

The Honorable Thomas S. Zilly

FILED _____ ENTERED _____
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APR 28 2006
BY _____ CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOSHUA KEBEDE,

Defendant.

NO. CR05-381Z

PLEA AGREEMENT

The United States of America, by and through John McKay, United States Attorney for the Western District of Washington, and Vincent T. Lombardi, Assistant United States Attorney for said District, and the defendant, JOSHUA KEBEDE, and his attorney, Brian Tsuchida, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c):

1. The Charge. Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enter a plea of guilty to the following charge contained in the ^{Superseding} indictment: Conspiracy to Commit Wire Fraud, as charged in Count 1, in violation of Title 18, United States Code, Section 1349. By entering this plea of guilty, Defendant hereby waives all objections to the form of the charging document. Defendant further understands that before entering his plea of guilty, Defendant will be placed under oath. Any statement given by Defendant under oath may be used by the United States in a prosecution for perjury or false statement.



1 2. Elements of the Offense. The elements of the offense of Conspiracy to
2 Commit Wire Fraud, as charged in Count 1, in violation of Title 18, United States Code,
3 Section 1349, are as follows:

4 a. First, that two or more persons entered into an agreement to commit
5 the crime of wire fraud;

6 b. Second, that the Defendant became a member of the conspiracy,
7 knowing of at least one of its objects and intending to help accomplish it; and

8 c. Third, at least one member of the conspiracy committed an overt act
9 in furtherance of the conspiracy.

10 3. The Penalties. Defendant understands that the statutory penalties for the
11 offense of Conspiracy to Commit Wire Fraud, in violation of Title 18, United States
12 Code, Sections 1349, as charged in Count 1, are as follows: imprisonment of up to 20
13 years, a fine of up to \$250,000, a period of supervision following release from prison of up
14 to three years, and a \$100 penalty assessment. If defendant receives a sentence of
15 probation, the probationary period could be up to five (5) years. Defendant agrees that the
16 penalty assessment shall be paid at or before the time of sentencing.

17 Defendant understands that in addition to any term of imprisonment and/or fine that
18 is imposed, the Court may order Defendant to pay restitution to any victim of the offense,
19 as required by law.

20 Defendant agrees that any monetary penalty the Court imposes, including the
21 special assessment, fine, costs or restitution, is due and payable immediately, and further
22 agrees to submit a completed Financial Statement of Debtor form as requested by the
23 United States Attorney's Office.

24 Defendant understands that supervised release is a period of time following
25 imprisonment during which he will be subject to certain restrictions and requirements.
26 Defendant further understands that if supervised release is imposed and he violates one or
27 more of its conditions, he could be returned to prison for all or part of the term of
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1 supervised release that was originally imposed. This could result in Defendant serving a
2 total term of imprisonment greater than the statutory maximum stated above.

3 4. Rights Waived by Pleading Guilty. Defendant understands that, by pleading
4 guilty, he knowingly and voluntarily waives the following rights:

5 a. The right to plead not guilty, and to persist in a plea of not guilty;

6 b. The right to a speedy and public trial before a jury of Defendant's
7 peers;

8 c. The right to the effective assistance of counsel at trial, including, if
9 Defendant could not afford an attorney, the right to have the Court appoint one for
10 Defendant;

11 d. The right to be presumed innocent until guilt has been established at
12 trial, beyond a reasonable doubt;

13 e. The right to confront and cross-examine witnesses against Defendant
14 at trial;

15 f. The right to compel or subpoena witnesses to appear on Defendant's
16 behalf at trial;

17 g. The right to testify or to remain silent at trial, at which trial such
18 silence could not be used against Defendant; and

19 h. The right to appeal a finding of guilt or any pretrial rulings.

