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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,) No. CR 02 - _____
13 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
14 v.) REED E. SLATKIN
15 REED E. SLATKIN,)
16 Defendant.)
17 _____)

18 1. This constitutes the plea agreement between REED E.
19 SLATKIN ("defendant") and the United States Attorney's Office for
20 the Central District of California ("the USAO") in the
21 investigation of defendant's commission of mail fraud, wire
22 fraud, money laundering, and conspiracy to obstruct justice.
23 This agreement is limited to the USAO and cannot bind any other
24 federal, state or local prosecuting, administrative or regulatory
25 authorities.

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1 property; (4) defendant acted with the intent to defraud; and
2 (5) defendant used, or caused to be used, interstate wire
3 communications to carry out an essential part of the scheme.

4 c) In order for defendant to be guilty of counts nine
5 through fourteen, which charge violations of Title 18, United
6 States Code, Sections 1957 and 2, the following must be true:

7 (1) defendant engaged or caused another to engage in a monetary
8 transaction; (2) defendant knew that the transaction involved
9 criminally derived property; (3) the property had a value greater
10 than \$10,000; (4) the property was derived from a specified
11 unlawful activity, namely mail fraud or wire fraud; and (5) the
12 transaction occurred within the United States. The term
13 "monetary transaction" means, among other things, the deposit,
14 withdrawal, transfer, or exchange, in or affecting interstate
15 commerce, of funds or a monetary instrument by, through, or to a
16 financial institution.

17 d) In order for defendant to be guilty of count
18 fifteen, which charges a violation of Title 18, United States
19 Code, Section 371, the following must be true: (1) there was an
20 agreement between defendant and at least one other person to
21 corruptly influence, obstruct, and impede, and endeavor to
22 influence, obstruct, and impede the due and proper administration
23 of the law under which a pending proceeding was being had before
24 the Securities and Exchange Commission ("SEC"), a department or
25 agency of the United States, in violation of Title 18, United
26 States Code, Section 1505; (2) defendant became a member of the
27 conspiracy knowing of its object and intending to help accomplish
28 it; and (3) one of the members of the conspiracy committed at

1 least one overt act for the purpose of carrying out the
2 conspiracy.

3 Defendant admits that defendant is, in fact, guilty of these
4 offenses as described in counts one through fifteen of the
5 Information.

6 PENALTIES AND RESTITUTION

7 4. The statutory maximum sentences for the offenses to
8 which defendant is pleading guilty are as follows:

9 a) The statutory maximum sentence that the Court can
10 impose for each violation of Title 18, United States Code,
11 Section 1341 is: five years imprisonment; a three-year period of
12 supervised release; a fine of \$250,000 or twice the gross gain or
13 gross loss resulting from the offense, whichever is greater; and
14 a mandatory special assessment of \$100.

15 b) The statutory maximum sentence that the Court can
16 impose for each violation of Title 18, United States Code,
17 Section 1343 is: five years imprisonment; a three-year period of
18 supervised release; a fine of \$250,000 or twice the gross gain or
19 gross loss resulting from the offense, whichever is greater; and
20 a mandatory special assessment of \$100.

21 c) The statutory maximum sentence that the Court can
22 impose for each violation of Title 18, United States Code,
23 Sections 1957 is: ten years imprisonment; a three-year period of
24 supervised release; a fine of \$250,000 or twice the amount of the
25 criminally derived property involved in the transaction,
26 whichever is greater; and a mandatory special assessment of \$100.

27 d) The statutory maximum sentence that the Court can
28 impose for each violation of Title 18, United States Code,

1 Section 371 is: five years imprisonment; a three-year period of
2 supervised release; a fine of \$250,000 or twice the gross gain or
3 gross loss resulting from the offense, whichever is greater; and
4 a mandatory special assessment of \$100.

5 e) Therefore, the total maximum sentence for all
6 offenses to which defendant is pleading guilty is: 105 years
7 imprisonment; a three-year period of supervised release; a fine
8 of \$3.75 million or twice the gross gain or gross loss resulting
9 from the fraud and conspiracy plus twice the value of the
10 criminally derived property involved in the money laundering
11 transactions, whichever is greater; and a mandatory special
12 assessment of \$1500.

13 5. Defendant understands that defendant will be required
14 to pay full restitution to the victims of the offenses.
15 Defendant agrees that, in return for the USAO's compliance with
16 its obligations under this agreement, the amount of restitution
17 is not restricted to the amounts alleged in the counts to which
18 defendant is pleading guilty and may include losses arising from
19 charges not prosecuted pursuant to this agreement as well as all
20 relevant conduct in connection with those charges. The parties
21 currently believe that the applicable amount of restitution is
22 not less than \$254,597,235, but recognize and agree that this
23 amount could change based on facts that come to the attention of
24 the parties prior to sentencing. Defendant further agrees that
25 defendant will not seek the discharge of any restitution
26 obligation, in whole or in part, in any present or future
27 bankruptcy proceeding.

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1 charges, including the right to call witnesses and to subpoena
2 those witnesses to testify.

