

**FILED**

**MAR 20 2014**

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY  DEPUTY CLERK

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8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 v.  
14 VINCENT THAKUR SINGH,  
15 Defendant.

CASE NO. 2:12-CR-352 MCE  
PLEA AGREEMENT  
DATE: February 20, 2014  
TIME: 9:00 a.m.  
COURT: Hon. Morrison C. England, Jr.

16  
17 **I. INTRODUCTION**

18 **A. Scope of Agreement.**

19 The indictment in this case charges the defendant with multiple counts of wire fraud and  
20 bankruptcy fraud and contains a forfeiture allegation. This document contains the complete plea  
21 agreement between the United States Attorney’s Office for the Eastern District of California (the  
22 “government”) and the defendant regarding this case. This plea agreement is limited to the United  
23 States Attorney’s Office for the Eastern District of California and cannot bind any other federal, state, or  
24 local prosecuting, administrative, or regulatory authorities.

25 **B. Court Not a Party.**

26 The Court is not a party to this plea agreement. Sentencing is a matter solely within the  
27 discretion of the Court, and the Court may take into consideration any and all facts and circumstances  
28 concerning the criminal activities of defendant, including activities which may not have been charged in

1 the indictment. The Court is under no obligation to accept any recommendations made by the  
2 government, and the Court may in its discretion impose any sentence it deems appropriate up to and  
3 including the combined statutory maximums stated in this plea agreement.

4 If the Court should impose any sentence up to the maximum allowable by the statutory law, the  
5 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all  
6 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,  
7 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will  
8 receive.

9 **II. DEFENDANT'S OBLIGATIONS**

10 **A. Guilty Plea.**

11 The defendant will plead guilty to Count 15, charging wire fraud in violation of 18 U.S.C.  
12 § 1343, and Count 23, charging false statements in bankruptcy in violation of 18 U.S.C. § 152(3).  
13 Defendant agrees he is in fact guilty of these charges and that the facts set forth in the Factual Basis for  
14 Plea attached hereto as Exhibit A are accurate. The defendant agrees that this plea agreement will be  
15 filed with the Court and become a part of the record of the case.

16 The defendant agrees that the statements made by him in signing this Agreement, including the  
17 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by  
18 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a  
19 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)  
20 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this  
21 Agreement generally.

22 **B. Restitution.**

23 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of  
24 certain offenses. Defendant agrees that his conduct is governed by the Mandatory Restitution Act  
25 pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii) and agrees to pay the full amount of restitution to all victims  
26 affected by this offense, including, but not limited to, the victims covered in the factual basis, victims  
27 covered in those counts to be dismissed as part of the plea agreement pursuant to 18 U.S.C. §  
28 3663A(a)(3), and other victims as a result of the defendant's conduct for the offenses charged from the

1 periods of 2007 through 2010. Defendant understands that the Government will be seeking a restitution  
2 order consistent with the figures set forth in the Factual Basis for Plea.

3 **C. Fine.**

4 The defendant reserves the right to argue inability to pay, but agrees to pay whatever criminal  
5 fine the Court might order.

6 **D. Special Assessment.**

7 The defendant agrees to pay a special assessment of \$200 at the time of sentencing by delivering  
8 a check or money order payable to the United States District Court to the United States Probation Office  
9 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at  
10 the time of sentencing, he agrees to earn the money to pay the assessment, if necessary by participating  
11 in the Inmate Financial Responsibility Program.

12 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

13 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws his plea,  
14 or tries to withdraw his plea, this plea agreement is voidable at the option of the government. The  
15 government will no longer be bound by its representations to the defendant concerning the limits on  
16 criminal prosecution and sentencing as set forth herein. One way a cooperating defendant violates the  
17 plea agreement is to commit any crime or provide any statement or testimony which proves to be  
18 knowingly false, misleading, or materially incomplete. Any post-plea conduct by a defendant  
19 constituting obstruction of justice will also be a violation of the agreement. The determination whether  
20 the defendant has violated the plea agreement will be under a probable cause standard.

