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FILED

AUG 24 2011

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 OAKLAND DIVISION

17 UNITED STATES OF AMERICA

18 v.

19 DOUGLAS MOORE,

20 Defendant.

No. CR-11-00431 PJH

PLEA AGREEMENT

21 The United States of America and Douglas Moore ("defendant") hereby enter into the
22 following Plea Agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal
23 Procedure ("Fed. R. Crim. P."):

24 RIGHTS OF DEFENDANT

25 1. The defendant understands his rights:

26 (a) to be represented by an attorney;

27 (b) to be charged by Indictment;

28 (c) to plead not guilty to any criminal charge brought against him;

PLEA AGREEMENT - DOUGLAS MOORE - 1
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Criminal Case Processing

1 (d) to have a trial by jury, at which he would be presumed not guilty of the
2 charge and the United States would have to prove every essential element of the charged offense
3 beyond a reasonable doubt for him to be found guilty;

4 (e) to confront and cross-examine witnesses against him and to subpoena
5 witnesses in his defense at trial;

6 (f) not to be compelled to incriminate himself;

7 (g) to appeal his conviction, if he is found guilty; and

8 (h) to appeal the imposition of sentence against him.

9 AGREEMENT TO PLEAD GUILTY AND WAIVE CERTAIN RIGHTS

10 2. The defendant knowingly and voluntarily waives the rights set out in Paragraph
11 1(b)-(g) above. The defendant also knowingly and voluntarily waives the right to file any
12 appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal
13 under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges the
14 sentence imposed by the Court if that sentence is consistent with or below the Sentencing
15 Guidelines range stipulated by the parties in Paragraph 9 of this Plea Agreement, regardless of
16 how the sentence is determined by the Court. This agreement does not affect the rights or
17 obligations of the United States as set forth in 18 U.S.C. § 3742(b). Nothing in this paragraph,
18 however, shall act as a bar to the defendant perfecting any legal remedies he may otherwise have
19 on appeal or collateral attack respecting claims of ineffective assistance of counsel or
20 prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment
21 at arraignment and plead guilty to a four-count Information to be filed in the United States
22 District Court for the Northern District of California. Count One of the Information charges the
23 defendant with participating in a conspiracy to suppress and restrain competition by rigging bids
24 to obtain selected real estate offered at Alameda County, California public real estate foreclosure
25 auctions in the Northern District of California, in unreasonable restraint of interstate trade and
26 commerce, in violation of the Sherman Act, 15 U.S.C. § 1, beginning as early as March 2009 and
27 continuing until in or about November 2010. Count Two of the Information charges the
28 defendant with conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349, in Alameda

County, California from as early as March 2009 until in or about November 2010. Count Three of the Information charges the defendant with participating in a conspiracy to suppress and restrain competition by rigging bids to obtain selected real estate offered at Contra Costa County, California public real estate foreclosure auctions in the Northern District of California, in unreasonable restraint of interstate trade and commerce, in violation of the Sherman Act, 15 U.S.C. § 1, beginning as early as February 2009 and continuing until in or about December 2010. Count Four of the Information charges the defendant with conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349, in Contra Costa County, California from as early as February 2009 until in or about December 2010.

3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charges described in Paragraph 2 above and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below. The United States agrees that at the arraignment, it will stipulate to the release of the defendant on his personal recognizance, pursuant to 18 U.S.C. § 3142, pending the sentencing hearing in this case.

FACTUAL BASIS FOR CHARGED OFFENSES

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) As to Count One of the Information:

Beginning as early as March 2009 and continuing until in or about November 2010 ("relevant period"), the defendant participated in a conspiracy to rig bids to obtain selected real estate at public real estate foreclosure auctions held in Alameda County, California, located in the Northern District of California. The primary purpose of this conspiracy was to suppress and restrain competition and obtain selected real estate offered at Alameda County public real estate foreclosure auctions at non-competitive prices. During the relevant period, the defendant and his co-conspirators agreed not to bid against one another and to allocate selected real estate among themselves. To carry out their conspiracy, the defendant and his co-conspirators refrained from bidding on or refrained from bidding up the price for selected auctioned real estate. In many instances, the defendant and his co-conspirators held private auctions, open only to members of

1 the conspiracy, to rebid this real estate. The defendant and his co-conspirators awarded this real
2 estate to the conspirator who submitted the highest bid at the private auctions. The defendant
3 and his co-conspirators distributed the proceeds of the private auctions as payoffs to the other,
4 unsuccessful bidders in the private auctions, based upon a predetermined formula agreed upon by
5 the members of the conspiracy, for refraining from bidding on these properties at the public
6 auction.