3 g) The right not to be compelled to testify, and, if
4 defendant chose not to testify or present evidence, to have that
5 choice not be used against defendant.

6 By pleading guilty, defendant also gives up any and all
7 rights to pursue any affirmative defenses, Fourth Amendment or
8 Fifth Amendment claims, and other pretrial motions that have been
9 filed or could be filed.

10 SENTENCING FACTORS

11 9. Defendant understands that the Court is required to
12 consider and apply the United States Sentencing Guidelines
13 ("U.S.S.G." or "Sentencing Guidelines") but may depart from those
14 guidelines under some circumstances. The parties agree that the
15 version of the Sentencing Guidelines effective November 1, 2000
16 applies to this case and that this November 1, 2000 version,
17 along with applicable case law interpreting this version, should
18 be used to calculate his guidelines sentence.

19 10. Defendant and the USAO agree and stipulate to the
20 following applicable sentencing guideline factors:

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1 a) Guideline Calculation for Mail and Wire Fraud Offenses

2	Base Offense Level	:	6	[U.S.S.G. § 2F1.1(a)]
3	Specific Offense			
4	Characteristics			
5	Loss			
6	(over \$80 million)	:	+18	[U.S.S.G. § 2F1.1.(b) (1) (S)]
7	More than minimal			
8	planning/multiple			
9	victims	:	+2	[U.S.S.G. § 2F1.1(b) (2)]
10	Sophisticated means	:	+2	[U.S.S.G. § 2F1.1(b) (6) (C)]

9 Adjustments

10	Abuse of Position			
11	of Trust	:	+2	[U.S.S.G. § 3B1.3]
12	Obstruction of			
13	Justice	:	+2	[U.S.S.G. § 3C1.1]

13 Departures

14	Loss understated	:	+3	[U.S.S.G. § 2F1.1]
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16 b) Guideline Calculation for Money Laundering Offenses

17	Base Offense Level	:	17	[U.S.S.G. § 2S1.2(a)]
18	Specific Offense			
19	Characteristic			
20	Knowledge funds			
21	were proceeds of			
22	specified unlawful			
23	activity	:	+2	[U.S.S. G. § 2S1.2(b) (1) (B)]
24	Value of Funds			
25	(over \$100 million)	:	+13	[U.S.S.G. §§ 2S1.2(b) (2);
26				2S1.1(b) (2) (N)]

24 Adjustments

25	Obstruction of			
26	Justice	:	+2	[U.S.S.G. § 3C1.1]

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1 c) Guideline Calculation for Conspiracy to Obstruct Justice

2 Base Offense Level : 12 [U.S.S.G. §§ 2J1.2, 2X1.1(a)]

3 Adjustments

4 Role in the offense : +4 [U.S.S.G. §§ 3B1.1(a)]

5
6 d) Defendant and the USAO reserve the right to argue that
7 additional specific offense characteristics and adjustments are
8 appropriate.

9 e) The government gives up its right to seek an upward
10 departure except as stipulated above (i.e., agreed upon upward
11 departure based on understatement of loss), reserves its right to
12 seek downward departures as set forth in paragraph 15, and
13 reserves its right to oppose any request by defendant for a
14 downward departure.

15 f) Defendant reserves any right he may have to seek
16 downward departures on the following bases: (1) his alleged
17 extraordinary acceptance of responsibility; and (2) the alleged
18 psychological impact of his association with certain individuals
19 and/or group(s). Defendant gives up his right to seek a downward
20 departure on any other basis.

21 11. There is no agreement as to defendant's criminal
22 history or criminal history category.

23 12. The stipulations in this agreement do not bind either
24 the United States Probation Office or the Court. The Court will
25 determine the facts and calculations relevant to sentencing.
26 Both defendant and the USAO are free to: (a) supplement the facts
27 stipulated to in this agreement by supplying relevant information
28 to the United States Probation Office and the Court, (b) correct

1 any and all factual misstatements relating to the calculation of
2 the sentence, and (c) argue on appeal and collateral review that
3 the Court's sentencing calculations are not error, although each
4 party agrees to maintain its view that the calculations in
5 paragraph 10 are consistent with the facts of this case.

6 DEFENDANT'S OBLIGATIONS

7 13. Defendant agrees:

8 a) To plead guilty as set forth in this agreement.

9 b) To not knowingly and willfully fail to abide by
10 all sentencing stipulations contained in this agreement.

11 c) To self-surrender to federal custody on the date
12 of his initial appearance.

13 d) To not knowingly and willfully fail to: (i) appear
14 as ordered for all court appearances, (ii) surrender to federal
15 custody as ordered, and (iii) obey any other ongoing court order
16 in this matter.

17 e) Not to commit any crime.

18 f) To not knowingly and willfully fail to be truthful
19 at all times with Pretrial Services, the U.S. Probation Office,
20 and the Court.

21 g) To pay the applicable special assessments at or
22 before the time of sentencing.

