

1 E. MARTIN ESTRADA  
 United States Attorney  
 2 DAVID T. RYAN  
 Chief, National Security Division  
 3 MAXWELL COLL (Cal. Bar No. 312651)  
 Assistant United States Attorney  
 4 Cyber & Intellectual Property Crimes Section  
 NISHA CHANDRAN (Cal. Bar No. 325345)  
 5 Assistant United States Attorney  
 Corporate and Securities Fraud Strike Force  
 6 1500 United States Courthouse  
 312 North Spring Street  
 7 Los Angeles, California 90012  
 Telephone: (213) 894-1785/2429  
 8 Facsimile: (213) 894-0141  
 E-mail: maxwell.coll@usdoj.gov  
 9 nisha.chandran@usdoj.gov  
 STEFANIE SCHWARTZ (Vir. Bar No. 96471)  
 10 Trial Attorney  
 Computer Crime and Intellectual Property Section  
 11 1301 New York Ave. NW Suite 600  
 Washington, DC 20530  
 12 E-mail: stefanie.schwartz@usdoj.gov

13 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

14 UNITED STATES DISTRICT COURT

15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,  
 17 Plaintiff,  
 18 v.

No. 2:24-CR-00311-RGK-1

PLEA AGREEMENT FOR DEFENDANT  
DAREN LI

19 DAREN LI,  
 20 aka "Devon,"  
 21 aka "KG-PERFECT,"  
 22 aka "RF,"  
 Defendant.

23  
 24 1. This constitutes the plea agreement between DAREN LI  
 25 ("defendant") and the United States Attorney's Office for the Central  
 26 District of California (the "USAO") and the United States Department  
 27 of Justice, Computer Crime and Intellectual Property Section ("CCIPS"  
 28 and together with the USAO, the "United States") in the above-

1 captioned case. This agreement is limited to the USAO and CCIPS and  
2 cannot bind any other federal, state, local, or foreign prosecuting,  
3 enforcement, administrative, or regulatory authorities.

4 DEFENDANT'S OBLIGATIONS

5 2. Defendant agrees to:

6 a. At the earliest opportunity requested by the United  
7 States and provided by the Court, appear and plead guilty to count  
8 one of the indictment in United States v. Daren Li, et al., CR No.  
9 2:24-311-RGK, which charges defendant with conspiracy to commit money  
10 laundering, in violation of 18 U.S.C. § 1956(h).

11 b. Not contest facts agreed to in this agreement.

12 c. Abide by all agreements regarding sentencing contained  
13 in this agreement.

14 d. Appear for all court appearances, surrender as ordered  
15 for service of sentence, obey all conditions of any bond, and obey  
16 any other ongoing court order in this matter.

17 e. Not commit any crime; however, offenses that would be  
18 excluded for sentencing purposes under United States Sentencing  
19 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
20 within the scope of this agreement.

21 f. Be truthful at all times with the United States  
22 Probation and Pretrial Services Office and the Court.

23 g. Pay the applicable special assessment at or before the  
24 time of sentencing unless defendant has demonstrated a lack of  
25 ability to pay such assessments.

26 h. Defendant agrees that any and all criminal debt  
27 ordered by the Court will be due in full and immediately. The  
28 government is not precluded from pursuing, in excess of any payment

1 schedule set by the Court, any and all available remedies by which to  
2 satisfy defendant's payment of the full financial obligation,  
3 including referral to the Treasury Offset Program.

4 i. Complete the Financial Disclosure Statement on a form  
5 provided by the USAO and, within 30 days of defendant's entry of a  
6 guilty plea, deliver the signed and dated statement, along with all  
7 of the documents requested therein, to the USAO by either email at  
8 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
9 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
10 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
11 criminal debt shall be assessed based on the completed Financial  
12 Disclosure Statement and all required supporting documents, as well  
13 as other relevant information relating to ability to pay.

14 j. Authorize the USAO to obtain a credit report upon  
15 returning a signed copy of this plea agreement.

