by the USAO and provided by the
3 Court, appear and plead guilty to a one-count superseding information
4 in the form attached to this agreement as Exhibit A or a
5 substantially similar form, which charges defendant with making a
6 false statement to a financial institution in violation of 18 U.S.C.
7 § 1014.

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

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

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

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

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

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

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

26 i. Enter into and submit, or agree to the submission of,
27 a stipulation to modify the bond in this case in the form attached to
28 this agreement as Exhibit B, or a substantially similar form.

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

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

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

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

16 d. If requested to do so by the USAO, act in an
17 undercover capacity to the best of defendant's ability in connection
18 with criminal investigations by federal, state, local, or foreign law
19 enforcement authorities, in accordance with the express instructions
20 of those law enforcement authorities. Defendant agrees not to act in
21 an undercover capacity, record any conversations, or gather any
22 evidence except after a request by the USAO and in accordance with
23 express instructions of federal, state, local, or foreign law
24 enforcement authorities. Defendant understands that he does not have
25 the right to act in an undercover capacity, or any expectation that
26 he will be allowed to do so. The USAO has the exclusive right to
27 decide whether or not to request that defendant act in an undercover
28 capacity.

1 4. For purposes of this agreement: (1) "Cooperation
2 Information" shall mean any statements made, or documents, records,
3 tangible evidence, or other information provided, by defendant
4 pursuant to defendant's cooperation under this agreement or pursuant
5 to the letter agreement previously entered into by the parties dated
6 August 18, 2017 (the "Letter Agreement"), including all information
7 provided by way of attorney proffer; and (2) "Plea Information" shall
8 mean any statements made by defendant, under oath, at the guilty plea
9 hearing and the agreed to factual basis statement in this agreement.

10 THE USAO'S OBLIGATIONS

11 5. The USAO agrees to:

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

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

15 c. At the time of sentencing, move to dismiss the
16 underlying indictment. Defendant agrees that at the time of
17 sentencing the Court may consider any dismissed charges in
18 determining the applicable Sentencing Guidelines range, the propriety
19 and extent of any departure from that range, and the sentence to be
20 imposed.

21 d. At the time of sentencing, provided that defendant
22 demonstrates an acceptance of responsibility for the offense up to
23 and including the time of sentencing, recommend a two-level reduction
24 in the applicable Sentencing Guidelines offense level, pursuant to
25 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
26 additional one-level reduction if available under that section.

27 e. Except for criminal tax violations (including
28 conspiracy to commit such violations chargeable under 18 U.S.C.

1 § 371), not further criminally prosecute defendant for violations of
2 18 U.S.C. § 371, 18 U.S.C. § 656, 18 U.S.C. § 1005, 18 U.S.C. § 1014,
3 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1349, 18 U.S.C.
4 § 1956, and 18 U.S.C. § 1957 arising out of defendant's conduct
5 described in the agreed-to factual basis set forth in Exhibit C to
6 this agreement. Defendant understands that the USAO is free to
7 criminally prosecute defendant for any other unlawful past conduct or
8 any unlawful conduct that occurs after the date of this agreement.
9 Defendant agrees that at the time of sentencing the Court may
10 consider the uncharged conduct in determining the applicable
11 Sentencing Guidelines range, the propriety and extent of any
12 departure from that range, and the sentence to be imposed after
13 consideration of the Sentencing Guidelines and all other relevant
14 factors under 18 U.S.C. § 3553(a).

15 f. At the change of plea hearing or at the earliest
16 opportunity allowed by the Court thereafter, enter into and submit,
17 or agree to the submission of, a stipulation to modify the bond in
18 this case in the form attached to this agreement as Exhibit B, or a
19 substantially similar form. Nothing in this agreement, however,
20 obligates the government to maintain its position on a reasonable
21 bond for this case, or prevents the government from seeking to have
22 the bond altered as circumstances warrant, including seeking to lower
23 the bond, or to alter the bond as necessary.

