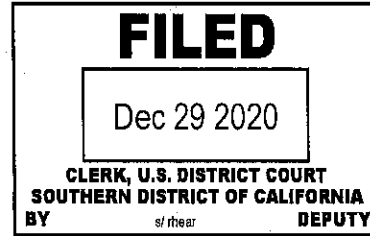


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7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 UNITED STATES OF AMERICA,

Case No. '20 CR3968 BAS

11 v.

PLEA AND DEFERRED PROSECUTION
AGREEMENT

12
13 ROTEM COOPER,

14 Defendant.
15

16 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,
17 through its counsel, Robert S. Brewer, United States Attorney, and Emily W. Allen and
18 Oleksandra Johnson, Assistant U.S. Attorneys, and Defendant ROTEM COOPER, with the
19 advice and consent of Knut Johnson, counsel for Defendant, as follows:

20 **I**

21 **THE PLEA AND DEFERRAL OF JUDGMENT**

22 Defendant agrees to waive Indictment and plead guilty to an Information charging
23 Defendant with conspiracy, in violation of 18 U.S.C. § 371.

24 Upon Defendant's plea of guilty and accompanying factual basis, the parties will
25 request that the Court defer entry of judgment and sentencing for a period of 24 months.
26 The parties will jointly recommend that during the 24-month deferral period, Defendant:
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RC

- 1 1. shall remain under the supervision of United States Pretrial Services and abide by
2 all the terms and conditions of pretrial release imposed by the Court or the Pretrial
3 Services Officer;
- 4 2. shall not violate any federal, state, or local law;
- 5 3. will cooperate as set forth in Section XIV, below;
- 6 4. will pay full restitution to Qualcomm, which the parties estimate is approximately
7 \$27,330; and
- 8 5. will cooperate with the IRS in the computation and collection of any income tax
9 due and owing, including penalties (which shall include a 75% fraud penalty) and
10 interest, for tax years 2010 through 2017, and will make full payment before the
11 end of the 24-month deferral period. Defendant agrees that all information in the
12 possession of IRS-Criminal Investigation agents may be provided to civil revenue
13 officers and agents for the purpose of computing and collecting the tax.

12 At the end of the 24-month deferral period, if Defendant has complied with the above
13 conditions, the United States will move to dismiss the Information with prejudice before
14 sentencing and entry of judgment. In addition, the United States agrees not to bring any
15 additional criminal charges against Defendant for conduct outlined in the "Factual Basis"
16 section of this plea agreement.

17 Conversely, if during the deferral period Defendant fails to comply with any of the
18 conditions set forth in this agreement or otherwise breaches this agreement, the United
19 States may elect, in its sole discretion, to: (1) extend the deferral period for an additional
20 12 months; (2) proceed to sentencing and judgment; or (3) set aside Defendant's plea and
21 proceed as set forth in Section XIII, below. If Defendant contests the United States'
22 determination that Defendant has breached the agreement, Defendant may seek a
23 determination by the Court as to whether a material breach has occurred. Defendant agrees
24 that in the event of Defendant's breach or failure to comply with these conditions, Defendant
25 nevertheless has no right to withdraw the plea. Defendant expressly waives all
26 constitutional and statutory defenses to the initiation of any charges based on conduct
27 outlined in the "Factual Basis" that the United States did not bring pursuant to this plea
28

1 agreement, except that Defendant preserves any statute of limitations defenses that
2 Defendant could have raised up to the date all parties have signed this agreement.

3 II

4 NATURE OF THE OFFENSE

5 A. ELEMENTS EXPLAINED

6 The offense to which Defendant is pleading guilty has the following elements:

- 7 1. There was an agreement between two or more persons to commit wire
- 8 fraud, in violation of 18 U.S.C. § 1343;
- 9 2. The defendant became a member of the conspiracy knowing of its object
- 10 and intending to help accomplish it; and
- 11 3. At least one member of the conspiracy performed at least one overt act
- 12 for the purpose of carrying out the conspiracy.