21 If the defendant violates the plea agreement, withdraws his plea, or tries to withdraw his plea, the  
22 government shall have the right (1) to prosecute the defendant on any of the counts to which he/she  
23 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and (3)  
24 to file any new charges that would otherwise be barred by this plea agreement. The defendant shall  
25 thereafter be subject to prosecution for any federal criminal violation of which the government has  
26 knowledge, including perjury, false statements, and obstruction of justice. The decision to pursue any or  
27 all of these options is solely in the discretion of the United States Attorney's Office.

28 By signing this plea agreement, the defendant agrees to waive any objections, motions, and

1 defenses that the defendant might have to the government's decision. Any prosecutions that are not  
2 time-barred by the applicable statute of limitations as of the date of this plea agreement may be  
3 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of  
4 limitations between the signing of this plea agreement and the commencement of any such prosecutions.  
5 The defendant agrees not to raise any objections based on the passage of time with respect to such  
6 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy  
7 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as  
8 of the date of this plea agreement.

9 In addition, (1) all statements made by the defendant to the government or other designated law  
10 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,  
11 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or  
12 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no  
13 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal  
14 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by  
15 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.  
16 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

17 **F. Forfeiture.**

18 The defendant also voluntarily stipulates and agrees that as part of his sentence the Court should,  
19 pursuant to Fed. R. Crim. P. 32.2(b), order a forfeiture money judgment in an amount to be determined  
20 by the Court.

21 The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of  
22 assets. The defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses  
23 to the forfeiture in any proceeding. The defendant agrees to waive any jeopardy defense, and agrees to  
24 waive any claim or defense under the Eighth Amendment to the United States Constitution, including  
25 any claim of excessive fine, to the forfeiture of the assets by the United States, the State of California or  
26 its subdivisions.

27 The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any  
28 defenses or defects that may pertain to the forfeiture.

1           **G. Asset Disclosure.**

2           The defendant agrees to make a full and complete disclosure of his assets and financial  
3 condition, and will complete the United States Attorney's Office's "Authorization to Release  
4 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change  
5 of plea. The defendant also agrees to have the Court enter an order to that effect. The defendant  
6 understands that this plea agreement is voidable at the option of the government if the defendant fails to  
7 complete truthfully and provide the described documentation to the United States Attorney's office  
8 within the allotted time.

9                                   **III. THE GOVERNMENT'S OBLIGATIONS**

10           **A. Dismissals**

11           The government agrees to move, at the time of sentencing, to dismiss without prejudice the  
12 remaining counts in the pending indictment. The government agrees not to reinstate any dismissed  
13 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation  
14 of Plea Agreement by Defendant/Withdrawal of Plea(s)), and/or VII.B (Waiver of Appeal and Collateral  
15 Attack) herein.

16           **B. Nonprosecution**

17           The government agrees not to file any additional charges against the defendant that are complete  
18 as of the date of defendant's entry of plea and based on the facts set forth in the factual basis. This  
19 nonprosecution provision is voidable as provided herein in paragraphs II.E (Violation of Plea Agreement  
20 by Defendant/Withdrawal of Plea(s)), and/or VII.B (Waiver of Appeal and Collateral Attack).

21           **C. Acceptance of Responsibility**

22           The government will recommend a two-level reduction (if the offense level is less than 16) or a  
23 three-level reduction (if the offense level reaches 16) in the computation of his offense level if the  
24 defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §  
25 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of  
26 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging  
27 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the  
28 preparation of the pre-sentence report or during the sentencing proceeding.

1 **IV. ELEMENTS OF THE OFFENSE**

2 The defendant fully understands the nature and elements of the crimes charged in the indictment  
3 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with  
4 his attorney.

