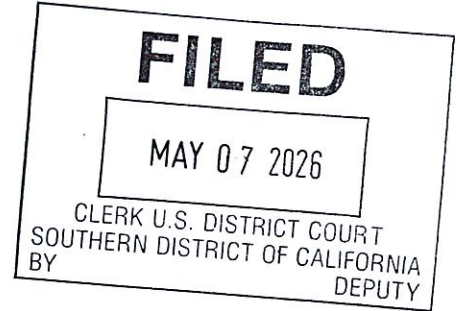


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7
8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 MICHAEL CRIS TRAYA SORDILA,

14 Defendant.

Case No. 24CR2712-JLS

PLEA AGREEMENT

15 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
16 AMERICA, through its counsel, Adam Gordon, United States Attorney, and
17 Oleksandra Johnson, Assistant United States Attorney, and Defendant
18 MICHAEL CRIS TRAYA SORDILLA, with the advice and consent of Antonio
19 Yoon, counsel for Defendant, as follows:

20 I

21 THE PLEA

22 A. THE CHARGE

23 Defendant agrees to plead guilty to Counts One and Two of the
24 Superseding Indictment charging Defendant with conspiracy to commit
25 mail and wire fraud, in violation of 18 U.S.C. § 1349 (count one) and
26 conspiracy to commit money laundering, in violation of 18 U.S.C.
27 § 1956(h) (count two), and consents to the forfeiture allegations of
28 the Superseding Indictment.

1 In addition, the attached Financial Addendum shall govern
2 forfeiture and restitution in this case.

3 B. WAIVER OF RIGHTS

4 Defendant knowingly waives: (a) the right to a speedy trial
5 pursuant to the Sixth Amendment to the United States Constitution, 18
6 U.S.C. § 3161, and Federal Rule of Criminal Procedure 48(b); (b) any
7 objections with respect to venue or statute of limitations, and (c) any
8 other defense to the charges in this plea agreement.

9 C. PROSECUTION OF ADDITIONAL CHARGES

10 In exchange for Defendant's guilty plea, the United States
11 Attorney's Office for the Southern District of California ("USAO")
12 agrees not to bring any additional criminal charges against Defendant
13 for conduct described in the factual basis of this plea agreement,
14 unless Defendant breaches the plea agreement or the guilty plea entered
15 pursuant to this plea agreement is set aside for any reason. Defendant
16 expressly waives all constitutional and statutory defenses, including
17 statute of limitations, to the initiation of any charges based on
18 conduct described in the factual basis of this plea agreement that the
19 United States did not bring pursuant to this plea agreement but that
20 the United States brings following any breach of the plea agreement by
21 defendant, withdrawal of defendant's guilty plea, or any set-aside of
22 defendant's guilty plea.

23 II

24 NATURE OF THE OFFENSE

25 A. ELEMENTS EXPLAINED

26 The offenses to which Defendant is pleading guilty have the
27 following elements:
28

Count One - Conspiracy to Commit Mail and Wire Fraud

1
2 Conspiracy to commit mail and wire fraud has the following
3 elements:

- 4 1. There was an agreement between two or more persons to commit
5 mail and wire fraud;
6 2. Defendant joined in the agreement, knowing of its purpose,
7 and intending to help accomplish that purpose.

8 Mail Fraud has the following elements:

- 9 1. The defendant knowingly participated in or devised a scheme
10 or plan to defraud, or a scheme or plan for obtaining money
11 or property by means of false or fraudulent pretenses,
12 representations, or promises;
13 2. The statements made or facts omitted as part of the scheme
14 were material; that is, they had a natural tendency to
15 influence, or were capable of influencing, a person to part
16 with money or property;
17 3. The defendant acted with the intent to defraud; that is,
18 the intent to deceive and cheat; and
19 4. The defendant used, or caused to be used, the mails to
20 carry out or attempt to carry out an essential part of the
21 scheme.

22 Wire Fraud has the following elements:

- 23 1. The defendant knowingly participated in or devised a scheme
24 or plan to defraud, or a scheme or plan for obtaining money
25 or property by means of false or fraudulent pretenses,
26 representations, or promises;
27 2. The statements made or facts omitted as part of the scheme
28 were material; that is, they had a natural tendency to
influence, or were capable of influencing, a person to part
with money or property;
3. The defendant acted with the intent to defraud; that is, the
intent to deceive and cheat; and
4. The defendant used, or caused to be used, an interstate wire
communication to carry out or attempt to carry out an
essential part of the scheme.

Count Two - Conspiracy to Commit Money Laundering

Conspiracy to commit money laundering has the following elements:

1. There was an agreement between two or more persons to commit money laundering;
2. Defendant joined in the agreement, knowing of its purpose, and intending to help accomplish that purpose.

Money laundering has the following elements:

1. Defendant conducted a financial transaction involving property that represented the proceeds of mail fraud or wire fraud;
2. Defendant knew that the financial transactions involved property that represented the proceeds of some form of criminal activity; and
3. Defendant knew that the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of mail or wire fraud.

As to the forfeiture, the Government would have to prove, by a preponderance of the evidence, the property was involved in the offense or traceable to such property. Defendant expressly waives all constitutional and statutory defenses to the initiation of any charges based on conduct outlined in the factual basis that the United States did not bring pursuant to this plea agreement.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

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

1. At all times relevant to the Superseding Indictment, Defendant MICHAEL CRIS TRAYA SORDILLA ("Defendant SORDILLA") was the founder, President, and CEO of Innocentrix Philippines, which purported

1 to be a "business process outsourcing" company in the Philippines. Co-
2 defendant Tarosa was the Vice-President of Innocentrix Philippines.

3 2. PageTurner, Press and Media LLC ("PageTurner") was
4 incorporated in the State of California in September 2017 and claimed
5 to be a book publishing business located in Chula Vista, California.
6 Co-defendant Gemma Traya Austin was the registered owner, and co-
7 defendant Micheal Glenn Austin was a manager of PageTurner.

8 3. The Metro Films LLC ("Metro Films") was incorporated in the
9 State of California in April 2022 and claimed to be a motion picture
10 and sound recording business located in Los Angeles, California.

11 4. WP Lighthouse LLC ("WP Lighthouse") was a domestic limited
12 liability company registered in the State of Indiana in July 2024, with
13 its principal place of business in Indianapolis, Indiana. WP Lighthouse
14 LLC claimed to be a book publishing business.

15 **Conspiracy to Commit Mail and Wire Fraud**

16 5. Between approximately September 2017, and continuing through
17 approximately December 9, 2024, Defendant SORDILLA knowingly and
18 willfully agreed to participate in, and did participate in, a conspiracy
19 to commit mail fraud, in violation of Title 18, United States Code,
20 Section 1341, and wire fraud, in violation of Title 18, United States
21 Code, Section 1343.

22 6. Defendant SORDILLA, along with co-defendants Bryan Navales
23 Tarosa, Gemma Traya Austin, Micheal Glenn Austin and others, conspired
24 to perpetrate a book publishing scam targeting victims throughout the
25 United States, including in the Southern District of California.

26 7. Under the guise of professional publishing businesses,
27 SORDILLA and co-conspirators operated a fraudulent network of scammers
28

1 in the Philippines to enrich themselves by selling false hopes of
2 tremendous professional success to writers.

3 8. As part of the conspiracy, SORDILLA and his coconspirators
4 created and registered fictitious business entities in the United
5 States, including PageTurner, Metro Films, and WP Lighthouse.

6 9. As part of the conspiracy, the conspirators made false
7 representations regarding the purported book publishing businesses
8 PageTurner and WP Lighthouse LLC, including by falsely representing the
9 location of operations, its contacts and communications with literary
10 agents, major motion picture studios and popular video streaming
11 services.

12 10. Defendant SORDILLA's role in the conspiracy, along with co-
13 defendant Tarosa, was using Innocentrix Philippines to manage a call
14 center in the Philippines where dozens of sales representatives
15 contacted victims in the United States pretending to be literary agents
16 from PageTurner or WP Lighthouse LLC.

17 11. As part of the conspiracy, Defendant SORDILLA directed co-
18 conspirators working for Innocentrix to contact individual authors
19 through unsolicited interstate and foreign wire communications,
20 including phone calls and emails.

21 12. As part of the conspiracy, the conspirators falsely
22 represented that PageTurner and WP Lighthouse were book publishing
23 businesses that acted as a liaison between individuals who sought to
24 publish their books or have their books turned into motion pictures or
25 television series.

26 13. As part of the conspiracy, the conspirators falsely
27 represented PageTurner and WP Lighthouse worked with major traditional
28

1 publishers, motion picture studios, and popular video streaming
2 services.

