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6 Attorneys for United States of America

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

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 GEORGE DEMOS,

14 Defendant.

Case No. **25-cr-00682-RSH**

PLEA AGREEMENT

15 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
16 AMERICA, through its counsel, ANDREW R. HADEN, Acting United States
17 Attorney, and Janaki G. Chopra, Assistant U.S. Attorney, and Defendant
18 GEORGE DEMOS, with the advice and consent of Elliott Kanter, counsel
19 for Defendant, as follows:

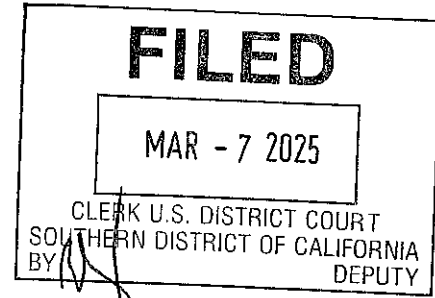
20 **I**

21 **THE PLEA**

22 Defendant agrees to waive indictment and plead guilty to a single-
23 count Information charging Defendant with insider trading, in violation
24 of 15 U.S.C. §§ 78j(b) and 78ff, and 17 C.F.R. § 240.10b-5. In addition,
25 Defendant consents to the forfeiture allegation of the Information and
26 consents to a forfeiture money judgment outlined in the attached
27 forfeiture addendum, incorporated herein.

28
Plea Agreement

Def. Initials GD
United States v. Demos



1 In exchange for Defendant's guilty plea, the United States agrees
 2 to not bring any additional charges against Defendant for conduct
 3 outlined in the "Factual Basis" section of this plea agreement. If
 4 Defendant breaches this agreement or the guilty plea is set aside,
 5 section XII below shall apply.

6 II

7 NATURE OF THE OFFENSE

8 A. ELEMENTS EXPLAINED

9 The offense to which Defendant is pleading guilty, and as alleged
 10 in Count 1 of the Information, has the following elements:

- 11 1. The defendant willfully used a device or scheme to
 12 defraud someone or engaged in any act, practice, or
 13 course of business that operates or would operate as a
 14 fraud or deceit upon any person;
- 15 2. The defendant's acts were undertaken in connection with
 16 the purchase or sale of shares of Acadia Pharmaceuticals
 17 (NASDAQ ticker symbol: ACAD), which were securities
 18 within the meaning of 15 U.S.C. § 78c(a)(10);
- 19 3. The defendant directly or indirectly used a national
 20 securities exchange in connection with these acts; and
- 21 4. The defendant acted knowingly.

22 B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

23 The Factual Basis is recited in Exhibit A, attached hereto and
 24 incorporated fully herein. Defendant has fully discussed the facts of
 25 this case with defense counsel. Defendant has committed each element of
 26 the crime and admits that there is a factual basis for this guilty plea.

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III

PENALTIES

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

- A. a maximum 20 years in prison;
- B. a maximum fine of \$5,000,000 or twice the gross gain or gross loss resulting from the offense;
- C. a mandatory special assessment of \$100 per count;
- 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. forfeiture of any property, real and personal, which constitutes or is derived from proceeds traceable to the violation.

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS AND
UNDERSTANDING OF CONSEQUENCES

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

- 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,

1 F. Not testify or have any adverse inferences drawn from the
2 failure to testify.

3 V

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

6 Any information establishing the factual innocence of Defendant
7 known to the undersigned prosecutor in this case has been turned over
8 to Defendant. The United States will continue to provide such
9 information establishing the factual innocence of Defendant.

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

18 VI

19 **DEFENDANT'S REPRESENTATION THAT GUILTY**
20 **PLEA IS KNOWING AND VOLUNTARY**

21 Defendant represents that:

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

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

8 VII

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

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

16 VIII

17 **APPLICABILITY OF SENTENCING GUIDELINES**

18 The sentence imposed will be based on the factors set forth in 18
19 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must
20 consult the United States Sentencing Guidelines (Guidelines) and take
21 them into account. Defendant has discussed the Guidelines with defense
22 counsel and understands that the Guidelines are only advisory, not
23 mandatory. The Court may impose a sentence more severe or less severe
24 than otherwise applicable under the Guidelines, up to the maximum in
25 the statute of conviction. The sentence cannot be determined until a
26 presentence report is prepared by the U.S. Probation Office and defense
27 counsel and the United States have an opportunity to review and
28 challenge the presentence report. Nothing in this plea agreement limits
the United States' duty to provide complete and accurate facts to the
district court and the U.S. Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