23 h) To provide to law enforcement officials in
24 writing, within thirty (30) days of the date he executes this
25 agreement and at regular intervals thereafter to be determined by
26 the USAO over the duration of his incarceration and supervision
27 in this matter, a complete identification and location of and all
28 other information known to defendant about, all monies, property

1 or assets of any kind (including all bank accounts, tangible or
2 intangible assets, artwork, jewelry, collectibles, ERISA or other
3 pension plans, profit sharing plans, annuities, or life insurance
4 or any other material asset with a value of over \$2,500) derived
5 from or acquired as a result of, or used to facilitate the
6 commission of, defendant's illegal activities, whether currently
7 owned or controlled by defendant or by other persons or entities,
8 including any information regarding the disposition, transfer,
9 and exchange of such monies, property, and assets.

10 i) To forfeit, to repatriate (to the extent located
11 within a foreign country), and to give up all right, title, and
12 interest in and to items identified pursuant to paragraph 13(h)
13 and to prevent the disbursement of any and all such assets and
14 any other things of value traceable to such assets (except as
15 directed by court order) if such disbursements are within
16 defendant's direct or indirect control.

17 j) To fill out and deliver to the USAO within thirty
18 (30) days of the date he executes this agreement, a completed
19 financial statement (Form OBD-500) listing defendant's assets.

20 k) That the USAO may share information provided
21 by defendant pursuant to paragraphs 13(h) and 13(j) and
22 information obtained by the USAO for purposes of its criminal
23 investigation of defendant with the Trustee and the Official
24 Committee of Unsecured Creditors of the Chapter 11 Bankruptcy
25 estate in the matter of In re Reed E. Slatkin, Bk. No. ND 01-
26 11549-RR.

27 l) To not challenge the right of the USAO, through
28 the grand jury and other investigative means, to investigate

1 defendant's criminal activities, including activities to which
2 defendant is pleading guilty, for the purposes of, among other
3 things, evaluating the veracity of information provided by
4 defendant pursuant to this agreement and the Letter Agreements
5 referenced below, determining whether defendant has obstructed
6 the government's investigation, and determining the full scope of
7 defendant's criminal activities.

8 m) To waive any attorney-client privilege he may hold
9 with respect to his communications with attorneys and law firms
10 with whom he conferred over the duration of the charged conduct
11 with the exception of his attorneys at the following law firms:
12 O'Neill Lysaght & Sun; Pachulski, Stang, Ziehl, Young & Jones;
13 and Michaelson, Susi & Michaelson.

14 14. Defendant further agrees to cooperate fully with the
15 USAO, the Federal Bureau of Investigation, and the Internal
16 Revenue Service, and, as directed by the USAO, with any federal
17 court (including the federal bankruptcy court and its
18 representatives, the Trustee and the court-approved counsel for
19 the Official Committee of Unsecured Creditors of the Chapter 11
20 Bankruptcy estate in the matter of In re Reed E. Slatkin, Bk. No.
21 ND 01-11549-RR), any state, local, or foreign court, and any
22 administrative or law enforcement agency. This cooperation
23 requires defendant to:

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

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

4 c) Produce voluntarily all documents, records, or
5 other tangible evidence relating to matters about which the USAO,
6 or its designee, inquires.

7 d) To assist in identifying, locating, and recovering
8 for the benefit of the victims of defendant's criminal conduct,
9 all personal, family, partnership, and corporate monies,
10 properties, and assets derived from or acquired as a result of,
11 or used to facilitate the commission of, defendant's illegal
12 activities, whether currently owned or controlled by defendant or
13 by other persons or entities.

14 THE USAO'S OBLIGATIONS

15 15. If defendant complies fully with all defendant's
16 obligations under this agreement, the USAO agrees:

17 a) To abide by all sentencing stipulations contained
18 in this agreement.

19 b) At the time of sentencing, provided that defendant
20 demonstrates an acceptance of responsibility for the offenses up
21 to and including the time of sentencing, to recommend a two-level
22 reduction in the applicable sentencing guideline offense level,
23 pursuant to U.S.S.G. § 3E1.1, and an additional one-level
24 reduction if available under that section.

25 c) At the time of sentencing, provided defendant
26 demonstrates an extraordinary acceptance of responsibility for
27 the offenses up to and including the time of sentencing, to
28 recommend a downward departure on that basis.

1 d) Not to further prosecute defendant for violations
2 of federal law arising out of defendant's conduct described in
3 the stipulated factual basis set forth in the attached statement
4 of facts that has been incorporated herein by reference.
5 (Defendant understands that the USAO has no authority to dictate
6 to the Department of Justice Tax Division whether that office
7 should or should not prosecute defendant for criminal tax
8 violations, including conspiracy to commit such violations
9 chargeable under 18 U.S.C. § 371). Defendant understands that
10 the USAO is free to prosecute defendant for any other unlawful
11 past conduct or any unlawful conduct that occurs after the date
12 of this agreement. Defendant agrees that at the time of
13 sentencing the Court may consider the uncharged conduct in
14 determining the applicable Sentencing Guidelines range, where the
15 sentence should fall within that range, and the propriety and
16 extent of any departure from that range.