3 14. As part of the conspiracy, the conspirators impersonated
4 literary agents and executives from major publishers, motion picture
5 studios, and popular video streaming services, or pretended to be
6 representatives from the fake motion picture business Metro Films.

7 15. In reality, PageTurner, WP Lighthouse, and Metro Films were
8 fictitious businesses created by the coconspirators at SORDILLA's and
9 Tarosa's direction, and these entities had no relationship with either
10 traditional publishers or Hollywood entertainment companies.

11 16. As part of the conspiracy, the conspirators falsely told
12 victim-authors their works had been selected for acquisition by major
13 publishers or movie studios.

14 17. As part of the conspiracy, the conspirators fraudulently
15 convinced victim-authors to send PageTurner and WP Lighthouse LLC
16 payments to, for example, pre-pay taxes, pay transaction fees, or pay
17 for services before the victim-author's work could be published or
18 optioned to studios.

19 18. For example, between 2021 and 2022, victim K.D. in South
20 Dakota sent a total of \$510,495 to PageTurner bank accounts in exchange
21 for fraudulent promises to facilitate a title acquisition by a
22 traditional publisher, and to convert his books into a movie:

23 a. Over the course of months, victim K.D. was contacted by
24 multiple individuals on behalf of PageTurner ("Ray Ross,"
25 "Danny Evans," "James Adler") who asked K.D. to pay for
26 various fees and services such as creating an audio book,
27
28

1 screen adaptation, and to cover advertising costs,
2 purportedly to attract major publishers or movie studios.

3 b. To induce victim K.D. to pay PageTurner's fees, "Danny
4 Evans" forwarded the victim a fake letter from the well-
5 known publishing company Publisher M.H., which expressed
6 an interest in buying the rights to K.D.'s book and claimed
7 that the company "has allocated an estimated a budget of
8 \$500,000 for the title acquisition."

9 c. Victim K.D. also received communications from "Mark
10 Alvarez" and "Isaiah Callum" who claimed to be directors
11 for Metro Films. K.D. was told that his book passed the
12 screening for a movie transition, and that victim would
13 obtain a contract for more than \$1 million. Per Alvarez's
14 instructions, K.D. was to pay PageTurner for a screenplay,
15 because Metro Films and PageTurner were working together.
16 Based on these representations, in December 2021, K.D.
17 mailed a check in the amount of \$85,995 to PageTurner in
18 Chula Vista, CA, and subsequently received a service
19 contract from PageTurner signed by Gemma Traya Austin.

20 d. K.D. made additional payments for services PageTurner never
21 provided (a publicist team, the Hollywood treatment, and
22 screenplay) in exchange for fraudulent misrepresentations
23 that his books would be turned into a movie. K.D.
24 eventually became suspicious of fraud and demanded a
25 refund, which he never received.

26 19. Defendant SORDILLA and codefendant Tarosa supervised the
27 scammers who defrauded victim K.D. SORDILLA communicated by email with
28

1 "Ray Ross," "Danny Evans," "James Adler," "Isaiah Callum," and "Mark
2 Alvarez." For example, on about April 22, 2022, "Isaiah Callum," using
3 the email address director.callum@themetrolfilms.com, sent an email to
4 SORDILLA with subject line "Request for Approval," stating "Hi boss, I
5 would like to ask for your approval to send this file today. Mark
6 [Alvarez] already sent a contract to [victim K.D.] before for \$4m but
7 it was changed. The author needs the confirmation of the changes before
8 he sends the payment of \$220,000.00." The email included a screenshot
9 of the letter from Metro Films confirming that K.D.'s book was to be
10 acquired for \$7,200,000.00 if his publisher (i.e. PageTurner) confirmed
11 the publicity requirement. SORDILLA replied to Callum, with carbon
12 copy to codefendant Bryan Tarosa at "brian.tarrosa@pageturner.us," and
13 stated: "Disapproved. Stay away from putting amount via email. It may
14 be discussed via phone but not email." On about April 27, 2022,
15 PageTurner bank account received a total of \$200,000 from victim K.D.

16 20. Between approximately 2017 and 2024, more than 800 victims
17 nationwide lost over \$48 million to the book publishing fraudulent
18 scheme operated by Defendant SORDILLA. Accordingly, the parties agree
19 that for purposes of U.S.S.G. §2B1.1(b)(1)(L), the total loss resulting
20 from the fraudulent book publishing scheme, is at least \$48,719,156.38.

21 21. A substantial part of the book publishing fraudulent scheme
22 was committed from outside the United States and involved sophisticated
23 means.

24 **Money Laundering Conspiracy**

25 22. From at least January 2018, and continuing up to and including
26 December 9, 2024, within the Southern District of California and
27 elsewhere, Defendant SORDILLA knowingly and willfully agreed to
28

1 participate in, and did participate in, a conspiracy to commit money
2 laundering, in violation of Title 18, United States Code, Section
3 1956(h).

4 23. As part of the conspiracy, SORDILLA directed coconspirators,
5 including Gemma Traya Austin and Micheal Glenn Austin, to open and
6 manage bank accounts in the name of PageTurner and WP Lighthouse LLC at
7 various financial institutions, including U.S. Bank, Bank of America,
8 JP Morgan Chase, Capital One, BlueVine, Fifth Third Bank, Old National
9 Bank, and Regions Bank. The use of multiple accounts and various
10 financial institutions was designed, in part, to conceal or disguise
11 the nature, location, source, ownership, or control of the proceeds of
12 the scheme.

13 24. As part of the conspiracy, after victim funds were received
14 in bank accounts established on behalf of PageTurner and WP Lighthouse,
15 to conceal the location and control of proceeds of the book publishing
16 scam, SORDILLA directed coconspirators, including Gemma Traya Austin
17 and Micheal Glenn Austin, to conduct further withdrawals and transfers
18 of victim funds to domestic and international bank accounts in the
19 Philippines controlled by SORDILLA and co-conspirators.

20 25. As part of the conspiracy, SORDILLA directed coconspirators,
21 including Gemma Traya Austin and Micheal Glenn Austin, to use the
22 proceeds of the book publishing scam to further promote the fraudulent
23 scheme. For example, SORDILLA directed coconspirators to use the
24 proceeds to pay for advertisements, issue refunds, and to pay small
25 "royalties" to gain the victims' trust in order to promote or maintain
26 the appearance of PageTurner and WP Lighthouse as legitimate publishers.

27

28

1 26. As part of the conspiracy, SORDILLA directed coconspirators
2 to launder at least \$42 million. During the time of the conspiracy,
3 SORDILLA personally received approximately \$2,725,951.

4 III

5 PENALTIES

6 The crimes to which Defendant is pleading guilty carry the
7 following penalties:

8 Count 1 - Wire/Mail Fraud:

- 9 A. a maximum 20 years in prison;
- 10 B. a maximum \$250,000 fine, or twice the gross loss caused by or
twice the gross gain resulting from the offense;
- 11 C. a mandatory special assessment of \$100;
- 12 D. a term of supervised release of up to 3 years. Defendant
13 understands that failure to comply with any condition of
supervised release may result in revocation of supervised
14 release, requiring Defendant to serve in prison, upon
revocation, all or part of the statutory maximum term of
15 supervised release.
- 16 E. possible ineligibility for certain Federal benefits; and
- 17 F. forfeiture to the United States of all property, real or
18 personal, which constitutes or is derived from proceeds
traceable to the offense.

19 Count 2 - Money Laundering:

- 20 A. a maximum 20 years in prison;
- 21 B. a maximum \$500,000 fine, or twice the amount of the criminally
22 derived property involved in the transaction, whichever is
greater;
- 23 C. a mandatory special assessment of \$100;
- 24 D. a term of supervised release of up to 3 years. Defendant
25 understands that failure to comply with any condition of
26 supervised release may result in revocation of supervised
release, requiring Defendant to serve in prison, upon
27 revocation, all or part of the statutory maximum term of
supervised release.
- 28

- 1 E. possible ineligibility for certain Federal benefits; and
- 2 F. forfeiture to the United States of all property, real or
- 3 personal, which constitutes or is derived from proceeds
- 4 traceable to the offense.

5 In addition, for Counts 1 and 2, Defendant shall be subject to an
 6 order of restitution requiring Defendant to pay at least \$48,719,156.38
 7 to the victims of the offenses.

8 **IV**
 9 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**
 10 **UNDERSTANDING OF CONSEQUENCES**

11 This guilty plea waives Defendant's right at trial to:

- 12 A. Continue to plead not guilty and require the Government to
- 13 prove the elements of the crime beyond a reasonable doubt;
- 14 B. A speedy and public trial by jury;
- 15 C. The assistance of counsel at all stages;
- 16 D. Confront and cross-examine adverse witnesses;
- 17 E. Testify and present evidence and to have witnesses testify on
- 18 behalf of Defendant; and,
- 19 F. Not testify or have any adverse inferences drawn from the
- 20 failure to testify.