16 k. Consent to the USAO inspecting and copying all of  
17 defendant's financial documents and financial information held by the  
18 United States Probation and Pretrial Services Office.

19 THE UNITED STATES' OBLIGATIONS

20 3. The United States agrees to:

21 a. Not contest facts agreed to in this agreement.

22 b. Abide by all agreements regarding sentencing contained  
23 in this agreement.

24 c. At the time of sentencing, move to dismiss the  
25 remaining counts of the indictment as against defendant. Defendant  
26 agrees, however, that at the time of sentencing the Court may  
27 consider any dismissed charges in determining the applicable  
28

1 Sentencing Guidelines range, the propriety and extent of any  
2 departure from that range, and the sentence to be imposed.

3 d. At the time of sentencing, provided that defendant  
4 demonstrates an acceptance of responsibility for the offense up to  
5 and including the time of sentencing, recommend a two-level reduction  
6 in the applicable Sentencing Guidelines offense level, pursuant to  
7 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
8 additional one-level reduction if available under that section.

9 NATURE OF THE OFFENSE

10 4. Defendant understands that for defendant to be guilty of  
11 the crime charged in count one, that is, conspiracy to commit money  
12 laundering, in violation of Title 18, United States Code, Section  
13 1956(h), the following must be true: first, there was an agreement  
14 between two or more persons to engage in concealment money  
15 laundering, in violation of Title 18, United States Code, Section  
16 1956(a)(1)(B)(i); and second, defendant became a member of the  
17 conspiracy knowing of its object and intending to help accomplish it.  
18 The elements of concealment money laundering, are as follows: first,  
19 defendant conducted or intended to conduct a financial transaction  
20 involving property that represented the proceeds of wire fraud, in  
21 violation of Title 18, United States Code, Section 1343; second,  
22 defendant knew that the property represented the proceeds of some  
23 form of unlawful activity; and third, defendant knew that the  
24 transaction was designed in whole or in part to conceal or disguise  
25 the nature, location, source, ownership, and control of the proceeds.

26 PENALTIES AND RESTITUTION

27 5. Defendant understands that the statutory maximum sentence  
28 that the Court can impose for a violation of Title 18, United States

1 Code, Section 1956(h), is: 20 years' imprisonment; a three-year  
2 period of supervised release; a fine of \$500,000 or twice the gross  
3 gain or gross loss resulting from the offense, whichever is greatest;  
4 and a mandatory special assessment of \$100.

5 6. Defendant understands that defendant will be required to  
6 pay full restitution to the victims of the offense to which defendant  
7 is pleading guilty. Defendant agrees that, in return for the United  
8 States' compliance with its obligations under this agreement, the  
9 Court may order restitution to persons other than the victims of the  
10 offense to which defendant is pleading guilty and in amounts greater  
11 than those alleged in the count to which defendant is pleading  
12 guilty. In particular, defendant agrees that the Court may order  
13 restitution to any victim of any of the following for any losses  
14 suffered by that victim as a result: any relevant conduct, as defined  
15 in U.S.S.G. § 1B1.3, in connection with the offense to which  
16 defendant is pleading guilty. The applicable amount of restitution  
17 is between \$4,500,000 and \$73,600,000. The parties agree that the  
18 amount of restitution could change based on facts that come to the  
19 attention of the parties prior to sentencing.

20 7. Defendant understands that supervised release is a period  
21 of time following imprisonment during which defendant will be subject  
22 to various restrictions and requirements. Defendant understands that  
23 if defendant violates one or more of the conditions of any supervised  
24 release imposed, defendant may be returned to prison for all or part  
25 of the term of supervised release authorized by statute for the  
26 offense that resulted in the term of supervised release, which could  
27 result in defendant serving a total term of imprisonment greater than  
28 the statutory maximum stated above.