20 5. United States Sentencing Guidelines. Defendant understands and
21 acknowledges that, at sentencing, the Court must consider the sentencing range calculated
22 under the United States Sentencing Guidelines, together with the other factors set forth in
23 Title 18, United States Code, Section 3553(a), including: (1) the nature and circumstances
24 of the offense; (2) the history and characteristics of the defendant; (3) the need for the
25 sentence to reflect the seriousness of the offense, to promote respect for the law, and to
26 provide just punishment for the offense; (4) the need for the sentence to afford adequate
27 deterrence to criminal conduct; (5) the need for the sentence to protect the public from
28 further crimes of the defendant; (6) the need to provide the defendant with educational and

1 vocational training, medical care, or other correctional treatment in the most effective
2 manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims;
3 and (9) the need to avoid unwarranted sentence disparity among defendants involved in
4 similar conduct who have similar records. Accordingly, Defendant understands and
5 acknowledges that:

6 a. The Court will determine Defendant's applicable Sentencing
7 Guidelines range at the time of sentencing;

8 b. After consideration of the Sentencing Guidelines and the other factors
9 in Title 18, United States Code, Section 3553(a), the Court may impose any sentence
10 authorized by law, up to the maximum term authorized by law;

11 c. The Court is not bound by any recommendation regarding the
12 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
13 range offered by the parties, or by the United States Probation Department; and

14 d. Defendant may not withdraw a guilty plea solely because of the
15 sentence imposed by the Court.

16 6. Ultimate Sentence. Defendant acknowledges that no one has promised or
17 guaranteed what sentence the Court will impose.

18 7. Restitution. Defendant shall make restitution to any financial institution
19 harmed by Defendant's participation in the charged conspiracy, in an amount to be
20 determined at the time of sentencing. Defendant's restitution obligation shall be joint and
21 several with any individuals charged, or will be charged, for their role in the conspiracy,
22 including but not limited to Akram Aswad ALMUSSA and John Leon Gonzalez. Said
23 amount shall be due and payable immediately and shall be paid in accordance with a
24 schedule of payments as set by the United States Probation Office and ordered by the
25 Court.

26 8. Statement of Facts. The parties agree on the following facts in support of
27 Defendant's guilty plea and sentencing. Defendant admits he is guilty of the charged
28 offense.

1 a. Defendant JOSHUA KEBEDE admits that he conspired with co-
2 defendant Akram Aswad ALMUSSA, John Gonzalez, and others known and unknown,
3 including, but not limited to, W.A., M.K., and P.W., to cause others to fraudulently obtain
4 mortgage loans, using materially false information. Some of the proceeds of these
5 fraudulently obtained mortgage loans were diverted to KEBEDE and other conspirators,
6 and some of the proceeds were used to secure residential real property for KEBEDE and
7 other members of the conspiracy's use.

8 b. KEBEDE admits that he committed the criminal conduct alleged in
9 the Indictment because he wished to acquire residential real estate for business purposes.
10 It was KEBEDE's intent to gain control of single family residences, renovate and remodel
11 those residences, and then sell them for a profit. KEBEDE admits that he knew he was
12 unable to legitimately obtain financing to acquire these properties and pay for the
13 remodeling work in his own name and using his own credit. Accordingly, he knowingly
14 and intentionally engaged in the fraudulent scheme described herein to accomplish his
15 objective by illegal means.

16 c. The essence of the conspiracy was that KEBEDE and other members
17 of the conspiracy would identify residential real property, typically single-family homes,
18 that were for sale. The conspirators would then enter into real estate purchase and sale
19 agreements to purchase said property in their own names and/or in the names of companies
20 under their control, such as "Samuel and Associates" and "E.C. and Associates."
21 Representative samples include, but are not limited to, the following:

22 i. On or about October 20, 2003, KEBEDE entered into a Real
23 Estate Purchase and Sales Agreement to purchase a house located at 4398 Somerset Blvd
24 S.E., Bellevue, Washington, from W.K. for \$480,000.

25 ii. In early November of 2003, ALMUSSA and KEBEDE
26 approached C.M and O.M., husband and wife, and offered to purchase their home at
27 15800 71st Street in Kenmore, Washington. KEBEDE ultimately entered into a Real
28 Estate Purchase and Sale agreement with the C.M. and O.M. as "Joshua E. Kebede or

1 assigns"on November 17, 2003, for \$380,000. The property was ultimately purchased
2 from C.M. and O.M. by a company owned and controlled by ALMUSSA called "E C and
3 Associates."

