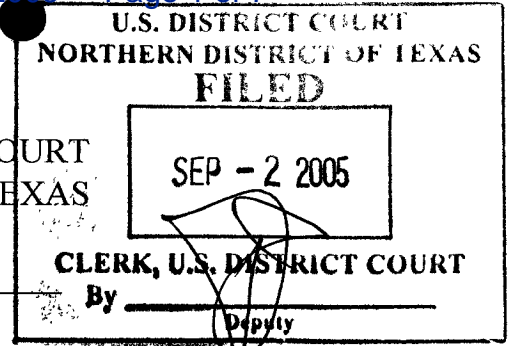


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



UNITED STATES OF AMERICA

v.

ORIGINAL

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No. 3:05-CR-124-M

SEAN CUNG-KIM NGUYEN (01)
a/k/a "Sean Cung Nguyen"

PLEA AGREEMENT

Sean Cung-Kim Nguyen, Michael Lowe, the defendant's attorney, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Nguyen understands that he has the rights
 - a. to plead not guilty;
 - b. to have a trial by jury;
 - c. to have his guilt proven beyond a reasonable doubt;
 - d. to confront and cross-examine witnesses and to call witnesses in his defense; and
 - e. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Nguyen waives these rights and pleads guilty to the offense alleged in Count 1 of the indictment, charging a violation of 18 U.S.C. § 371 [18 U.S.C. §§ 1341, 1343, and 1957(a)], that is, conspiracy to commit mail fraud, wire fraud, and illegal monetary transactions, and the offenses alleged in Counts 15, 17, and 19 of the indictment, each charging a violation of 18 U.S.C. §§ 1343 and 2, that is, wire fraud and aiding and abetting. Nguyen understands the nature and

elements of the crimes to which he is pleading guilty, and agrees that the factual resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum penalties the Court can impose include:

Count 1:

- a. imprisonment for a period not to exceed five (5) years;
- b. a fine not to exceed \$250,000.00, or twice any pecuniary gain to the defendant or loss to the victim(s);
- c. a mandatory term of supervised release of not less than 2 years nor more than 3 years, may follow any term of imprisonment. If Nguyen violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$100.00;
- e. restitution to victims or to the community, which may be mandatory under the law, and which Nguyen agrees may include restitution arising from all relevant conduct, not limited to that arising from the offense of conviction alone; and
- f. costs of incarceration and supervision.

Counts 15, 17, and 19 (aggregate penalties for all three counts):

- a. imprisonment for a period not to exceed fifteen (15) years;
- b. a fine not to exceed \$750,000.00, or twice any pecuniary gain to the defendant or loss to the victim(s);
- c. a mandatory term of supervised release of not less than 2 years nor more than 3 years, may follow any term of imprisonment. If Nguyen violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$300.00;
- e. restitution to victims or to the community, which may be mandatory under the law, and which Nguyen agrees may include restitution

arising from all relevant conduct, not limited to that arising from the offenses of conviction alone; and

f. costs of incarceration and supervision.

4. **Court's sentencing discretion and role of the Guidelines:** Nguyen understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Nguyen has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Nguyen will not be allowed to withdraw his plea if his sentence is higher than expected. Nguyen fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Mandatory special assessment:** Nguyen agrees to pay to the U.S. District Clerk the amount of \$400.00, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's cooperation:** Nguyen shall cooperate with the government by giving truthful and complete information and/or testimony concerning his participation in the offense of conviction and knowledge of criminal activities. Upon demand, Nguyen shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. The government will advise the Court of the extent of Nguyen's cooperation.

7. **Government's agreement:** The government will not bring any additional charges against Nguyen based upon the conduct underlying and related to Nguyen's plea of guilty. The government will dismiss, after sentencing, any remaining charges in the pending indictment. The government will evaluate the extent and value of Nguyen's assistance to authorities and will file a motion for downward departure under the terms of §5K1.1 of the Federal Sentencing Guidelines if, and only if, the government deems such motion to be appropriate. The determination that a §5K1.1 motion is to be filed is in the sole discretion of the government after it has evaluated the entire scope and level of the defendant's cooperation. Nguyen understands the government is under no obligation to file such motion unless, in the government's opinion, the defendant has rendered substantial assistance. Nguyen further understands that this agreement is not contingent upon the outcome or success of any investigation conducted by the government or any testimony that he may provide; rather that the filing of this motion is contingent on the defendant's complete, truthful, forthright, and honest assistance, information, and testimony. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Nguyen or any property.