5 **A. Wire Fraud**

6 At a trial, the government would have to prove beyond a reasonable doubt the following  
7 elements of the first offense to which the defendant is pleading guilty, wire fraud:

8 First, the defendant knowingly participated in, devised, or intended to devise a scheme or plan to  
9 defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses,  
10 representations, or promises;

11 Second, the statements made or facts omitted as part of the scheme were material; that is, they  
12 had a natural tendency to influence, or were capable of influencing, a person to part with money or  
13 property;

14 Third, the defendant acted with the intent to defraud, that is, the intent to deceive or cheat; and

15 Fourth, the defendant used, or caused to be used, an interstate wire communication to carry out  
16 or attempt to carry out an essential part of the scheme.

17 **B. False Statements in Bankruptcy**

18 At a trial, the government would have to prove beyond a reasonable doubt the following  
19 elements of the second offense to which the defendant is pleading guilty, false statements in bankruptcy:

20 First, bankruptcy proceedings were occurring;

21 Second, that a statement under penalty of perjury was made in or in relation to the bankruptcy  
22 proceedings;

23 Third, the statement was made as to a material fact;

24 Fourth, the statement was false; and

25 Fifth, the statement was knowingly and fraudulently made

26 **V. MAXIMUM SENTENCE**

27 **A. Maximum Penalty.**

28 For wire fraud the maximum sentence that the Court can impose is 20 years of incarceration; a

1 fine of the greatest of \$250,000, twice the gain, or twice the loss; a 3-year period of supervised release  
2 and a special assessment of \$100. For false statements in bankruptcy, the maximum sentence that the  
3 Court can impose is 5 years of incarceration; a fine of the greatest of \$250,000, twice the gain, or twice  
4 the loss; a 3-year period of supervised release; and a special assessment of \$100. The defendant agrees  
5 that the restitution order is not restricted to the amounts alleged in the specific count(s) to which he is  
6 pleading guilty. The defendant further agrees, as noted above, that he will not attempt to discharge in  
7 any present or future bankruptcy proceeding any restitution imposed by the Court.

8 **B. Violations of Supervised Release.**

9 The defendant understands that if he violates a condition of supervised release at any time during  
10 the term of supervised release, the Court may revoke the term of supervised release and require the  
11 defendant to serve up to 2 additional years imprisonment on each count.

12 **VI. SENTENCING DETERMINATION**

13 **A. Statutory Authority.**

14 The defendant understands that the Court must consult the Federal Sentencing Guidelines and  
15 must take them into account when determining a final sentence. The defendant understands that the  
16 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the  
17 Sentencing Guidelines and must take them into account when determining a final sentence. The  
18 defendant understands that the Court will determine a non-binding and advisory guideline sentencing  
19 range for this case pursuant to the Sentencing Guidelines. The defendant further understands that the  
20 Court will consider whether there is a basis for departure from the guideline sentencing range (either  
21 above or below the guideline sentencing range) because there exists an aggravating or mitigating  
22 circumstance of a kind, or to a degree, not adequately taken into consideration by the Sentencing  
23 Commission in formulating the Guidelines. The defendant further understands that the Court, after  
24 consultation and consideration of the Sentencing Guidelines, must impose a sentence that is reasonable  
25 in light of the factors set forth in 18 U.S.C. § 3553(a).

26 **B. No Sentencing Agreement**

27 The parties have no agreement as to the appropriate sentence in this case.  
28

1 **VII. WAIVERS**

2 **A. Waiver of Constitutional Rights.**

3 The defendant understands that by pleading guilty he is waiving the following constitutional  
4 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to  
5 be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to  
6 testify on his behalf; (e) to confront and cross-examine witnesses against him; and (f) not to be  
7 compelled to incriminate himself.

8 **B. Waiver of Appeal and Collateral Attack.**

9 The defendant understands that the law gives the defendant a right to appeal his guilty plea,  
10 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to  
11 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not  
12 exceed the combined statutory maximums for the offenses to which he is pleading guilty. The defendant  
13 specifically gives up the right to appeal any order of restitution the Court may impose.

14 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if  
15 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the  
16 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant  
17 understands that these circumstances occur infrequently and that in almost all cases this Agreement  
18 constitutes a complete waiver of all appellate rights.