4 d. While this sale transaction was still pending, KEBEDE and other
5 members of the conspiracy would "flip" the property. This means that KEBEDE and other
6 members of the conspiracy would recruit a third party, often referred to as a "straw buyer"
7 or "credit investor" to purchase the same real property from them, typically at a
8 significantly inflated price over the pending purchase agreement between the conspirator
9 and the original seller. KEBEDE and ALMUSSA would work with other members of the
10 conspiracy, including but not limited to John Gonzalez, to recruit straw buyers to
11 participate in the flip transactions. KEBEDE and ALMUSSA paid these recruiters a fee
12 for their assistance in locating the straw buyer. KEBEDE and/or ALMUSSA typically told
13 the straw buyer that he/she would not have to live in the house. Representative examples
14 include, but are not limited to, the following:

15 i. Sometime in or around November 2003, KEBEDE recruited
16 K.K. to purchase the property located at 4398 Somerset Boulevard SE, Bellevue,
17 Washington, from KEBEDE for \$580,000, an increase of \$100,000 over the legitimate
18 purchase price. K.K. was paid approximately \$8,500 for his role in the transaction.

19 ii. Sometime in or around November 2003, KEBEDE and
20 ALMUSSA recruited C.E. to act as a straw buyer. ALMUSSA then contacted C.E. to
21 purchase the property located at 15800 71st Street in Kenmore, Washington, for
22 \$483,000, an increase of \$100,000 over the legitimate purchase price. C.E. was paid
23 \$5,000 for her role in the transaction.

24 iii. In addition to the individuals identified above, KEBEDE
25 admits he participated in recruiting and directing at least seven other straw buyers,
26 including but not limited to K.S., A.S., N.L., S.G., W.E., and C.K.

27 e. KEBEDE, ALMUSSA and other members of the conspiracy would then
28 cause the straw buyer to apply for a loan to finance the inflated purchase price, using

1 | materially false information. Those misrepresentations typically included, but were not
2 | limited to: inflated income levels; false certifications that the straw buyers intended to
3 | occupy the home as their primary residence; in some instances, completely fictitious
4 | employment information; and, in some instances, false statements inflating the straw
5 | buyer's other assets and net worth. Representative examples include but are not limited
6 | to the following:

7 | i. On or about November 24, 2003, KEBEDE and ALMUSSA
8 | knowingly and intentionally caused K.K. to make the following material
9 | misrepresentations to Finance LLC, to obtain a loan to finance the purchase of
10 | 4398 Somerset Boulevard SE, Bellevue, Washington, at the inflated purchase price of
11 | \$580,000:

12 | (1) K.K. falsely represented that he made \$14,000 a
13 | month from a business he owned named "Kings Custom Woodworks." K.K. made this
14 | misrepresentation on a Uniform Residential Loan Application prepared and signed by
15 | ALMUSSA, dated on or before November 24, 2003. K.K. also wrote a letter dated
16 | November 17, 2003 to "To whom it may concern" certifying that his company "Kings
17 | Custom Woodworks" was a successful and growing business. In reality, as ALMUSSA
18 | and KEBEDE well knew, that company was all but defunct, and K.K.'s monthly income
19 | was only \$1,600 - \$1,800 a month from a different employer.

20 | (2) K.K. also signed an Occupancy Agreement dated
21 | November 24, 2003, certifying that K.K. intended to live at 4398 Somerset Boulevard
22 | SE, Bellevue, Washington, as his primary residence. In reality, as ALMUSSA and
23 | KEBEDE well knew, K.K. did not intend to live at that property. In fact, KEBEDE
24 | currently resides at this residence.

25 | ii. On or about February 4, 2004, ALMUSSA caused C.E. to
26 | make the following material misrepresentations to New Century Mortgage Corporation
27 | for purposes of obtaining a loan to finance the purchase of 15800 71st Ave. NE,
28 | Kenmore, Washington, at the inflated purchase price of \$483,000:

1 (1) C.E. repeatedly and falsely stated that her monthly
2 gross income was \$13,400, when in fact it was less than \$5,000 a month. Those
3 misstatements were made on the Uniform Residential Loan Application and on other
4 documents.

5 (2) On February 3, 2004, C.E. wrote a letter "To Whom
6 it may concern" reaffirming her income was sufficient to pay the mortgage on the
7 Subject Property. In fact, C.E. income was not sufficient to pay the mortgage, and she
8 had no intention of doing so. Instead, ALMUSSA told her that he would take care of
9 the mortgage payments.

10 (3) Also at ALMUSSA's direction and instruction, C.E.
11 falsely certified on several occasions, in writing, that she intended to live in the Subject
12 Property as her primary residence, including in an "Occupancy Affidavit and Financial
13 Status" form signed by C.E. and notarized. C.E. never intended to reside at the Subject
14 Property, as KEBEDE and ALMUSSA well knew.