13 Wire fraud in violation of 18 U.S.C. § 1343 has the following elements:

- 14 1. The defendant knowingly devised a scheme or plan to defraud, or a
- 15 scheme or plan for obtaining money or property by means of false or
- 16 fraudulent pretenses;
- 17 2. The statements made as part of the scheme were material; that is, they
- 18 had a natural tendency to influence, or were capable of influencing, a
- 19 person to part with money or property;
- 20 3. The defendant acted with the intent to defraud; that is, the intent to
- 21 deceive and cheat; and
- 22 4. The defendant used, or caused to be used, an interstate wire transmission
- 23 to carry out an essential part of the scheme.

23 B. ELEMENTS UNDERSTOOD AND ADMITTED – FACTUAL BASIS

24 Defendant has fully discussed the facts of this case with defense counsel. Defendant
25 has committed each element of the crime and admits that there is a factual basis for this
26 guilty plea. In addition, Defendant admits that the following facts are true and undisputed:

- 27 1. Defendant worked as an engineer for Qualcomm Incorporated, a Fortune
- 28 500 telecommunications company based in San Diego, which offered corporate

1 matching of employee donations to charitable organizations. By matching employee
2 donations to local nonprofit organizations, Qualcomm helped to support charitable
3 activities throughout the San Diego community, and encouraged employees to give
4 more generously to causes they care about.

5 2. Y.H. was the director of a religious congregation and community
6 organization located in San Diego. Defendant met Y.H. in around 2010.

7 3. As Defendant later learned, Y.H. was an associate of Yisroel Goldstein
8 (charged elsewhere). Goldstein was the Director and head rabbi of the Chabad of
9 Poway, a religious congregation and community organization located in Poway,
10 California. Goldstein also operated several non-profit entities affiliated with the
11 Chabad, including the Friendship Circle of San Diego ("the Friendship Circle").
12 When an individual made donations to Chabad of Poway, the Friendship Circle, or
13 another affiliated organization, Goldstein often generated donation receipt letters
14 documenting the amount of a donor's contribution and specifically noting that the
15 donation is "tax deductible."

16 4. In around 2010, Y.H. proposed an arrangement in which Defendant
17 would pretend to make a personal donation to Y.H.'s organization and apply for a
18 matching donation from Qualcomm. Y.H. would then secretly funnel back the
19 majority of Defendant's purported donation, in cash payments that would be difficult
20 to trace, while keeping the donation from Qualcomm. Defendant agreed.

21 5. Qualcomm's corporate matching program had certain regulations, and
22 typically excluded sectarian or denominational religious groups from its eligible
23 donation recipients. Y.H. asked Defendant to make his pretend donations payable to
24 the non-sectarian Friendship Circle, which was eligible under Qualcomm's program.

25 6. The Conspiracy: Beginning around August 2010 and continuing through
26 the end of 2017, within the Southern District of California and elsewhere, Defendant
27 knowingly and intentionally conspired with Y.H. and others to commit wire fraud, in
28 violation of 18 U.S.C. § 1343. The purpose of the conspiracy was to fraudulently

1 obtain matching donations from Qualcomm by having Defendant make pretend
2 donations to the Friendship Circle and inducing Qualcomm to match Defendant's
3 purported donations, while in reality Y.H. had agreed to secretly repay the majority
4 of the fraudulent donation back to Defendant. In addition, Y.H. would assist
5 Defendant in fraudulently reducing his taxes by providing fraudulent donation
6 receipts, signed by Goldstein, so that Defendant could verify his fraudulent deduction
7 of these pretend "gifts to charity."

8 7. Overt Acts: In furtherance of the conspiracy, Defendant, Y.H., and
9 others took a number of overt acts, including that on or about September 26, 2017,
10 Defendant wrote a check for \$4,900 to the Friendship Circle, with the memo,
11 "Donation," and used the payment record to induce Qualcomm to make a
12 corresponding donation, while in reality Y.H. had agreed to (and later did) secretly
13 return most of the money to Defendant in a hand-delivered cash payment of
14 approximately \$4,400.