17 e) Not to offer as evidence in its case-in-chief in
18 the above-captioned case or any other prosecution that may be
19 brought against defendant by the USAO, any statements made by
20 defendant or tangible evidence provided by defendant pursuant to
21 this agreement or the letter agreements previously entered into
22 by the parties dated June 27, 2001, July 25, 2001, and September
23 5, 2001 ("the Letter Agreements"). Defendant, however, agrees
24 that the USAO may use such statements and tangible evidence:
25 (1) to obtain and pursue leads to other evidence, which evidence
26 may be used for any purpose, including any prosecution of
27 defendant, (2) to cross-examine defendant should defendant
28 testify, or to rebut any evidence, argument or representations

1 made by defendant or a witness called by defendant in any trial,
2 sentencing hearing, or other court proceeding, (3) in any
3 prosecution of defendant for false statement, obstruction of
4 justice, or perjury, and (4) at defendant's sentencing.
5 Defendant understands that information provided by defendant
6 pursuant to this agreement will be disclosed to the probation
7 office and the Court.

8 f) In connection with defendant's sentencing, to
9 bring to the Court's attention the nature and extent of
10 defendant's cooperation.

11 g) If the USAO determines, in its exclusive judgment,
12 that defendant has provided substantial assistance to law
13 enforcement in the prosecution or investigation of another
14 ("substantial assistance"), to move the Court pursuant to
15 U.S.S.G. § 5K1.1 to impose a sentence below the sentencing range
16 otherwise dictated by the sentencing guidelines.

17 DEFENDANT'S UNDERSTANDINGS REGARDING SUBSTANTIAL ASSISTANCE

18 16. Defendant understands the following:

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

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

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

1 for a reduced sentence or if the USAO makes such a motion and the
2 Court does not grant it.

3 d) At this time the USAO makes no agreement or
4 representation as to whether any cooperation that defendant has
5 provided or intends to provide constitutes substantial
6 assistance. The USAO specifically advises defendant that the
7 government currently questions the veracity of certain
8 information provided by defendant regarding, among other things,
9 the alleged transfer and the alleged legitimacy of transfers of
10 certain assets including real estate, artwork, and gold, the
11 existence of foreign assets, and the potential destruction of
12 computer evidence. Defendant understands that resolution of
13 these questions against defendant could result in the government
14 declining to make a motion for downward departure. The decision
15 whether defendant has provided substantial assistance rests
16 solely within the discretion of the USAO.

17 e) The USAO's determination of whether defendant has
18 provided substantial assistance will not depend in any way on
19 whether the government prevails at any trial or court hearing in
20 which defendant testifies.

21 BREACH OF AGREEMENT

22 17. If defendant, at any time between the execution of this
23 agreement and the completion of defendant's cooperation pursuant
24 to this agreement or defendant's sentencing on a non-custodial
25 sentence or surrender for service of a custodial sentence,
26 whichever is later, knowingly violates or fails to perform any of
27 defendant's obligations under this agreement ("a breach"), the
28 USAO may declare this agreement breached. If the USAO declares

1 the agreement breached, and the Court finds such a breach to have
2 occurred, defendant will not be able to withdraw defendant's
3 guilty pleas, and the USAO will be relieved of all its
4 obligations under this agreement. In particular:

5 a) The USAO will no longer be bound by any agreements
6 concerning sentencing and will be free to seek any sentence up to
7 the statutory maximum for the crimes to which defendant has
8 pleaded guilty.

9 b) The USAO will no longer be bound by any agreements
10 regarding criminal prosecution, and will be free to prosecute
11 defendant for any crime, including charges that the USAO would
12 otherwise have been obligated not to prosecute pursuant to this
13 agreement.

14 c) The USAO will be free to prosecute defendant for
15 false statement, obstruction of justice, and perjury based on any
16 knowingly false or misleading statement by defendant.

17 d) The USAO will no longer be bound by any agreement
18 regarding the use of statements, tangible evidence, or
19 information provided by defendant, and will be free to use any of
20 those in any way in any investigation, prosecution, or civil or
21 administrative action. Defendant will not be able to assert
22 either (1) that those statements, tangible evidence, or
23 information were obtained in violation of the Fifth Amendment
24 privilege against compelled self-incrimination, or (2) any claim
25 under the United States Constitution, any statute, Rule 11(e)(6)
26 of the Federal Rules of Criminal Procedure, Rule 410 of the
27 Federal Rules of Evidence, or any other federal rule, that
28 statements, tangible evidence, or information provided by

1 defendant before or after the signing of this agreement, or any
2 leads derived therefrom, should be inadmissible.

3 18. Following a knowing and willful breach of this
4 agreement by defendant, should the USAO elect to pursue any
5 charge or any civil or administrative action that was either
6 dismissed or not filed as a result of this agreement, then:

7 a) Defendant agrees that any applicable statute of
8 limitations is tolled between the date of defendant's signing of
9 this agreement and the USAO's discovery of any knowing and
10 willful breach by defendant.

11 b) Defendant gives up all defenses based on the
12 statute of limitations, any claim of preindictment delay, or any
13 speedy trial claim with respect to any such prosecution or
14 action, except to the extent that such defenses existed as of the
15 date of defendant's signing of this agreement.