24 6. The USAO further agrees:

25 a. Not to offer as evidence in its case-in-chief in the
26 above-captioned case or any other criminal prosecution that may be
27 brought against defendant by the USAO, any Cooperation Information.
28 Defendant agrees, however, that the USAO may use both Cooperation

1 Information and Plea Information: (1) to obtain and pursue leads to
2 other evidence, which evidence may be used for any purpose, including
3 any criminal prosecution of defendant; (2) to cross-examine defendant
4 should defendant testify, or to rebut any evidence offered, or
5 argument or representation made, by defendant, defendant's counsel,
6 or a witness called by defendant in any trial, sentencing hearing, or
7 other court proceeding; (3) in any criminal prosecution of defendant
8 for false statement, obstruction of justice, or perjury; and (4) at
9 defendant's sentencing. Defendant understands that Cooperation
10 Information will be disclosed to the United States Probation Office
11 and the Court. Defendant also understands that the USAO may disclose
12 to the United States Probation Office and the Court any other
13 conduct, including conduct other than the offense conduct and
14 Cooperation Information, of which the USAO is aware or becomes aware.

15 b. In connection with defendant's sentencing, to bring to
16 the Court's attention the nature and extent of defendant's
17 cooperation, including any determination by the USAO, in its
18 exclusive judgment, that defendant has not cooperated or has less
19 than fully cooperated, regardless of cause and regardless of whether
20 the USAO declares or seeks a finding of breach pursuant to paragraph
21 27 below.

22 c. If the USAO determines, in its exclusive judgment,
23 that defendant has both complied with defendant's obligations under
24 paragraphs 2 and 3 above and provided substantial assistance to law
25 enforcement in the prosecution or investigation of another
26 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
27 § 5K1.1 to fix an offense level and corresponding guideline range
28

1 below that otherwise dictated by the sentencing guidelines, and to
2 recommend a term of imprisonment within this reduced range.

3 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

4 7. Defendant understands the following:

5 a. Any knowingly false or misleading statement by
6 defendant will subject defendant to prosecution for false statement,
7 obstruction of justice, and perjury and will constitute a breach by
8 defendant of this agreement.

9 b. Nothing in this agreement requires the USAO or any
10 other prosecuting, enforcement, administrative, or regulatory
11 authority to accept any cooperation or assistance that defendant may
12 offer, or to use it in any particular way. Defendant does not have
13 the right to cooperate, or any expectation that the USAO or any other
14 prosecuting, enforcement, administrative, or regulatory authority
15 will accept any efforts to cooperate. The USAO may decide, at any
16 time and for any reason in its exclusive judgment, to terminate
17 defendant's cooperation and attempts to cooperate and move
18 expeditiously to sentencing in this case.

19 c. Defendant further understands that neither the USAO
20 nor any other prosecuting, administrative, or regulatory authority
21 has the obligation to keep defendant's cooperation confidential or to
22 file this agreement or any other documents under seal. All decisions
23 regarding confidentiality and public disclosure - including the
24 decision of whether to seek to file documents under seal, to maintain
25 the confidentiality of Cooperation Information and defendant's
26 efforts to cooperate, or conversely to seek to unseal documents
27 and/or to issue press releases or other public statements regarding
28 this case or defendant's efforts to cooperate - remain exclusively

1 within the discretion and judgment of the USAO, considering any
2 factors it deems appropriate, including the interest in public
3 resolution of criminal proceedings, specific and general deterrence,
4 the government's potential obligations under *Brady v. Maryland*, 373
5 U.S. 83 (1963), *Giglio v. United States*, 405 U.S. 150 (1972), the
6 Jencks Act, 18 U.S.C § 3500, *et seq.*, and the Federal Rules of
7 Criminal Procedure, and the interest in the publication of accurate
8 information and correction of any misinformation regarding
9 defendant's admissions of guilt and cooperation, in addition to
10 considerations of witness and public safety and the interest in
11 employing effective investigative techniques, among other factors.
12 Defendant agrees that he will not misrepresent his admission of guilt
13 in this case or his cooperation efforts, including in any private or
14 business dealings or in any civil litigation or business disputes, or
15 engage in any other deceptive practices regarding his admission of
16 guilt or his cooperation efforts, except as specifically authorized
17 by the USAO, including in connection with any request to have
18 defendant act in an undercover capacity.