8. **Violation of agreement:** Nguyen understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Nguyen for all offenses of which it has knowledge. In such event, Nguyen waives any objections based

upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Nguyen also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

9. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

10. **Waiver of right to appeal or otherwise challenge sentence:** Nguyen waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. Nguyen, however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

11. **Representation of counsel:** Nguyen has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Nguyen has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Nguyen has

concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

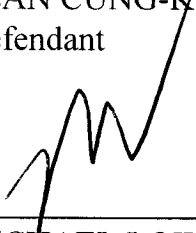
12. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties.

AGREED TO AND SIGNED this 2nd day of August, 2005.

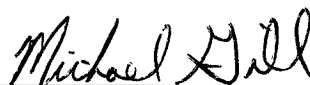
RICHARD B. ROPER
UNITED STATES ATTORNEY



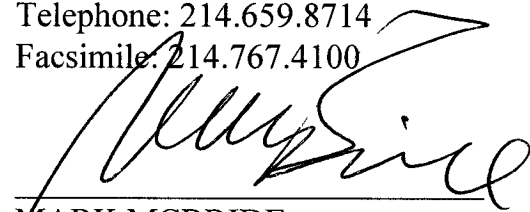
SEAN CUNG-KIM NGUYEN
Defendant



MICHAEL LOWE
Counsel for Defendant



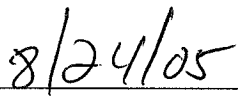
MICHAEL R. GILL
Assistant United States Attorney
Texas Bar No. 24002138
1100 Commerce, Third Floor
Dallas, Texas 75242
Telephone: 214.659.8714
Facsimile: 214.767.4100




MARK MCBRIDE
Deputy Criminal Chief

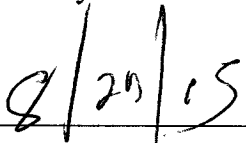
I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.


SEAN CUNG-KIM NGUYEN


Date

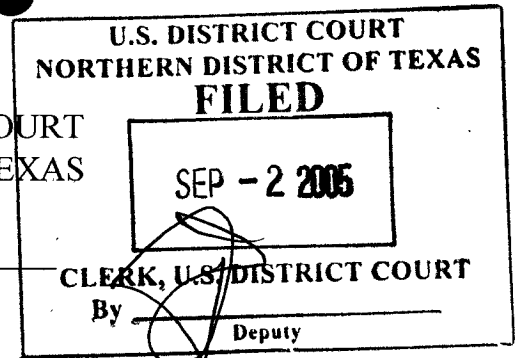
I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.


MICHAEL LOWE
Attorney for Defendant


Date

M

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



UNITED STATES OF AMERICA

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v.

ORIGINAL

No. 3:05-CR-124-M

SEAN CUNG-KIM NGUYEN (01)

a/k/a "Sean Cung Nguyen"

FACTUAL RESUME

Sean Cung-Kim Nguyen, Michael Lowe, the defendant's attorney, and the United States of America (the government), represent the following elements and facts to this Honorable Court as follows:

ELEMENTS OF THE OFFENSES

Count 1

Conspiracy to Commit Mail Fraud, Wire Fraud, and Illegal Monetary Transactions
(Violation of 18 U.S.C. § 371 [18 U.S.C. §§ 1341, 1343, and 1957(a)])

First: That the defendant and at least one other person made an agreement to commit the crime of mail fraud, wire fraud, or engaging in illegal monetary transactions as charged in the indictment;

Second: That the defendant knew the unlawful purpose of the agreement and joined in it willfully, that is, with the intent to further the unlawful purpose; and

Third: That one of the conspirators during the existence of the conspiracy knowingly committed at least one of the overt acts described in the indictment, in order to accomplish some object or purpose of the conspiracy.

Counts 15, 17, and 19
Wire Fraud and Aiding and Abetting
(Violation of 18 U.S.C. §§ 1343 and 2)

First: That the defendant knowingly created a scheme to defraud, that is to: recruit straw purchasers and borrowers to apparently purchase targeted residences in the Dallas-Fort Worth area; fraudulently inflate the value of the targeted residences; prepare and submit false and fraudulent loan applications in the names of the straw purchasers in order to secure a mortgage loan based on the inflated value of the targeted residences; obtain substantially inflated loans from Countrywide Home Loans, d.b.a. America's Wholesale Lender, based on the false and fraudulent misrepresentations about the value of the targeted residences; and pay the original owners of the targeted single family residence and distribute the remaining fraudulently obtained loan proceeds among the coconspirators.