16 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

17 19. Defendant gives up the right to appeal any sentence
18 imposed by the Court, including any order of restitution, and the
19 manner in which the sentence is determined, provided that
20 (a) the sentence is within the statutory maximum specified above
21 and is constitutional, (b) the Court does not depart upward
22 except as specified in paragraph 10, and (c) the Court determines
23 that the total offense level is 34 or below and imposes a
24 sentence within the range corresponding to the determined total
25 offense level. Defendant also gives up any right to bring a
26 post-conviction collateral attack on the convictions or sentence,
27 including any order of restitution, except a post-conviction
28 collateral attack based on a claim of ineffective assistance of

1 counsel, a claim of newly discovered evidence, or an explicitly
2 retroactive change in the applicable Sentencing Guidelines,
3 sentencing statutes, or statutes of conviction.

4 20. The USAO gives up its right to appeal the Court's
5 Sentencing Guidelines calculations, provided that (a) the Court
6 does not depart downward in offense level or criminal history
7 category (except to the extent requested by the USAO) and (b) the
8 Court determines that the total offense level is 34 or above
9 prior to any departure under U.S.S.G. § 5K1.1.

10 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

11 21. Defendant agrees that if any count of conviction is
12 vacated, reversed, or set aside, the USAO may: (a) ask the Court
13 to resentence defendant on any remaining counts of conviction,
14 with both the USAO and defendant being released from any
15 stipulations regarding sentencing contained in this agreement,
16 (b) ask the Court to void the entire plea agreement and vacate
17 defendant's guilty pleas on any remaining counts of conviction,
18 with both the USAO and defendant being released from all of their
19 obligations under this agreement, or (c) leave defendant's
20 remaining convictions, sentence, and plea agreement intact.
21 Defendant agrees that the choice among these three options rests
22 in the exclusive discretion of the USAO.

23 SCOPE OF AGREEMENT

24 22. The Court is not a party to this agreement and need not
25 accept any of the USAO's sentencing recommendations or the
26 parties' stipulations. Even if the Court ignores any sentencing
27 recommendation, finds facts or reaches conclusions different from
28 any stipulation, and/or imposes any sentence up to the maximum

1 established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty pleas, and defendant will remain
3 bound to fulfill all defendant's obligations under this
4 agreement. No one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise
6 regarding the sentence defendant will receive, except that it
7 will be within the statutory maximum.

8 23. This agreement applies only to crimes committed by
9 defendant, has no effect on any proceedings against defendant not
10 expressly mentioned herein, and shall not preclude any past,
11 present, or future forfeiture actions.

12 NO ADDITIONAL AGREEMENTS

13 24. Except as set forth herein, there are no promises,
14 understandings or agreements between the USAO and defendant or
15 defendant's counsel. This agreement supersedes and replaces the
16 Letter Agreements. Nor may any additional agreement,
17 understanding or condition be entered into unless in a writing
18 signed by all parties or on the record in court.

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1 This agreement is effective upon signature by defendant and
2 an Assistant United States Attorney.

3 AGREED AND ACCEPTED

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

6 JOHN S. GORDON
7 United States Attorney

8 _____ Date _____
9 JACQUELINE CHOOLJIAN
10 Assistant United States Attorney

11 _____ Date _____
12 STEVEN J. OLSON
13 Assistant United States Attorney

14 I have read this agreement and carefully discussed every
15 part of it with my attorney. I understand the terms of this
16 agreement, and I voluntarily agree to those terms. My attorney
17 has advised me of my rights, of possible defenses, of the
18 Sentencing Guideline provisions, and of the consequences of
19 entering into this agreement. No promises or inducements have
20 been made to me other than those contained in this agreement. No
21 one has threatened or forced me in any way to enter into this
22 agreement. Finally, I am satisfied with the representation of my
23 attorney in this matter.

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26 _____ Date _____
27 REED E. SLATKIN
28 Defendant

1 I am Reed E. Slatkin's attorney. I have carefully discussed
2 every part of this agreement with my client. Further, I have
3 fully advised my client of his rights, of possible defenses, of
4 the Sentencing Guideline provisions, and of the consequences of
5 entering into this agreement. To my knowledge, my client's
6 decision to enter into this agreement is an informed and
7 voluntary one.

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10 BRIAN SUN, ESQ.
11 Counsel for Defendant
12 Reed E. Slatkin

Date

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1 **STATEMENT OF FACTS**

2 I. INTRODUCTION

3 Between in or about 1986, and continuing until in or about
4 May 2002:

5 REED E. SLATKIN ("SLATKIN") was a resident of
6 Santa Barbara County, California. SLATKIN portrayed himself as
7 an investment adviser and money manager and accepted funds from
8 individuals for the stated purpose of investing these funds in
9 securities and other investments. SLATKIN was not registered as
10 an investment adviser with the Securities and Exchange Commission
11 ("SEC").

12 The Reed Slatkin Investment Club was an investment program
13 created by SLATKIN in or about 1990 to invest individuals'
14 retirement funds. Topview LLC, Fanfare LLC, and London Powell
15 LLC were limited partnerships created by SLATKIN in or about the
16 year 2000 through which he offered his money management services.

