

FILED ENTERED
LODGED RECEIVED

Chief Judge Pechman

MAR 05 2015

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPT

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff

v.

ALEKSANDR KRAVCHENKO,

Defendant.

NO. CR09-159MJP

PLEA AGREEMENT

The United States of America, by and through Annette L. Hayes, Acting United States Attorney for the Western District of Washington, and Tessa M. Gorman and Thomas M. Woods, Assistant United States Attorneys for said District, Defendant, ALEKSANDR KRAVCHENKO, and his attorney, Todd Maybrown, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c):

1. **Waiver of Indictment.** Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter pleas of guilty to the charges brought by the United States Attorney in a Superseding Information.

2. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enter pleas of guilty to the following charges contained in Counts 1 and 2 of the Superseding Information:

1 Conspiracy, in violation of Title 18, United States Code, Section 371 (Count 1) and
2 Willfully Filing a False Tax Return, in violation of Title 26, United States Code, Section
3 7206(1) (Count 2). By entering these pleas of guilty, Defendant hereby waives all
4 objections to the form of the charging document and also waives any objection to venue.
5 Defendant further understands that before entering his pleas of guilty, he will be placed
6 under oath. Any statement given by Defendant under oath may be used by the United
7 States in a prosecution for perjury or false statement.

8 **3. Elements of the Offense.**

9 **A. Count 1 – Conspiracy**

10 The elements of the offense of Conspiracy, in violation of Title 18, United States
11 Code, Section 371, are as follows:

12 First, there was an agreement between two or more persons to commit at least one
13 crime as charged in the information;

14 Second, the defendant became a member of the conspiracy knowing its object and
15 intending to help accomplish it; and

16 Third, one of the members of the conspiracy performed at least one overt act for
17 the purpose of carrying out the conspiracy.

18 The elements of the object of the conspiracy, are as follows:

19 Bank Fraud

20 First, the defendant knowingly carried out a scheme or plan to defraud and to
21 obtain money or property from a financial institution by making false statements or
22 promises;

23 Second, the defendant knew that the statements or promises were false;

24 Third, the statements or promises were material, that is they would reasonably
25 influence a financial institution to part with money or property;

26 Fourth, the defendant acted with intent to defraud; and

27 Fifth, the financial institution was federally insured.
28

1 **B. Count 2 – Willfully Filing a False Tax Return**

2 The elements of the offense of Willfully Filing a False Tax Return, in violation of
3 Title 26, United States Code, Section 7206(1), are as follows:

4 First, the defendant made and signed a tax return for the year 2006 that he knew
5 contained false or incorrect information as to a material matter;

6 Second, the return contained a written declaration that it was being signed subject
7 to the penalties of perjury; and

8 Third, in filing the false tax return, the defendant acted willfully.

9 4. **The Penalties.** Defendant understands that the statutory penalties for the
10 offense of Conspiracy are as follows: imprisonment for up to five years, a fine of up to
11 \$250,000, a period of supervision following release from prison of up to three years, and
12 a special assessment of \$100. If Defendant receives a sentence of probation, the
13 probationary period could be up to five years. Defendant agrees that the special
14 assessment shall be paid at or before the time of sentencing.

15 Defendant understands that the statutory penalties for the offense of Willfully
16 Filing a False Tax Return are as follows: imprisonment for up to three years, a fine of up
17 to \$250,000, a period of supervision following release from prison of up to one year, and
18 a special assessment of \$100. If Defendant receives a sentence of probation, the
19 probationary period could be up to five years. Defendant agrees that the special
20 assessment shall be paid at or before the time of sentencing.

21 Defendant further understands that a consequence of pleading guilty may include
22 the forfeiture of certain property either as a part of the sentence imposed by the Court, or
23 as a result of civil judicial or administrative process.

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, Defendant could be returned to prison for all or part of the term of
28

1 supervised release that was originally imposed. This could result in the Defendant
2 serving a total term of imprisonment greater than the statutory maximum stated above.