7 During the relevant period, the business activities of the defendant and his
8 co-conspirators were within the flow of, and substantially affected, interstate trade and
9 commerce. For example, mortgage holders located in states other than California received
10 proceeds from the public real estate foreclosure auctions that were subject to the bid-rigging
11 conspiracy.

12 During the relevant period, the conspiratorial activities described above took place in the
13 Northern District of California, and the real estate that was the subject of this conspiracy was
14 located in this District.

15 (b) As to Count Two of the Information:

16 During the relevant period, the defendant and his co-conspirators agreed to knowingly
17 devise or participate in a scheme to defraud or to obtain money or property by means of
18 materially false pretenses, representations, or promises from the mortgage holders and owners of
19 real estate that was being sold at public real estate foreclosure auctions in Alameda County,
20 California, located in the Northern District of California. The scheme to defraud consisted of
21 suppressing competition at public auctions of real estate by agreeing not to bid against one
22 another at the public auctions, by acquiring the real estate at a price lower than would have
23 resulted from fully competitive auctions, and by holding second, private auctions and dividing
24 the profits of the scheme (the difference between the public and private auction prices) among
25 the co-conspirators. In other words, the participants intentionally manipulated the sales price of
26 real estate, causing false, artificially low sales prices to be reported and paid to victims of the
27 scheme.

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1 The defendant and others, for the purpose of executing the conspiracy described above
2 and attempting to do so, knowingly used and caused to be used the United States Postal Service
3 or private or commercial interstate carriers. For example, trustees used the United States mail
4 and Federal Express to transmit Trustee's Deeds Upon Sale and other title documents to
5 participants in the conspiracy. These mailings were foreseeable to the defendant in the ordinary
6 course of business.

7 During the relevant period, the real estate that was the subject of this conspiracy was
8 located in the Northern District of California.

9 (c) As to Count Three of the Information:

10 Beginning as early as February 2009 and continuing until in or about December 2010
11 ("second relevant period"), the defendant participated in a conspiracy to rig bids to obtain
12 selected real estate at public real estate foreclosure auctions held in Contra Costa County,
13 California, located in the Northern District of California. The primary purpose of this conspiracy
14 was to suppress and restrain competition and obtain selected real estate offered at the Contra
15 Costa County public real estate foreclosure auctions at non-competitive prices. During the
16 second relevant period, the defendant and his co-conspirators agreed not to bid against one
17 another and to allocate selected real estate among themselves. To carry out their conspiracy, the
18 defendant and his co-conspirators refrained from bidding on or refrained from bidding up the
19 price for selected auctioned real estate. In many instances, the defendant and his co-conspirators
20 held private auctions, open only to members of the conspiracy, to rebid this real estate. The
21 defendant and his co-conspirators awarded this real estate to the conspirator who submitted the
22 highest bid at the private auctions. The defendant and his co-conspirators distributed the
23 proceeds of the private auctions as payoffs to the other, unsuccessful bidders in the private
24 auctions, based upon a predetermined formula agreed upon by the members of the conspiracy,
25 for refraining from bidding on this real estate at the public auctions.

26 During the second relevant period, the business activities of the defendant and his
27 co-conspirators were within the flow of, and substantially affected, interstate trade and
28 commerce. For example, mortgage holders located in states other than California received

1 proceeds from the public real estate foreclosure auctions that were subject to the bid-rigging
2 conspiracy.

3 During the second relevant period, the conspiratorial activities described above took
4 place in the Northern District of California, and the real estate that was the subject of this
5 conspiracy was located in this District.