19 d. Defendant cannot withdraw defendant's guilty plea if
20 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
21 reduced guideline range or if the USAO makes such a motion and the
22 Court does not grant it or if the Court grants such a USAO motion but
23 elects to sentence above the reduced range.

24 e. At this time the USAO makes no agreement or
25 representation as to whether any cooperation that defendant has
26 provided or intends to provide constitutes or will constitute
27 substantial assistance. The decision whether defendant has provided
28

1 substantial assistance will rest solely within the exclusive judgment
2 of the USAO.

3 f. The USAO's determination whether defendant has
4 provided substantial assistance will not depend in any way on whether
5 the government prevails at any trial or court hearing in which
6 defendant testifies or in which the government otherwise presents
7 information resulting from defendant's cooperation.

8 NATURE OF THE OFFENSE

9 8. Defendant understands that for defendant to be guilty of
10 the crime charged in count one of the information, that is, making a
11 false statement to a financial institution, in violation of Title 18,
12 United States Code, Section 1014, the following must be true:

13 (1) defendant made a false statement or willfully caused the making
14 of a false statement to a federally insured financial institution;
15 (2) defendant made the false statement, or willfully caused the false
16 statement to be made, to the financial institution knowing it was
17 false; and (3) defendant did so for the purpose of influencing in any
18 way the action of the financial institution.

19 PENALTIES AND RESTITUTION

20 9. Defendant understands that the statutory maximum sentence
21 that the Court can impose for a violation of Title 18, United States
22 Code, Section 1014, is: 30 years imprisonment; a 5-year period of
23 supervised release; a fine of \$1,000,000 or twice the gross gain or
24 gross loss resulting from the offense, whichever is greatest; and a
25 mandatory special assessment of \$100.

26 10. Defendant understands that defendant will be required to
27 pay full restitution to the victim(s) of the offense to which
28 defendant is pleading guilty. Defendant agrees that, in return for

1 the USAO's compliance with its obligations under this agreement, the
2 Court may order restitution to persons other than the victim(s) of
3 the offense to which defendant is pleading guilty and in amounts
4 greater than those alleged in the count to which defendant is
5 pleading guilty. In particular, defendant agrees that the Court may
6 order restitution to any victim of any of the following for any
7 losses suffered by that victim as a result: (a) any relevant conduct,
8 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
9 which defendant is pleading guilty; and (b) any counts dismissed and
10 charges not prosecuted pursuant to this agreement as well as all
11 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
12 those counts. The parties currently believe that the applicable
13 amount of restitution is approximately \$7,519,084.08, less any amount
14 that defendant has already paid to victim(s) pursuant to a civil
15 settlement dated June 26, 2013, but all parties recognize and agree
16 that this amount could change based on facts that come to the
17 attention of the parties prior to sentencing.

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

27 12. Defendant understands that, by pleading guilty, defendant
28 may be giving up valuable government benefits and valuable civic

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

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

22 FACTUAL BASIS

23 14. Defendant admits that defendant is, in fact, guilty of the
24 offense to which defendant is agreeing to plead guilty. Defendant and
25 the USAO agree to the statement of facts attached as Exhibit C and
26 agree that this statement of facts is sufficient to support a plea of
27 guilty to the charge described in this agreement and to establish the
28 Sentencing Guidelines factors set forth in paragraph 16 below but is

1 not meant to be a complete recitation of all facts relevant to the
 2 underlying criminal conduct or all facts known to either party that
 3 relate to that conduct.

4 SENTENCING FACTORS

5 15. 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 crime of
 16 conviction.

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

19 Base Offense Level: 7 [U.S.S.G. § 2B1.1(a)(1)]

20 Specific Offense 21 Characteristics:

22 Fraud loss is greater than
 \$3,500,000 but less than
 \$9,500,000

23 +18 [U.S.S.G. § 2B1.1(b)(1)(J)]