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

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

10 5. **Rights Waived by Pleading Guilty.** Defendant understands that by
11 pleading guilty, he knowingly and voluntarily waives the following rights:

- 12 a. The right to plead not guilty and to persist in a plea of not guilty;
- 13 b. The right to a speedy and public trial before a jury of his peers;
- 14 c. The right to the effective assistance of counsel at trial, including, if
15 Defendant could not afford an attorney, the right to have the Court appoint one for him;
- 16 d. The right to be presumed innocent until guilt has been established beyond a
17 reasonable doubt at trial;
- 18 e. The right to confront and cross-examine witnesses against Defendant at
19 trial;
- 20 f. The right to compel or subpoena witnesses to appear on his behalf at trial;
- 21 g. The right to testify or to remain silent at trial, at which trial such silence
22 could not be used against Defendant; and
- 23 h. The right to appeal a finding of guilt or any pretrial rulings.

24 6. **United States Sentencing Guidelines.** Defendant understands and
25 acknowledges that, at sentencing, the Court must consider the sentencing range
26 calculated under the United States Sentencing Guidelines, together with the other factors
27 set forth in Title 18, United States Code, Section 3553(a), including: (1) the nature and
28 circumstances of the offense; (2) the history and characteristics of the defendant; (3) the

1 need for the sentence to reflect the seriousness of the offense, to promote respect for the
2 law, and to provide just punishment for the offense; (4) the need for the sentence to
3 afford adequate deterrence to criminal conduct; (5) the need for the sentence to protect
4 the public from further crimes of the defendant; (6) the need to provide the defendant
5 with educational and vocational training, medical care, or other correctional treatment in
6 the most effective manner; (7) the kinds of sentences available; (8) the need to provide
7 restitution to victims; and (9) the need to avoid unwarranted sentence disparity among
8 defendants involved in similar conduct who have similar records. Accordingly,
9 Defendant understands and acknowledges that:

10 a. The Court will determine his applicable Sentencing Guidelines range at the
11 time of sentencing;

12 b. After consideration of the Sentencing Guidelines and the factors in
13 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
14 maximum term authorized by law;

15 c. The Court is not bound by any recommendation regarding the sentence to
16 be imposed, or by any calculation or estimation of the Sentencing Guidelines range
17 offered by the parties or the United States Probation Department, or by any stipulations
18 or agreements between the parties in this Plea Agreement; and

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

21 7. **Sentencing Factors.** The parties agree that the following Sentencing
22 Guidelines provisions apply to this case for Count 1:

23 a. A base offense level of 6, pursuant to USSG § 2B1.1(a)(1);

24 b. A twenty-point enhancement to the base offense level, pursuant to
25 USSG § 2B1.1(b)(1)(K), because the loss exceeded \$7,000,000, but was less than
26 \$20,000,000.

27 c. A two-point enhancement to the base offense level, pursuant to
28 USSG § 3C1.1, because the defendant willfully obstructed the administration of justice.

1 The parties agree that the following Sentencing Guidelines provisions apply to this
2 case for Count 2:

3 a. A base offense level of 18, pursuant to USSG §2T4.1(G), because
4 the tax loss was more than \$200,000, but less than \$400,000.

5 The parties agree they are free to argue the application of any other provisions of
6 the United States Sentencing Guidelines. Defendant understands, however, that at the
7 time of sentencing, the Court is free to reject these stipulated adjustments, and is further
8 free to apply additional downward or upward adjustments in determining Defendant's
9 Sentencing Guidelines range.

10 8. **Ultimate Sentence.** Defendant acknowledges that no one has promised or
11 guaranteed what sentence the Court will impose.

12 9. **Sentencing Recommendation.** The parties each will recommend a term of
13 imprisonment of 60 months on Count 1, and 36 months on Count 2, with both counts to
14 run concurrently to one another, for a total term of imprisonment of 60 months. The
15 parties are free to recommend any other conditions of the sentence, including any terms
16 of supervised release. Defendant understands that the Court is not bound by the parties'
17 recommendations.

18 10. **Restitution.** As for Count 1, Defendant shall make restitution at
19 sentencing in the amount of \$10,759,722.44. As for Count 2, Defendant shall make
20 restitution in an amount of \$370,541.30. Said amounts shall be due and payable
21 immediately and shall be paid in accordance with a schedule of payments as proposed by
22 the United States Probation Office and ordered by the Court.

23 11. **Statement of Facts.** The parties agree on the following facts. Defendant
24 admits he is guilty of the charged offense.