15 8. During the conspiracy, Defendant made approximately 11 fraudulent
16 donations to the Friendship Circle totaling approximately \$28,430. Each time,
17 Defendant applied for corresponding matching donations from Qualcomm, which
18 Qualcomm approved for a total of approximately \$27,330. Each time, Y.H. met
19 Defendant in person to return approximately 90% of Defendant's purported donation
20 in cash. Defendant would also often receive a fraudulent donation receipt letter,
21 signed by Goldstein, so that Defendant could verify his pretend "gifts to charity."

22 9. Defendant falsely represented to Qualcomm that his donations were
23 legitimate, knowing that Qualcomm would not have approved or paid the matching
24 gift if the secret cash repayment had been disclosed. In addition, each year,
25 Defendant reported to the IRS that he had made tax-deductible donations to charity
26 that included the full amount of his fraudulent payments to the Friendship Circle,
27 knowing that he was not entitled to the deduction.

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10. In total, Defendant and Y.H. caused losses to Qualcomm of approximately \$27,330, representing the total amount that Qualcomm donated to the Friendship Circle as a result of Defendant's fraudulent matching requests.

11. In addition, by fraudulently claiming to the IRS that his payments to the Friendship Circle were legitimate tax-deductible donations, and by failing to disclose that in reality Y.H. had secretly kicked back approximately 90% of those purported donations, Defendant underpaid his income taxes for tax years 2010 through 2017 by a total of approximately \$7,960.

III
PENALTIES

The crime to which Defendant is pleading guilty carries the following penalties:

- A. a maximum 5 years in prison;
- B. a maximum \$250,000 fine or twice the gross gain derived or loss resulting from the offense;
- C. a mandatory special assessment of \$100;
- D. a term of supervised release of up to 3 years. Failure to comply with any condition of supervised release may result in revocation of supervised release, requiring Defendant to serve in prison, upon revocation, all or part of the statutory maximum term of supervised release; and
- E. an order from the court pursuant to Title 18, United States Code, Section 3663A, that Defendant make mandatory restitution to the victims of the offense of conviction, or the estates of the victims.
- F. pursuant to Defendant's agreement, an order from the court pursuant to Title 18, United States Code, Section 3663, that Defendant make restitution to the victims of the offense of conviction, or the estates of the victims.

Defendant further understands that by pleading guilty, Defendant may become ineligible for certain federal benefits.

IV
DEFENDANT'S WAIVER OF TRIAL RIGHTS AND
UNDERSTANDING OF CONSEQUENCES

This guilty plea waives Defendant's right at trial to:

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- A. Continue to plead not guilty and require the United States to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages;
- D. Confront and cross-examine adverse witnesses;
- E. Testify and present evidence and to have witnesses testify on behalf of Defendant; and,
- F. Not testify or have any adverse inferences drawn from the failure to testify.

V

DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

The United States will provide Defendant any information establishing the factual innocence of Defendant known to the undersigned prosecutor in this case, and will continue to provide such information to Defendant.

If this case proceeded to trial, the United States would be required to provide impeachment information for its witnesses. In addition, if Defendant raised an affirmative defense, the United States would be required to provide information in its possession that supports such a defense. By pleading guilty Defendant will not be provided this information, if any, and Defendant waives any right to this information. Defendant will not attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY

Defendant represents that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. By pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. The conviction in this case may

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subject Defendant to various collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which can serve as grounds to withdraw Defendant's guilty plea.

- B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court.
- C. No one has threatened Defendant or Defendant's family to induce this guilty plea.
- D. Defendant is pleading guilty because Defendant is guilty and for no other reason.