24 Adjustments:

25 Leader / organizer +4 [U.S.S.G. § 3B1.1(a)]

26 Abuse of position of trust +2 [U.S.S.G. § 3B1.3]

27 Acceptance of Responsibility: -3 [U.S.S.G. § 3E1.1(b)]

28 Total Offense Level 28

1 The USAO will agree to a two-level downward adjustment for acceptance
2 of responsibility (and, if applicable, move for an additional one-
3 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the
4 conditions set forth in paragraph 5(d)) are met and if defendant has
5 not committed, and refrains from committing, acts constituting
6 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as
7 discussed below. Subject to paragraph 30 below, defendant and the
8 USAO agree not to seek or argue, either orally or in writing, that
9 any other specific offense characteristics, adjustments, or
10 departures relating to the offense level be imposed. Defendant
11 agrees, however, that if, after signing this agreement but prior to
12 sentencing, defendant were to commit an act, or the USAO were to
13 discover a previously undiscovered act committed by defendant prior
14 to signing this agreement, which act, in the judgment of the USAO,
15 constituted obstruction of justice within the meaning of U.S.S.G.
16 § 3C1.1, the USAO would be free to seek the enhancement set forth in
17 that section and to argue that defendant is not entitled to a
18 downward adjustment for acceptance of responsibility under U.S.S.G.
19 § 3E1.1.

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

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

26 WAIVER OF CONSTITUTIONAL RIGHTS

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

1 a. The right to persist in a plea of not guilty.

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

3 c. The right to be represented by counsel - and if
4 necessary have the court appoint counsel - at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel - and if necessary have the court appoint
7 counsel - at every other stage of the proceeding.

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

11 e. The right to confront and cross-examine witnesses
12 against defendant.

13 f. The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

16 g. The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

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

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

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

6 WAIVER OF APPEAL OF CONVICTION

7 20. Defendant understands that, with the exception of an appeal
8 based on a claim that defendant's guilty plea was involuntary, by
9 pleading guilty defendant is waiving and giving up any right to
10 appeal defendant's conviction on the offense to which defendant is
11 pleading guilty.

12 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

13 21. Defendant agrees that, provided the Court imposes a total
14 term of imprisonment on all counts of conviction of no more than 97
15 months, defendant gives up the right to appeal all of the following:
16 (a) the procedures and calculations used to determine and impose any
17 portion of the sentence; (b) the term of imprisonment imposed by the
18 Court; (c) the fine imposed by the Court, provided it is within the
19 statutory maximum; (d) the amount and terms of any restitution order,
20 provided it requires payment of no more than \$7,519,084.08; (e) the
21 term of probation or supervised release imposed by the Court,
22 provided it is within the statutory maximum; and (f) any of the
23 following conditions of probation or supervised release imposed by
24 the Court: the conditions set forth in General Orders 318, 01-05,
25 and/or 05-02 of this Court; the drug testing conditions mandated by
26 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
27 conditions authorized by 18 U.S.C. § 3563(b)(7).

1 22. The USAO agrees that, provided (a) all portions of the
2 sentence are at or below the statutory maximum specified above and
3 (b) the Court imposes a term of imprisonment of no less than 78
4 months, the USAO gives up its right to appeal any portion of the
5 sentence, with the exception that the USAO reserves the right to
6 appeal the following: the amount of restitution ordered if that
7 amount is less than \$7,519,084.08.

8 WAIVER OF COLLATERAL ATTACK

9 23. Defendant also gives up any right to bring a post-
10 conviction collateral attack on the conviction or sentence, including
11 any order of restitution, except a post-conviction collateral attack
12 based on a claim of ineffective assistance of counsel, a claim of
13 newly discovered evidence, or an explicitly retroactive change in the
14 applicable Sentencing Guidelines, sentencing statutes, or statute of
15 conviction.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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

13 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

14 25. Defendant agrees that if the count of conviction is
15 vacated, reversed, or set aside, both the USAO and defendant will be
16 released from all their obligations under this agreement.