6 (d) As to Count Four of the Information:

7 During the second relevant period, the defendant and his co-conspirators agreed to
8 knowingly devise or participate in a scheme to defraud or to obtain money or property by means
9 of materially false pretenses, representations, or promises from the mortgage holders and owners
10 of real estate that was being sold at public real estate foreclosure auctions in Contra Costa
11 County, California, located in the Northern District of California. That scheme to defraud
12 consisted of suppressing competition at public auctions of real estate by agreeing not to bid
13 against one another at the public auctions, by acquiring real estate at a price lower than would
14 have resulted from fully competitive auctions, and by holding second, private auctions and
15 dividing the profits of the scheme (the difference between the public and private auction prices)
16 among the co-conspirators. In other words, the participants intentionally manipulated the sales
17 price of real estate, causing false, artificially low sales prices to be reported and paid to victims
18 of the scheme.

19 The defendant and others, for the purpose of executing the conspiracy described above
20 and attempting to do so, knowingly used and caused to be used the United States Postal Service
21 or private or commercial interstate carriers. For example, trustees used the United States mail
22 and Federal Express to transmit Trustee's Deeds Upon Sale and other title documents to
23 participants in the conspiracy. These mailings were foreseeable to the defendant in the ordinary
24 course of business.

25 During the second relevant period, the real estate that was the subject of this conspiracy
26 was located in the Northern District of California.

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POSSIBLE MAXIMUM SENTENCE

5. The defendant understands that the statutory maximum penalty that may be imposed against him upon conviction for a violation of Count One or Count Three, 15 U.S.C. § 1, is:

- (a) a term of imprisonment for ten years (15 U.S.C. § 1);
- (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18 U.S.C. § 3571(b) and (d)); and
- (c) a term of supervised release of not more than three years following any term of imprisonment. If the defendant violates any condition of supervised release, the defendant could be required to serve up to an additional two years in prison (18 U.S.C. § 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) § 5D1.2(a)(2)).

6. The defendant understands that the statutory maximum penalty that may be imposed against him upon conviction for a violation of Count Two or Count Four, 18 U.S.C. § 1349, is:

- (a) a term of imprisonment for thirty years (18 U.S.C. § 1349);
- (b) a fine of not more than \$1 million; and
- (c) a term of supervised release of not more than five years following any term of imprisonment. If the defendant violates any condition of supervised release, the defendant could be required to serve up to an additional three years in prison (18 U.S.C. § 3559(a)(2); 18 U.S.C. § 3583(b)(1) and (e)(3); and U.S.S.G. § 5D1.2(a)(1)).

7. In addition, the defendant understands that:

- (a) pursuant to U.S.S.G. § 5E1.1 or 18 U.S.C. § 3663(a)(3), the Court may order him to pay restitution to the victims of the offense; and

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(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the defendant to pay a \$100 special assessment upon conviction for each charged crime, totaling \$400.

SENTENCING GUIDELINES

8. The defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The defendant understands that the Guidelines determinations will be made by the Court by a preponderance-of-the-evidence standard. The defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable, based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. § 1B1.8, the United States agrees that self-incriminating information that the defendant provides to the United States pursuant to this Plea Agreement will not be used to increase the volume of affected commerce or loss attributable to the defendant or in determining the defendant's applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b).

SENTENCING AGREEMENT

9. The United States and the defendant agree that the following Sentencing Guidelines apply:

(a) For Count One (15 U.S.C. § 1 – Alameda County):

- | | | |
|------|--|----|
| i. | Base Offense Level, U.S.S.G. § 2R1.1(a): | 12 |
| ii. | Conduct involved agreement to submit non-competitive bids, U.S.S.G. § 2R1.1(b)(1): | +1 |
| iii. | Volume of Commerce (stipulated to be \$3,422,126), U.S.S.G. § 2R1.1(b)(2)(A): | +2 |
| iv. | Fine calculated as one to five percent of the volume of commerce (stipulated to be \$3,422,126), but not less than \$20,000, U.S.S.G. § 2R1.1(c)(1): \$34,221 to \$171,106 | |