Second: That the defendant acted with a specific intent to commit fraud; and

Third: That the defendant used interstate wire communications facilities or caused another person to use interstate wire communications facilities for the purpose of carrying out the scheme.

FACTS

Beginning in or about January 2002, and continuing through on or about January 30, 2004, in the Dallas Division of the Northern District of Texas, and elsewhere, defendant **Sean Cung-Kim Nguyen**, also known as "Sean Cung Nguyen," joined together and conspired with **Dai Quoc Nguyen**, **Xuyen Thi-Kim Nguyen**, also known as "Kim Xuyen Nguyen," **Tam Nguyen**, **Myna Tran**, **Hong Thanh Duong**, and **Cuc Kim Tran**, to commit the crimes of: mail fraud, in violation of 18 U.S.C. § 1341; wire fraud, in violation of 18 U.S.C. § 1343; and engaging in illegal monetary transactions, in violation of 18 U.S.C. § 1957(a). **Sean Nguyen** was aware of the unlawful purposes of

this conspiracy and joined in it willfully, with the intent to further the conspiracy's unlawful purposes.

In furtherance of the conspiracy and in order to effect the objects thereof, **Sean Nguyen** and his co-conspirators committed and caused to be committed the following overt acts, among others, in the Dallas Division of the Northern District of Texas, and elsewhere:

421 Ivan Drive, Lewisville, Texas:

Sean Nguyen understands that in or about July 2002, **Dai Nguyen** agreed to purchase the residence located at 421 Ivan Drive, Lewisville, Texas from H.N. for \$195,000. On or about July 11, 2002, G.M., an appraiser, prepared a fraudulent Uniform Residential Appraisal Report for 421 Ivan Drive, estimating the market value of that residence to be \$400,000. **Sean Nguyen** also knows that his co-conspirator **Xuyen Nguyen**, assisted by her son **Tam Nguyen**, recruited **Hong Duong** to serve as the straw borrower to purchase 421 Ivan Drive from H.N. As the straw purchaser, **Duong** and another person executed fraudulent loan documents to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, for financing to close straw borrower **Duong's** purchase of 421 Ivan Drive from H.N. for the inflated amount of \$398,000.

On or about August 1, 2002, **Sean Nguyen**, aided and assisted by other persons, caused the fraudulent loan documents for the purchase of 421 Ivan Drive to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, seeking a loan in the

amount of \$378,100. As a result of this false submission, **Sean Nguyen** agrees and stipulates that he, along with **Dai Nguyen** and others, caused Countrywide Home Loans, d.b.a. America's Wholesale Lender to fund and transmit by wire communication \$372,683.24 to American Title Company in order to close straw borrower **Duong's** purchase of 421 Ivan Drive from H.N.

Sean Nguyen understands and agrees that on or about August 2, 2002, **Dai Nguyen** caused American Title Company to transmit by wire communication excess loan proceeds in the amount of \$212,200.76 to **Dai Nguyen's** personal account, maintained at Washington Mutual Bank, account number *****8155. On or about August 2, 2002, **Dai Nguyen** withdrew a portion of the stolen loan proceeds deposited in his personal account by obtaining cashier's checks payable to co-conspirators, including: a) **Tam Nguyen** for \$26,333; b) **Tam Nguyen** for \$26,333; c) **Sean Nguyen** for \$23,333; d) **Sean Nguyen** for \$23,333; and e) **Sean Nguyen** for \$23,333. **Sean Nguyen** agrees that he received the three checks payable to him and that all of this money was fraudulently obtained through the scheme. **Sean Nguyen** received a portion of this stolen money for his involvement in the scheme.