25 a. ALEKSANDR KRAVCHENKO, working in concert with others,
26 engaged in a scheme to defraud Westsound Bank. Westsound Bank was a financial
27 institution that was based in Bremerton, Washington. Westsound Bank's deposits were
28 federally-insured by the Federal Deposit Insurance Corporation ("FDIC").

1 b. The purpose of the conspiracy was to defraud Westsound Bank, by,
2 among other things: (a) locating residential real properties that were available for
3 purchase and recruiting otherwise unqualified buyers to participate in purchasing and
4 building on the properties; (b) submitting false and fraudulent construction loan
5 applications and related documents to Westsound Bank, thereby causing Westsound
6 Bank to make loans; and (c) diverting a portion of the fraudulently-obtained loan
7 proceeds for ALEKSANDR KRAVCHENKO's personal use and benefit, and to further
8 the fraud scheme.

9 c. After identifying a suitable property, ALEKSANDR
10 KRAVCHENKO would recruit an individual to purchase the property. The individual,
11 using Galina Kravchenko as the real estate agent, would enter into a contract directly
12 with the seller to purchase the property. Alternatively, ALEKSANDR KRAVCHENKO,
13 using Galina Kravchenko as his real estate agent, initially would enter into a contract
14 with the seller to purchase the property for one of his companies. ALEKSANDR
15 KRAVCHENKO would then recruit an individual to assume the contract and purchase
16 the property for himself. ALEKSANDR KRAVCHENKO ultimately would assign the
17 contract to the individual who agreed to assume the contract and purchase the property.

18 d. After an individual had been recruited, ALEKSANDR
19 KRAVCHENKO would introduce the individual to a particular loan officer at the Federal
20 Way, Washington, branch of Westsound Bank. ALEKSANDR KRAVCHENKO
21 referred these individuals to the loan officer for the purpose of obtaining a loan to finance
22 the purchase and construction of the properties that the individuals had agreed to
23 purchase.

24 e. As part of the loan applications, ALEKSANDR KRAVCHENKO
25 prepared, or caused others to prepare, the "Uniform Residential Loan Application"
26 (hereafter "Loan Application"). The Loan Application, commonly referred to as a
27 mortgage loan application, is a universally used mortgage loan application developed by
28 federal government agencies and utilized by financial institutions and other lenders in the

1 mortgage loan approval process. The Loan Application requires prospective borrowers to
2 submit a complete and accurate financial history, including employment information,
3 monthly income, assets and liabilities, details of the residential real estate transaction, and
4 whether the property will be used as the borrower's primary residence. The Loan
5 Application includes an "Acknowledgment and Agreement" clause, pursuant to which
6 borrowers acknowledge that the information provided is true and correct.

7 f. ALEKSANDR KRAVCHENKO submitted, and caused to be
8 submitted, false and fraudulent Loan Applications, together with false and fraudulent
9 supporting documentation related to the employment, income, assets and tax information
10 to Westsound Bank to secure the loans. On many occasions, ALEKSANDR
11 KRAVCHENKO submitted, and caused to be submitted, fake documents in support of
12 the applications, including phony tax returns and IRS Form W-2s that overstated the
13 borrowers' income. Moreover, many of the applications also included false purchase and
14 sale agreements with amendments, false construction contracts, and false plans and
15 specifications for homes larger than those which were actually being built.

16 g. ALEKSANDR KRAVCHENKO also caused the applications to
17 certify that the borrowers would be the occupant of the home after it was constructed.
18 However, the borrowers had no intention of living in the homes.

19 h. ALEKSANDR KRAVCHENKO also frequently provided funds to
20 the borrowers to inflate their bank accounts, in an effort to secure the construction loans
21 from Westsound Bank.

22 i. ALEKSANDR KRAVCHENKO represented and caused to be
23 represented to Westsound Bank that the Loan Applications and related documentation
24 submitted on behalf of prospective borrowers reflected complete and accurate
25 information.

26 j. ALEKSANDR KRAVCHENKO, and/or his business entities,
27 including Artisan Custom Homes and Pallazzo Homes, would receive, at the time of
28

1 closing, a “development fee” for their efforts in securing funding for the borrowers. The
2 loan amount requested had to be inflated to account for the “development fee.”