21 **V**
 22 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**
 23 **PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

24 Any information establishing the factual innocence of Defendant
 25 known to the undersigned prosecutor in this case has been turned over
 26 to Defendant. The Government will continue to provide such information
 27 establishing the factual innocence of Defendant.

28 If this case proceeded to trial, the Government would be required
 to provide impeachment information for its witnesses. In addition, if
 Defendant raised an affirmative defense, the Government would be
 required to provide information in its possession that supports such a

1 defense. By pleading guilty Defendant will not be provided this
2 information, if any, and Defendant waives any right to this information.
3 Defendant will not attempt to withdraw the guilty plea or to file a
4 collateral attack based on the existence of this information.

5 VI

6 **DEFENDANT'S REPRESENTATION THAT GUILTY**
7 **PLEA IS KNOWING AND VOLUNTARY**

8 Defendant represents that:

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

VII

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

This plea agreement is limited to the United States Attorney's
Office for the Southern District of California, and cannot bind any
other authorities in any type of matter, although the Government will
bring this plea agreement to the attention of other authorities if
requested by Defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

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

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may impose the maximum sentence provided by statute. It is uncertain at this time what Defendant's sentence will be. The Government has not made and will not make any representation about what sentence Defendant will receive. Any estimate of the probable sentence by defense counsel is not a promise and is not binding on the Court. Any recommendation by the Government at sentencing also is not binding on the Court. If the sentencing judge does not follow any of

1 the parties' sentencing recommendations, Defendant will not withdraw
2 the plea.

3 X

4 PARTIES' SENTENCING RECOMMENDATIONS

5 A. SENTENCING GUIDELINE CALCULATIONS

6 Although the Guidelines are only advisory and just one factor the
7 Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence,
8 the parties will jointly recommend the following Base Offense Level,
9 Specific Offense Characteristics, Adjustments, and Departures:

10 Count 1 - Mail & Wire Fraud Conspiracy 18 U.S.C. § 1349

- 11 1. Base Offense Level [§ 2B1.1(a)(1)] 7
- 12 2. Loss More Than \$25,000,000 [§ 2B1.1(b)(1)(L)] +22
- 13 3. More Than 10 Victims [§ 2B1.1(b)(2)(A)] +2
- 14 4. Sophisticated Means [§ 2B1.1(b)(10)(C)] +2

15
16 Count 2 - Money Laundering Conspiracy 18 U.S.C. § 1956

- 17 1. Base Offense Level [§ 2S1.1(a)(1)] 33¹
- 18 2. Conviction Under 18 U.S.C. § 1956 [§ 2S1.1(b)(2)(B)] +2
- 19 3. Organizer [§ 3B1.1(a)] +4²

20
21 Grouping Calculation

- 22 1. Offense Level [§§ 3D1.2(c), 3D1.3] 39
- 23 2. Acceptance of Responsibility [§ 3E1.1] -3

24
25
26 _____
27 ¹ This is the offense level for the underlying offense of wire
28 fraud under USSG § 2B1.1.

² Defendant may argue the applicability of any mitigating or
aggravating role adjustment.

3. Variance [18 U.S.C. § 3553(a)]

-3³

B. ACCEPTANCE OF RESPONSIBILITY

Despite paragraph A above, the Government need not recommend an adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following:

1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
2. Falsely denies prior criminal conduct or convictions;
3. Is untruthful with the Government, the Court or probation officer; or
4. Breaches this plea agreement in any way.

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

Defendant may request or recommend additional downward adjustments, departures, or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The Government will oppose any downward adjustments, departures, or variances not set forth in Section X, paragraph A above.

D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

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

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

The facts in the "factual basis" paragraph of this agreement are true and may be considered as "relevant conduct" under USSG § 1B1.3 and

³ This variance is in consideration of Defendant's history and characteristics, appellate waiver, and the need to provide restitution to any victims of the offense.

1 as the nature and circumstances of the offense under 18 U.S.C.
2 § 3553(a)(1).

3 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

4 The Government will recommend that Defendant be sentenced **within**
5 the advisory guideline range recommended by the Government at
6 sentencing.

7 G. SPECIAL ASSESSMENT

8 The parties will jointly recommend that Defendant pay a special
9 assessment in the amount of \$100.00 per felony count of conviction to
10 be paid forthwith at time of sentencing. Special assessments shall be
11 paid through the office of the Clerk of the District Court by bank or
12 cashier's check or money order made payable to the "Clerk, United States
13 District Court."

14 H. FINE

15 The Government will not recommend a fine in light of the amount of
16 restitution to be ordered in this case. Defendant acknowledges that
17 notwithstanding any agreement of the parties, the Court may impose a
18 fine. Imposition of a fine by the Court shall not be a basis to withdraw
19 the guilty pleas and shall not be a part of any basis for any appeal
20 from the sentence imposed.

21 I. SUPERVISED RELEASE

22 The Government is free to recommend a period of supervised release.
23 If the Court imposes a term of supervised release, Defendant will not
24 seek to reduce or terminate early the term of supervised release until
25 Defendant has served at least 2/3 of the term of supervised release and
26 has fully paid and satisfied any special assessments, fine, criminal
27 forfeiture judgment, and restitution judgment.
28

XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

Defendant waives (gives up) all rights to appeal and to collaterally attack every aspect of the conviction and sentence, including any restitution order up to \$50,000,000. This waiver includes, but is not limited to, any argument that the statute of conviction or Defendant's prosecution is unconstitutional and any argument that the facts of this case do not constitute the crime charged. The only exceptions are 1) Defendant may appeal a custodial sentence above the high end of the guideline range recommended by the Government at sentencing (if USSG § 5G1.1(b) applies, the high end of the range will be the statutorily required mandatory minimum sentence), and 2) Defendant may collaterally attack the conviction or sentence on the basis that Defendant received ineffective assistance of counsel. If Defendant appeals, the Government may support on appeal the sentence or restitution order actually imposed.

XII

BREACH OF THE PLEA AGREEMENT

Defendant and Defendant's attorney know the terms of this agreement and shall raise, before the sentencing hearing is complete, any claim that the Government has not complied with this agreement. Otherwise, such claims shall be deemed waived (that is, deliberately not raised despite awareness that the claim could be raised), cannot later be made to any court, and if later made to a court, shall constitute a breach of this agreement.

1 Defendant breaches this agreement if Defendant violates or fails
2 to perform any obligation under this agreement. The following are non-
3 exhaustive examples of acts constituting a breach:

- 4 1. Failing to plead guilty pursuant to this agreement;
- 5 2. Failing to fully accept responsibility as established in
6 Section X, paragraph B, above;
- 7 3. Failing to appear in court;
- 8 4. Attempting to withdraw the plea;
- 9 5. Failing to abide by any court order related to this case;
- 10 6. Appealing (which occurs if a notice of appeal is filed)
11 or collaterally attacking the conviction or sentence in
12 violation of Section XI of this plea agreement; or
- 13 7. Engaging in additional criminal conduct from the time of
14 arrest until the time of sentencing.

15 If Defendant breaches this plea agreement, Defendant will not be
16 able to enforce any provisions, and the Government will be relieved of
17 all its obligations under this plea agreement. For example, the
18 Government may proceed to sentencing but recommend a different sentence
19 than what it agreed to recommend above. Or the Government may pursue
20 any charges including those that were dismissed, promised to be
21 dismissed, or not filed as a result of this agreement (Defendant agrees
22 that any statute of limitations relating to such charges is tolled
23 indefinitely as of the date all parties have signed this agreement;
24 Defendant also waives any double jeopardy defense to such charges). In
25 addition, the Government may move to set aside Defendant's guilty plea.
26 Defendant may not withdraw the guilty plea based on the Government's
27 pursuit of remedies for Defendant's breach.

1 language). Defendant has discussed the terms of this agreement with
2 defense counsel and fully understands its meaning and effect.

3 XV

4 DEFENDANT SATISFIED WITH COUNSEL

5 Defendant has consulted with counsel and is satisfied with
6 counsel's representation. This is Defendant's independent opinion, and
7 Defendant's counsel did not advise Defendant about what to say in this
8 regard.

9 ADAM GORDON
United States Attorney

10 April 17, 2026

11 DATED

O. Johnson

OLEKSANDRA JOHNSON
Assistant U.S. Attorney

12
13 4/16/26
14 DATED

[Signature]

ANTONIO YOON
Defense Counsel

15 IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER
16 PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE
17 ARE TRUE.