19 In addition, regardless of the sentence the defendant receives, the defendant also gives up any  
20 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any  
21 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

22 Notwithstanding the agreement in paragraphs III.A and III.B above that the government will  
23 move to dismiss counts against the defendant and not prosecute him for some additional crimes, if the  
24 defendant ever attempts to vacate his plea(s), dismiss the underlying charges, or modify or set aside his  
25 sentence on any of the counts to which he is pleading guilty, the government shall have the rights set  
26 forth in Section II.E herein.

27 **C. Waiver of Attorneys' Fees and Costs.**

28 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-



1 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
2 investigation and prosecution of all charges in the above-captioned matter and of any related allegations  
3 (including without limitation any charges to be dismissed pursuant to this plea agreement and any  
4 charges previously dismissed).

5 **D. Impact of Plea on Defendant's Immigration Status.**

6 Defendant recognizes that pleading guilty may have consequences with respect to his  
7 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes  
8 are removable offenses, including offense(s) to which the defendant is pleading guilty. Indeed, because  
9 defendant is pleading guilty to a large-scale fraud, removal is presumptively mandatory for a noncitizen.  
10 Removal and other immigration consequences are the subject of a separate proceeding, however, and  
11 defendant understands that no one, including his attorney or the district court, can predict to a certainty  
12 the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to  
13 plead guilty regardless of any immigration consequences that his plea may entail, even if the  
14 consequence is his automatic removal from the United States.

15 **E. Debarment.**

16 The defendant understands that, upon sentencing, the government will report his conviction to  
17 the Department of Justice's Bureau of Justice Assistance pursuant to 10 U.S.C. § 2408 for inclusion in  
18 the Defense Procurement Fraud Debarment Clearinghouse database and the System for Award  
19 Management of the General Services Administration. The defendant understands that 10 U.S.C. § 2408  
20 provides for a mandatory term of debarment of at least five years, which term may only be waived if the  
21 Secretary of Defense determines a waiver is in the interests of national security. The defendant  
22 understands that he also may be subject to the administrative action by other federal or state agencies,  
23 based upon the conviction resulting from this Plea Agreement and upon grounds other than 10 U.S.C. §  
24 2408, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take.  
25 The defendant nevertheless affirms that he wants to plead guilty regardless of the debarment or  
26 administrative action consequences of his plea. Therefore, the defendant waives any and all challenges  
27 to his guilty plea and to his sentence based on the debarment or administrative action consequences of  
28 his plea, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of

1 collateral attack challenging his guilty plea, conviction, or sentenced based on such consequences of his  
2 guilty plea. However, the government agrees that, if requested, it will advise the appropriate officials of  
3 any governmental agency considering such administrative action of the fact, manner, and extent of any  
4 cooperation of the defendant as a matter for that agency to consider before determining what  
5 administrative action, if any, to take.

6 **VIII. ENTIRE PLEA AGREEMENT**

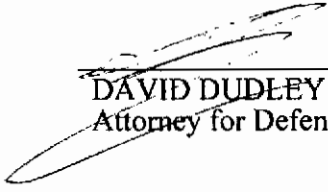
7 Other than this plea agreement, no agreement, understanding, promise, or condition between the  
8 government and the defendant exists, nor will such agreement, understanding, promise, or condition  
9 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and  
10 counsel for the United States.

11 **IX. APPROVALS AND SIGNATURES**

12 **A. Defense Counsel.**

13 I have read this plea agreement and have discussed it fully with my client. The plea agreement  
14 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to  
15 plead guilty as set forth in this plea agreement.

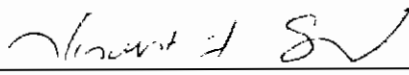
16 Dated: 3/20/14

17   
18 **DAVID DUDLEY**  
Attorney for Defendant

19 **B. Defendant:**

20 I have read this plea agreement and carefully reviewed every part of it with my attorney. I  
21 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully  
22 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my  
23 case. No other promises or inducements have been made to me, other than those contained in this plea  
24 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.  
25 Finally, I am satisfied with the representation of my attorney in this case.