4010 Ridgecrest Trail, Carrollton, Texas:

In connection with the fraudulent purchase of the house located at 4010 Ridgecrest Trail in Carrollton, Texas, **Sean Nguyen** understands that G.M., an appraiser, prepared a fraudulent Uniform Residential Appraisal Report for that house, estimating the market

value to be \$350,000. **Sean Nguyen** also knows that his co-conspirator **Xuyen Nguyen**, assisted by her son **Tam Nguyen**, recruited **Cuc Tran** as a straw borrower to purchase 4010 Ridgecrest Trail from P.N. As the straw purchaser, **Cuc Tran** and another person executed fraudulent loan documents to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, for financing to close straw borrower **Cuc Tran's** purchase of 4010 Ridgecrest Trail from P.N. for the inflated amount of \$350,000.

On or about August 7, 2002, **Sean Nguyen**, aided and assisted by other persons, caused the fraudulent loan documents for the purchase of 4010 Ridgecrest Trail to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, seeking a loan in the amount of \$332,500. As a result of this false submission, **Sean Nguyen** agrees and stipulates that he, along with **Dai Nguyen** and others, caused Countrywide Home Loans, d.b.a. America's Wholesale Lender to fund and transmit by wire communication \$326,618.63 from the Bank of New York, New York City, New York, to American Title Company's account maintained at Compass Bank in Houston, Texas in order to close straw borrower **Cuc Tran's** purchase of 4010 Ridgecrest Trail from P.N.

(Count 15)

Sean Nguyen understands and agrees that on or about August 9, 2002, **Dai Nguyen** caused American Title Company to transmit by wire communication excess loan proceeds in the amount of \$146,436.65 to **Dai Nguyen's** personal account, maintained at Washington Mutual Bank, account number *****8155. **Sean Nguyen** further

understands that on or about August 9, 2002, **Dai Nguyen** withdrew a portion of the loan proceeds deposited in his personal account by obtaining cashier's checks payable to: a) Century Mortgage for \$10,333.33; b) Century Mortgage for \$10,333.33; c) Century Mortgage for \$10,333.33; d) **Tam Nguyen** for \$21,702.66; e) **Tam Nguyen** for \$21,702.66; and f) **Tam Nguyen** for \$21,702.66. At the time of this scheme, **Sean Nguyen** was employed as a mortgage broker for Century Mortgage, 2410 East Arkansas Lane, Suite 342, Arlington, Texas. **Sean Nguyen** agrees that he received the three checks payable to Century Mortgage and that all of this money was fraudulently obtained through the scheme. **Sean Nguyen** received a portion of this stolen money for his involvement in the scheme.

6319 Fox Hunt Drive, Arlington, Texas:

Sean Nguyen understands that in or about September 2002, **Myna Tran** agreed to list A.N.'s residence, located at 6319 Fox Hunt Drive, Arlington, Texas, for sale at the price of \$239,000 and claimed to have a buyer for the residence from California. On or about September 16, 2002, G.M., an appraiser, prepared a fraudulent Uniform Residential Appraisal Report for 6319 Fox Hunt Drive, estimating the market value of that residence to be \$440,000. On or about October 3, 2002, P.H., a straw purchaser, executed fraudulent loan documents to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, for financing to close straw borrower P.H.'s purchase of 6319 Fox Hunt Drive from A.N. for the inflated amount of \$440,000.

On or about October 3, 2002, **Sean Nguyen**, aided and assisted by other persons, caused the fraudulent loan documents for the purchase of 6319 Fox Hunt Drive to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, seeking a loan in the amount of \$396,000. As a result of this false submission, **Sean Nguyen** agrees and stipulates that he, along with **Myna Tran**, caused Countrywide Home Loans, d.b.a. America's Wholesale Lender, to fund and transmit by wire communication \$391,299.72 from the Bank of New York, New York City, New York to American Title Company's account maintained at Compass Bank in Houston, Texas in order to close straw borrower P.H.'s purchase of 6319 Fox Hunt Drive from A.N. **(Count 17)**

Sean Nguyen understands and agrees that on or about October 3, 2002, **Myna Tran**, aided and assisted by other persons, caused American Title Company to transmit by wire communication excess loan proceeds in the amount of \$225,037.77 to A.N.'s personal account, maintained at Bank One, account number *****9283. **Myna Tran's** role was to meet with A.N. at Bank One and help arrange the disbursement of the stolen loan proceeds from A.N.'s account. As part of this role, **Sean Nguyen** knows that **Myna Tran** used the stolen funds withdrawn from A.N.'s account to obtaining approximately \$80,000 in cash and cashier's checks payable to various parties. One of the cashier's checks made payable to "A.D." in the amount of \$21,000 was provided to **Sean Nguyen**. On or about October 9, 2002, **Sean Nguyen** deposited the cashier's check made out to A.D. for \$21,000 into the Century Mortgage account, maintained at Bank One, account

number *****5555. **Sean Nguyen** agrees that he received the check payable to Century Mortgage and that all of this money was fraudulently obtained through the scheme. **Sean Nguyen** received a portion of this stolen money for his involvement in the scheme.