15 f. KEBEDE and ALMUSSA would ultimately cause the straw buyer
16 to obtain a mortgage loan for the inflated "flip" price, based on the above-referenced
17 material misrepresentations. The loan would then be used to purchase the property from
18 the original legitimate seller for the original lower price. The excess loan funds would
19 be used to pay the closing costs and the straw buyer, with the excess funds then remitted
20 to Defendants for their own use. Representative examples include the following:

21 i. Finance America, LLC, ultimately agreed to make a first and
22 second mortgage loan on 4398 Sommerset Blvd SE in Bellevue, Washington; one loan
23 for \$466,828.75, and a second loan for \$115,826.70, for a total loan amount of
24 \$582,655.45. The loan was placed by a mortgage brokerage that employed ALMUSSA,
25 and he was the account executive on the transaction.

26 (1) The purchase of the property by KEBEDE from
27 W.K., and the "flip" sale from KEBEDE to K.K. closed on the same day, on or about
28 November 26, 2003, at the same escrow office, the law offices of Stephen K. Araki.

1 (2) Out of the total loan amount, approximately \$480,000
2 was paid to W.K.

3 (3) KEBEDE received approximately \$87,314.22, less
4 closing costs, constituting the conspirator's profit on the transaction.

5 ii. New Century Mortgage Corporation agreed to make a first
6 and second mortgage loan on the 15800 71st Ave. NE, Kenmore, Washington
7 transaction; one loan for \$388,425.14; and a second mortgage for \$95,912, for a total
8 loan amount of \$484,337.14. The loan was placed by a mortgage brokerage that
9 employed ALMUSSA, and he was the account executive on the transaction.

10 (1) The purchase of the property by ALMUSSA's
11 company "E C & Associates" from C.M. and O.M., and the "flip" sale from E C &
12 Associates to C.E. closed on the same day, on or about February 5, 2004; and at the
13 same escrow office, the law offices of Stephen K. Araki.

14 (2) Out of the total loan amount, approximately
15 \$383,074.09 was paid to the C.M. and O.M. for the originally agreed-upon purchase
16 price.

17 (3) E.C. & Associates, received approximately
18 \$89,209.72, less closing costs, constituting Defendants' profit on the transaction.

19 g. In furtherance of the conspiracy, and to accomplish one or more of
20 its objects, KEBEDE admits that he and other members of the conspiracy committed the
21 following overt acts within the Western District of Washington:

22 i. On or about November 26, 2003, in connection with the
23 "flip" of 4398 Somerset Blvd. SE, Bellevue, Washington, ALMUSSA and KEBEDE
24 caused Finance America, LLC, to make two separate wire transfers, one in the
25 approximate amount of \$466,828.75, and the other in the approximate amount of
26 \$115,826.70. Both wires were sent via "Deutsche Bank Trust Company Americas"
27 located in New York, New York, with the ultimate destination being the escrow
28 company's bank, Columbia State Bank located in the Western District of Washington.

1 ii. On or about February 5, 2004, in connection with the “flip”
2 of 15800 71st Ave. NE, Kenmore, Washington, ALMUSSA and KEBEDE, and each of
3 them, caused New Century Mortgage Corporation to make two separate wire transfers,
4 one in the approximate amount of \$388,425.14; and a second in the approximate amount
5 of \$95,912. Both wires were sent via “Deutsche Bank Trust Company Americas”
6 located in New York, New York, with the ultimate destination being the escrow
7 company’s bank, Columbia State Bank located in the Western District of Washington.

8 h. KEBEDE admits that he and ALMUSSA also caused others,
9 including Gonzalez and P.W. to fraudulently verify the false employment information
10 provided to the mortgage lenders by the straw buyers.

11 i. KEBEDE admits that he contacted witnesses while on bond in this
12 matter, in violation of the conditions of his personal recognizance bond. KEBEDE
13 specifically admits that he spoke with a straw buyer with the initials “A.S.” on or about
14 October 27, 2005, shortly after “A.S.” was contacted by a Special Agent with the Federal
15 Bureau of Investigation about an interview regarding his role in the scheme. KEBEDE
16 admits he instructed A.S. to lie to the interviewing agent. Kebede specifically instructed
17 A.S. to say he was contributing to the mortgage payments, which was not true. KEBEDE
18 further admits that he instructed A.S. to lie to the interviewing agent in an attempt to
19 conceal KEBEDE’s full involvement in the conspiracy and to obstruct the investigation.