1           8. Defendant understands that, by pleading guilty, defendant  
2 may be giving up valuable government benefits and valuable civic  
3 rights, such as the right to vote, the right to possess a firearm,  
4 the right to hold office, and the right to serve on a jury. Defendant  
5 understands that he is pleading guilty to a felony and that it is a  
6 federal crime for a convicted felon to possess a firearm or  
7 ammunition. Defendant understands that the conviction in this case  
8 may also subject defendant to various other collateral consequences,  
9 including but not limited to revocation of probation, parole, or  
10 supervised release in another case and suspension or revocation of a  
11 professional license. Defendant understands that unanticipated  
12 collateral consequences will not serve as grounds to withdraw  
13 defendant's guilty plea.

14           9. Defendant and his counsel have discussed the fact that, and  
15 defendant understands that, if defendant is not a United States  
16 citizen, the conviction in this case makes it practically inevitable  
17 and a virtual certainty that defendant will be removed or deported  
18 from the United States. Defendant may also be denied United States  
19 citizenship and admission to the United States in the future.  
20 Defendant understands that while there may be arguments that  
21 defendant can raise in immigration proceedings to avoid or delay  
22 removal, removal is presumptively mandatory and a virtual certainty  
23 in this case. Defendant further understands that removal and  
24 immigration consequences are the subject of a separate proceeding and  
25 that no one, including his attorney or the Court, can predict to an  
26 absolute certainty the effect of his conviction on his immigration  
27 status. Defendant nevertheless affirms that he wants to plead guilty

28

1 regardless of any immigration consequences that his plea may entail,  
2 even if the consequence is automatic removal from the United States.

3 FACTUAL BASIS

4 10. Defendant admits that defendant is, in fact, guilty of the  
5 offense to which defendant is agreeing to plead guilty. Defendant  
6 and the United States agree to the statement of facts provided below  
7 and agree that this statement of facts is sufficient to support a  
8 plea of guilty to the charge described in this agreement and to  
9 establish the Sentencing Guidelines factors set forth in paragraph 11  
10 below but is not meant to be a complete recitation of all facts  
11 relevant to the underlying criminal conduct or all facts known to  
12 either party that relate to that conduct.

13 Beginning from at least August 2021, and continuing through at  
14 least April 12, 2024, in Los Angeles County, within the Central  
15 District of California, and elsewhere, defendant knowingly conspired  
16 with co-defendant YICHENG ZHANG, and others, to conduct financial  
17 transactions involving property that represented the proceeds of wire  
18 fraud, in violation of Title 18, United States Code, Section 1343.  
19 Defendant became a member of the conspiracy knowing of at least one  
20 of its objects and intending to help accomplish it.

21 Defendant admits that he conspired with ZHANG and others to  
22 launder funds obtained from victims through cryptocurrency scams and  
23 related frauds, as described in count one of the indictment, and  
24 admits that the factual allegations described in count one are true  
25 and accurate. Defendant knew that the property involved in the  
26 financial transactions represented, and would represent, the proceeds  
27 of some form of unlawful activity; that the transactions were, and  
28 would be, designed in whole or in part to conceal or disguise the

1 nature, location, source, ownership, and control of the proceeds; and  
2 the laundering scheme involved at least \$73.6 million in fraudulently  
3 obtained funds.

4 In furtherance of the conspiracy, defendant communicated with  
5 his co-conspirators through encrypted messaging services. In order  
6 to conceal or disguise the nature, location, source, ownership, and  
7 control of the fraudulently obtained victim funds, defendant would  
8 instruct co-conspirators to open bank accounts established on behalf  
9 of shell companies and caused the further transfer of victim funds to  
10 domestic and international bank accounts. Defendant and other co-  
11 conspirators would monitor the receipt and execution of interstate  
12 and international wire transfers of victim funds. Defendant and  
13 other co-conspirators would cause wire transfers to be sent through  
14 various domestic and international intermediary bank accounts before  
15 reaching their final beneficiary, and ultimately would receive victim  
16 funds in financial accounts they controlled.

17 Defendant would then monitor the conversion of victim funds to  
18 virtual currency, specifically Tether ("USDT"), and the subsequent  
19 distribution of that virtual currency to cryptocurrency wallets  
20 controlled by defendant and his co-conspirators. Defendant and his  
21 co-conspirators would provide virtual currency wallet addresses to  
22 Deltec Bank and others to receive the USDT.