17 EFFECTIVE DATE OF AGREEMENT

18 26. This agreement is effective upon signature and execution
19 of all required certifications by defendant, defendant's counsel, and
20 an Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 27. Defendant agrees that if defendant, at any time after the
23 effective date of this agreement, knowingly violates or fails to
24 perform any of defendant's obligations under this agreement ("a
25 breach"), the USAO may declare this agreement breached. For example,
26 if defendant knowingly, in an interview, before a grand jury, or at
27 trial, falsely accuses another person of criminal conduct or falsely
28 minimizes defendant's own role, or the role of another, in criminal

1 conduct, defendant will have breached this agreement. All of
2 defendant's obligations are material, a single breach of this
3 agreement is sufficient for the USAO to declare a breach, and
4 defendant shall not be deemed to have cured a breach without the
5 express agreement of the USAO in writing. If the USAO declares this
6 agreement breached, and the Court finds such a breach to have
7 occurred, then:

8 a. If defendant has previously entered a guilty plea
9 pursuant to this agreement, defendant will not be able to withdraw
10 the guilty plea.

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

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

27 d. In any investigation, criminal prosecution, or civil,
28 administrative, or regulatory action: (i) defendant will not assert,

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

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

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

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

26 COURT AND PROBATION OFFICE NOT PARTIES

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

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

3 30. 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 16 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 31. 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 plea, 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

32. This agreement supersedes and replaces the Letter Agreement. Defendant understands that, except as set forth herein and in the Tolling Agreements that defendant executed, effective as of October 25, 2015, February 26, 2016, and August 26, 2016, 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

33. 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

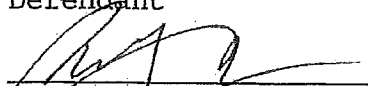
SANDRA R. BROWN
Acting United States Attorney


KERRY L. QUINN
Assistant United States Attorney

11/13/17
Date


ATAOLLAH AMINPOUR
Defendant

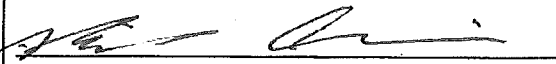
11/10/2017
Date


PAMELA L. JOHNSTON
JAIME GUERRERO
Attorneys for Defendant
ATAOLLAH AMINPOUR

November 10, 2017
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

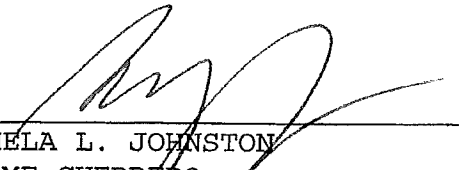

ATAOLLAH AMINPOUR
Defendant

11/10/2017
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ATAOLLAH AMINPOUR'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.

1 To my knowledge: no promises, inducements, or representations of any
2 kind have been made to my client other than those contained in this
3 agreement; no one has threatened or forced my client in any way to
4 enter into this agreement; my client's decision to enter into this
5 agreement is an informed and voluntary one; and the factual basis set
6 forth in this agreement is sufficient to support my client's entry of
7 a guilty plea pursuant to this agreement.

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11 PAMELA L. JOHNSTON
12 JAIME GUERRERO
13 Attorneys for Defendant
14 ATAOLLAH AMINPOUR
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November 10, 2017
DATE

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EXHIBIT A

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8 UNITED STATES DISTRICT COURT

9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

No. CR 16-004 (A) -DSF _____

11 Plaintiff,

S U P E R S E D I N G
I N F O R M A T I O N

12 v.

13 ATAOLLAH AMINPOUR,
14 aka "John Aminpour,"
15 aka "Johnny Aminpour,"

[18 U.S.C. § 1014: False Statement
to a Financial Institution; 18
U.S.C. §2(b): Causing an Act to be
Done]

16 Defendant.

17 The Acting United States Attorney charges:

18 [18 U.S.C. §§ 1014, 2(b)]

19 On or about December 9, 2005, in Los Angeles County, within the
20 Central District of California, and elsewhere, defendant ATAOLLAH
21 AMINPOUR also known as ("aka") "John Aminpour" aka "Johnny Aminpour"
22 ("AMINPOUR"), knowingly made, and willfully caused to be made, a
23 false statement to Mirae Bank, an institution the accounts of which
24 were then insured by the Federal Deposit Insurance Corporation, for
25 the purpose of influencing the actions of Mirae Bank in connection
26 with an application for a loan in the amount of \$4,200,000 for Tweety
27 Better Wash Corporation to purchase a car wash located at 4535
28 Slauson Avenue, Maywood, California, in that defendant AMINPOUR

1 submitted and willfully caused to be submitted to Mirae Bank false
2 information concerning the purchase price of the car wash, falsely
3 informing Mirae Bank that the purchase price was \$6,650,000, when in
4 truth and fact, as defendant AMINPOUR then well knew, the real
5 purchase price was \$3,250,000.

