

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
3-12-13
MAR 12 2013
Judge Charles P. Kocoras
United States District Court

UNITED STATES OF AMERICA)

vs.)

JUN YANG)

No. 13 CR 139

Judge Charles P. Kocoras

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, GARY S. SHAPIRO, and defendant JUN YANG, and his attorney, WILLIAM P. ZIEGELMUELLER, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(C), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charge in This Case

2. The information in this case charges defendant with smuggling goods into the United States, in violation of Title 18, United States Code, Sections 545 and 2.

3. Defendant has read the charge against him contained in the information, and that charge has been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crime with which he has been charged.

Charge to Which Defendant is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information, which charges defendant with smuggling goods into the United States, in violation of Title 18, United States Code, Sections 545 and 2.

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charge contained in the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline §1B1.3: On or about February 10, 2012, in the Northern District of Illinois, Eastern Division and elsewhere, JUN YANG ("YANG") facilitated the sale of imported merchandise, namely, honey with a declared value of \$92,800, knowing¹ that the honey was of Chinese-origin and was imported and brought into the United States contrary to law, namely, as part of a fraudulent practice in violation of Title 18, United States Code, Section 542, in that YANG brokered the sale of two container loads of purported "100% Pure Indian Honey" to Honey Holding I, Ltd. for approximately \$102,400 as part of purchase order 823, knowing that the honey was falsely and fraudulently imported and brought into the United States as a product of India in avoidance of U.S.-imposed

¹ The defendant agrees that deliberate avoidance of the truth amounts to knowledge under the law and this plea agreement.

antidumping duties, thereby causing losses to the United States of approximately \$97,625, in violation of Title 18, United States Code, Sections 545 and 2.

Fraudulent Practice to Import Chinese Honey into the United States

More specifically, Honey Holding I, Ltd., d/b/a Honey Solutions, was a large industrial honey supplier and packer in the United States, with its principal place of business in Baytown, Texas.

“Honey Packer 1” was another large industrial and retail honey supplier and packer in the United States.

National Honey, Inc., which did business as National Commodities Company, was a Houston, Texas-based commodities trading company that brokered the sale of a variety of aquacultural and agricultural products to United States customers, including honey to Honey Holding and Honey Packer 1. YANG operated and controlled National Commodities and served as National Commodities’ principal point of contact for brokering the sale of honey between overseas honey suppliers and United States customers.

Between about 2009 and 2012, YANG, as part of a fraudulent practice to enter and introduce and cause others to enter and introduce and attempt to enter and introduce transshipped Chinese-origin honey into the commerce of the United States in avoidance of U.S.-imposed antidumping duties, sold to Honey Holding and Honey Packer 1, 778 container loads of honey valued at approximately \$22,864,153, even though YANG knew that the honey was falsely and fraudulently imported,

entered, marketed, and sold as purely non-Chinese honey, including as honey from Malaysia and India, which fraudulent practice caused losses to the United States of as much as \$37,991,375 and consisted of 167 CBP entries comprised of the following:

- 158 entries of honey declared as Malaysian-origin, with a declared value of approximately \$21,753,337 and a loss of antidumping duties of as much as \$36,771,055; and
- 9 entries of honey declared as Indian-origin, with a declared value of approximately \$1,110,816 and a loss of antidumping duties of as much as \$1,220,320.

As part of the fraudulent practice, YANG ordered honey from Chinese honey suppliers, including "Chinese Transshipper A," knowing that the Chinese honey suppliers would send Chinese-origin honey to countries of intermediate destination, including Malaysia and India, where the honey was mislabeled as to country of origin before the honey passed through a United States customhouse as non-Chinese-origin honey. YANG and National Commodities also (a) caused the formation of at least three companies, including CCM Foods, Inc.; Kota Imports, Inc.; and Madu Jaya Inc.; and used at least one other company, Wintex Group, Inc. (collectively the "companies"), to import and enter honey supplied by Chinese Transshipper A knowing that all or some of the honey was Chinese in origin; (b) benefitted from the companies filing CBP entry forms 3461 and 7501 that falsely and fraudulently declared all the honey as originating from Malaysia and India; (c) purchased honey imported by the companies despite knowing that some or all the

honey was Chinese in origin, but declared at the time of importation and entry as entirely originating from Malaysia and India; and (d) wire transferred funds to the companies as payment for the purchase of honey that fraudulently entered the United States.