23 Defendant admits that at least \$73.6 million in victim funds  
24 were directly deposited into bank accounts associated with defendant  
25 and his co-conspirators, including at least \$59.8 million from U.S.  
26 shell companies that laundered victim proceeds. Defendant further  
27 admits that more than \$4.5 million in victim funds were directly  
28 deposited into bank accounts associated with shell entities in the



1 names of B&C Commerce LLC, Jimei Trading, Inc., YXJ Trading  
 2 Corporation, SMX Beauty, Inc., and SMX Travel, Inc.

3 SENTENCING FACTORS

4 11. Defendant understands that in determining defendant's  
 5 sentence the Court is required to calculate the applicable Sentencing  
 6 Guidelines range and to consider that range, possible departures  
 7 under the Sentencing Guidelines, and the other sentencing factors set  
 8 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 9 Sentencing Guidelines are advisory only, that defendant cannot have  
 10 any expectation of receiving a sentence within the calculated  
 11 Sentencing Guidelines range, and that after considering the  
 12 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 13 be free to exercise its discretion to impose any sentence it finds  
 14 appropriate up to the maximum set by statute for the crime of  
 15 conviction.

16 12. Defendant and the United States agree to the following  
 17 applicable Sentencing Guidelines factors:

18	Base Offense Level:	8	U.S.S.G. § 2S1.1(a) (2)
19			U.S.S.G. § 2X1.1(a)
20	Laundered Funds Between More	+18	U.S.S.G. § 2B1.1(b) (1) (J)
21	Than \$3,500,000 and More Than	to	
	\$65,000,000	+24	U.S.S.G. § 2B1.1(b) (1) (M)
22	Conviction Under § 1956	+2	U.S.S.G. § 2S1.1(b) (2) (B)
23	Sophisticated Money	+2	U.S.S.G. § 2S1.1(b) (3)
	Laundering		

24 Defendant and the United States reserve the right to argue that  
 25 additional specific offense characteristics, adjustments, and  
 26 departures under the Sentencing Guidelines are appropriate, including  
 27 the application of U.S.S.G. § 3B1.1(a). Specifically, the government  
 28 reserves the right to argue that defendant should receive up to a 24-

1 level enhancement for laundered funds exceeding \$65,000,000, under  
2 U.S.S.G. § 2B1.1(b)(1)(M), and defendant reserves the right to argue  
3 that defendant should receive no more than an 18-level enhancement  
4 for laundered funds exceeding \$3,500,000, under U.S.S.G.  
5 § 2B1.1(b)(1)(J).

6 13. Defendant understands that there is no agreement as to  
7 defendant's criminal history or criminal history category.

8 14. Defendant and the United States reserve the right to argue  
9 for a sentence outside the sentencing range established by the  
10 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
11 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 15. Defendant understands that by pleading guilty, defendant  
14 gives up the following rights:

15 a. The right to persist in a plea of not guilty.

16 b. The right to a speedy and public trial by jury.

17 c. The right to be represented by counsel -- and if  
18 necessary have the Court appoint counsel -- at trial. Defendant  
19 understands, however, that, defendant retains the right to be  
20 represented by counsel -- and if necessary have the Court appoint  
21 counsel -- at every other stage of the proceeding.

22 d. The right to be presumed innocent and to have the  
23 burden of proof placed on the government to prove defendant guilty  
24 beyond a reasonable doubt.

25 e. The right to confront and cross-examine witnesses  
26 against defendant.

27

28

1 f. The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10 WAIVER OF RETURN OF DIGITAL DATA

11 16. Understanding that the government has in its possession  
12 digital devices and/or digital media seized from defendant, defendant  
13 waives any right to the return of digital data contained on those  
14 digital devices and/or digital media and agrees that if any of these  
15 digital devices and/or digital media are returned to defendant, the  
16 government may delete all digital data from those digital devices  
17 and/or digital media before they are returned to defendant.