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

X

PARTIES' SENTENCING RECOMMENDATIONSA. SENTENCING GUIDELINE CALCULATIONS

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

- | | |
|---|-----|
| 1. Base Offense Level [§ 2B1.4(a)] | +8 |
| 2. Gain >\$550,000 [§§ 2B1.4(b)(1); 2B1.1(b)(1)(H)] | +14 |
| 3. Acceptance of Responsibility [§ 3E1.1] | -3 |
| 4. Zero-Point Offender [§ 4C1.1(a)] | -21 |

¹ The United States will recommend this departure at sentencing if the defendant qualifies for it after the preparation of a presentence report.

1 B. ACCEPTANCE OF RESPONSIBILITY

2 Despite paragraph A above, the United States need not recommend an
3 adjustment for Acceptance of Responsibility if Defendant engages in
4 conduct inconsistent with acceptance of responsibility including, but
5 not limited to, the following:

- 6 1. Fails to truthfully admit a complete factual basis as
7 stated in the plea at the time the plea is entered, or
8 falsely denies, or makes a statement inconsistent with,
9 the factual basis set forth in this agreement;
- 10 2. Falsely denies prior criminal conduct or convictions;
- 11 3. Is untruthful with the United States, the Court or
12 probation officer;
- 13 4. Contests or assists any third party in contesting the
14 forfeiture of property seized in connection with this
15 case, and in connection with the related civil
16 forfeiture case; or
- 17 5. Breaches this plea agreement in any way.

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

20 Defendant may request or recommend additional downward
21 adjustments, departures, or variances from the Sentencing Guidelines
22 under 18 U.S.C. § 3553. The United States will oppose any downward
23 adjustments, departures, or variances not set forth in Section X,
24 paragraph A above.

25 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

26 The parties have **no** agreement as to Defendant's Criminal History
27 Category.
28

1 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

2 The facts in the "factual basis" paragraph of this agreement are
 3 true and may be considered as "relevant conduct" under USSG § 1B1.3 and
 4 as the nature and circumstances of the offense under 18 U.S.C.
 5 § 3553(a)(1).

6 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

7 The United States will recommend that Defendant be sentenced to a
 8 term of 12 months and 1 day in the custody of the Bureau of Prisons.

9 G. SPECIAL ASSESSMENT/FINE/RESTITUTION

10 1. Special Assessment

11 The parties will jointly recommend that Defendant pay a special
 12 assessment in the amount of \$100.00 per felony count of conviction to
 13 be paid forthwith at time of sentencing. Special assessments shall be
 14 paid through the office of the Clerk of the District Court by bank or
 15 cashier's check or money order made payable to the "Clerk, United States
 16 District Court."

17 2. Fine

18 In light of the forfeiture owed and agreed upon in this case, the
 19 United States will not recommend that Defendant pay a fine.

20 H. FORFEITURE

21 As outlined in the attached forfeiture addendum, Defendant agrees
 22 to a forfeiture money judgment of \$1,313,263.00, which the parties agree
 23 represents the total gain realized through the charged offense.

24 I. SUPERVISED RELEASE

25 If the Court imposes a term of supervised release, Defendant will
 26 not seek to reduce or terminate early the term of supervised release
 27 until Defendant has served at least 2/3 of the term of supervised
 28

1 release and has fully paid and satisfied any special assessments, fine,
2 criminal forfeiture judgment, and restitution judgment.

3 **XI**

4 **DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK**

5 Defendant waives (gives up) all rights to appeal and to
6 collaterally attack every aspect of the conviction and sentence. This
7 waiver includes, but is not limited to, any argument that the statute
8 of conviction or Defendant's prosecution is unconstitutional and any
9 argument that the facts of this case do not constitute the crime
10 charged. T The only exceptions are 1) Defendant may appeal a custodial
11 sentence above the high end of the guideline range recommended by the
12 United States at sentencing, and 2) Defendant may collaterally attack
13 the conviction or sentence on the basis that Defendant received
14 ineffective assistance of counsel. If Defendant appeals, the United
15 States may support on appeal the sentence or restitution order actually
16 imposed.