YANG obtained and circulated and caused others to obtain and circulate, false and fraudulent bills of lading, invoices, packing lists, country of origin certificates, and other papers, which YANG knew to be false and fraudulent and which records were used to declare Chinese-origin honey as having originated from Malaysia and India. YANG procured and maintained a presentation about Malaysian honey production outputs from a person in Malaysia and sought to obtain and maintain a similar Indian-specific presentation from another person in India, and did so to mislead customers and law enforcement officials (including CBP), as necessary, as to his purported due diligence efforts to avoid importing and selling transshipped Chinese-origin honey, when, in fact, YANG did not conduct due diligence as to the honey's true origin.

YANG and others caused transportation companies to deliver to Honey Holding and Honey Packer 1, 778 container loads of honey purporting to be from Malaysia and India, when YANG knew that all or some of the honey was actually of Chinese origin and was falsely and fraudulently declared at the time of importation and entry as originating from Malaysia and India. YANG communicated by email and telephone with others, including in the Northern

District of Illinois, in furtherance of selling and facilitating transshipped Chinese-origin honey entering into the stream of commerce of the United States.

YANG admits that he caused losses to the United States of as much as \$37,991,375 as a result of his fraudulent practice.

Count of Conviction

As specifically charged in the information, on or about February 10, 2012, in the Northern District of Illinois, Eastern Division and elsewhere, JUN YANG facilitated the sale of imported merchandise, namely, honey with a declared value of \$92,800, knowing that the honey was of Chinese-origin and was imported and brought into the United States contrary to law, namely, as part of a fraudulent practice in violation of Title 18, United States Code, Section 542, by sending an email to an undercover law enforcement agent in the Northern District of Illinois in which YANG attached a fully executed purchase order 823 to sell two container loads of purported "100% Pure Indian Honey" to Honey Holding for approximately \$102,400 knowing that the honey was falsely and fraudulently imported and brought into the United States as a product of India in avoidance of U.S.-imposed antidumping duties, thereby causing losses to the United States of approximately \$97,625.

Attempt to Obstruct and Impede the Administration of Justice

In addition, purported Vietnamese honey from purchase order 812 that YANG sold to Honey Holding tested positive for the presence of Chloramphenicol,

an antibiotic not allowed in honey (hereinafter, "unfavorable test results"). Unbeknownst to YANG, the person with whom he was dealing at Honey Holding regarding the adulterated honey was an undercover law enforcement agent. After learning of the unfavorable test results, YANG obtained new test results that purported to show that the honey was not adulterated. Upon receiving the clean test results, YANG instructed the undercover agent to destroy the unfavorable test results that showed the honey from purchase order 812 to be adulterated with Chloramphenicol. Specifically, on February 27, 2012, YANG instructed the undercover agent to destroy the unfavorable test results.

Several months later, on May 23, 2012, YANG met with the undercover agent in Chicago, Illinois. During their meeting, the undercover agent showed YANG copies of the unfavorable test results that were the subject of purchase order 812. YANG offered to destroy the unfavorable test results for the undercover agent and YANG also told the undercover agent that he did not have any copies of the unfavorable test results because he had already shredded his copies. YANG then took the undercover agent's copies of the unfavorable test results and left the meeting with the reports in order that law enforcement officials would not find them in Honey Holding's files.

As such, on or about May 23, 2012, in the Northern District of Illinois, Eastern Division and elsewhere, YANG, in relation or contemplation of an investigation and proper administration of matters by CBP and the United States

Food and Drug Administration (FDA), and with the intent to impede, obstruct, and influence such investigations and matters, knowingly concealed and covered up a record and document, namely, three laboratory reports showing the presence of an antibiotic not authorized in food, namely, Chloramphenicol, in three containers of honey sold by YANG to Honey Holding.

The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crimes and related conduct.