18 WAIVER OF APPEAL OF CONVICTION

19 17. Defendant understands that, with the exception of an appeal  
20 based on a claim that defendant's guilty plea was involuntary, by  
21 pleading guilty defendant is waiving and giving up any right to  
22 appeal defendant's conviction on the offense to which defendant is  
23 pleading guilty. Defendant understands that this waiver includes,  
24 but is not limited to, arguments that the statute to which defendant  
25 is pleading guilty is unconstitutional, and any and all claims that  
26 the statement of facts provided herein is insufficient to support  
27 defendant's plea of guilty.

1                    WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

2            18. Defendant agrees that, provided the Court imposes a total  
3 term of imprisonment on all counts of conviction within or below the  
4 range corresponding with an offense level of 33 and the criminal  
5 history category calculated by the Court, defendant gives up the  
6 right to appeal all of the following: (a) the procedures and  
7 calculations used to determine and impose any portion of the  
8 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
9 fine imposed by the Court, provided it is within the statutory  
10 maximum; (d) to the extent permitted by law, the constitutionality or  
11 legality of defendant's sentence, provided it is within the statutory  
12 maximum; (e) the term of probation or supervised release imposed by  
13 the Court, provided it is within the statutory maximum; and (f) any  
14 of the following conditions of probation or supervised release  
15 imposed by the Court: the conditions set forth in Second Amended  
16 General Order 20-04 of this Court; the drug testing conditions  
17 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
18 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

19            19. Defendant also gives up any right to bring a post-  
20 conviction collateral attack on the conviction or sentence, including  
21 any order of restitution, except a post-conviction collateral attack  
22 based on a claim of ineffective assistance of counsel, a claim of  
23 newly discovered evidence, or an explicitly retroactive change in the  
24 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
25 conviction. Defendant understands that this waiver includes, but is  
26 not limited to, arguments that the statute to which defendant is  
27 pleading guilty is unconstitutional, and any and all claims that the  
28

1 statement of facts provided herein is insufficient to support  
2 defendant's plea of guilty.

3 20. The United States agrees that, provided (a) all portions of  
4 the sentence are at or below the statutory maximum specified above  
5 and (b) the Court imposes a term of imprisonment within or above the  
6 range corresponding with an offense level of 37 and the criminal  
7 history category calculated by the Court, the United States gives up  
8 its right to appeal any portion of the sentence with the exception  
9 that the United States reserves the right to appeal the amount of  
10 restitution ordered if that amount is less than \$73,600,000.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 21. Defendant agrees that if, after entering a guilty plea  
13 pursuant to this agreement, defendant seeks to withdraw and succeeds  
14 in withdrawing defendant's guilty plea on any basis other than a  
15 claim and finding that entry into this plea agreement was  
16 involuntary, then (a) the United States will be relieved of all of  
17 its obligations under this agreement; and (b) should the United  
18 States choose to pursue any charge that was either dismissed or not  
19 filed as a result of this agreement, then (i) any applicable statute  
20 of limitations will be tolled between the date of defendant's signing  
21 of this agreement and the filing commencing any such action; and  
22 (ii) defendant waives and gives up all defenses based on the statute  
23 of limitations, any claim of pre-indictment delay, or any speedy  
24 trial claim with respect to any such action, except to the extent  
25 that such defenses existed as of the date of defendant's signing this  
26 agreement.

1                   RESULT OF VACATUR, REVERSAL OR SET-ASIDE

2           22. Defendant agrees that if the count of conviction is  
3 vacated, reversed, or set aside, both the USAO and defendant will be  
4 released from all their obligations under this agreement.

5                   EFFECTIVE DATE OF AGREEMENT

6           23. This agreement is effective upon signature and execution of  
7 all required certifications by defendant, defendant's counsel, and an  
8 Assistant United States Attorney.