18 DATED

[Signature]

MICHAEL CRIS TRAYA SORDILLA
Defendant

19
20
21 Approved By:

22 s/ Blanca Quintero
23 BLANCA QUINTERO
Assistant U.S. Attorney

1 FINANCIAL ADDENDUM TO PLEA AGREEMENT

2 United States v. MICHAEL CRIS TRAYA SORDILLA

3 Case No. 24-cr-2712-JLS

4 Defendant's conviction will include financial penalties such
5 as a forfeiture, fine, and restitution. This Financial Addendum
6 is incorporated into and made part of Defendant's plea agreement,
7 and the additional terms and warnings below apply.

8 **A. FORFEITURE**

9 1. Penalty. In addition to the penalties set forth in the
10 plea agreement, the Defendant understands that forfeiture of
11 property is a mandatory part of the sentence to be imposed for the
12 offenses in this case. Defendant agrees and understands that as
13 to Count 1, federal law as set forth in Title 18, United States
14 Code, 981(a)(1)(C) and Title 28, United States Code, Section
15 2461(c) requires Defendant to forfeit to the United States of
16 America all property, real and personal, that constitutes or is
17 derived from proceeds traceable to the conspiracy to commit mail
18 and wire fraud, in violation of 18 U.S.C. § 1349. As to Count 2,
19 Defendant agrees and understands that Title 18, United States
20 Code, Section 982(a)(1), requires Defendant to forfeit to the
21 United States of America all his rights, title, and interest, in
22 any property, real and personal, involved in the offense of money
23 laundering, and any property traceable to such property.

24 2. Property Subject to Forfeiture. The Defendant consents
25 to the forfeiture allegations of the Superseding Indictment and
26 agrees to the forfeiture of all properties seized in connection
27 with the case and identified in the Superseding Indictment.

28 In addition, Defendant consents to the entry of a forfeiture money
judgment against him as to Counts 1-2 in the amount of \$2,725,951

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1 representing the amount of proceeds Defendant obtained from the
2 offenses. Defendant further agrees that the conditions for the
3 substitution of assets for the full amount of the money judgment
4 as set forth in 21 U.S.C. § 853(p) as incorporated by 28 U.S.C.
5 § 2461(c) exist and the Government may execute and collect the
6 judgment against any and all other property up to the full amount
7 of the forfeiture judgment.

8 3. Bases of Forfeiture

9 Defendant agrees and acknowledges the forfeitures are
10 mandatory and authorized pursuant to Title 18, United States Code,
11 Sections 981(a)(1)(C), 982(a)(1), and Title 28, United States
12 Code, Section 2461(c).

13 4. Immediate Entry of Preliminary Order of Forfeiture

14 Defendant consents and agrees to the immediate entry of a
15 preliminary order of forfeiture upon entry of the guilty plea.
16 Defendant further agrees that upon entry of the preliminary order
17 of forfeiture, such order will be considered final as to
18 defendant's interests in the property and the forfeiture money
19 judgment as described above.

20 In addition, Defendant agrees to immediately withdraw any
21 claims to any and all properties seized in connection with this
22 case in any pending administrative or civil forfeiture
23 proceedings, and consents to and agrees to not contest the
24 forfeiture of all properties seized in connection with this case.
25 Defendant agrees to execute any and all documents requested by the
26 Government to facilitate or complete the forfeiture process(es).
27 Defendant further agrees not to contest or to assist any other
28 person or entity in contesting the forfeiture of any properties

1 seized in connection with this case in the forfeiture proceedings
2 ancillary to this criminal case, and in any related administrative
3 and civil forfeiture proceeding.

4 Defendant further agrees to use his best efforts to pay the
5 forfeiture money judgment forthwith. Defendant shall provide the
6 United States with a full and complete financial disclosure
7 statement under penalty of perjury within 10 days of executing the
8 plea agreement. The financial statement shall disclose to the
9 United States all of assets and financial interests valued at more
10 than \$1,000. Defendant understands that these assets and
11 financial interests include all assets and financial interests in
12 which defendant has an interest, direct or indirect, whether held
13 in defendant's name or in the name of another, in any property,
14 real or personal. Defendant shall also identify all assets valued
15 at more than \$1,000 which Defendant has transferred to third
16 parties or diverted from itself directly to third parties, since
17 September 1, 2017, including the location of the assets and the
18 identity of any third party. Interest shall accrue on the
19 judgment from the date of entry of the Order of Forfeiture and
20 shall accrue thereon in accordance with 18 U.S.C. § 3612(f) and 28
21 U.S.C. § 1961. The Defendant agrees that the United States may
22 take any and all actions available to it to collect the full
23 amount of the judgment, including, but not limited to immediate
24 enforcement of the judgment against substitute assets as provided
25 in Title 21, U.S.C. §853(p).

26 Defendant agrees that the criminal forfeiture money judgment
27 imposed by the Court will be (i) subject to immediate enforcement,
28 and (ii) submitted to the Treasury Offset Program so that any

1 federal payment or transfer of returned property the Defendant
2 receives may be offset and applied to the outstanding balance on
3 the forfeiture judgment. Defendant waives all notices with
4 respect to the Treasury Offset Program and waives all rights to
5 contest any and all offsets. Defendant waives all demand for
6 payment of the forfeiture judgment and waives all notices for
7 substitution of property to collect the full amount of the
8 judgment.

9 5. Entry of Orders of Forfeiture and Waiver of Notice

10 Defendant consents and agrees to the entry of orders of
11 forfeiture for all properties and waives the requirements of
12 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
13 notice of the forfeiture in the charging instrument, announcement
14 of the forfeiture at sentencing, and incorporation of the
15 forfeiture in the judgment. Defendant acknowledges that defendant
16 understands that the forfeiture of assets is part of the sentence
17 that may be imposed in this case and waives any failure by the
18 Court to advise defendant of this, pursuant to Rule 11(b)(1)(J),
19 at the time the Court accepts the guilty pleas.

20 6. Waiver of Constitutional and Statutory Challenges

21 Defendant further agrees to waive all constitutional and
22 statutory challenges in any manner (including direct appeal,
23 habeas corpus, or any other means) to any forfeiture carried out
24 in accordance with this agreement on any grounds, including that
25 the forfeiture constitutes an excessive fine or punishment.
26 Defendant agrees to take all steps as requested by the United
27 States to pass clear title to forfeitable assets to the United
28

1 States, and to testify truthfully in any judicial forfeiture
2 proceeding.

3 7. Agreement Survives Defendant; No Forfeiture Abatement

4 Defendant agrees that the forfeiture provisions of this plea
5 agreement are intended to, and will, survive defendant,
6 notwithstanding the abatement of any underlying criminal
7 conviction after the execution of this agreement. The
8 forfeitability of any particular property pursuant to this
9 agreement shall be determined as if defendant had survived, and
10 that determination shall be binding upon defendant's heirs,
11 successors and assigns until the agreed forfeiture, including any
12 agreed money judgment amount, is collected in full.

13 **B. RESTITUTION**

14 1. The crimes set forth in Counts 1-2 to which Defendant is
15 pleading guilty require an order from the Court pursuant to 18
16 U.S.C. § 3663A that Defendant make mandatory restitution to the
17 victims of the offenses of conviction or the estates of the
18 victims.

19 2. The amount of restitution ordered by the Court shall
20 include restitution to any person directly harmed by the
21 Defendant's criminal conduct in the course of the scheme,
22 conspiracy, or pattern. The Court shall also order restitution to
23 persons other than the victims of the offenses of conviction.
24 Restitution shall include losses arising from counts dismissed and
25 charges not prosecuted as well as all relevant conduct in
26 connection with those counts and charges.

27 3. The parties estimate the amount of restitution will be
28 at least \$48,719,156.38. Defendant understands that this is only

1 an estimate based on currently available information. The
2 Government will recommend restitution of at least \$48,357,608.68,
3 but the amount and restitution may be higher depending on
4 information at sentencing. The Court may impose restitution of
5 any amount. Defendant agrees that a restitution award in an
6 unanticipated amount is not grounds to withdraw Defendant's guilty
7 plea. Defendant also agrees that nothing in this plea agreement
8 or financial addendum limits the Government's duty to provide
9 complete and accurate facts to the district court and to the U.S.
10 Probation Office to calculate restitution.

11 4. Defendant agrees that notwithstanding any court order,
12 the restitution is due and payable in full and delinquent until
13 paid in full. Any payment schedule imposed by the Court
14 establishes only a minimum obligation. Any payment schedule does
15 not foreclose the United States from exercising all legal actions,
16 remedies, and process available to collect the restitution
17 judgment, including but not limited to remedies pursuant to 18
18 U.S.C. §§ 3613 and 3664(m)(1)(A). Defendant will make a good
19 faith effort to pay any restitution. Defendant waives all demands
20 for payment. Defendant further agrees that the restitution
21 judgment may be executed against property wherever it is held and
22 Defendant waives all rights to contest the enforcement of the
23 judgment against any and all property owned by defendant or in
24 which he has an interest.