Total: 15

1	(b)	For Count Two (18 U.S.C. § 1349 – Alameda County):	
2	i.	Base Offense Level, U.S.S.G. § 2B1.1(a)(1):	7
3	ii.	Loss > \$70,000, U.S.S.G. § 2B1.1(b)(1)(E):	+8
4	iii.	10 or more victims, U.S.S.G. § 2B1.1(b)(2)(A):	+2
5	iv.	Fine, U.S.S.G. § 5E1.2(c)(3):	\$5,000 to \$50,000
6		Total:	17
7	(c)	For Count Three (15 U.S.C. § 1 – Contra Costa County):	
8	i.	Base Offense Level, U.S.S.G. § 2R1.1(a):	12
9	ii.	Conduct involved agreement to submit non-competitive	
10		bids, U.S.S.G. § 2R1.1(b)(1):	+1
11	iii.	Volume of Commerce (stipulated to be \$2,905,133),	
12		U.S.S.G. § 2R1.1(b)(2)(A):	+2
13	iv.	Fine calculated as one to five percent of the volume	
14		of commerce (stipulated to be \$2,905,133), but not less than	
15		\$20,000, U.S.S.G. § 2R1.1(c)(1):	\$29,051 to \$145,256
16		Total:	15
17	(d)	For Count Four (18 U.S.C. § 1349 – Contra Costa County):	
18	i.	Base Offense Level, U.S.S.G. § 2B1.1(a)(1):	7
19	ii.	Loss > \$120,000, U.S.S.G. § 2B1.1(b)(1)(F):	+10
20	iii.	10 or more victims, U.S.S.G. § 2B1.1(b)(2)(A):	+2
21	iv.	Fine, U.S.S.G. § 5E1.2(c)(3):	\$6,000 to \$60,000
22		Total:	19

23 Pursuant to U.S.S.G. § 3D1.3(b), the counts involved offenses of the same general type to which
 24 different Guidelines apply; therefore, the offense Guideline to be applied is the highest offense
 25 level.

26 10. The United States agrees that it will make a motion, pursuant to U.S.S.G. § 3E1.1,
 27 for a downward adjustment of three levels for acceptance of responsibility due to the defendant's
 28 timely notification of his intention to enter a guilty plea. Therefore, the ultimate Guidelines

1 calculations result in a combined offense level of 16, for a jail term of 21 to 27 months and a fine
2 of \$5,000 to \$50,000.

3 11. The defendant understands that the Court will order him to pay a special
4 assessment of \$100 per count (\$400 total) pursuant to 18 U.S.C. § 3013(a)(2)(A) in addition to
5 any fine imposed. The parties agree that there exists no aggravating or mitigating circumstance
6 of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing
7 Commission in formulating the Sentencing Guidelines justifying a departure pursuant to
8 U.S.S.G. § 5K2.0.

9 12. The Mandatory Victim Restitution Act requires the Court to order restitution to
10 the victims of certain offenses. The government and the defendant agree to recommend that the
11 Court order the defendant to pay restitution in the amount of \$9,540, pursuant to U.S.S.G.
12 § 5E1.1(a). The defendant understands that this Plea Agreement is voidable by the government
13 if he fails to pay the restitution as ordered by the Court. The defendant further agrees that he will
14 not seek to discharge any restitution obligation or any part of such obligation in any bankruptcy
15 proceeding.

16 13. The United States and the defendant are not aware of any information that would
17 affect the defendant's Criminal History Category. If no other information were discovered, the
18 defendant's Criminal History Category would be I. The parties understand that the defendant's
19 Criminal History Category is determined by the Court.

20 14. The defendant understands that the sentence to be imposed on him is within the
21 sole discretion of the sentencing judge. The United States cannot and does not make any
22 promises or representations as to what sentence the defendant will receive. However, the United
23 States will inform the Probation Office and the Court of (a) this Agreement; (b) the nature and
24 extent of the defendant's activities in this case and all other activities of the defendant that the
25 United States deems relevant to sentencing; and (c) the nature and extent of the defendant's
26 cooperation with the United States. In so doing, the United States may use any information it
27 deems relevant, including information provided by the defendant both prior and subsequent to
28 the signing of this Agreement. The United States reserves the right to make any statement to the

1 Court or the Probation Office concerning the nature of the criminal violations charged in the
2 attached Information, the participation of the defendant therein, and any other facts or
3 circumstances that it deems relevant. The United States also reserves the right to comment on or
4 to correct any representation made by or on behalf of the defendant and to supply any other
5 information that the Court may require.