9                   BREACH OF AGREEMENT

10          24. Defendant agrees that if defendant, at any time after the  
11 signature of this agreement and execution of all required  
12 certifications by defendant, defendant's counsel, and an Assistant  
13 United States Attorney, knowingly violates or fails to perform any of  
14 defendant's obligations under this agreement ("a breach"), the United  
15 States may declare this agreement breached. All of defendant's  
16 obligations are material, a single breach of this agreement is  
17 sufficient for the United States to declare a breach, and defendant  
18 shall not be deemed to have cured a breach without the express  
19 agreement of the United States in writing. If the United States  
20 declares this agreement breached, and the Court finds such a breach  
21 to have occurred, then: (a) if defendant has previously entered a  
22 guilty plea pursuant to this agreement, defendant will not be able to  
23 withdraw the guilty plea, and (b) the United States will be relieved  
24 of all its obligations under this agreement.

25          25. Following the Court's finding of a knowing breach of this  
26 agreement by defendant, should the United States choose to pursue any  
27 charge that was either dismissed or not filed as a result of this  
28 agreement, then:

1 a. Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or any  
6 speedy trial claim with respect to any such action, except to the  
7 extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from such  
13 statements, shall be admissible against defendant in any such action  
14 against defendant, and defendant waives and gives up any claim under  
15 the United States Constitution, any statute, Rule 410 of the Federal  
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
17 Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are  
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 26. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the United States' sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27 27. Defendant understands that both defendant and the United  
28 States are free to: (a) supplement the facts by supplying relevant

1 information to the United States Probation and Pretrial Services  
2 Office and the Court, (b) correct any and all factual misstatements  
3 relating to the Court's Sentencing Guidelines calculations and  
4 determination of sentence, and (c) argue on appeal and collateral  
5 review that the Court's Sentencing Guidelines calculations and the  
6 sentence it chooses to impose are not error, although each party  
7 agrees to maintain its view that the calculations in paragraph 16 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the United States and defendant to submit full and complete  
10 factual information to the United States Probation and Pretrial  
11 Services Office and the Court, even if that factual information may  
12 be viewed as inconsistent with the facts agreed to in this agreement,  
13 this paragraph does not affect defendant's and the United States'  
14 obligations not to contest the facts agreed to in this agreement.

15 28. Defendant understands that even if the Court ignores any  
16 sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to the  
18 maximum established by statute, defendant cannot, for that reason,  
19 withdraw defendant's guilty plea, and defendant will remain bound to  
20 fulfill all defendant's obligations under this agreement. Defendant  
21 understands that no one -- not the prosecutor, defendant's attorney,  
22 or the Court -- can make a binding prediction or promise regarding  
23 the sentence defendant will receive, except that it will be within  
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 29. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the  
28 United States and defendant or defendant's attorney, and that no



1 additional promise, understanding, or agreement may be entered into  
2 unless in a writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 30. The parties agree that this agreement will be considered  
5 part of the record of defendant's guilty plea hearing as if the  
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE  
9 FOR THE CENTRAL DISTRICT OF  
10 CALIFORNIA

11 E. MARTIN ESTRADA  
12 United States Attorney



11/5/2024

12 \_\_\_\_\_  
13 MAXWELL COLL  
14 NISHA CHANDRAN  
15 Assistant United States Attorneys

\_\_\_\_\_  
Date

16 STEFANIE SCHWARTZ  
17 Trial Attorney  
18 Criminal Division, Computer Crime  
19 and Intellectual Property Section

20 *X Daren Li*

*11/1/24*

21 DAREN LI  
22 Defendant

\_\_\_\_\_  
Date



*11/1/24*

23 CHRISTY O'CONNOR  
24 Attorney for Defendant DAREN LI

\_\_\_\_\_  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. This agreement has been read to me in Mandarin, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

X Daren Li  
DAREN LI  
Defendant

11/1/24  
Date

CERTIFICATION OF INTERPRETER

I, Yanyan Liu, am fluent in the written and spoken English and Mandarin languages. I accurately translated this entire agreement from English into Mandarin to defendant DAREN LI on this date.

*yanyan liu*

10/31/2024

INTERPRETER

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am DAREN LI's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



CHRISTY O'CONNOR  
Attorney for Defendant DAREN LI

11/1/24

Date