3 k. Westsound Bank extended financing on the basis of the false
4 representations. Specifically, Westsound Bank issued 55 loans totaling approximately
5 \$49 million dollars to borrowers recruited by ALEKSANDR KRAVCHENKO who
6 submitted Loan Applications containing material misstatements like the ones described
7 above. Westsound Bank ultimately suffered a loss on the loans totaling approximately
8 \$10,759,722.44.

9 l. The following is a representative transaction that ALEKSANDR
10 KRAVCHENKO conducted as part of this scheme:

11 i. On or about June 16, 2007, Artisan Custom Homes entered
12 into a real estate Purchase and Sale Agreement to buy the property located at 32811
13 145th Place SE, Auburn, Washington, for \$470,000. Galina Kravchenko served as the
14 real estate agent for Artisan Custom Homes. On or about June 26, 2007, Artisan Custom
15 Homes assigned its position in purchasing the property to E.P. All other terms and
16 conditions of the Agreement, including Galina Kravchenko’s position as agent, remained
17 the same.

18 ii. On or about July 31, 2007, ALEKSANDR KRAVCHENKO,
19 and others acting under his direction, submitted or caused to be submitted a Loan
20 Application in the name of E.P., to Westsound Bank for consideration of a construction
21 loan in the amount of \$1,195,000. The Loan Application included the following false
22 statements: (1) E.P.’s monthly earnings were \$22,096; (2) E.P. held assets of \$200,000;
23 and (3) E.P. intended to use the property as his primary residence. Moreover, the loan
24 file contained false documentation submitted in support of the Loan Application,
25 including false 2005 and 2006 tax returns for E.P. In addition, ALEKSANDR
26 KRAVCHENKO provided funds to E.P. to inflate E.P.’s bank account. More
27 specifically, on or about July 13, 2007, ALEKSANDR KRAVCHENKO provided
28

1 \$69,500 in cash to a third party who provided it to E.P., who then deposited the cash into
2 E.P.'s Bank of America account.

3 iii. On or about July 20, 2007, as part of its loan approval
4 process, Westsound Bank requested a Verification of Deposit from Bank of America
5 regarding E.P.'s account. On or about that same day, Bank of America sent to
6 Westsound Bank the Verification of Deposit regarding E.P.'s account and listed E.P.'s
7 current account balance as \$69,093.78, with an average balance for twelve months as
8 \$55,333.00. The Verification also provided that E.P.'s account had been opened in
9 February 2006.

10 iv. On or about August 1 and 2, 2007, E.P. withdrew, in two
11 separate withdrawals, a total cash amount of \$69,500. E.P. gave the cash to a third party,
12 who then provided it to ALEKSANDR KRAVCHENKO.

13 v. On or about September 5, 2007, \$69,500 in cash was
14 deposited into the Artisan Custom Homes LLC, Bank of America account.

15 vi. The representations in the Loan Application and file were
16 material and on or about July 31, 2007, Westsound Bank funded the loan.

17 vii. On or about August 3, 2007, at the time of closing, First
18 American Title Insurance Company, the escrow company, issued a check for \$10,000,
19 from the loan proceeds, to Artisan Custom Homes for payment of a "development fee."
20 On or about August 10, 2007, the check was deposited into the Pallazzo Homes LLC, US
21 Bank account, an account controlled by ALEKSANDR KRAVCHENKO.

22 viii. On or about August 6, 2007, Skyline Properties issued a
23 check to Artisan Custom Homes LLC for \$29,311.00, which represented Galina
24 Kravchenko's commission from the purchase of the property at 32811 145th Place SE,
25 Auburn, Washington. On or about August 10, 2007, the check was deposited into
26 Pallazzo Homes US Bank account.

27 m. ALEKSANDR KRAVCHENKO willfully failed to report income to
28 the Internal Revenue Service that he earned as part of this scheme. Specifically,

1 ALEKSANDR KRAVCHENKO failed to report \$534,249 in income for 2006 and
2 \$60,530 in income for 2007, in the returns that he filed with the Internal Revenue
3 Service. ALEKSANDR KRAVCHENKO signed these tax returns under penalty of
4 perjury. The amount of tax owing for these tax years, as well as interest and penalties, is
5 \$370,541.30.