26 Dated: 3/20/14

27   
28 **VINCENT THAKUR SINGH**  
Defendant

1           **C.    Attorney for United States:**

2           I accept and agree to this plea agreement on behalf of the government.

3  
4   Dated: 3/20/14

BENJAMIN B. WAGNER  
United States Attorney

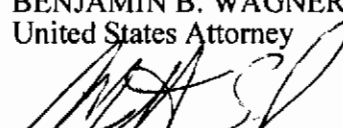
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EXHIBIT "A"

Factual Basis for Plea(s)

Between January 1, 2007 and August 24, 2010, from offices in Elk Grove in Sacramento County, Vincent Thakur Singh ("Defendant") solicited investors to invest in Perfect Financial Group, Inc.. According to the people who gave Defendant money, Defendant told investors that Perfect Financial Group was engaged in the business of hard money lending and that their money would be used to make safe loans for a high rate of return. Often, Defendant told potential investors that he was seeking their money to use it for particular lending opportunities that he said were time sensitive. Defendant's statements about how he intended to generate profits affected investors' decisions to give Defendant money. Because of what he told investors, Defendant convinced more than 50 persons to give him in excess of \$15 million. They often followed his instructions to transmit money to him by interbank wire.

Bank and casino business records show that Defendant did not use all investor money in the way that he had told investors. Defendant transferred investor money among over twenty different bank accounts that he controlled even though they were under the names of various individuals and corporate entities. Through those accounts, Defendant used investor money as follows:

- he gambled \$12 million;
- he made \$2 million worth of currency withdrawals;
- he spent \$880,000 on a film project;
- he made a \$370,000 down payment on a commercial property for a business that he controlled; and
- he spent over \$500,000 to buy two retail properties.

Defendant did not tell R.R. and most other prospective investors that he was using their money for the above-described purposes. (Defendant contends that he did tell some investors that their money would be used for purposes other than hard money lending.) Defendant told no investor that he was using investor money to gamble with.

Defendant did make payments worth millions of dollars to his investors. Those payments had the intended effect of making Perfect Financial Group appear successful in using money in the way that Defendant had described to induce investors to entrust their money to him. For that reason, some investors gave Defendant even more of their money after they received these payments. Bank records show that when Defendant made these payments, he was generally using investors' principal. The appearance of a successful business venture was false.

Defendant's false statements and pretenses convinced R.R., among others, to invest with him. In order to do so, R.R. on December 17, 2009, wired \$50,000 to an account controlled by Defendant at Bank of the West. According to bank records, R.R.'s transfer was accomplished through the Federal Reserve Bank of New York and caused a wiring from New Jersey to California.

On August 19, 2010, Defendant filed a voluntary bankruptcy petition in the Eastern District of California. In the year preceding the filing, Defendant had caused to be closed nineteen bank accounts that had been held in the names of other individuals and entities for his benefit and that he had used to hold and transfer approximately \$5 million in investor money.

On September 28, 2010, Defendant filed a "Statement of Financial Affairs" under penalty of perjury. He knowingly and fraudulently answered "none" in response to Question 11, which instructed:

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held

1 in banks, credit unions, pension funds, cooperatives, associations,  
2 brokerage houses and other financial institutions. (Married debtors filing  
3 under chapter 12 or chapter 13 must include information concerning  
4 accounts or instruments held by or for either or both spouses whether or  
5 not a joint petition is filed, unless the spouses are separated and a joint  
6 petition is not filed.)

7 Defendant's omission of nineteen bank accounts from his Statement of Financial Affairs affected the  
8 way that the trustee administered his bankruptcy estate.

9 Subsequently, in an examination under oath, Defendant admitted that he had not used investor  
10 money to make any hard money loans and he further admitted that he had used investor money to pay  
11 other investors.

12 Some of the victims have provided copies of emails that Singh sent them describing particular  
13 hard money lending opportunities that their money would be used for. Others have emails saying that  
14 their money would be used strictly for second notes. However, it is also true that many victims received  
15 notes from Singh broadly stating that their money would be used as operating capital for Perfect  
16 Financial.  
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