6
7 SANDRA R. BROWN
Acting United States Attorney
8
9

10 LAWRENCE S. MIDDLETON
Assistant United States Attorney
11 Chief, Criminal Division

12 GEORGE S. CARDONA
Assistant United States Attorney
13 Chief, Major Frauds Section

14 JILL FEENEY
Assistant United States Attorney
15 Deputy Chief, Major Frauds Section

16 KERRY L. QUINN
Assistant United States Attorney
17 Major Frauds Section
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EXHIBIT B

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1 SANDRA R. BROWN
Acting United States Attorney
2 LAWRENCE S. MIDDLETON
Assistant United States Attorney
3 Chief, Criminal Division
KERRY L. QUINN (Cal. Bar No. 302954)
4 Assistant United States Attorney
Major Frauds Section
5 1100 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-5423
7 Facsimile: (213) 894-6269
E-mail: Kerry.L.Quinn@usdoj.gov
8

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 ATAOLLAH AMINPOUR,
aka "John Aminpour,"
15 aka "Johnny Aminpour,"

16 Defendant.

No. CR 16-004-DSF

STIPULATION REGARDING BOND

17
18 Plaintiff United States of America (the "government"), by and
19 through its counsel of record, the Acting United States Attorney for
20 the Central District of California and Assistant United States
21 Attorney Kerry L. Quinn, and defendant ATAOLLAH AMINPOUR
22 ("defendant"), individually and by and through his counsel of record,
23 Pamela Johnston and Jaime Guerrero, Foley & Lardner LLP, hereby
24 stipulate as follows:

25 1. On November __, 2017, defendant entered into a plea
26 agreement with the government, agreeing to waive indictment and plead
27 guilty to a single count information charging him with making a false
28

1 statement to a financial institution in violation of 18 U.S.C.
2 § 1014.

3 2. In accordance with the terms of the plea agreement, the
4 parties hereby request modification of the bond as follows:

5 a. Defendant will no longer be subject to Pretrial
6 Supervision.

7 b. Defendant agrees to an appearance bond in the amount
8 of \$5,000,000 to be secured by an Affidavit of Surety With
9 Justification (Form CR-3) signed by himself and his wife, with full
10 deeding of property at 522 North Canon Drive, Beverly Hills,
11 California 90210 (the "Canon Property").

12 i. While the Canon Property is posted as security
13 for this bond, defendant agrees he will not take any action to
14 further encumber the property or negatively affect the marketability
15 of the property, and that he will maintain the property in
16 substantially the same condition it is as of November __, 2017,
17 including maintaining the fixtures, yard and pool, and agree to
18 submit to a search of his property and person to ensure compliance
19 with this condition and other conditions of release. Defendant also
20 agrees, while the Canon Property is posted to secure his bond, that
21 he will not place any further liens on the Canon Property or agree to
22 the placement of any further liens, and that he will not obtain any
23 further loans secured by his interest in the Canon Property.

24 ii. Defendant acknowledges that, under Federal law,
25 specifically 18 U.S.C. § 3613 and 18 U.S.C. § 3664(m), a criminal
26 fine or restitution order that is entered in favor of the United
27 States against a defendant is a lien in favor of the United States on
28 all property and rights to property of the defendant, as if the

1 liability were for a tax assessed under the Internal Revenue Code of
2 1986, and subject to the 20 year time limitation set forth in 18
3 U.S.C. § 3613(b). The lien arises on the entry of judgment and
4 continues for 20 years or until the liability is satisfied, remitted,
5 set aside, or is terminated under subsection (b) of Section 3613. By
6 operation of these statutes, the United States will have a lien on
7 defendant's real property including on the Canon Property at the time
8 of the entry of the judgment in this case.

9 c. Defendant agrees to surrender all passports and travel
10 documents to his counsel of record, sign a Declaration re Passport
11 and Other travel Documents (Form CR-37), and not apply for a passport
12 or other travel document during the pendency of this case.

