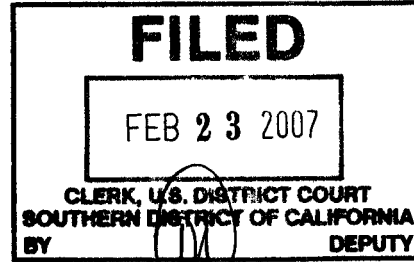


FEB. 8. 2007 10:57AM

NO. 7406 P. 2

Original
Final Copy

1 CAROL C. LAM
 United States Attorney
 2 SANJAY BHANDARI
 Assistant U.S. Attorney
 3 California State Bar No. 181920
 JASON A. FORGE
 4 Assistant U.S. Attorney
 California State Bar No. 181542
 5 PHILLIP L. B. HALPERN
 Assistant U.S. Attorney
 6 California State Bar No. 133370
 7 Federal Office Building
 880 Front Street, Room 6293
 8 San Diego, California 92101-8893
 9 Attorneys for Plaintiff
 United States of America



11 UNITED STATES DISTRICT COURT
 12 SOUTHERN DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,)	Criminal Case No.
)	
14 Plaintiff,)	
)	
15 v.)	
)	<u>PLEA AGREEMENT</u>
16 THOMAS THEODORE KONTOGIANNIS,)	
aka Tommy K,)	
)	
17 Defendant.)	
)	
18)	

19
 20 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
 21 AMERICA, through its counsel, Carol C. Lam, United States Attorney,
 22 and Sanjay Bhandari, Jason A. Forge, and Philip L.B. Halpern,
 23 Assistant United States Attorneys, and defendant, THOMAS THEODORE
 24 KONTOGIANNIS, with the advice and consent of Greg O'Connell, counsel
 25 for defendant, as follows:

26 //
 27 //
 28 //

6 way

Def. Initials *[Signature]*

FEB. 8. 2007 10:57AM

NO. 7408 P. 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I

THE PLEA

Defendant agrees to waive Indictment and plead guilty to a one-count Information charging defendant with Engaging in a Monetary Transaction in Property Derived from Specified Unlawful Activity, in violation of Title 18, United States Code, Section 1957.

II

NATURE OF THE OFFENSES

A. ELEMENTS EXPLAINED

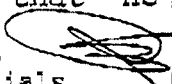
Defendant understands that the offense to which he is pleading guilty has the following elements:

1. The defendant knowingly engaged or attempted to engage in a monetary transaction;
2. The defendant knew that the transaction involved criminally derived property;
3. The property had a value of greater than \$10,000;
4. The property was, in fact, derived from honest services wire fraud or bribery; and
5. The transaction occurred in the United States.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

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

In November 2001, defendant spoke with his nephew, John Michael, about handling the financing for a condominium in Arlington, Virginia, being purchased for approximately \$350,000 by Congressman Randy "Duke" Cunningham. In particular, defendant told his nephew that he

Def. Initials 

FEB 9 2007 10:24AM

NO. 7432 3, 2

1 (defendant): (1) would provide the \$200,000 down payment for the
 2 condominium; and (2) wanted Coastal Capital Corporation -- a New York-
 3 based mortgage company -- to finance the remaining \$150,000. Michael
 4 was the President of Coastal Capital, but defendant provided financial
 5 backing for the company and regularly directed Michael as to how
 6 certain transactions should be handled. On December 3, 2001, pursuant
 7 to his discussions with, and directions from, defendant, Michael
 8 caused the \$200,000 down payment to be wired from one of Coastal
 9 Capital's accounts to the escrow account for Cunningham's Condominium
 10 purchase. As directed by defendant, Coastal Capital financed the
 11 remaining \$150,000 balance of Cunningham's purchase.

12 At the time of the above transaction, Cunningham told defendant
 13 that he would sell defendant the 65-foot yacht, the "Kelly C" at a
 14 price that included the \$200,000 down payment. Although defendant did
 15 not particularly wish to have a boat and was aware that he was likely
 16 overpaying for the vessel, defendant agreed to the transaction because
 17 he wanted to maintain his relationship with Cunningham, a powerful
 18 public official who could assist defendant in various ways.