Maximum Statutory Penalties

7. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than five years.

b. Defendant further understands that the Court must order restitution to the victim of the offense in an amount determined by the Court.

c. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in

addition to any other penalty or restitution imposed.

Sentencing Guidelines Calculations

8. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2012 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level for the charge in the information is 28 pursuant to Guidelines §§ 2T3.1(a)(1) and 2T4.1(L) because the loss in antidumping duties, that is, as much as \$37,991,375, exceeded \$20 million but was less than \$50 million.

ii. Pursuant to Guideline §2T1.1(b)(2), defendant's offense level is increased by 2 levels because defendant's offense conduct involved sophisticated means.

iii. Pursuant to Guideline §3C1.1, defendant's offense level is increased by 2 levels because defendant attempted to obstruct and impede the administration of justice by knowingly concealing and covering up the unfavorable test results associated with honey from purchase order 812, which YANG sold to Honey Holding.

iv. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline §3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

v. In accord with Guideline §3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline §3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining

defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. Anticipated Advisory Sentencing Guidelines Range.

Therefore, based on the facts now known to the government, the anticipated offense level is 29, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory Sentencing Guidelines range of 87 to 108 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above Guideline calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional Guideline provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this Agreement is not governed by Fed.R.Crim.P. 11(c)(1)(B), and that errors in applying or interpreting any of the Sentencing Guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the Guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Cooperation

10. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil or administrative proceeding if requested to do so by a representative of the United States Attorney's Office for the Northern District of Illinois. Defendant agrees to the postponement of his sentencing until after the conclusion of his cooperation.

Agreements Relating to Sentencing

11. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation. If the government

determines that defendant has continued to provide full and truthful cooperation as required by this Agreement, then the government shall move the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), for a downward sentencing variance from the low end of the applicable Guideline range, and shall recommend a sentence that includes a term of imprisonment in the custody of the Bureau of Prisons of 85 percent of the low end of the applicable Guideline range. Defendant shall be free to recommend any sentence. Defendant understands that the decision to depart from the applicable guidelines range rests solely with the Court. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

12. If the government does not move the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), for a downward sentencing variance, as set forth above, the preceding paragraph of this Agreement will be inoperative, both parties shall be free to recommend any sentence, and the Court shall impose a sentence of imprisonment taking into consideration the factors set forth in 18 U.S.C. § 3553(a) as well as the Sentencing Guidelines without any downward sentencing variance for cooperation. Defendant may not withdraw his plea of guilty because the government has failed to move for a downward sentencing variance pursuant to the factors set forth in 18 U.S.C. § 3553(a).

13. This Agreement will be governed, in part, by Federal Rule of Criminal

Procedure 11(c)(1)(C). That is, the parties have agreed that the sentence imposed by the Court shall include a fine of \$250,000. The parties agree that the fine shall be deposited with the Clerk of the Court for the Northern District of Illinois. Other than the agreed fine, the parties have agreed that the Court remains free to impose the sentence it deems appropriate. If the Court accepts and imposes the agreed fine set forth herein, defendant may not withdraw this plea as a matter of right under Federal Rule of Criminal Procedure 11(d) and (e). If, however, the Court refuses to impose the agreed fine set forth herein, thereby rejecting this Agreement, or otherwise refuses to accept defendant's plea of guilty, either party has the right to withdraw from this Agreement.

14. Regarding restitution, the parties acknowledge that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant, to make full restitution to the United States in an amount to be determined by the Court at sentencing, which based on the facts known to the parties, is agreed to be approximately \$97,625, and which amount shall reflect credit for any funds repaid prior to sentencing. Also, regarding restitution, defendant agrees to pay restitution of an additional \$2,542,659, to the United States, pursuant to Title 18, United States Code, Sections 3663(a)(3) and 3664.

15. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k) he is required to notify the Court and

the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

16. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

17. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

18. If, in its sole discretion, the government determines subsequent to defendant's sentencing in this case that defendant has provided substantial assistance, as described in Fed. R. Crim. P. 35(b)(2), which assistance has not been taken into account by the parties in fashioning the sentencing agreement in this case, and is not taken into account by the Court in imposing sentence, then the government will move for a reduction in his sentence pursuant to Fed. R. Crim. P. 35(b)(4). Defendant understands that it is solely within the government's discretion whether to move for a reduction in his sentence, and he agrees not to challenge the government's decision if it determines in its discretion that such a motion is not appropriate. Defendant also understands that should the government seek such a reduction as outlined above, it is solely within the Court's discretion to grant or reject such a request, and to determine the extent of any reduction.

Abandonment

19. Defendant agrees to the entry of a preliminary order of abandonment relinquishing any right, title, or interest he may have had in five containers of honey that are currently stored at Hellmann Worldwide Logistics, 15920 International Plaza Drive, Houston, Texas 77032, and which were imported in and are identified by the following intermodal container numbers: (a) CMBU2349694; (b) MRKU7957662; (c) MSKU2713428; (d) MRKU7396010; and (e) MSKU7596978 (the "five containers") because those containers contain in whole or in part property and merchandise, namely, Chinese-origin honey introduced into the United States in violation of Title 18, United States Code, Section 545. Defendant agrees to relinquish and abandon any right, title, or ownership interest that he may have had in the five containers to the United States so that the property may be disposed of according to law, including destroying the five containers. Defendant is unaware of any third party who has an ownership interest or claim in the five containers, and he will cooperate fully with the United States during the ancillary stages of any civil, administrative, or abandonment proceedings to defeat the claim of a third party in the event a third party files a claim. Consistent with that cooperation, defendant agrees to refrain from filing any claim, directly or indirectly, and from assisting any third party in pursuit of a claim for the five containers. If after publication, there are no third-parties with legitimate claims of ownership and the right to possess the five containers, the government shall in its sole discretion

dispose of the property according to law, including destroying the content of the five containers.

20. Defendant further understands that abandonment of the five containers shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Plea Agreement

21. This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 13 CR 139.

22. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver or release by the United States or any of its agencies of any administrative or judicial civil claim, demand or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state or local prosecuting, administrative or regulatory authorities, except as expressly set forth in this Agreement.

23. Defendant understands that nothing in this Plea Agreement shall limit the Internal Revenue Service (IRS) in its collection of any taxes, interest or penalties from defendant or defendant's partnership or corporations.

Waiver of Rights

24. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charge prosecuted by an indictment returned by a concurrence of twelve or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. Defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove

prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence on his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-

incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

c. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution, abandonment, or forfeiture, in exchange for the concessions made by the United States in this Plea Agreement. Defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, and (in any case in which the term of imprisonment and fine are within the maximums provided by statute) his attorney's alleged failure or refusal to file a notice of appeal, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness, or ineffective assistance of counsel, which relates directly to this waiver or to its negotiation, nor

does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

d. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

e. Defendant understands that he has the right to be prosecuted for any criminal offense in the district or districts where the offense was committed. By signing this Plea Agreement, defendant knowingly consents to prosecution of the charge against him in the Northern District of Illinois and waives any objection to the venue of this prosecution.

Presentence Investigation Report/Post-Sentence Supervision

25. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope and extent of defendant's conduct regarding the charge against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

26. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to

and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline §3E1.1 and enhancement of his sentence for obstruction of justice under Guideline §3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

27. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Plea Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

28. Defendant agrees to cooperate with the United States Attorney's Office

in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

Conclusion

29. Defendant understands that this Plea Agreement will be filed with the Court, will become a matter of public record and may be disclosed to any person.

30. Defendant understands that his compliance with each part of this Plea Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

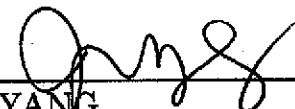
31. Should the judge refuse to accept defendant's plea of guilty, this Plea Agreement shall become null and void and neither party will be bound thereto.


32. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Plea Agreement to cause defendant to plead guilty.


33. Defendant acknowledges that he has read this Plea Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: 03/12/2013


GARY S. SHAPIRO
United States Attorney


JUN YANG
Defendant


ANDREW S. BOUTROS
Assistant U.S. Attorney


WILLIAM P. ZIEGELMUELLER
Attorney for Defendant