25 5. Restitution shall be paid through the Office of the
26 Clerk of the District Court by bank or cashier's check or money
27 order referencing the criminal case number and made payable to the
28 "Clerk, United States District Court."

1 6. Based on currently available information, restitution
2 shall be paid to or on behalf of the following victim(s): see
3 Attachment A (filed under seal).

4 7. The United States may run credit and other financial
5 reports on Defendant using public and non-public databases and
6 share such information with the Court and the U.S. Probation
7 Office. Defendant also authorizes the Internal Revenue Service to
8 transmit to the United States Attorney's Office copies of his tax
9 returns until restitution is paid in full and will promptly
10 execute any documents necessary to carry out this authorization.
11 Until restitution is paid in full, Defendant agrees to authorize
12 the release of all financial information requested by the United
13 States, including but not limited to tax information, bank account
14 records, credit history, and social security information.
15 Defendant waives notice of any subpoena issued by the United
16 States and deemed by the United States to be relevant to conduct a
17 full financial investigation.

18 8. Not later than 30 days after execution of the plea
19 agreement, Defendant shall complete and provide to the United
20 States, under penalty of perjury, a financial disclosure form
21 listing all Defendant's current and projected assets and financial
22 interests valued at more than \$1,000. These include all assets and
23 financial interests in which Defendant has an interest (or had an
24 interest prior to December 9, 2024), direct or indirect, whether
25 held in Defendant's name or in the name of another, in any
26 property, real or personal, including marital and community
27 property. Defendant shall also identify all assets valued at more
28 than \$1,000 which have been transferred to any third party since

1 December 9, 2024, including the location of the assets, the
2 identity of the third party or parties, and the amount of
3 consideration received by the Defendant for the transferred
4 assets. Defendant agrees to continue to provide updated and
5 current financial information sworn under the penalty of perjury
6 as requested by the United States until such time as the judgment
7 debt including any and all interest is paid in full. Defendant
8 agrees to provide supporting documents for the financial
9 statements, including but not limited to state and federal income
10 tax returns, bank and brokerage statements of accounts, and real
11 property records.

12 9. From the date this plea agreement is executed until
13 restitution is paid in full, Defendant shall immediately notify
14 the Asset Recovery Section, United States Attorney's Office, of
15 any interest in property worth more than \$1,000 that Defendant
16 obtains, directly or indirectly, including any interest obtained
17 under any other name or entity, including a trust, partnership or
18 corporation. The parties will jointly recommend that this
19 requirement also be imposed as a condition of supervised release.

20 10. Defendant shall notify the Asset Recovery Section,
21 United States Attorney's Office, at least 30 days before Defendant
22 transfers any interest in property owned directly or indirectly by
23 Defendant worth over \$1,000, including any interest held or owned
24 under any other name or entity, including trusts, partnerships, or
25 corporations. The parties will jointly recommend that this
26 requirement also be imposed as a condition of supervised release.

27 11. From the date this addendum is executed until the
28 restitution and forfeiture judgments are paid in full Defendant

1 shall immediately notify the Asset Recovery Section, United States
2 Attorney's Office, of any material change in Defendant's financial
3 condition.

4 12. Defendant agrees that the restitution, fine, and any
5 other monetary penalty imposed by the Court, will be entered into
6 the Treasury Offset Program (TOP) so that any federal payment or
7 transfer of returned property to Defendant will be offset and
8 applied to pay the unpaid judgment amount. Defendant waives the
9 administrative requirements of the Treasury Offset Program,
10 including the requirement that the debt be delinquent or past due.
11 Defendant waives all TOP notices, including notices of referral
12 and entry into the TOP and of TOP offsets. Defendant waives all
13 rights to contest the TOP offsets. Defendant acknowledges that
14 all judgment debts remain past due until paid in full and
15 therefore, agrees that his debt will remain in the TOP until paid
16 in full.

17 13. Defendant consents to the immediate recording of
18 judgment liens as the United States deems appropriate as to all
19 financial penalties imposed by the Court.

20 **C. FINE**

21 The parties are jointly recommending that the Court not
22 impose a fine. Defendant agrees and understands that the Court
23 can impose a fine regardless of any agreement between the parties.
24 If the Court imposes a fine the following terms and conditions
25 shall apply.

26 1. The parties agree that notwithstanding any Court imposed
27 schedule for payment of a fine, the total amount of the fine shall
28 be due immediately and shall be deemed to be payable forthwith.

1 Any payment schedule for a fine imposed by the Court establishes
2 only a minimum obligation. Regardless of Defendant's compliance,
3 any payment schedule does not foreclose the United States from
4 exercising all legal actions, remedies, and process available to
5 collect the fine, including but not limited to remedies pursuant
6 to 18 U.S.C. § 3613.

7 **D. ADDITIONAL TERMS**

8 1. Defendant agrees to waive all constitutional and
9 statutory challenges (including direct appeal, habeas corpus, or
10 any other means) to any forfeiture money judgment and any other
11 forfeiture carried out, any restitution order up to
12 \$48,357,608.68, and any fine ordered by the Court, including any
13 claim that the forfeiture, restitution, or fine constitutes an
14 excessive fine or punishment under the United States Constitution.

15 2. The United States may run credit and other financial
16 reports on Defendant using public and non-public databases and
17 share such information with the Court and the U.S. Probation
18 Office. Defendant also authorizes the Internal Revenue Service to
19 transmit to the United States Attorney's Office copies of
20 Defendant's tax returns until the fine and restitution are paid in
21 full and forfeiture proceedings are completed, and Defendant will
22 promptly execute any documents necessary to carry out this
23 authorization.

24 3. Not later than 30 days after execution of the plea
25 agreement, Defendant shall complete and provide to the United
26 States, under penalty of perjury, a financial disclosure form
27 listing all Defendant's current and projected assets and financial
28 interests valued at more than \$1,000. These include all assets and

1 financial interests in which Defendant has an interest (or had an
2 interest prior to December 9, 2024), direct or indirect, whether
3 held in Defendant's name or in the name of another, in any
4 property, real or personal, including marital and community
5 property. Defendant shall also identify all assets valued at more
6 than \$1,000 which have been transferred to any third party since
7 December 9, 2024, including the location of the assets, the
8 identity of the third party or parties, and the amount of
9 consideration received by the Defendant for the transferred
10 assets. Defendant will provide complete, updated financial
11 information promptly upon request.

12 4. From the date this plea agreement is executed until the
13 fine, and restitution are paid in full, Defendant shall notify the
14 Asset Recovery Section, United States Attorney's Office, of (i)
15 any interest in property worth more than \$1,000 that Defendant
16 obtains, directly or indirectly, and (ii) at least 30 days before
17 Defendant transfers any interest in property owned directly or
18 indirectly by Defendant worth over \$1,000. This obligation covers
19 any interest in property obtained under any other name or entity,
20 including a trust, partnership or corporation. The parties will
21 jointly recommend that this requirement also be imposed as a
22 condition of supervised release.

23 5. Defendant shall immediately notify the Asset Recovery
24 Section of the United States Attorney's Office of any material
25 change in Defendant's financial condition.

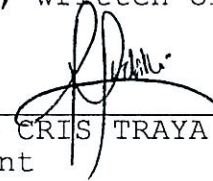
26 6. Defendant will make a good faith effort to pay all
27 forfeiture, restitution and fines ordered by the Court.
28 Regardless of Defendant's compliance with any payment schedule

1 established by the Court, any payment schedule does not limit the
2 United States' ability to collect additional amounts from
3 Defendant through all available collection remedies at any time.
4 Defendant waives all demands for payment of the restitution and
5 fine. Defendant agrees to the entry of the restitution and fine
6 into the Treasury Offset Program ("TOP") and waives all notices of
7 TOP and offsets, and waives all rights to contest TOP offsets.

8 7. The fine and restitution shall be paid through the
9 Office of the Clerk of the District Court by bank or cashier's
10 check or money order referencing the criminal case number and made
11 payable to the "Clerk, United States District Court." The
12 forfeiture money judgment shall be paid by bank or cashier's check
13 payable to the United States Marshal Service referencing the
14 criminal case number and Defendant's name and delivered to the
15 United States Attorney's office.

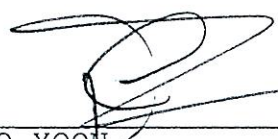
16 Defendant understands that the main plea agreement and this
17 financial addendum embody the entire plea agreement between the
18 parties and supersedes any other agreement, written or oral.