VII

**AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA**

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other authorities in any type of matter, although the United States will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

If Defendant fails to comply with any of the conditions set forth in Section I of this agreement and the matter proceeds to sentencing and judgment, the sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot be determined until a presentence report is prepared by the U.S. Probation Office and defense counsel and the United States have an opportunity to review and challenge the presentence report. If the matter proceeds to

1 sentencing, Defendant agrees to request that a presentence report be prepared. Nothing in
2 this plea agreement limits the United States' duty to provide complete and accurate facts to
3 the district court and the U.S. Probation Office.

4 **IX**

5 **SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

6 This agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).
7 If the matter proceeds to sentencing, any sentence is within the sole discretion of the
8 sentencing judge who may impose the maximum sentence provided by statute. If the matter
9 proceeds to sentencing, it is uncertain at this time what Defendant's sentence will be. The
10 United States has not made and will not make any representation about what sentence
11 Defendant would receive. Any estimate of the probable sentence by defense counsel is not
12 a promise and is not binding on the Court. Any recommendation by the United States at
13 sentencing also is not binding on the Court. If the sentencing judge does not follow any of
14 the parties' sentencing recommendations, Defendant will not withdraw the plea.

15 **X**

16 **PARTIES' SENTENCING RECOMMENDATIONS**

17 In the event Defendant fails to comply with any of the conditions set forth in Section I
18 of this agreement and the matter proceeds to sentencing and judgment, the parties agree to
19 the following terms.

20 **A. SENTENCING GUIDELINE CALCULATIONS**

21 Although the Guidelines are only advisory and just one factor the Court would
22 consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly
23 recommend the following Base Offense Level, Specific Offense Characteristics,
24 Adjustments, and Departures:

- 25 1. Base Offense Level [§2B1.1(a)(2)]6
- 26 2. Loss > \$15,000 [§2B1.1(b)(1)(C)]..... +4
- 27 3. Total offense level..... 10

28

1 B. ACCEPTANCE OF RESPONSIBILITY

2 In the event Defendant fails to comply with any of the conditions set forth in this
3 agreement and the matter proceeds to sentencing as a result, the parties will not recommend
4 an adjustment for acceptance of responsibility under USSG §3E1.1.

5 C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS
6 INCLUDING THOSE UNDER 18 U.S.C. § 3553

7 Defendant may request or recommend additional downward adjustments, departures,
8 or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The United States
9 may oppose any downward adjustments, departures, or variances not set forth in Paragraph
10 A above.

11 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

12 The parties have no agreement as to Defendant’s Criminal History Category.

13 E. “FACTUAL BASIS” AND “RELEVANT CONDUCT” INFORMATION

14 The facts in the “factual basis” paragraph of this agreement are true and may be
15 considered as “relevant conduct” under USSG §1B1.3 and as the nature and circumstances
16 of the offense under 18 U.S.C. § 3553(a)(1).

17 F. PARTIES’ RECOMMENDATIONS REGARDING CUSTODY

18 The United States will recommend that Defendant be sentenced to the low end of the
19 advisory guideline range as calculated by the United States pursuant to this agreement.

20 G. RESTITUTION

21 Defendant agrees to make full restitution to Qualcomm, which the parties estimate
22 will be at least approximately \$27,330. In addition, Defendant agrees to make full
23 restitution to the IRS in the amount of any remaining unpaid taxes, penalties (which shall
24 include a 75% fraud penalty), and interest, for tax years 2010 through 2017. For purposes
25 of calculating the amount of restitution to the IRS, the parties agree that the approximate
26 tax loss resulting from Defendant’s materially false tax returns, before the calculation of
27 any penalties and interest, is approximately \$7,960.

28

1 Upon full payment, the parties will recommend that no restitution be ordered by the
2 Court.

3 Defendant further agrees to complete and provide to the United States, under penalty
4 of perjury, a financial disclosure form listing all Defendant's current and projected assets
5 and financial interests valued at more than \$1,000. These include all assets and financial
6 interests in which Defendant has an interest (or had an interest prior to October 18, 2018),
7 direct or indirect, whether held in Defendant's name or in the name of another, in any
8 property, real or personal, including marital and community property. Defendant shall also
9 identify all assets valued at more than \$5,000 which have been transferred to any third party
10 since October 18, 2018, including the location of the assets, the identity of the third party
11 or parties, and the amount of consideration received by the Defendant for the transferred
12 assets.