17 Over the above-referenced years, SLATKIN obtained over \$593
18 million from approximately 800 investor accounts. With the
19 assistance of others, including Ronald Rakow, SLATKIN promoted
20 himself as a successful financial adviser and provided his
21 investors with account statements which purported to document a
22 consistent record of achieving above-market returns on their
23 investments. In truth, SLATKIN used the bulk of investor funds
24 to operate a massive "Ponzi" scheme whereby he defrauded his
25 investors by paying them returns largely with funds raised from
26 other investors.

27 SLATKIN generally did not buy the securities that he
28 represented to investors as having been bought on their behalf

1 with their funds. He invested only a small percentage of
2 investor funds, typically on speculative and ultimately
3 unprofitable ventures that were not disclosed to the investors.
4 SLATKIN also misappropriated investor funds by using them for the
5 personal benefit of himself and his family, friends, and business
6 associates.

7 II. SLATKIN'S SOLICITATION AND MAINTENANCE OF INVESTORS

8 SLATKIN obtained new investors through referrals from
9 existing investors and through the efforts of others, including
10 Ronald Rakow, who solicited individuals to invest their funds
11 with SLATKIN. In soliciting funds from investors, SLATKIN made
12 and caused others to make the following representations and
13 promises, among others: (1) SLATKIN had developed trading
14 techniques and theories that enabled him to achieve above-market
15 returns; (2) funds deposited by investors would be used to
16 purchase securities and cash instruments that SLATKIN determined
17 to be appropriate; (3) returns on investors' portfolios would be
18 based on profits from their investments; (4) investments would be
19 held in SLATKIN's name or in the name(s) of companies,
20 partnerships, and other entities that SLATKIN owned or
21 controlled; and (5) SLATKIN would maintain an accurate accounting
22 of individual investor portfolios.

23 In order to invest with SLATKIN, an individual investor
24 would mail, wire, or personally deliver funds to SLATKIN, to
25 others working at his direction, or to bank accounts controlled
26 by SLATKIN. Thereafter, SLATKIN would cause quarterly account
27 statements to be sent to investors which listed the account
28 number, the starting balance, any deposits and withdrawals for

1 the quarter, and the ending balance. Some investors would also
2 receive annual statements which purported to show the itemized
3 securities which they held, the proceeds from the purchase and
4 sale of these securities, and the overall performance of their
5 portfolio. These account statements represented that SLATKIN
6 held a large portfolio of securities on behalf of his investors
7 in corporations such as Lockheed Martin Corp., AT&T, and Global
8 Crossing, as well as a variety of smaller technology and
9 communications companies.

10 SLATKIN also developed a program, called the Reed Slatkin
11 Investment Club, whereby individuals could place their
12 retirements funds under his management. From in or about 1990 to
13 in or about May 2001, approximately 80 investors participated in
14 this program.

15 From in or about the year 2000 to in or about May 2001,
16 SLATKIN also formed limited partnerships with certain individuals
17 through which he offered his money management services in various
18 investments. These partnerships included Topview LLC, London
19 Powell LLC, and Fanfare LLC.

20 III. SLATKIN'S SCHEME TO DEFRAUD

21 Beginning in or about 1986, and continuing until in or about
22 May 2001, in the Central District of California and elsewhere,
23 SLATKIN, knowingly and with intent to defraud, planned and
24 executed a scheme to defraud approximately 800 investors
25 throughout the United States of over \$593 million, and to obtain
26 money and property from such investors by making and causing
27 materially false statements to be made to such investors and by
28 concealing material facts from them.

1 In carrying out this scheme, SLATKIN engaged in and caused
2 others to engage in the following fraudulent and deceptive acts,
3 among others: (1) SLATKIN did not use the vast majority of
4 investor funds to purchase securities and cash instruments as
5 represented on account statements, but instead disbursed these
6 funds to other investors as fraudulent returns, diverted funds
7 for his own personal benefit, and dissipated funds on many
8 speculative, undisclosed, and ultimately unprofitable investments
9 in which SLATKIN had a beneficial interest; (2) account
10 statements sent to SLATKIN's investors were misleading, deceptive
11 and materially inaccurate. SLATKIN would fabricate the
12 percentage of return to be represented to investors and would
13 devise a false trading history for various securities. He caused
14 others to generate fraudulent account statements reflecting this
15 false information through the use of specialized computer
16 programs. The false returns represented to investors averaged
17 approximately 24% annually during the course of the scheme;
18 (3) SLATKIN failed to maintain separate accounts for investors
19 but rather commingled investor funds and treated them as his
20 personal funds; (4) because SLATKIN's investments did not
21 generate sufficient income to meet investors' periodic requests
22 for payments, SLATKIN used newly invested funds from some
23 investors to pay other investors. SLATKIN intended these
24 payments to induce existing investors both to entrust him with
25 new funds and to expand his pool of investors through referrals.

26 The Reed Slatkin Investment Club operated in much the same
27 manner. From the inception of this program, SLATKIN commingled
28 investors' retirement funds with other funds under his control.