19
20 4/16/26
Date



MICHAEL CRIS TRAYA SORDILLA
Defendant

21 Acknowledgment by Counsel:

22
23 4/16/26
Date


ANTONIO YOON
Defense Counsel

24
25
26 April 17, 2026
Date


OLEKSANDRA JOHNSON
Assistant U.S. Attorney

23
United States v. Michael Cris Traya Sordilla, 24-cr-2712-JLS
Attachment A to Financial Addendum

	Victim	Total
1		\$ 703.00
2		\$ 1,465.00
3		\$ 345.00
4		\$ 5,000.00
5		\$ 1,020.00
6		\$ 750.00
7		\$ 10,800.00
8		\$ 35,743.00
9		\$ 595.00
10		\$ 17,200.00
11		\$ 500.00
12		\$ 400.00
13		\$ 100.00
14		\$ 800.00
15		\$ 100,000.00
16		\$ 175.00
17		\$ 980.00
18		\$ 1,000.00
19		\$ 8,999.00
20		\$ 4,801.00
21		\$ 675.00
22		\$ 150.00
23		\$ 19,010.00
24		\$ 670.00
25		\$ 41,200.00
26		\$ 4,500.00
27		\$ 43,550.00
28		\$ 800.00
29		\$ 88.00
30		\$ 9,796.00
31		\$ 900.00
32		\$ 200.00
33		\$ 350.00
34		\$ 14,300.00
35		\$ 300.00
36		\$ 114,820.00
37		\$ 5,500.00
38		\$ 8,318.00
39		\$ 66,404.80

	Victim	Total
40		\$ 15,000.00
41		\$ 790.00
42		\$ 11,646.00
43		\$ 200.00
44		\$ 500.00
45		\$ 2,290.00
46		\$ 40,000.00
47		\$ 2,150.00
48		\$ 1,000.00
49		\$ 183.00
50		\$ 500.00
51		\$ 400.00
52		\$ 800.00
53		\$ 9,800.00
54		\$ 270.00
55		\$ 3,000.00
56		\$ 1,973.00
57		\$ 239,305.00
58		\$ 3,498.00
59		\$ 5,001.00
60		\$ 135,183.60
61		\$ 5,600.00
62		\$ 697.00
63		\$ 100,000.00
64		\$ 39,600.00
65		\$ 88,000.00
66		\$ 183.48
67		\$ 1,850.00
68		\$ 26,897.00
69		\$ 150.00
70		\$ 166,000.00
71		\$ 5,000.00
72		\$ 8,800.00
73		\$ 925.00
74		\$ 650.00
75		\$ 39,650.00
76		\$ 170,700.00
77		\$ 8,988.00
78		\$ 694,447.00

	Victim	Total
79		\$ 3,200.00
80		\$ 868.00
81		\$ 200.00
82		\$ 735.00
83		\$ 73,804.00
84		\$ 2,000.00
85		\$ 20,750.00
86		\$ 150.00
87		\$ 800.00
88		\$ 275.00
89		\$ 1,098.00
90		\$ 1,000.00
91		\$ 21,000.00
92		\$ 699.00
93		\$ 321,550.00
94		\$ 349.00
95		\$ 53,125.00
96		\$ 61,975.00
97		\$ 62,100.00
98		\$ 56,500.00
99		\$ 300.00
100		\$ 340.00
101		\$ 1,450.00
102		\$ 7,865.00
103		\$ 1,500.00
104		\$ 500.00
105		\$ 350.00
106		\$ 250.00
107		\$ 2,300.00
108		\$ 8,801.00
109		\$ 7,315.00
110		\$ 3,903.87
111		\$ 867.66
112		\$ 200.00
113		\$ 96,000.00
114		\$ 30,007.00
115		\$ 7,660.00
116		\$ 18,000.00
117		\$ 795.00

	Victim	Total
118		\$ 2,500.00
119		\$ 150.00
120		\$ 130.00
121		\$ 169.00
122		\$ 3,200.00
123		\$ 150.00
124		\$ 15,151.00
125		\$ 14,980.00
126		\$ 3,500.00
127		\$ 300.00
128		\$ 133,450.00
129		\$ 29,026.60
130		\$ 950.00
131		\$ 5,699.00
132		\$ 22,928.84
133		\$ 700.00
134		\$ 4,250.33
135		\$ 699.00
136		\$ 7,199.00
137		\$ 152,200.00
138		\$ 150.00
139		\$ 237,800.00
140		\$ 1,000.00
141		\$ 90,200.00
142		\$ 2,295.00
143		\$ 6,046.00
144		\$ 1,180.00
145		\$ 1,500.00
146		\$ 243,411.00
147		\$ 7,349.99
148		\$ 150.00
149		\$ 250.00
150		\$ 59,000.00
151		\$ 70,606.00
152		\$ 699.00
153		\$ 280.00
154		\$ 900.00
155		\$ 798.00
156		\$ 2,400.00

	Victim	Total
157		\$ 174.66
158		\$ 208,000.00
159		\$ 2,000.00
160		\$ 9,500.00
161		\$ 1,408,000.00
162		\$ 6,000.00
163		\$ 23,000.00
164		\$ 1,270.00
165		\$ 139,500.00
166		\$ 3,000.00
167		\$ 2,448.00
168		\$ 4,000.00
169		\$ 700.00
170		\$ 100.00
171		\$ 29,950.00
172		\$ 3,700.00
173		\$ 5,160.00
174		\$ 2,000.00
175		\$ 5,000.00
176		\$ 4,014.78
177		\$ 215.00
178		\$ 5,510.00
179		\$ 3,500.00
180		\$ 150.00
181		\$ 95,750.00
182		\$ 700.00
183		\$ 5,000.00
184		\$ 121,300.00
185		\$ 29,483.00
186		\$ 3,500.00
187		\$ 2,100.00
188		\$ 900.00
189		\$ 25,000.00
190		\$ 4,000.00
191		\$ 950.00
192		\$ 500.00
193		\$ 549.00
194		\$ 5,500.00
195		\$ 11,000.00

	Victim	Total
196		\$ 2,236.00
197		\$ 3,382.00
198		\$ 12,020.00
199		\$ 3,040.00
200		\$ 630.00
201		\$ 8,200.00
202		\$ 73,988.00
203		\$ 11,000.00
204		\$ 471,140.00
205		\$ 7,093.08
206		\$ 3,517.30
207		\$ 400.00
208		\$ 63,600.00
209		\$ 5,000.00
210		\$ 2,767.60
211		\$ 100.00
212		\$ 13,200.00
213		\$ 500.00
214		\$ 5,893.33
215		\$ 208,528.00
216		\$ 600.00
217		\$ 800.00
218		\$ 2,700.00
219		\$ 12,500.00
220		\$ 21,520.00
221		\$ 3,000.00
222		\$ 230,901.00
223		\$ 200.00
224		\$ 6,150.00
225		\$ 8,350.00
226		\$ 70,400.00
227		\$ 300,640.00
228		\$ 4,000.00
229		\$ 498.00
230		\$ 63,000.00
231		\$ 350.00
232		\$ 112,500.00
233		\$ 200.00
234		\$ 5,500.00

	Victim	Total
235		\$ 350.00
236		\$ 160.00
237		\$ 2,940.00
238		\$ 800.00
239		\$ 750.00
240		\$ 1,300.00
241		\$ 6,999.00
242		\$ 150.00
243		\$ 3,592.44
244		\$ 857.00
245		\$ 100.00
246		\$ 950.00
247		\$ 700.00
248		\$ 300.00
249		\$ 699.00
250		\$ 2,300.00
251		\$ 2,899.33
252		\$ 649,469.00
253		\$ 284,367.50
254		\$ 2,000.00
255		\$ 3,900.00
256		\$ 2,000.00
257		\$ 200.00
258		\$ 100,800.00
259		\$ 41,475.00
260		\$ 100.00
261		\$ 1,900.00
262		\$ 674.00
263		\$ 5,219.05
264		\$ 1,103.55
265		\$ 45,000.00
266		\$ 46,802.00
267		\$ 4,000.00
268		\$ 31,000.00
269		\$ 9,602.00
270		\$ 560.00
271		\$ 38,986.65
272		\$ 1,000.00
273		\$ 1,000.00