20 j. KEBEDE agrees that the foregoing factual statement is a summary,
21 made for the sole purpose of providing the Court with a factual basis for his guilty plea to
22 Count 1 of the Indictment. This summary is not a complete account of all of the facts
23 known to KEBEDE concerning criminal activity in which KEBEDE and other members of
24 the conspiracy engaged; nor is it intended to be an exhaustive statement of all relevant
25 conduct pertaining to KEBEDE for sentencing purposes.

26 9. Loss Amount. The parties acknowledge and agree that as of the date of this
27 agreement, the exact loss amount attributable to Defendant’s role in the conspiracy is not
28 known. The parties agree that the exact loss amount will be determined by the Court at the

1 time of sentencing. The parties further agree that the loss amount does not exceed
2 \$1,000,000.

3 10. Sentencing Factors. The parties agree and stipulate that the following
4 Sentencing Guidelines provisions apply to this case:

5 a. A base offense level of 7, pursuant to United States Sentencing
6 Guidelines Section 2B1.1(a)(1);

7 b. An increase to the base offense level based on the amount of the loss
8 as determined by the Court pursuant to Paragraph 9 of this Plea Agreement and pursuant to
9 United States Sentencing Guideline Section 2B1.1(b)(1);

10 c. An increase of between 2 and 4 levels, to be determined by the Court,
11 because Defendant was a leader or manager of the conspiracy, pursuant to United States
12 Sentencing Guideline Section 3B1.1.

13 d. An increase of two levels because Defendant willfully attempted to
14 obstruct or impede the administration of justice, pursuant to United States Sentencing
15 Guideline Section 3C1.1.

16 The parties agree that no other upward or downward adjustments or departures
17 pursuant to the United States Sentencing Guidelines are applicable in this case.

18 11. Acceptance of Responsibility. The United States acknowledges that
19 Defendant has assisted the United States by timely notifying the authorities of his intention
20 to plead guilty, thereby permitting the United States to avoid preparing for trial and
21 permitting the Court to allocate its resources efficiently. If at the time of sentencing, the
22 United States remains satisfied that Defendant has accepted responsibility, then it will
23 recommend a sentence that takes this acceptance of responsibility into consideration.

24 Defendant understands and agrees that the United States will base its recommendation on
25 factors set forth in the United States Sentencing Guidelines, including Section 3E1.1. The
26 United States will consider making this recommendation notwithstanding Application
27 Note 3 to Section 3E1.1, in recognition of the fact that Defendant has forthrightly admitted
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1 to his involvement in this offense, and agreed to cooperate in this and other pending
2 investigations into related conduct.

3 12. Cooperation.

4 a. Defendant shall cooperate completely and truthfully with law
5 enforcement authorities in the investigation and prosecution of other individuals involved
6 in criminal activity. Such cooperation shall include, but not be limited to, complete and
7 truthful statements to law enforcement officers, as well as complete and truthful testimony,
8 if called as a witness before a grand jury, or at any state or federal trial, retrial, or other
9 judicial proceedings. Such cooperation may include Defendant's involvement in
10 undercover activity, as directed and supervised by law enforcement authorities. Defendant
11 acknowledges that this obligation to cooperate shall continue after Defendant has entered a
12 guilty plea and sentence has been imposed, no matter what sentence Defendant receives;
13 Defendant's failure to do so may constitute a breach of this Plea Agreement.

14 b. Defendant understands that the United States will tolerate no
15 deception from him. If, in the estimation of the United States Attorney, information or
16 testimony provided from the date of the Plea Agreement, proves to be untruthful or
17 incomplete in any way, regardless of whether the untruthfulness was intended to help or
18 hurt the United States' case, the United States Attorney for the Western District of
19 Washington may consider that Defendant has breached this Plea Agreement.

20 c. The United States Attorney's Office for the Western District of
21 Washington, in turn, agrees not to prosecute Defendant for any other offenses, other than
22 crimes of violence, that Defendant may have committed in the Western District of
23 Washington prior to the date of this Agreement about which: (1) the United States
24 presently possesses information; or (2) Defendant provides information pursuant to this
25 Agreement to cooperate with the authorities.