19 In November 2003, defendant spoke with Michael about another
 20 property that Cunningham planned to buy and finance through Coastal
 21 Capital: an estate in Rancho Santa Fe, California. Cunningham,
 22 defendant, and Michael discussed Cunningham's expectation that he was
 23 to receive a half-million dollars from another source soon after he
 24 completed his purchase of the Rancho Santa Fe estate. In light of
 25 defendant's own dealings with Cunningham, among other reasons,
 26 defendant believed that the \$500,000 Cunningham was expecting was the
 27 proceeds of some unlawful activity, and he deliberately decided not
 28 to inquire about the source of this money. Pursuant to defendant's

Def. Initials 

FEB. 8. 2007 10:53AM

NO. 7408 P. 5

1 directions, Michael arranged to finance Cunningham's Rancho Santa Fe
2 purchase with two mortgages: a first in the amount of \$595,000; and
3 a second in the amount of \$500,000.

4 Because it was anticipated that Cunningham would have the money
5 to pay off his second mortgage on the Rancho Santa Fe estate, Michael
6 did not follow his normal practice of packaging Cunningham's second
7 mortgage with others for sale to a bank or other institutional
8 investor. When Cunningham failed to deliver the \$500,000 as quickly
9 as he had led defendant and Michael to believe he would, it posed a
10 problem for Michael inasmuch as Coastal Capital had financed
11 Cunningham's second mortgage with funds obtained on a short-term basis
12 from one of its warehouse lenders.

13 From February through April of 2004, defendant and Michael spoke
14 regularly about this problem. They eventually decided to address the
15 problem by steering to Coastal Capital \$512,538.75 from the proceeds
16 of a separate and fraudulent mortgage they had arranged previously,
17 unrelated to Cunningham's financing. Defendant and Michael had
18 intended for all of the proceeds of this fraudulent mortgage to go to
19 an entity defendant controlled. Instead, on May 6, 2004, when the
20 fraudulent mortgage closed, \$512,538.75 of the proceeds went to
21 Coastal in order to payoff its warehouse lender, while defendant
22 waited for the money Cunningham had been promising.

23 Defendant, Michael, and others were also involved in writing and
24 selling fraudulent mortgages on various properties, including the
25 property that was the subject of the fraudulent mortgage used to
26 payoff Cunningham's second mortgage. Most of the properties involved
27 were not built (and in some cases never built), or only partially
28 constructed. Appraiser Steven Martini created appraisals for these

Def. Initials 

FEB. 8. 2007 10:58AM

NO. 7408 P. 6

1 properties, which enable defendant and Michael to write and sell the
2 fraudulent mortgages. Both before and after this transaction (the
3 payoff of Cunningham's second mortgage), defendant and Michael had
4 regularly engaged in financial transactions involving the proceeds of
5 unlawful activities, mostly mortgage/bank fraud, which transactions
6 promoted these unlawful activities (such as mortgage/bank fraud).

7 In or about May 2004, Cunningham told defendant that his
8 "partner" would be sending him \$500,000 to pay off the second
9 mortgage. Defendant informed Cunningham that he should have his
10 "partner" send \$525,000 to cover all of the expenses associated with
11 paying off the mortgage. He also told Cunningham to have his "partner"
12 contact Parkview Financial to get the information on how to wire the
13 funds. On or about May 12, 2004, Cunningham's "partner" (Brent Wilkes)
14 transferred \$525,000 by wire from San Diego to the New York bank
15 account of Parkview Financial (another entity controlled by defendant)
16 in order to cover the earlier payoff of Cunningham's second mortgage
17 by the defendant. Prior to the transfer of the \$525,000 by Wilkes,
18 defendant had no discussions regarding the Cunningham transactions
19 with Wilkes. In fact, defendant never purchased the second mortgage
20 from Coastal, and he and Michael discussed all of the foregoing
21 transactions as the means to pay off the second mortgage.