17 **XII**

18 **BREACH OF THE PLEA AGREEMENT**

19 Defendant and Defendant's attorney know the terms of this agreement
20 and shall raise, before the sentencing hearing is complete, any claim
21 that the United States has not complied with this agreement. Otherwise,
22 such claims shall be deemed waived (that is, deliberately not raised
23 despite awareness that the claim could be raised), cannot later be made
24 to any court, and if later made to a court, shall constitute a breach
25 of this agreement.

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

- 4 1. Failing to plead guilty pursuant to this agreement;
- 5 2. Failing to fully accept responsibility as established in
6 Section X, paragraph B, above;
- 7 3. Failing to appear in court;
- 8 4. Attempting to withdraw the plea;
- 9 5. Failing to abide by any court order related to this case;
- 10 6. Appealing (which occurs if a notice of appeal is filed)
11 or collaterally attacking the conviction or sentence in
12 violation of Section XI of this plea agreement; or
- 13 7. Engaging in additional criminal conduct from the time of
14 arrest until the time of sentencing.

15 If Defendant breaches this plea agreement, Defendant will not be
16 able to enforce any provisions, and the United States will be relieved
17 of all its obligations under this plea agreement. For example, the
18 United States may proceed to sentencing but recommend a different
19 sentence than what it agreed to recommend above. Or the United States
20 may pursue any charges including those that were dismissed, promised to
21 be dismissed, or not filed as a result of this agreement (Defendant
22 agrees that any statute of limitations relating to such charges is
23 tolled indefinitely as of the date all parties have signed this
24 agreement; Defendant also waives any double jeopardy defense to such
25 charges). In addition, the United States may move to set aside
26 Defendant's guilty plea. Defendant may not withdraw the guilty plea
27 based on the United States' pursuit of remedies for Defendant's breach.
28

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

XIII

CONTENTS AND MODIFICATION OF AGREEMENT

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

XIV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, Defendant certifies that Defendant has read it (or that it has been read to Defendant in Defendant's native

language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

XV

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.

ANDREW R. HADEN
Acting United States Attorney

March 5, 2025

DATED

Janaki G. Chopra
JANAKI G. CHOPRA
Assistant U.S. Attorney

03/03/2025

DATED

Elliott Kanter
ELLIOTT KANTER
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.

03 MAR 2025

DATED

George Demos
GEORGE DEMOS
Defendant

Approved By:

George Manahan
GEORGE MANAHAN
Assistant U.S. Attorney

EXHIBIT A

STATEMENT OF FACTS

Defendant GEORGE DEMOS swears under penalty of perjury that the following facts are true and undisputed, and are incorporated by reference as part of the Factual Basis of Defendant's Plea Agreement:

Background

At all times relevant to the charge in the Information:

1. Acadia Pharmaceuticals, Inc. ("Acadia") was a biopharmaceutical company based in San Diego, California. Shares of Acadia were publicly traded on the National Association of Securities Dealers Automated Quotations Stock Market ("NASDAQ"), a national securities exchange, under the symbol "ACAD," and was therefore a security within the meaning of 15 U.S.C. § 78c(a)(10). Acadia was an issuer with securities registered under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act") and was required to file reports under Section 13 of the Exchange Act.

2. The Food and Drug Administration ("FDA") was a federal agency of the Department of Health and Human Services. The FDA was responsible for protecting and promoting public health through the control and supervision of, among other things, prescription drugs.

3. As of 2021, Acadia's only fully FDA-approved pharmaceutical product was Pimavanserin, sold under the brand name Nuplazid, for the treatment of Parkinson's disease psychosis.

4. Acadia had a Policy Against Trading on the Basis of Inside Information (the "Insider Trading Policy") that applied to all Acadia employees, including Defendant. The Insider Trading Policy prohibited Acadia employees from trading in Acadia stock while in possession of

1 material nonpublic information. The Insider Trading Policy defined
2 "inside information" as "important information about [Acadia] . . .
3 that is not yet publicly available (i.e., information that has not yet
4 been disclosed to the public in a press release or filing with the
5 Securities and Exchange Commission (the "SEC")) about [Acadia]." The
6 Insider Trading Policy stated it was illegal "for anyone to use inside
7 information to gain personal benefit" The Insider Trading Policy
8 stated that the following items, among others, may be considered inside
9 information: scientific, clinical or regulatory achievements; the
10 status of product development programs; and the launch of new products.