26 d. The parties agree that information provided by Defendant in
27 connection with this Plea Agreement shall not be used to determine Defendant's sentence,
28 except to the extent described in United States Sentencing Guideline Section 1B1.8.

1 e. In exchange for Defendant's cooperation, as described above, and
2 conditioned upon Defendant's fulfillment of all conditions of this Plea Agreement, the
3 United States Attorney agrees to consider filing a motion pursuant to Title 18,
4 United States Code, Section 3553(e) and/or Section 5K1.1 of the United States Sentencing
5 Guidelines, recommending that the Court sentence Defendant to a sentence that reflects
6 Defendant's cooperation. Defendant understands that in the event the United States
7 Attorney files such a sentencing recommendation, that recommendation will be based on
8 consideration of factors and provisions set forth in the United States Sentencing
9 Guidelines.

10 f. Defendant agrees that his sentencing date may be delayed based on
11 the United States' need for his continued cooperation, and agrees not to object to any
12 continuances of his sentencing date sought by the United States.

13 13. Non-Prosecution of Additional Offenses. As part of this Plea Agreement,
14 the United States Attorney's Office for the Western District of Washington agrees to move
15 to dismiss the remaining counts in the ^{Superseding} indictment at the time of sentencing and not to
16 prosecute Defendant for any additional offenses known to it as of the time of this
17 Agreement that are based upon evidence in its possession at this time, or that arise out of
18 the conduct giving rise to this investigation. In this regard, Defendant recognizes that the
19 United States has agreed not to prosecute all of the criminal charges that the evidence
20 establishes were committed by Defendant solely because of the promises made by
21 Defendant in this Agreement. Defendant acknowledges and agrees, however, that for
22 purposes of preparing the Presentence Report, the United States Attorney's Office will
23 provide the United States Probation Office with evidence of all relevant conduct
24 committed by Defendant.

25 14. Voluntariness of Plea. Defendant acknowledges that he has entered into this
26 Plea Agreement freely and voluntarily, and that no threats or promises, other than the
27 promises contained in this Plea Agreement, were made to induce Defendant to enter this
28 plea of guilty.

1 15. Statute of Limitations. In the event that this Agreement is not accepted by
2 the Court for any reason, or Defendant has breached any of the terms of this Plea
3 Agreement, the statute of limitations shall be deemed to have been tolled from the date of
4 the Plea Agreement to: (1) 30 days following the date of non-acceptance of the Plea
5 Agreement by the Court; or (2) 30 days following the date on which a breach of the Plea
6 Agreement by Defendant is discovered by the United States Attorney's Office.

7 16. Post-Plea Conduct. Defendant understands that the terms of this Plea
8 Agreement apply only to conduct that occurred prior to the execution of this Agreement.
9 If, after the date of this Agreement, Defendant should engage in illegal conduct, or
10 conduct that is in violation of his/her conditions of release (examples of which include, but
11 are not limited to: obstruction of justice, failure to appear for a court proceeding, criminal
12 conduct while pending sentencing, and false statements to law enforcement agents, the
13 Pretrial Services Officer, Probation Officer or Court), the United States is free under this
14 Agreement to seek a sentence that takes such conduct into consideration. Such a sentence
15 could include a sentencing enhancement under the United States Sentencing Guidelines or
16 an upward departure from the applicable sentencing guidelines range.

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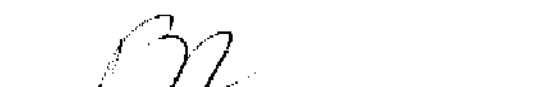
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1 17. Completeness of Agreement. The United States and Defendant
2 acknowledge that these terms constitute the entire Plea Agreement between the parties.
3 This Agreement only binds the United States Attorney's Office for the Western District of
4 Washington. It does not bind any other United States Attorney's Office or any other office
5 or agency of the United States, or any state or local prosecutor.

6 Dated this 28th day of April, 2006.

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8 
9 JOSHUA KEBEDE
Defendant

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11 
12 BRIAN TSUCHIDA
Attorney for Defendant

13
14 
15 ANNETTE L. HAYES
Assistant United States Attorney

16
17 
18 VINCENT T. LOMBARDI
Assistant United States Attorney