13 From the date any restitution is ordered until the restitution is paid in full, Defendant
14 agrees to notify the Asset Recovery Section of the United States Attorney's Office of (i) any
15 interest in property worth more than \$1,000 that Defendant obtains, directly or indirectly,
16 and (ii) any interest in property owned directly or indirectly by Defendant worth over \$1,000
17 that Defendant intends to transfer. This obligation covers any interest in property obtained
18 under any other name or entity, including a trust, partnership or corporation. The parties
19 will jointly recommend that this requirement also be imposed as a condition of supervised
20 release.

21 H. FINE AND SPECIAL ASSESSMENT

22 In the event Defendant pays all restitution before the time of sentencing, the United
23 States will not recommend any fine. The parties will jointly recommend that Defendant pay
24 a special assessment in the amount of \$100 to be paid forthwith at time of sentencing.
25 Special assessments shall be paid through the office of the Clerk of the District Court by
26 bank or cashier's check or money order made payable to the "Clerk, United States District
27 Court."
28

1 I. PROBATION AND SUPERVISED RELEASE

2 If the Court imposes a term of probation or supervised release, Defendant will not
3 seek to reduce or terminate early the term of probation or supervised release until Defendant
4 has served at least 2/3 of the term and has fully paid and satisfied any special assessments,
5 fine, and restitution judgment.

6 XI

7 DEFENDANT WAIVES VENUE AND
8 STATUTE OF LIMITATIONS DEFENSES

9 Defendant knowingly and voluntarily waives all venue and statute of limitations
10 defenses to the prosecution of this case, and agrees voluntarily to consent to the jurisdiction
11 of the United States to prosecute this case against Defendant in the United States District
12 Court for the Southern District of California.

13 XII

14 DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

15 Defendant waives (gives up) all rights to appeal and to collaterally attack every aspect
16 of the conviction and sentence, including any lawful restitution order or fine. The only
17 exceptions are 1) Defendant may appeal a custodial sentence above the high end of the
18 guideline range recommended by the United States at sentencing, and 2) Defendant may
19 collaterally attack the conviction or sentence on the basis that Defendant received
20 ineffective assistance of counsel. If Defendant believes the United States' recommendations
21 at sentencing are not in accord with this plea agreement, Defendant will object at the time
22 of sentencing; otherwise the objection will be deemed waived. If Defendant appeals, the
23 United States may support on appeal the sentence or restitution order actually imposed.

24 XIII

25 BREACH OF THE AGREEMENT

26 Defendant and Defendant's attorney know the terms of this agreement and shall raise,
27 before the deferral period ends or any sentencing hearing is complete, any claim that the
28 United States has not complied with this agreement. Otherwise, such claims shall be deemed

1 waived (that is, deliberately not raised despite awareness that the claim could be raised),
2 cannot later be made to any court, and if later made to a court, shall constitute a breach of
3 this agreement.

4 Defendant breaches this agreement if Defendant violates or fails to perform any
5 obligation under this agreement. The following are non-exhaustive examples of acts
6 constituting a breach:

- 7 1. Failing to plead guilty pursuant to this agreement;
- 8 2. Failing to appear in court;
- 9 3. Attempting to withdraw the plea;
- 10 4. Failing to abide by any court order related to this case;
- 11 5. Failing to pay restitution or to cooperate with the IRS as agreed;
- 12 6. Appealing (which occurs if a notice of appeal is filed) or collaterally
13 attacking the conviction or sentence in violation of Section XI of this
agreement;
- 14 7. Engaging in additional criminal conduct from the time of arrest until the
15 time of sentencing; or
- 16 8. Failing to cooperate as set forth in Section XIV of this agreement.