11 5. Defendant was a resident of San Diego, California. Defendant
12 held a medical doctorate degree. Defendant became employed by Acadia in
13 or about October 2015. In or about 2020, Defendant was promoted to Vice
14 President of Drug Safety and Pharmacovigilance at Acadia. As part of
15 his employment at Acadia, Defendant was also a member of the labeling
16 team, which focused on developing drug labels.

17 6. By virtue of Defendant's employment and job responsibilities
18 with Acadia, Defendant had access to material nonpublic information
19 belonging to Acadia, including information about the drug approval and
20 labeling process with the FDA, prior to such information being released
21 to the investing public.

22 7. By virtue of Defendant's employment and job responsibilities
23 with Acadia, Defendant owed a fiduciary duty and duty of trust and
24 confidence to Acadia and its shareholders.

25 8. Defendant held an individual brokerage account at E*Trade
26 with account number ending in -2651.

27 //

28 //

The Scheme to Defraud

9. Defendant learned, by virtue of his role as Vice President of Drug Safety and Pharmacovigilance, and membership on the labeling team at Acadia, that in 2020, Acadia had applied for FDA approval for the expansion of the label for Nuplazid to treat dementia-related psychosis ("DRP"). For example, Defendant knew that:

- a. On or about June 3, 2020, Acadia submitted a supplemental New Drug Application ("sNDA") for Nuplazid to the FDA to expand the label;
- b. From on or about June 3, 2020, to in or about February 2021, Acadia communicated with the FDA regarding its review of the sNDA; and,
- c. Acadia expected to commence labeling discussions with the FDA on or about March 3, 2021.

10. Defendant knew that expanding the label was expected to generate significant revenue for Acadia because the expanded drug could treat a larger patient population.

11. Defendant knew Acadia's involvement in the sNDA was material nonpublic information that a reasonable investor would find to be material to the decision whether or not to trade in Acadia securities and, when publicly announced, would materially affect Acadia's share price. Defendant knew that an approval of the sNDA would positively affect the stock price while a denial of the sNDA would negatively affect the stock price.

12. In March 2021, Defendant learned that discussions with the FDA had stalled, indicating a problem with the label. For example, Defendant received internal Acadia emails that continually postponed

1 the meeting of the labeling team beyond the initial target date of March
2 3, 2021, to commence labeling discussions.

3 13. Upon receiving these emails, Defendant texted with Acadia co-
4 workers that he believed there was "bad news," and that the postponement
5 of the meeting potentially indicated "no label."

6 14. On or about March 8, 2021, Defendant received an internal
7 Acadia email moving the meeting of the labeling team from March 8, 2021,
8 to March 9, 2021. The email had subject line, "PLACEHOLDER - NUPLAZID
9 DRP Labeling SubTeam." The email stated, "Updated placeholder timeslot
10 as we have not yet received FDA feedback on draft DRP label."

11 15. On or about March 8, 2021, at approximately 8:27 a.m. Pacific
12 Time, Defendant texted an Acadia co-worker, "So...today's labeling
13 meeting moved to tomorrow..."

14 **Defendant Knowingly Conducts Securities Transactions**
15 **on the Basis of Material Nonpublic Information**

16 16. On or about March 8, 2021, after receiving the above email
17 moving the meeting of the labeling team, at approximately 10:32 a.m.
18 Pacific Time, Defendant knowingly and willfully sold 60,800 shares of
19 Acadia stock at an average share price of approximately \$46.61 for
20 \$2,833,856.15 through his individual brokerage account at E*Trade
21 ending in -2651.


22 17. On or about March 8, 2021, at approximately 12:00 p.m. Pacific
23 Time, Acadia uploaded a press release to BusinessWire ("the Corporate
24 Disclosure") announcing that on or about March 3, 2021, the FDA notified
25 Acadia it had identified deficiencies in the sNDA. At approximately
26 1:05 p.m. Pacific Time, the Corporate Disclosure was publicly available
27 on BusinessWire.

1 18. On or about March 8, 2021, at approximately 1:13 p.m. Pacific
 2 Time, the Acadia Chief Executive Officer sent a company-wide internal
 3 email, which Defendant received, with "DRP Update" in the subject line.
 4 The email stated that Acadia had just issued its press release (the
 5 Corporate Disclosure) "providing a regulatory update" on the sNDA and
 6 indicating that the FDA had identified "deficiencies" that prevented
 7 the FDA from discussing the label with Acadia.