6 15. If the United States determines that the defendant has provided substantial
7 assistance in any Federal Proceeding, as defined in Paragraph 18 of this Plea Agreement, and has
8 otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion, under
9 seal if appropriate in the circumstances, pursuant to U.S.S.G. § 5K1.1, advising the sentencing
10 judge of all relevant facts pertaining to that determination and requesting the Court to sentence
11 the defendant in light of the factors set forth in U.S.S.G. § 5K1.1(a)(1)-(5). The defendant
12 acknowledges that the decision whether he has provided substantial assistance in any Federal
13 Proceeding and has otherwise complied with the terms of this Plea Agreement is within the sole
14 discretion of the United States. It is understood that, should the United States determine that the
15 defendant has not provided substantial assistance in any Federal Proceeding, or should the
16 United States determine that the defendant has violated any provision of this Plea Agreement,
17 such a determination will release the United States from any obligation to file a motion pursuant
18 to U.S.S.G. § 5K1.1, but will not entitle the defendant to withdraw his guilty plea once it has
19 been entered. The defendant further understands that, whether or not the United States files a
20 motion pursuant to U.S.S.G. § 5K1.1, the sentence to be imposed on him remains within the sole
21 discretion of the sentencing judge.

22 16. Subject to the ongoing, full, and truthful cooperation of the defendant described in
23 Paragraph 18 of this Plea Agreement, and before sentencing in the case, the United States will
24 fully advise the Court and the Probation Office of the fact, manner, and extent of the defendant's
25 cooperation and his commitment to prospective cooperation with the United States' investigation
26 and prosecutions, all material facts relating to the defendant's involvement in the charged
27 offenses, and all other relevant conduct. To enable the Court to have the benefit of all relevant
28 sentencing information, the United States may request, and the defendant will not oppose, that

1 sentencing be postponed until his cooperation is complete.

2 17. The United States and the defendant understand that the Court retains complete
3 discretion to accept or reject either party's sentencing recommendation. The defendant
4 understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a
5 sentence consistent with either party's sentencing recommendation, he nevertheless has no right
6 to withdraw his plea of guilty.

7 DEFENDANT'S COOPERATION

8 18. The defendant will cooperate fully and truthfully with the United States in the
9 prosecution of this case, the conduct of the current federal investigation of violations of federal
10 antitrust and related criminal laws involving the purchase of real estate at public foreclosure
11 auctions in the Northern District of California, any other federal investigation resulting
12 therefrom, and any litigation or other proceedings arising or resulting from any such
13 investigation to which the United States is a party ("Federal Proceeding"). The ongoing, full,
14 and truthful cooperation of the defendant shall include, but not be limited to:

15 (a) producing all non-privileged documents, including claimed personal
16 documents, and other materials, wherever located, in the possession, custody, or control of the
17 defendant, requested by attorneys and agents of the United States;

18 (b) making himself available for interviews, not at the expense of the United
19 States, upon the request of attorneys and agents of the United States;

20 (c) responding fully and truthfully to all inquiries of the United States in
21 connection with any Federal Proceeding, without falsely implicating any person or intentionally
22 withholding any information, subject to the penalties of making false statements (18 U.S.C.
23 § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

24 (d) otherwise voluntarily providing the United States with any non-privileged
25 material or information, not requested in (a)-(c) of this paragraph, that he may have that is related
26 to any Federal Proceeding; and

27 (e) when called upon to do so by the United States in connection with any
28 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings fully, truthfully,

1 and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or
2 declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C.
3 §§ 401-402), and obstruction of justice (18 U.S.C. § 1503, *et seq.*).

4 GOVERNMENT'S AGREEMENT

5 19. Subject to the full, truthful, and continuing cooperation of the defendant described
6 in Paragraph 18 of this Plea Agreement, and upon the Court's acceptance of the guilty plea
7 called for by this Plea Agreement and the imposition of sentence, the United States will not bring
8 further criminal charges against the defendant for any act or offense committed before the date of
9 this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy or in violation
10 of any related criminal law involving the purchase of real estate at public foreclosure auctions in
11 the Northern District of California ("Relevant Offense"). The non-prosecution terms of this
12 paragraph do not apply to civil matters of any kind, to any violation of the federal tax or
13 securities laws, or to any crime of violence.