1 All account statements sent to investors were fabricated; the
2 listed investments, trades, and profits were false. Similarly,
3 SLATKIN commingled the investor funds he obtained through his
4 various partnerships with his other investor funds and used these
5 funds for his personal benefit, to payback other investors, and
6 to otherwise promote the continued operation of the Ponzi scheme.

7 SLATKIN misappropriated investor funds by, among other
8 things, using the funds to: (1) pay his personal expenses and the
9 personal expenses of his family and friends; (2) make payments
10 for the benefit of consultants and other business associates who
11 assisted him in perpetrating the fraudulent scheme; (3) invest in
12 speculative business ventures which he did not disclose to
13 investors and in which he had a beneficial interest; and
14 (4) purchase real estate, airplanes, cars, artwork, and other
15 luxury items for his personal use and the use of his family,
16 friends, and business associates.

17 SLATKIN concealed and caused others to conceal the following
18 material facts, among others, from investors: (1) the vast
19 majority of investor funds were not being used to purchase
20 securities and cash instruments; (2) the source of payments to
21 investors was generally funds solicited from other investors;
22 (3) investor funds were often squandered on speculative business
23 ventures; and (4) SLATKIN misappropriated investor funds for his
24 personal benefit, and the benefit of his family, friends, and
25 business associates.

26 Moreover, in order to lull and deceive investors into
27 believing that his investment program was legitimate and to
28 conceal the unauthorized diversion of investors' funds, SLATKIN

1 (1) sent or caused others to send account statements to investors
2 which purported to state the value of their portfolios; (2) made
3 or caused others to make payments to investors until near the end
4 of the scheme, by which time SLATKIN had depleted their funds;
5 and (3) made or caused others to make a variety of pretextual
6 excuses to investors regarding why he could not return their
7 funds, including that it was an inopportune time in the market to
8 sell shares and that investor funds were temporarily frozen in
9 overseas bank accounts.

10 IV. THE MAILINGS AND WIRINGS

11 On or about the dates set forth below, in the Central
12 District of California and elsewhere, SLATKIN, for the purpose of
13 executing the above-described scheme, caused the following items
14 to be placed in an authorized depository for mail matter and to
15 be sent and delivered by the U.S. Postal Service according to the
16 directions thereon:

DATE	ITEM MAILED
7/15/97	Quarterly account statement from SLATKIN to Richard G. Reinis, SEP/IRA, Los Angeles, California, showing balance of \$156,962.85 for the period ending 6/30/97
4/17/98	Quarterly account statement from SLATKIN to Carolyn Judd, Los Angeles, California, showing balance of \$5,819,468.26 for the period ending 3/31/98
9/7/00	Brokerage statement from Jersey Shore Trading Group Inc. to Top View LLC, Santa Barbara, California, showing closing balance of \$638,729.47 for month ending 8/31/00
10/17/00	Quarterly account statement from SLATKIN to Ike Kezsbom, Nationwide Title Clearing, Inc., Glendale, California, showing balance of \$1,707,112.15 for the period ending 9/30/00

DATE	ITEM MAILED
1/17/01	Quarterly account statement from SLATKIN to E. Barry Shuman TTEE, Connections One Inc. Retirement Trust, Studio City, California, showing balance of \$5,945,728.11 for the period ending 12/31/00

On or about the dates set forth below, in the Central District of California, SLATKIN, for the purpose of executing the above-referenced scheme, caused the following transmissions, by means of wire communications in interstate commerce:

DATE	TRANSMISSION
11/4/99	Wire transfer of \$5,000,000 from an account of Michael Azeez (Prudential Securities Inc.) at Bank of New York in New York, New York to an account of SLATKIN at Union Bank of California in Irvine, California
6/2/00	Wire transfer of \$500,000 from an account of Gregory Abbott at Morgan Guarantee Trust in New York, New York to an account of SLATKIN at Union Bank of California in Irvine, California
9/26/00	Wire transfer of \$200,000 from an account of Wesley West Mineral Ltd. (Stuart W. Stedman) at Bank of New York in New York, New York, to an account of SLATKIN at Union Bank of California in Irvine, California

V. THE MONEY LAUNDERING

On or about the dates set forth below, in the Central District of California, SLATKIN, knowingly engaged in, aided and abetted, and caused others to engage in the following monetary transactions in criminally derived property of a value greater than \$10,000 which property was derived from specified unlawful activities, namely, mail fraud and wire fraud:

DATE	MONETARY TRANSACTION
1/13/99	Payment to investor Linda Rosen in the amount of \$1,850,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from a variety of investors
11/29/99	Payment to Dan Jacobs (Corporate Development International), for "consulting" services, in the amount of \$880,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from a variety of investors
7/28/00	Payment to Cessna Aircraft, for corporate airplane, in the amount of \$250,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from a variety of investors
9/5/00	Payment to Denise Del Bianco, for "consulting" services, in the amount of \$250,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from investors Paul Junger Witt and Susan Harris
1/17/01	Payment to investor John P. Coale in the amount of \$500,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from investor Arthur Berke
2/21/01	Payment to investor Arthur Berke (Berke Enterprises) in the amount of \$1,200,000 by wire from an account of SLATKIN at Union Bank of California, using funds derived from investor John Poitras

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19 VI. THE CONSPIRACY TO OBSTRUCT JUSTICE

20 In or about November 1999, the SEC initiated a formal
21 investigation of SLATKIN's investment activities. On or about
22 December 13, 1999, the SEC issued a subpoena requiring SLATKIN to
23 testify under oath before the SEC and to identify and provide
24 various documents including account statements for all of his
25 investors.