	Victim	Total
274		\$ 21,300.00
275		\$ 16,564.00
276		\$ 58,000.00
277		\$ 28,800.00
278		\$ 150.00
279		\$ 2,500.00
280		\$ 155,963.69
281		\$ 117.92
282		\$ 40,000.00
283		\$ 271.18
284		\$ 72,956.00
285		\$ 20,000.00
286		\$ 700.00
287		\$ 377.00
288		\$ 150.00
289		\$ 642.00
290		\$ 660,800.00
291		\$ 200.00
292		\$ 73,960.00
293		\$ 16,000.00
294		\$ 1,414.72
295		\$ 700.00
296		\$ 8,000.00
297		\$ 200.00
298		\$ 141.60
299		\$ 94,324.64
300		\$ 146,492.00
301		\$ 1,082.00
302		\$ 74,500.00
303		\$ 200.00
304		\$ 262,300.00
305		\$ 2,150.00
306		\$ 150.00
307		\$ 83,000.00
308		\$ 86,050.00
309		\$ 3,300.00
310		\$ 28,194.00
311		\$ 1,119,714.00
312		\$ 1,460.00

	Victim	Total
313		\$ 12,000.00
314		\$ 8,000.00
315		\$ 24,187.00
316		\$ 10,000.00
317		\$ 1,000.00
318		\$ 200.00
319		\$ 833.00
320		\$ 146,000.00
321		\$ 40,000.00
322		\$ 250.00
323		\$ 1,418.00
324		\$ 149.00
325		\$ 700.00
326		\$ 800.00
327		\$ 7,488.00
328		\$ 322,600.00
329		\$ 150.00
330		\$ 80,408.53
331		\$ 22,796.00
332		\$ 278,025.00
333		\$ 450.00
334		\$ 1,500.00
335		\$ 1,500.00
336		\$ 200.00
337		\$ 723.58
338		\$ 2,000.00
339		\$ 41,040.00
340		\$ 22,500.00
341		\$ 36,500.00
342		\$ 433.02
343		\$ 5,200.00
344		\$ 4,597.00
345		\$ 20,000.00
346		\$ 600.00
347		\$ 135,302.00
348		\$ 750.00
349		\$ 896.58
350		\$ 4,000.00
351		\$ 2,000.00

	Victim	Total
352		\$ 28,350.00
353		\$ 600.00
354		\$ 100,000.00
355		\$ 28,694.00
356		\$ 19,750.00
357		\$ 29,752.00
358		\$ 2,960.00
359		\$ 40,000.00
360		\$ 800.00
361		\$ 800.00
362		\$ 237,470.00
363		\$ 3,200.00
364		\$ 84,149.00
365		\$ 20,000.00
366		\$ 3,679.00
367		\$ 425.00
368		\$ 700.00
369		\$ 7,200.00
370		\$ 20,000.00
371		\$ 2,000.00
372		\$ 30,250.00
373		\$ 250.00
374		\$ 4,366.00
375		\$ 4,000.00
376		\$ 900.00
377		\$ 3,300.00
378		\$ 8,020.00
379		\$ 10,150.00
380		\$ 3,600.00
381		\$ 55,477.00
382		\$ 150.00
383		\$ 15,000.00
384		\$ 6,199.20
385		\$ 4,500.00
386		\$ 14,000.00
387		\$ 4,002.00
388		\$ 200.00
389		\$ 1,577.43
390		\$ 2,405.00

	Victim	Total
391		\$ 150.00
392		\$ 6,000.00
393		\$ 16,300.00
394		\$ 145,000.00
395		\$ 200.00
396		\$ 1,200.00
397		\$ 17,136.00
398		\$ 2,697.00
399		\$ 50,800.00
400		\$ 4,200.00
401		\$ 1,000.00
402		\$ 148,410.00
403		\$ 1,200.00
404		\$ 40,000.00
405		\$ 9,796.00
406		\$ 7,599.00
407		\$ 12,989.00
408		\$ 85.95
409		\$ 12,000.00
410		\$ 1,000.00
411		\$ 10,000.00
412		\$ 15,000.00
413		\$ 150.00
414		\$ 2,210.00
415		\$ 600.00
416		\$ 19,055.00
417		\$ 150.00
418		\$ 5,000.00
419		\$ 899.00
420		\$ 1,200.00
421		\$ 150.00
422		\$ 50,674.98
423		\$ 4,550.00
424		\$ 350.00
425		\$ 54,500.00
426		\$ 800.00
427		\$ 689.00
428		\$ 400.00
429		\$ 859.00

	Victim	Total
430		\$ 200.00
431		\$ 8,002.00
432		\$ 5,699.00
433		\$ 12,186.75
434		\$ 10,300.00
435		\$ 1,000.00
436		\$ 975.00
437		\$ 348.00
438		\$ 990.00
439		\$ 800.00
440		\$ 200.00
441		\$ 100,000.00
442		\$ 25,000.00
443		\$ 4,000.00
444		\$ 2,000.00
445		\$ 16,000.00
446		\$ 2,650.00
447		\$ 2,000.00
448		\$ 85,702.00
449		\$ 8,400.00
450		\$ 303,123.00
451		\$ 1,000.00
452		\$ 150.00
453		\$ 26,000.00
454		\$ 1,050.00
455		\$ 1,100.00
456		\$ 65,100.00
457		\$ 6,200.00
458		\$ 26,885.38
459		\$ 25,800.00
460		\$ 1,000.00
461		\$ 44,106.25
462		\$ 300.00
463		\$ 261,500.00
464		\$ 680.00
465		\$ 523.00
466		\$ 1,000.00
467		\$ 56,828.08
468		\$ 500.00

	Victim	Total
469		\$ 275.00
470		\$ 350.34
471		\$ 614,200.00
472		\$ 150.00
473		\$ 4,644.65
474		\$ 15,000.00
475		\$ 133,178.00
476		\$ 2,000.00
477		\$ 24,900.00
478		\$ 150.00
479		\$ 1,050.00
480		\$ 31,000.00
481		\$ 75,000.00
482		\$ 150.00
483		\$ 89,003.00
484		\$ 2,315.14
485		\$ 840.00
486		\$ 76,580.00
487		\$ 989.00
488		\$ 1,500.00
489		\$ 50,010.00
490		\$ 66,068.00
491		\$ 2,250.00
492		\$ 1,547,979.85
493		\$ 699.00
494		\$ 949.00
495		\$ 44,090.61
496		\$ 2,500.00
497		\$ 8,880.00
498		\$ 519.00
499		\$ 350.00
500		\$ 698.00
501		\$ 300.00
502		\$ 39,398.00
503		\$ 8,000.00
504		\$ 38,000.00
505		\$ 3,500.00
506		\$ 1,500.00
507		\$ 150.00

	Victim	Total
508		\$ 150.00
509		\$ 701.00
510		\$ 899.00
511		\$ 21,000.00
512		\$ 764.00
513		\$ 7,800.00
514		\$ 23,100.00
515		\$ 466.00
516		\$ 1,982.00
517		\$ 1,000.00
518		\$ 4,000.00
519		\$ 800.00
520		\$ 74,600.00
521		\$ 7,436.00
522		\$ 780.00
523		\$ 954.00
524		\$ 800.00
525		\$ 8,498.00
526		\$ 7,264.92
527		\$ 60,000.00
528		\$ 5,600.00
529		\$ 63,805.00
530		\$ 800.00
531		\$ 10,000.00
532		\$ 99.00
533		\$ 901.00
534		\$ 973.00
535		\$ 378.00
536		\$ 3,000.00
537		\$ 35,000.00
538		\$ 30,500.00
539		\$ 850.00
540		\$ 10.00
541		\$ 15,500.00
542		\$ 4,000.00
543		\$ 3,500.00
544		\$ 500.00
545		\$ 5,700.00
546		\$ 1,499.00

	Victim	Total
547		\$ 1,350.00
548		\$ 10,000.00
549		\$ 1,000.00
550		\$ 2,088.00
551		\$ 100.00
552		\$ 2,970.00
553		\$ 7,700.00
554		\$ 277,275.00
555		\$ 700.00
556		\$ 1,500.00
557		\$ 4,600.00
558		\$ 8,918.88
559		\$ 41,649.91
560		\$ 8,995.20
561		\$ 200.00
562		\$ 5,855.00
563		\$ 9,684.80
564		\$ 50.00
565		\$ 200.00
566		\$ 723.00
567		\$ 67.17
568		\$ 1,346.10
569		\$ 1,000.00
570		\$ 53,859.47
571		\$ 269,670.00
572		\$ 1,320.00
573		\$ 30,900.00
574		\$ 2,800.00
575		\$ 1,500.00
576		\$ 250.00
577		\$ 1,500.00
578		\$ 950.00
579		\$ 2,000.00
580		\$ 64,077.00
581		\$ 15,000.00
582		\$ 799.00
583		\$ 300.00
584		\$ 200.00
585		\$ 5,450.00