13 d. Defendant agrees that his travel is restricted the
14 Central District of California unless prior permission is obtained
15 from the government.

16 e. Defendant agrees to reside as approved by the
17 government and not relocate without prior permission from the
18 government.

19 f. Defendant agrees that he will not use or possess any
20 identification, mail matter, access device, or any identification-
21 related materials other than in his own true name without prior
22 permission from the government, and in order to determine compliance
23 with this and other provisions of his release, he agrees to submit to
24 a search of his person and property.

25 g. Defendant agrees that he will not sell, transfer, or
26 give away any asset valued at \$500,000 or more without prior
27 permission from the government, considering his restitution
28 obligations in this case.

1 h. Defendant also agrees to the general conditions of
2 release as set forth in the CR-1 form for the Central District of
3 California, the "CENTRAL DISTRICT OF CALIFORNIA RELEASE ORDER AND
4 BOND FORM."

5 3. Nothing in this stipulation will preclude either party from
6 moving to amend the conditions of bond as circumstances warrant.

7 IT IS SO STIPULATED.

8 Dated: November __, 2017

SANDRA R. BROWN
Acting United States Attorney

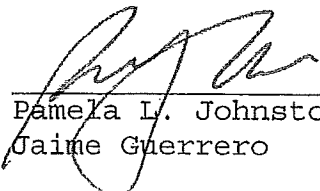
10 LAWRENCE S. MIDDLETON
11 Assistant United States Attorney
Chief, Criminal Division

12 _____
13 KERRY L. QUINN
Assistant United States Attorney

14 Attorneys for Plaintiff
15 UNITED STATES OF AMERICA

16 Dated: November 16, 2017

FOLEY & LARDNER LLP

17 
18 _____
19 Pamela L. Johnston
Jaime Guerrero

20 Attorneys for Defendant
21 ATAOLLAH AMINPOUR
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EXHIBIT C

1 EXHIBIT C To Plea Agreement

2 for Defendant Ataollah Aminpour ("Defendant")

3 Between 2005 and 2007, defendant, along with unindicted
4 participants, participated in a plan to submit false loan applications
5 to Mirae Bank ("Mirae Bank" or the "bank") by making false statements
6 to the bank and causing others to make false statements in connection
7 with commercial loan applications.

8 At all relevant times, Mirae Bank was a federally-insured
9 financial institution, and defendant worked at Mirae Bank as a
10 consultant and then as the bank's Chief Marketing Officer. In his
11 work at Mirae Bank, defendant referred and/or brought in numerous
12 loans for borrowers to purchase businesses, primarily gas stations and
13 car washes in the Los Angeles area, using financing from Mirae Bank.

14 In the course of the plan, defendant submitted or knowingly
15 caused others to submit false information to Mirae Bank, including
16 loan applications and supporting documentation that inflated the
17 purchase price of businesses whose purchase was being funded,
18 overstated and misrepresented the assets of borrowers, and/or inflated
19 the finances of the target businesses. Defendant also, at times,
20 circumvented the bank's written down payment requirements by
21 arranging for money to be transferred into an escrow account such
22 that it would falsely appear to Mirae Bank that borrowers were making
23 large down payments that they did not make. In this way, borrowers
24 were able to acquire businesses with little to no money down, and, in
25 some instances, with defendant profiting as a result.

26 Defendant informed at least one senior bank executive about what
27 he was doing and believed others at the bank also knew. Defendant
28 nevertheless knew that he was submitting and causing others to submit

Agreed to: AA

1 false statements the bank itself, and he did this with the purpose of
2 influencing the bank. In total, defendant worked with at least four
3 other participants in submitting false statements, including
4 borrowers and bank insiders, and in telling borrowers how to get
5 around the bank's down payment requirements, and facilitating the
6 submission of false information, defendant acted as a leader and
7 organizer. At all relevant times, defendant was a senior bank
8 executive at Mirae Bank with significant discretion and judgment in
9 how to perform his job functions, and in abusing this position,
10 defendant abused a position of trust. Although defendant did not
11 carry out the plan to submit false statements on his own, and was
12 only one of numerous co-participants, defendant acknowledges his
13 relative culpability in the plan and accepts responsibility for his
14 role.