6 12. **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
7 the United States Attorney's Office for the Western District of Washington agrees not to
8 prosecute Defendant for any additional offenses known to it as of the time of this
9 Agreement that are based upon evidence in its possession at this time, and that arise out
10 of the conduct giving rise to this investigation. In this regard, Defendant recognizes the
11 United States has agreed not to prosecute all of the criminal charges the evidence
12 establishes were committed by Defendant solely because of the promises made by
13 Defendant in this Agreement. Defendant agrees, however, that for purposes of preparing
14 the Presentence Report, the United States Attorney's Office will provide the United
15 States Probation Office with evidence of all conduct committed by Defendant.
16 Defendant agrees that any charges to be dismissed before or at the time of sentencing
17 were substantially justified in light of the evidence available to the United States, were
18 not vexatious, frivolous or taken in bad faith, and do not provide Defendant with a basis
19 for any future claims under the "Hyde Amendment," Pub. L. No. 105-119 (1997).

20 13. **Acceptance of Responsibility.** Defendant understands that *if* the district
21 court concludes Defendant qualifies for a downward adjustment for acceptance of
22 responsibility pursuant to USSG § 3E1.1(a), the government will not oppose Defendant
23 receiving a two-point reduction to his total offense level. Defendant understands that the
24 government will **not** recommend that the Defendant receive an additional one-point
25 reduction pursuant to USSG § 3E1.1(b), given the Defendant's flight from prosecution.

26
27 14. **Cooperation.**
28

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

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

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

22 d. The parties agree that information provided by Defendant in
23 connection with this Plea Agreement shall not be used to determine Defendant's
24 sentence, except to the extent described in USSG §1B1.8.

25 e. In exchange for Defendant's cooperation as described above, and
26 conditioned upon Defendant's fulfillment of all provisions of this Plea Agreement, the
27 United States Attorney agrees to make the sentencing recommendation set forth above in
28 paragraph 9, and to advise the Probation Office and the Court of the extent and usefulness

1 of Defendant's cooperation. Defendant understands and expressly acknowledges,
2 however, that the United States will **not** file a USSG § 5K1.1 motion for downward
3 departure.

4 f. Defendant agrees that Defendant's sentencing date may be delayed
5 based on the United States' need for Defendant's continued cooperation and agrees not to
6 object to any continuances of Defendant's sentencing date sought by the United States.

7 g. Defendant also agrees that, pursuant to the Sentencing
8 Recommendation paragraph, above, and notwithstanding the extent of his cooperation, he
9 will ask for a sentence of imprisonment of 60 months on Count 1, and 36 months on
10 Count 2, with both counts to run concurrently to one another, for a total term of
11 imprisonment of 60 months.

12 15. **Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that if
13 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea
14 Agreement and Defendant may be prosecuted for all offenses for which the United States
15 has evidence. Defendant agrees not to oppose any steps taken by the United States to
16 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
17 Agreement. Defendant also agrees that if Defendant is in breach of this Plea Agreement,
18 Defendant has waived any objection to the re-institution of any charges in the Indictment
19 that were previously dismissed or any additional charges that had not been prosecuted.
20 Defendant further understands that if, after the date of this Agreement, Defendant should
21 engage in illegal conduct, or conduct that is in violation of his conditions of his release
22 (examples of which include, but are not limited to: obstruction of justice, failure to appear
23 for a court proceeding, criminal conduct while pending sentencing, and false statements
24 to law enforcement agents, the Pretrial Services Officer, Probation Officer, or Court), the
25 United States is free under this Agreement to file additional charges against Defendant or
26 to seek a sentence that takes such conduct into consideration by requesting the Court to
27 apply additional adjustments or enhancements in its Sentencing Guidelines calculations
28 in order to increase the applicable advisory Guidelines range, and/or by seeking an

1 upward departure or variance from the calculated advisory Guidelines range. Under
2 these circumstances, the United States is free to seek such adjustments, enhancements,
3 departures, and/or variances even if otherwise precluded by the terms of the plea
4 agreement.