14 REPRESENTATION BY COUNSEL

15 20. The defendant has reviewed all legal and factual aspects of this case with his
16 attorney and is fully satisfied with his attorney's legal representation. The defendant has
17 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory
18 explanations from his attorney concerning each paragraph of this Plea Agreement and
19 alternatives available to the defendant other than entering into this Plea Agreement. After
20 conferring with his attorney and considering all available alternatives, the defendant has made a
21 knowing and voluntary decision to enter into this Plea Agreement.

22 VOLUNTARY PLEA

23 21. The defendant's decision to enter into this Plea Agreement and to tender a plea of
24 guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises,
25 or representations other than the representations contained in this Plea Agreement. The United
26 States has made no promises or representations to the defendant as to whether the Court will
27 accept or reject the recommendations contained within this Plea Agreement.

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VIOLATION OF PLEA AGREEMENT

22. The defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that the defendant has failed to provide full and truthful cooperation, as described in Paragraph 18 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify the defendant or his counsel in writing by personal or overnight delivery or facsimile transmission, and may also notify his counsel by telephone, of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and the defendant shall be subject to prosecution for any federal crime of which the United States has knowledge, including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. The defendant may seek Court review of any determination made by the United States under this Paragraph to void any of its obligations under the Plea Agreement. The defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against the defendant for any Relevant Offense, the statute of limitations period for such offense shall be tolled for the period between the date of the signing of this Plea Agreement and six months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

23. The defendant understands and agrees that in any further prosecution of him resulting from the release of the United States from its obligations under this Plea Agreement based on the defendant's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by him to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against him in any such further prosecution. In addition, the defendant unconditionally waives his right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

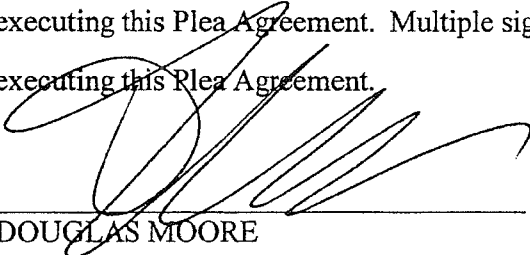
ENTIRETY OF AGREEMENT

24. This Plea Agreement constitutes the entire agreement between the United States and the defendant concerning the disposition of the criminal charges in this case. This Plea

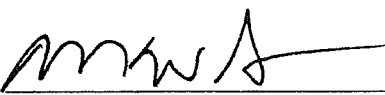
1 Agreement cannot be modified except in writing, signed by the United States and the defendant.

2 25. The undersigned attorneys for the United States have been authorized by the
3 Attorney General of the United States to enter this Plea Agreement on behalf of the United
4 States.

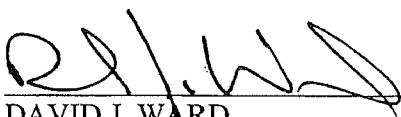
5 26. A facsimile signature shall be deemed an original signature for the purpose of
6 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
7 executing this Plea Agreement.

8 
9 _____
10 DOUGLAS MOORE
11 Defendant

12 Dated: 8-24-11

13 
14 _____
15 MCGREGOR SCOTT
16 Counsel for Defendant Douglas Moore
17 Orrick, Herrington & Sutcliffe LLP
18 400 Capitol Mall, Suite 3000
19 Sacramento, CA 95814-4497

20 Dated: 8/24/11

21 
22 _____
23 DAVID J. WARD
24 JEANE HAMILTON
25 ALBERT B. SAMBAT
26 CHRISTINA M. WHEELER
27 MANISH KUMAR
28 Trial Attorneys
U.S. Department of Justice
Antitrust Division

Dated: 8/24/11

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,

Case Number: CR 11-431 PJH

CERTIFICATE OF SERVICE

v.

DOUGLAS MOORE,
Defendant.

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on August 26, 2011, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

David Ward
U.S. Department of Justice
U.S. Attorney's Office
450 Golden Gate Avenue
Box 36055
San Francisco, CA 94102

McGregor Scott
Orrick, Herrington & Sutcliffe
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-4497

August 26, 2011



Richard W. Wieking, Clerk

By: Nichole Heuerman