26 Beginning in or about November 1999, and continuing until a
27 date unknown, in the Central District of California and
28 elsewhere, SLATKIN, Jean Janu, Dan Jacobs, Didier Waroquiers, and

1 others, knowingly conspired and agreed to obstruct the SEC
2 proceedings. SLATKIN provided and caused others
3 to provide materially false documentation to the SEC to obstruct
4 the SEC investigation and to conceal the fact that his investment
5 program was a massive Ponzi scheme and that his investor account
6 statements were complete fabrications designed to lull and
7 deceive investors. Specifically, SLATKIN provided and caused
8 Jean Janu, Dan Jacobs, Didier Waroquiers, and others to provide
9 the SEC with, among other things, fabricated investor account
10 statements, fabricated lists of liquidated investor accounts, and
11 fabricated correspondence and account statements from a non-
12 existent, purportedly legitimate Swiss brokerage company called
13 NAA Financial ("NAA") where a significant amount of investor
14 funds were purportedly held.

15 SLATKIN falsely testified under oath before the SEC in
16 several material respects for the same purposes. Specifically,
17 SLATKIN testified falsely about, among other things, the
18 purported success of his investments made on behalf of investors,
19 the purported accuracy of account statements sent to investors,
20 the purported existence of NAA and brokerage accounts held with
21 NAA, his purported efforts to liquidate investor accounts, and
22 his purported intention not to accept additional investor funds.

23 At SLATKIN's direction, Jean Janu fabricated lists of
24 liquidated investor accounts which she knew would be provided to
25 the SEC. Dan Jacobs and Didier Waroquiers assisted SLATKIN in
26 maintaining the fictions that NAA really existed, that it was a
27 legitimate brokerage company, and that investors' funds were held
28 overseas in one or more NAA accounts.

1 SLATKIN, Janu, Jacobs, and Waroquiers committed and caused
2 the commission of numerous acts within the Central District of
3 California, including, but not limited to the following: (1) on
4 or about January 7, 2000, SLATKIN caused fraudulent investor
5 account statements to be sent to the SEC identifying
6 approximately 500 investor accounts with a purported cumulative
7 value of approximately \$230 million as of September 1999; (2) on
8 or about the same date, SLATKIN caused the SEC to be advised that
9 SLATKIN was in the process of liquidating investor accounts, that
10 is, repaying investors the funds SLATKIN managed for them;
11 (3) between on or about January 19, 2000 and in or about April
12 2000, SLATKIN, in an effort to demonstrate the existence and
13 legitimacy of NAA, caused the SEC to be provided with false
14 information regarding NAA, including fabricated correspondence
15 and account statements on NAA letterhead; (4) on or about January
16 21, 2000, SLATKIN falsely testified under oath during a
17 deposition before the SEC that (a) NAA was an established
18 investment firm located in Zurich, Switzerland; (b) as of March
19 31, 1999, he had been holding over \$217 million in investor funds
20 in an account with NAA; and (c) he was not accepting any new
21 accounts or any money for existing accounts; (5) between in or
22 about the beginning of the year 2000 to in or about May 2001,
23 SLATKIN concealed from the SEC the material fact that he obtained
24 approximately \$135 million in new funds from investors during
25 that time frame; (6) on or about February 2, 2000, Waroquiers,
26 using the false name Michel Axiall, fabricated a letter on NAA
27 letterhead reflecting that SLATKIN had an account with NAA
28 through which assets were being held in five different European

1 banks; (7) on or about August 17, 2000, Janu prepared a list to
2 be provided to the SEC which falsely reflected that as of July
3 31, 2000, SLATKIN had liquidated all but approximately \$33.5
4 million of investor accounts; (8) on or about the next day,
5 SLATKIN caused the SEC to be provided with the fabricated list
6 that Janu had prepared the previous day; (9) In or about
7 September 2000, SLATKIN caused account balances for approximately
8 two-thirds of his investors to be shifted from an existing
9 computer database (the RBF database) to two newly created
10 databases (the London Powell and Fanfare databases) so that it
11 would appear to the SEC that these investors had zero account
12 balances; (10) on or about October 5, 2000, Janu fabricated
13 another list to be submitted to the SEC which falsely reflected
14 that as of September 30, 2000, SLATKIN had liquidated all but
15 approximately \$3 million of investor accounts; and (11) on or
16 about October 6, 2000, SLATKIN caused the SEC to be provided with
17 the fabricated list that had been generated by Janu and caused
18 the SEC to be informed that his liquidation of investor accounts
19 was virtually complete.

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