	Victim	Total
586		\$ 650.00
587		\$ 1,573.14
588		\$ 2,650.00
589		\$ 150.00
590		\$ 4,750.00
591		\$ 15,000.00
592		\$ 152,649.00
593		\$ 1,000.00
594		\$ 1,000.00
595		\$ 6,500.00
596		\$ 2,815.00
597		\$ 294,085.00
598		\$ 1,678.00
599		\$ 5,000.00
600		\$ 311.07
601		\$ 2,285.00
602		\$ 1,800.00
603		\$ 1,950.00
604		\$ 6,546.20
605		\$ 130.00
606		\$ 4,875.00
607		\$ 9,990.00
608		\$ 150.00
609		\$ 1,994.00
610		\$ 6,325.00
611		\$ 4,898.00
612		\$ 7,100.00
613		\$ 48,000.00
614		\$ 69,725.00
615		\$ 500.00
616		\$ 121,000.00
617		\$ 5,200.00
618		\$ 300.00
619		\$ 200.00
620		\$ 9,800.00
621		\$ 4,421.86
622		\$ 4,382.00
623		\$ 400.00
624		\$ 2,100.00

	Victim	Total
625		\$ 98.00
626		\$ 18,050.00
627		\$ 222,132.90
628		\$ 698.80
629		\$ 35,527.00
630		\$ 300.00
631		\$ 1,685.00
632		\$ 2,000.00
633		\$ 1,000.00
634		\$ 800.00
635		\$ 40,000.00
636		\$ 53,000.00
637		\$ 118,605.25
638		\$ 400.00
639		\$ 7,000.00
640		\$ 689.00
641		\$ 5,000.00
642		\$ 5,500.00
643		\$ 700.00
644		\$ 148.00
645		\$ 150.00
646		\$ 45,648.00
647		\$ 14,065.29
648		\$ 2,000.00
649		\$ 150.00
650		\$ 121,438.00
651		\$ 8,982.00
652		\$ 2,200.00
653		\$ 956.67
654		\$ 2,464.00
655		\$ 10,560.00
656		\$ 974.00
657		\$ 496.48
658		\$ 62,038.72
659		\$ 26,000.00
660		\$ 432,000.00
661		\$ 250,815.00
662		\$ 199.00
663		\$ 9,400.00

	Victim	Total
664		\$ 11,486.03
665		\$ 212,400.00
666		\$ 20,976.00
667		\$ 400.00
668		\$ 18,040.00
669		\$ 700.00
670		\$ 77,940.00
671		\$ 500.00
672		\$ 800.00
673		\$ 250.00
674		\$ 1,244.50
675		\$ 1,000.00
676		\$ 700.00
677		\$ 70,247.05
678		\$ 800.00
679		\$ 950.00
680		\$ 2,996.00
681		\$ 189,906.53
682		\$ 4,000.00
683		\$ 13,500.00
684		\$ 886.00
685		\$ 3,800.00
686		\$ 71,660.00
687		\$ 600.00
688		\$ 9,233.00
689		\$ 500.00
690		\$ 510,495.00
691		\$ 900.00
692		\$ 1,480.00
693		\$ 50.00
694		\$ 699.00
695		\$ 33,000.00
696		\$ 700.00
697		\$ 131,000.00
698		\$ 5,317.06
699		\$ 150.00
700		\$ 46,500.00
701		\$ 219,880.00
702		\$ 150.00

	Victim	Total
703		\$ 5,001.00
704		\$ 14,500.00
705		\$ 1,481.55
706		\$ 850.00
707		\$ 150.00
708		\$ 2,150.00
709		\$ 85,621.00
710		\$ 300.00
711		\$ 560.00
712		\$ 10,786.32
713		\$ 49,000.00
714		\$ 32,500.00
715		\$ 1,500.00
716		\$ 1,200.00
717		\$ 20,000.00
718		\$ 200.00
719		\$ 3,000.00
720		\$ 800.00
721		\$ 79,710.12
722		\$ 2,000.00
723		\$ 156,699.00
724		\$ 35,000.00
725		\$ 20,000.00
726		\$ 3,442.85
727		\$ 43,853.50
728		\$ 9,829.79
729		\$ 827,000.00
730		\$ 153,035.00
731		\$ 103,800.00
732		\$ 2,228.18
733		\$ 700.00
734		\$ 50,086.10
735		\$ 869.00
736		\$ 7,121.16
737		\$ 8,888.00
738		\$ 700.00
739		\$ 29,000.00
740		\$ 2,000.00
741		\$ 122,400.00

	Victim	Total
742		\$ 594.00
743		\$ 290,120.00
744		\$ 1,600.00
745		\$ 3,350.00
746		\$ 2,000.00
747		\$ 66,523.00
748		\$ 51,810.00
749		\$ 1,244.50
750		\$ 234.00
751		\$ 715.15
752		\$ 1,550.00
753		\$ 1,000.00
754		\$ 1,973.00
755		\$ 285.00
756		\$ 200.00
757		\$ 21,803.00
758		\$ 1,186.00
759		\$ 160.00
760		\$ 92,577.00
761		\$ 21,000.00
762		\$ 200.00
763		\$ 592.15
764		\$ 5,000.00
765		\$ 1,400.00
766		\$ 224,003.00
767		\$ 271,059.50
768		\$ 1,450.00
769		\$ 975.00
770		\$ 132,525.00
771		\$ 13,181.00
772		\$ 800.00
773		\$ 6,000.00
774		\$ 8,800.00
775		\$ 47,601.00
776		\$ 490.00
777		\$ 1,300.00
778		\$ 2,939.57
779		\$ 33,000.00
780		\$ 300.00

	Victim	Total
781		\$ 4,000.00
782		\$ 2,924.19
783		\$ 700.00
784		\$ 519.00
785		\$ 250.00
786		\$ 30,155.00
787		\$ 3,326.00
788		\$ 1,000.00
789		\$ 375.00
790		\$ 2,600.63
791		\$ 150.00
792		\$ 975.00
793		\$ 262,547.00
794		\$ 7,400.23
795		\$ 1,300.00
796		\$ 6,000.00
797		\$ 450.00
798		\$ 1,550.00
799		\$ 150.00
800		\$ 54,584.88
801		\$ 31,199.00
802		\$ 1,698.00
803		\$ 900.00
804		\$ 850.00
805		\$ 1,700.00
806		\$ 130,998.98
807		\$ 1,960.00
808		\$ 60,000.00
809		\$ 550.00
810		\$ 347,679.00
811		\$ 170.00
812		\$ 9,890.00
813		\$ 77,500.00
814		\$ 200.00
815		\$ 5,500.00
816		\$ 12,599.00
817		\$ 127.76
818		\$ 5,562.16
819		\$ 16,800.00

	Victim	Total
820		\$ 550.00
821		\$ 1,200.00
822		\$ 440.00
823		\$ 346,951.00
824		\$ 184,622.79
825		\$ 17,500.00
826		\$ 200.00
827		\$ 4,350.00
828		\$ 50.00
829		\$ 69,000.00
830		\$ 301.00
831		\$ 500.00
832		\$ 150.00
833		\$ 15,000.00
834		\$ 69,000.00
835		\$ 124.23
836		\$ 23,500.00
837		\$ 20,000.00
838		\$ 500.00
839		\$ 277,681.00
840		\$ 630.00
841		\$ 1,500.00
842		\$ 11,650.00
843		\$ 56,824.00
844		\$ 810.00
845		\$ 6,650.00
846		\$ 150.00
847		\$ 2,000.00
848		\$ 150.00
849		\$ 150.00
850		\$ 40,200.00
851		\$ 2,025.00
852		\$ 33,885.00
853		\$ 20,000.00
854		\$ 699.00
855		\$ 30,000.00
856		\$ 800.00
857		\$ 36,975.00
858		\$ 12,498.00

	Victim	Total
859		\$ 1,000.00
860		\$ 150.00
861		\$ 4,431.47
862		\$ 29,560.00
863		\$ 7,970.00
864		\$ 2,800.00
865		\$ 30,660.00
866		\$ 6,250.00
867		\$ 39,200.00
868		\$ 26,403.86
869		\$ 17,996.00
870		\$ 7,750.00
871		\$ 11,950.00
872		\$ 26,029.00
873		\$ 51,000.00
874		\$ 95.00
875		\$ 600.00
876		\$ 20,000.00
877		\$ 30,053.99
878		\$ 210,500.00
879		\$ 1,567.66
880		\$ 131,330.00
881		\$ 4,000.00
882		\$ 2,000.00
883		\$ 200.00
884		\$ 808.00
885		\$ 1,500.00
886		\$ 5,577.00
887		\$ 1,000.00
888		\$ 11,417.00
889		\$ 500.00
890		\$ 1,600.00
891		\$ 500.00
892		\$ 2,489.00
893		\$ 17,916,007.60
TOTAL		\$ 48,719,156.38