8 19. On or about March 9, 2021, the first full trading day after
 9 the Corporate Disclosure, at the close of the market, Acadia's stock
 10 dropped approximately 45% to approximately \$25.02 per share, reflecting
 11 that the negative information about the sNDA was material to the
 12 investing public.

13 20. By selling Acadia stock on March 8, 2021, before the Corporate
 14 Disclosure, Defendant avoided a loss of approximately \$1,313,263.00.

15
 16 03 MAR 2025
 17 DATED


 GEORGE DEMOS
 Defendant

18 03/03/2025
 19 DATED


 ELLIOTT KANTER
 Defense Counsel

FORFEITURE ADDENDUM TO PLEA AGREEMENT

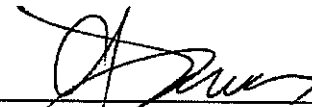
United States v. George Demos

Case No. 25-cr-00682-RSH

Defendant understands and agrees that this forfeiture addendum to the plea agreement will be filed with the Court at the same time as the filing of the main plea agreement. The Court at the time of the Fed. R. Crim. P. Rule 11 plea colloquy will have both the main plea agreement and this addendum before the Court, and any reference during the hearing to the "plea agreement" will be understood to be a reference to the main plea agreement together with this addendum. Both parties will ensure that the Court is aware of and is considering both the plea agreement and this addendum at the Rule 11 hearing. If this issue is not raised by either party at the Rule 11 hearing, any objection relating to that issue will be considered waived.

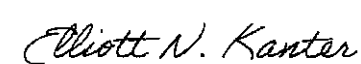
I, the defendant, certify that I have read the preceding paragraph (or it has been read to me in my native language), and that I have discussed it with my counsel and fully understand its meaning and effect. I am satisfied with counsel's representation.

Date: 28 Jan 2025


George Demos
Defendant

Acknowledgement by Defense Counsel:

Date: February 03, 2025


Elliott Kanter
Defense Counsel

1 A. Penalty. In addition to the penalties in the plea agreement,
2 federal law states that the Defendant must forfeit to the United States
3 all property, real and personal, which constitutes or is derived from
4 proceeds obtained directly or indirectly from the offense, Securities
5 Fraud, in violation of 15 U.S.C. §§ 78j(b) and 78ff, and 17 C.F.R. §
6 240.10b-5. Defendant understands that forfeiture is mandatory in this
7 case.

8 B. Property Subject to Forfeiture. In addition to pleading guilty
9 to Count 1 of the Information, as set forth in Section I of the main
10 agreement, Defendant agrees to forfeit to the United States, in the form
11 of a personal forfeiture money judgment against him, all proceeds he
12 obtained in the amount of \$1,313,263.00, which shall be included in the
13 judgment in this case.

14 C. Immediate Payment and Accrual of Interest. Defendant agrees
15 he will use his best efforts to pay the full amount of the judgment as
16 soon as possible after execution of the plea agreement. Defendant
17 further acknowledges and agrees that the personal money judgment against
18 Defendant shall accrue interest from the date of entry of the Order of
19 Forfeiture in accordance with 18 U.S.C. § 3612(f) and 28 U.S.C. § 1961.
20 The Defendant agrees that the United States may take all actions
21 available to it to collect the full amount of the judgment, including
22 enforcement of the judgment against substitute assets as provided in 18
23 U.S.C. § 982(b) which incorporates 21 U.S.C. § 853(p) and actions
24 available under the Federal Debt Collections Procedure Act.

25 D. Financial Disclosure Statement. Within 30 days of signing the
26 plea agreement Defendant will provide the United States a financial
27 disclosure statement disclosing all assets he owns or in which he has
28 an interest. The financial statement must be signed under penalty of

1 perjury and also disclose all property transferred, assigned, or
2 otherwise encumbered since the date Defendant was charged with the
3 criminal offense. The disclosure must state the full name and address
4 of all transferees, the exact amount or description of the property
5 transferred, and the consideration received or promised for each
6 transfer.

7 E. Bases of Forfeiture. Defendant acknowledges that the
8 forfeiture in the amount of \$1,313,263.00 against him represents the
9 moneys subject to forfeiture to the United States as proceeds he
10 personally obtained from the illegal conduct in violation of 15 U.S.C.
11 §§ 78j(b) and 78ff, and 17 C.F.R. § 240.10b-5, and subject to forfeiture
12 to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.
13 § 2461(c).