15 Among the false and misleading information that defendant
16 submitted or caused others to submit to Mirae Bank for the purpose of
17 influencing the bank was false information concerning the purchase
18 price of a car wash located at 4535 Slauson Avenue, Maywood,
19 California (the "Maywood Car Wash"). Specifically, on or about
20 December 9, 2005, for the purpose of influencing the actions of Mirae
21 Bank in connection with an application for a \$4,200,000 loan for
22 Tweety Better Wash Corporation to purchase the Maywood Car Wash,
23 defendant submitted or caused to be submitted false information to
24 Mirae Bank concerning the purchase price of the Maywood Car Wash,
25 falsely informing Mirae Bank that the purchase price was \$6,650,000,
26 when in truth and fact the real purchase price was \$3,250,000.

27 Mirae Bank funded numerous loans based on the false and
28 misleading information that defendant submitted and that other people

Agreed to: AA

submitted as part of the overall plan to submit false information to Mirae Bank, with those loans including the following:


| LOAN # | ORIGINATION DATE | BORROWER | ORIGINAL LOAN AMOUNT |
|--------|---------------------|-------------------------------|-------------------------|
| 851472 | 11/15/2005 | J & J Oil, Inc. | \$2,345,000 |
| 851664 | 12/20/2005 | Tweety Better Wash Corp. | \$4,200,000 |
| 851874 | 3/13/2006 | Speedway Auto Detailing, Inc. | \$4,100,000 |
| 852370 | 2/8/2007 | El Monte Gas Station | \$3,100,000 |
| 852372 | 2/22/2007 | El Monte Gas Station | \$500,000 |
| 852454 | 1/10/2007 | Melody Investments, Inc. | \$2,415,000 |

The losses suffered on those loans (including losses suffered by Mirae Bank, the Federal Deposit Insurance Corporation, and Wilshire Bank as the acquiring institution (now doing business as Bank of Hope)) were between \$3,500,000 and \$9,500,000, with the parties currently estimating that the losses are approximately \$7,519,084.08.

Agreed to: AA

CERTIFICATION OF DEFENDANT

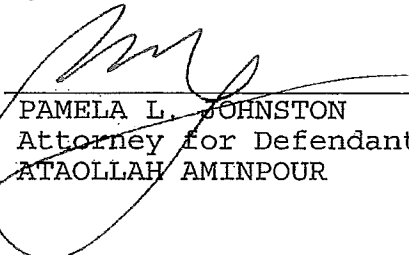
I have read this STATEMENT OF FACTS IN SUPPORT OF PLEA AGREEMENT ("statement of facts") in its entirety. I have had enough time to review and consider this statement of facts, and I have carefully and thoroughly discussed every part of it with my attorney. I agree that this statement of facts is accurate and correct, and is sufficient to support a plea of guilty to the charge described in the plea agreement and to establish the Sentencing Guidelines factors set forth in paragraph 16 of the plea agreement.


ATAOLLAH AMINPOUR
Defendant

11/10/2017
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ATAOLLAH AMINPOUR's attorney. I have carefully and thoroughly discussed every part of this statement of facts with my client and agree that it is sufficient to support a plea of guilty to the charge described in the plea agreement and to establish the Sentencing Guidelines factors set forth in paragraph 16 of the plea agreement.


PAMELA L. JOHNSTON
Attorney for Defendant
ATAOLLAH AMINPOUR

November 10, 2017
Date

CERTIFICATE OF SERVICE

I, YENI GOMEZ, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on **November 15, 2017** I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of: **PLEA AGREEMENT FOR DEFENDANT ATAOLLAH AMINPOUR [UNDER SEAL]**

service was:

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☒ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

Pamela L. Johnston
Foley & Lardner LLP
555 S Flower St #3500
Los Angeles, CA 90071

☐ By courier pick-up, addressed as follows:

☐ By facsimile, as follows:

☐ By messenger, as follows:

☐ By electronic mail, as follows:

at their last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on **November 15, 2017** at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

Yeni Gomez

Yeni Gomez
Legal Assistant