17 If Defendant breaches this plea and deferred prosecution agreement, Defendant will
18 not be able to enforce any provisions, and the United States will be relieved of all its
19 obligations under this agreement. For example, the United States may proceed to sentencing
20 but recommend a different sentence than what it agreed to recommend above. Or the United
21 States may pursue any charges including those that were dismissed, promised to be
22 dismissed, or not filed as a result of this agreement (Defendant agrees that any statute of
23 limitations relating to such charges is tolled indefinitely as of the date all parties have signed
24 this agreement; Defendant also waives any double jeopardy defense to such charges). In
25 addition, the United States may move to set aside Defendant's guilty plea. Defendant may
26 not withdraw the guilty plea based on the United States' pursuit of remedies for Defendant's
27 breach.

1 Additionally, if Defendant breaches this plea agreement: (i) any statements made by
 2 Defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a
 3 District Judge); (ii) the factual basis statement in Section II.B in this agreement; and (iii) any
 4 evidence derived from such statements, are admissible against Defendant in any prosecution
 5 of, or any action against, Defendant. This includes the prosecution of the charge(s) that is
 6 the subject of this plea agreement or any charge(s) that the prosecution agreed to dismiss or
 7 not file as part of this agreement, but later pursues because of a breach by the Defendant.
 8 Defendant knowingly, voluntarily, and intelligently waives any argument that the
 9 statements and any evidence derived from the statements should be suppressed, cannot be
 10 used by the United States, or are inadmissible under the United States Constitution, any
 11 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
 12 Criminal Procedure, and any other federal rule.

XIV

COOPERATION

13
 14
 15 Defendant shall make a good faith effort to provide substantial assistance to the
 16 United States in the investigation and prosecution of others. Defendant accepts the
 17 following terms:

- 18 1. Defendant agrees to be interviewed by federal and state law enforcement
 19 agents and attorneys and to tell everything Defendant knows about every
 20 person involved presently or in the past in conduct outlined in or related to the
 21 Factual Basis or any other violations of United States law not limited to the
 22 instant case. Defendant also agrees to produce all documents and other
 23 evidence in Defendant's possession or control related to these violations.
- 24 2. Defendant agrees not to do any undercover work, tape record any
 25 conversations, or gather evidence unless instructed by federal agents.
- 26 3. Defendant agrees to provide statements under penalty of perjury and to testify
 27 before any federal or state grand jury, and at any pretrial, trial or post-trial
 28 proceedings as deemed necessary by the United States.
4. Defendant will at all times provide complete, truthful and accurate information
 and testimony.

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- 5. In the event Defendant breaches this agreement and the case proceeds to sentencing and judgment, or the plea is set aside, any prosecution and sentence may be based on information provided by Defendant during the period of cooperation.

- 6. Statements made by Defendant pursuant to this cooperation agreement are not statements "made in the course of any proceedings under Rule 11 of the Federal Rules of Criminal Procedure" and are not statements "made in the course of plea discussions."

XV

CONTENTS AND MODIFICATION OF AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral. No modification of this agreement shall be effective unless in writing signed by all parties.

XVI

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, Defendant certifies that Defendant has read it. Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

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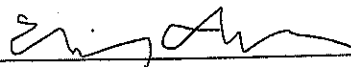
XVII

DEFENDANT SATISFIED WITH COUNSEL

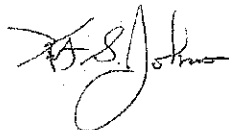
Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.

ROBERT S. BREWER, JR.
United States Attorney

DATED: December 22, 2020

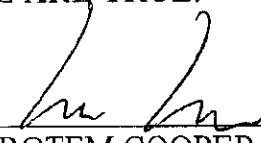

EMILY W. ALLEN
OLEKSANDRA JOHNSON
Assistant U.S. Attorneys

DATED: 12/16/2020


KNUT JOHNSON
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

DATED: 12/16/2020


ROTEM COOPER
Defendant