14 F. Immediate Entry of an Order of Forfeiture. Defendant consents
15 and agrees to the immediate entry of an order of forfeiture upon entry
16 of the guilty plea. Defendant further agrees that upon entry of the
17 order of forfeiture, such order will be considered final as to Defendant.
18 Defendant agrees to immediately withdraw any claims to property directly
19 or indirectly related to the criminal conduct seized in connection with
20 this case in any pending administrative and civil forfeiture proceeding,
21 and consents to the forfeiture of all properties seized in connection
22 with this case to the United States. Defendant agrees to execute any and
23 all documents requested by the Government to facilitate or complete the
24 forfeiture process. Defendant further agrees not to contest or to assist
25 any other person or entity in contesting the forfeiture of the property
26 seized in connection with this case. Defendant further agrees that the
27 forfeiture judgment imposed by the Court will be (i) subject to immediate
28 enforcement, and (ii) submitted to the Treasury Offset Program so that

1 any federal payment or transfer of returned property the Defendant
2 receives may be offset and applied to the outstanding balance on the
3 forfeiture.

4 G. Entry of Orders of Forfeiture and Waiver of Notice. Defendant
5 consents and agrees to the entry of orders of forfeiture for such
6 property and waives the requirements of Federal Rules of Criminal
7 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the
8 charging instrument, announcement of the forfeiture at sentencing, and
9 incorporation of the forfeiture in the judgment. Defendant acknowledges
10 that defendant understands that the forfeiture of assets is part of the
11 sentence that may be imposed in this case and waives any failure by the
12 Court to advise Defendant of this, pursuant to Rule 11(b)(1)(J), at the
13 time the Court accepts the guilty plea(s).

14 H. Waiver of Constitutional and Statutory Challenges. Defendant
15 further agrees to waive all constitutional and statutory challenges in
16 any manner (including direct appeal, habeas corpus, or any other means)
17 to any forfeiture carried out in accordance with this agreement on any
18 grounds, including that the forfeiture constitutes an excessive fine or
19 punishment. Defendant agrees to take all steps as requested by the
20 United States to pass clear title to forfeitable assets to the United
21 States, and to testify truthfully in any judicial forfeiture proceeding.

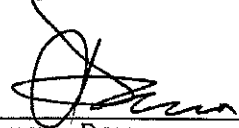
22 I. Agreement Survives Defendant; No Forfeiture Abatement.
23 Defendant agrees that the forfeiture provisions of this plea agreement
24 are intended to, and will, survive Defendant, notwithstanding the
25 abatement of any underlying criminal conviction after the execution of
26 this agreement. The forfeitability of any particular property pursuant
27 to this agreement shall be determined as if Defendant had survived, and
28 that determination shall be binding upon Defendant's heirs, successors

1 and assigns until the agreed forfeiture, including any agreed money
2 judgment amount, is collected in full.

3 J. Substitute Assets/Collection of Forfeiture. Defendant
4 acknowledges and agrees that the forfeiture in this case includes entry
5 of a forfeiture judgment for all proceeds of the offense he/she received.
6 Interest shall accrue on the forfeiture from the date of entry of the
7 Order of Forfeiture and shall accrue thereon in accordance with 18 U.S.C.
8 §3612(f) and 28 U.S.C. § 1961. The Defendant agrees that the conditions
9 for collection of the forfeiture against any and all other assets and
10 properties under Title 21, U.S.C., Sec. 853(p) exist. The Defendant
11 agrees the United States may take any and all actions available to it
12 to collect the full amount of the forfeiture, including, but not limited
13 to enforcement of the judgment against substitute assets as provided in
14 Title 21, U.S.C. §853(p) and actions available under the Federal Debt
15 Collections Procedure Act.

16 The Defendant understands that the main plea agreement and this
17 addendum embody the entire plea agreement between the parties and
18 supersedes any other plea agreement, written or oral.

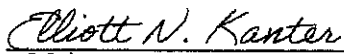
19
20 28 Jan 2025
21 Date


George Demos
Defendant

22 **Acknowledgement by Counsel:**

23
24 February 03, 2025

25 Date


Elliott Kanter
Defense Counsel

26
27 February 3, 2025

28 Date


Janaki G. Chopra
Assistant U.S. Attorney