5 **16. Interdependence of Plea Agreements.** Defendant acknowledges that the
6 United States has conditioned its willingness to enter into this Plea Agreement on the
7 Court's acceptance of the guilty plea and Plea Agreement by Galina Kravchenko, a
8 defendant in the above-captioned case. As a result, if either Defendant or Galina
9 Kravchenko fails to enter into, and plead guilty pursuant to the terms of the respective
10 Plea Agreements, or if either Defendant or Galina Kravchenko later seeks to withdraw
11 the resulting guilty pleas, the United States may, at its election, withdraw from either or
12 both Plea Agreements. If the United States chooses to withdraw from this Plea
13 Agreement under these circumstances, Defendant understands that the United States will
14 seek an Indictment against both parties for all crimes for which the United States has
15 sufficient evidence.

16 **17. Notice Regarding Detention.** Defendant understands that the government
17 will request that Defendant be detained pending sentencing. Defendant agrees not to
18 oppose this request, and agrees that the government can establish that he poses a risk of
19 flight under the Bail Reform Act.

20 **18. Tax Loss.** Defendant understands that this Plea Agreement does not
21 preclude the Internal Revenue Service from assessing and determining any civil tax,
22 penalties, and/or interest that may be owed by Defendant. In addition, Defendant
23 understands that Defendant is required to pay costs of prosecution.

24 **19. Waiver of Appeal.** Defendant acknowledges that by entering the guilty
25 pleas required by this plea agreement, Defendant waives all rights to appeal from his
26 conviction and any pretrial rulings of the court. Defendant further agrees that, provided
27 the court imposes a custodial sentence that is within or below the Sentencing Guidelines
28 range (or the statutory mandatory minimum, if greater than the Guidelines range) as

1 determined by the court at the time of sentencing, Defendant waives to the full extent of
2 the law:

3 a. Any right conferred by Title 18, United States Code, Section 3742,
4 to challenge, on direct appeal, the sentence imposed by the court, including any fine,
5 restitution order, probation or supervised release conditions, or forfeiture order (if
6 applicable); and

7 b. Any right to bring a collateral attack against the conviction and
8 sentence, including any restitution order imposed, except as it may relate to the
9 effectiveness of legal representation; and

10 This waiver does not preclude Defendant from bringing an appropriate motion
11 pursuant to 28 U.S.C. § 2241, to address the conditions of his confinement or the
12 decisions of the Bureau of Prisons regarding the execution of his sentence.

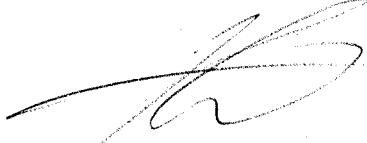
13 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
14 attacking (except as to effectiveness of legal representation) the conviction or sentence in
15 any way, the United States may prosecute Defendant for any counts, including those with
16 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
17 Agreement.

18 20. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into
19 this Plea Agreement freely and voluntarily and that no threats or promises, other than the
20 promises contained in this Plea Agreement, were made to induce Defendant to enter this
21 plea of guilty.


22 21. **Statute of Limitations.** In the event this Agreement is not accepted by the
23 Court for any reason, or Defendant has breached any of the terms of this Plea Agreement,
24 the statute of limitations shall be deemed to have been tolled from the date of the Plea
25 Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea
26 Agreement by the Court; or (2) thirty (30) days following the date on which a breach of
27 the Plea Agreement by Defendant is discovered by the United States Attorney's Office.
28

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

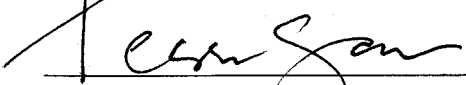
Dated this 5th day of March, 2015.



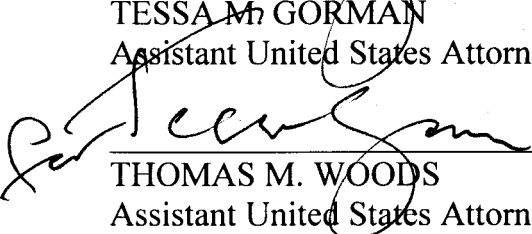
ALEKSANDR KRAVCHENKO
Defendant



TODD MAYBROWN
Attorney for Defendant



TESSA M. GORMAN
Assistant United States Attorney



THOMAS M. WOODS
Assistant United States Attorney