6727 Silvercrest Drive, Arlington, Texas:

In or about October 2002, **Sean Nguyen** told L.P., who had decided to sell her residence located at 6727 Silvercrest Drive, Arlington, Texas, that he located a buyer interested in purchasing the residence for \$184,900. On or about October 11, 2002, G.M., an appraiser, prepared a fraudulent Uniform Residential Appraisal Report for 6727 Silvercrest Drive, Arlington, Texas, estimating the market value of that residence to be \$425,000. **Sean Nguyen** also knows that his co-conspirator **Xuyen Nguyen**, assisted by her son **Tam Nguyen**, recruited M.M. to serve as the straw borrower to purchase 6727 Silvercrest Drive from L.P. On or about October 24, 2002, M.M. and another person executed fraudulent loan documents to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, for financing to close straw borrower M.M.'s purchase of 6727 Silvercrest Drive from L.P. for the inflated amount of \$425,000.

On or about October 24, 2002, **Sean Nguyen**, aided and assisted by other persons, caused the fraudulent loan documents for the purchase of 6727 Silvercrest Drive to be submitted to Countrywide Home Loans, d.b.a. America's Wholesale Lender, seeking a loan in the amount of \$318,750. As a result of this false submission, **Sean Nguyen** agrees and stipulates that he caused Countrywide Home Loans, d.b.a. America's

Wholesale Lender, to fund and transmit by wire communication \$318,871.43 from the Bank of New York, New York City, New York to American Title Company's account maintained at Compass Bank in Houston, Texas in order to close straw borrower M.M.'s purchase of 6727 Silvercrest Drive from L.P. **(Count 19)**

Sean Nguyen understands and agrees that on or about October 25, 2002, **Tam Nguyen**, aided and assisted by other persons, caused American Title Company to transmit by wire communication excess loan proceeds in the amount of \$104,000.00 to B. Yi, Inc., d.b.a. Simple-CMS', business account, maintained at Bank of America, account number **** * 3084, such business being owned by **Tam Nguyen**.

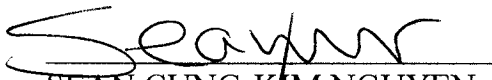
On or about October 25, 2002, **Sean Nguyen** and **Myna Tran** caused American Title Company to transmit by wire communication excess loan proceeds in the amount of \$128,995.44 to **Myna Tran's** personal account, maintained at Bank One, account number *****6626. On or about October 25, 2002, **Myna Tran** withdrew a portion of the loan proceeds deposited in her personal account by obtaining cashier's checks payable to: a) P.T. for \$31,500; b) A.T. for \$31,500; c) ABC for \$31,500; and d) ABC for \$31,500.

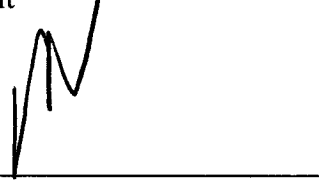
Although the cashier's checks were not made directly payable to **Sean Nguyen**, he agrees and stipulates that on or about January 30, 2004, **Sean Nguyen** deposited a check in the amount of \$87,345.73, such funds derived from the sale of the "ABC Market" building owned by P.T. and A.T., into the Century Mortgage account, maintained at Bank One, account number *****5555. This transaction was in relation to the stolen funds

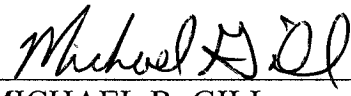
transferred by **Myna Tran** for 6727 Silvercrest Drive, Arlington, Texas. **Sean Nguyen** received a portion of this stolen money for his involvement in the scheme.

AGREED TO AND SIGNED this 24th day of August, 2005.

RICHARD B. ROPER
UNITED STATES ATTORNEY


SEAN CUNG-KIM NGUYEN
Defendant


MICHAEL LOWE
Counsel for Defendant


MICHAEL R. GILL
Assistant United States Attorney
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Dallas, Texas 75242
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