22 In August 2004, Wilkes contacted Parkview Financial, claiming
23 cash-flow problems and requesting the return of his "money for 60 days
24 or so." Defendant directed one of Parkview's employees to contact
25 Wilkes and inform him that the money was not available to be returned
26 (because it had been used to pay off Cunningham's second mortgage),
27 but that Wilkes could have the note on Cunningham's second mortgage.
28 Wilkes did not accept this offer. Subsequently, defendant spoke to

Def. Initials 

FEB. 9. 2007 10:58AM

NO. 7408 P. 7

1 an individual (either Wilkes or someone acting on his behalf) who was
2 pursuing the \$525,000. Defendant explained that the money had already
3 been applied to Cunningham's second mortgage, but that Wilkes could
4 have a copy of the paid off note if he wanted. This offer was also
5 declined. At the time defendant arranged to receive the \$525,000 wire
6 transfer from Wilkes, he believed that it was proceeds of unlawful
7 activity and he deliberately decided not to inquire about the source
8 of the money. Defendant acknowledges that it was, in fact, the
9 proceeds of honest services wire fraud and bribery.

10 On August 25, 2004, defendant again arranged and caused the
11 deposit of proceeds of unlawful activity into the bank account of
12 Parkview Financial. This time, the proceeds were delivered in the
13 form of two checks, totaling \$500,000, drawn on the account of MZM,
14 Inc. The checks were payable to Top Gun Enterprises, an entity that
15 Cunningham owned, and Cunningham endorsed the checks before delivering
16 them to defendant for deposit. Once again, defendant believed that
17 these funds were proceeds of unlawful activity and he deliberately
18 decided not to inquire about the source of the money. Defendant
19 acknowledges that the funds were, in fact, the proceeds of honest
20 services wire fraud and bribery.


21 III

22 PENALTIES

23 Defendant understands that the crime to which defendant is
24 pleading guilty carries the following penalties:

25 18 U.S.C. § 1957

- 26 A. a maximum 10 years in prison;
- 27 B. a maximum fine of \$250,000 or twice the amount of the
- 28 criminally derived property involved in the transaction;

Def. Initials 

FEB. 8. 2007 10:55AM

NO. 7408 P. 8

- 1 C. a mandatory special assessment of \$100; and
- 2 D. a term of supervised release of up to three years.

3 Defendant understands that failure to comply with any of the
 4 conditions of supervised release may result in revocation of
 5 supervised release, requiring defendant to serve in prison all or part
 6 of the term of supervised release.

7 Defendant further understands that by pleading guilty, defendant
 8 may become ineligible for federal benefits.

9 IV

10 FORFEITURE

11 Defendant agrees to forfeit all of his right, title, and
 12 community property interest in the following assets, which constitute
 13 or were derived from proceeds traceable to violations 18 U.S.C.
 14 §§ 201, 1341, 1343, 1346, and 1957 or which are substitute assets:
 15 \$1,012,538.75 in United States currency, which defendant will remit
 16 to the Government by May 1, 2007.

17 To the extent necessary, defendant further agrees not to contest
 18 the administrative forfeiture of the foregoing assets. Further,
 19 defendant knowingly and voluntarily waives any rights and defenses he
 20 may have under the Excessive Fines Clause of the Eighth Amendment to
 21 the United States Constitution to the forfeiture of the above-
 22 described property in this proceeding or any related civil proceeding.
 23 The parties have reached no agreement regarding any property or assets
 24 other than the above-described property, and defendant understands
 25 that the Government may attempt to forfeit additional property,
 26 including, but not limited to, additional assets that constitute or
 27 were derived from the conduct described in this plea agreement.

28

Def. Initials 

FEB 8 2007 10:58AM

NO. 7408 P. 9

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V

DEFENDANT'S WAIVER OF TRIAL RIGHTS

Defendant understands that this guilty plea waives the right to:

- A. continue to plead not guilty and require the Government 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 of trial;
- D. confront and cross-examine adverse witnesses;
- E. present evidence and to have witnesses testify on behalf of defendant;
- F. not testify or have any adverse inferences drawn from the failure to testify; and
- G. contest the forfeiture of the above-described property.

VI

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

The Government represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to defendant. The Government will continue to provide such information establishing the factual innocence of defendant.

Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty defendant will not be provided this information, if any, and

Def. Initials 

FEB. 8. 2007 10:58AM

NO. 7406 P. 10

1 Defendant also waives the right to this information. Finally,
2 defendant agrees not to attempt to withdraw the guilty plea or to file
3 a collateral attack based on the existence of this information.

4 VII

5 DEFENDANT'S REPRESENTATION THAT GUILTY
6 PLEA IS KNOWING AND VOLUNTARY

7 Defendant represents that:

- 8 A. Defendant has had a full opportunity to discuss all the
9 facts and circumstances of this case with defense counsel,
10 and has a clear understanding of the charges and the
11 consequences of this plea;
- 12 B. No one has made any promises or offered any rewards in
13 return for this guilty plea, other than those contained in
14 this plea agreement or otherwise disclosed to the court;
- 15 C. No one has threatened defendant or defendant's family to
16 induce this guilty plea; and
- 17 D. Defendant is pleading guilty because in truth and in fact
18 defendant is guilty and for no other reason.

19 VIII

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

22 This plea agreement is limited to the United States Attorney's
23 Office for the Southern District of California, and, with respect only
24 to the criminal conduct described in this plea agreement, the Southern
25 District of New York, and cannot bind any other federal, state or
26 local prosecuting, administrative, or regulatory authorities, although
27 the Government will bring this plea agreement to the attention of
28 other authorities if requested by defendant.

Def. Initials 

FEB. 8. 2007 10:59AM

NO. 7408 P. 11

IX


APPLICABILITY OF SENTENCING GUIDELINES

Defendant understands the sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). Defendant understands further that in imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory, and the court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statutes of conviction. Defendant understands further that the sentence cannot be determined until a presentence report has been prepared by the U.S. Probation Office and defense counsel and the Government have had an opportunity to review and challenge the presentence report. Nothing in this plea agreement shall be construed as limiting the Government's duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

X

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the sentencing judge. The Government has not made and will not make any representation as to what sentence defendant will receive. Defendant understands that the sentencing judge may impose the maximum sentence provided by statute, and is also aware that any estimate of the probable sentence by defense counsel is a prediction, not a promise, and is not binding on the Court. Likewise, the recommendation made by the Government is not binding on

Def. Initials 

FEB. 8. 2007 10:59AM

NO. 7408 P. 12

1 the Court, and it is uncertain at this time what defendant's sentence
2 will be. Defendant also has been advised and understands that if the
3 sentencing judge does not follow any of the parties' sentencing
4 recommendations, defendant nevertheless has no right to withdraw the
5 plea.

6 XI

7 PARTIES' SENTENCING RECOMMENDATIONS

8 A. SENTENCING GUIDELINE CALCULATIONS

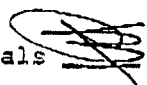
9 Although the parties understand that the Guidelines are only
10 advisory and just one of the factors the court will consider under 18
11 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly
12 recommend that the Court utilize the November 2006 Guideline Manual
13 and the following Base Offense Levels, Specific Offense
14 Characteristics, and Adjustments set forth in the Guidelines:

15	1. Base Offense Level	
16	[§§ 2B1.1(a)(2) and 2B1.1(b)(1)(I)]	24
17	2. Defendant in business of laundering funds	
18	[§ 2B1.1(b)(2)(C)]	+4
19	3. Sophisticated Laundering	
20	[§ 2B1.1(b)(3)]	+2
21	4. Aggravating Role	
22	[§ 3B1.1(c)]	+2
23	5. Acceptance of Responsibility [§ 3E1.1]	-3
24		<u>29</u>

23 B. ACCEPTANCE OF RESPONSIBILITY

24 Notwithstanding paragraph A.3 above, the Government will not
25 recommend any adjustment for Acceptance of Responsibility if
26 defendant:

- 27 1. Fails to admit a complete factual basis for the plea
- 28 at the time it is entered, or

Def. Initials 

FEB. 8. 2007 10:59AM

NO. 7408 P. 13

- 1 2. Denies involvement in the offense, gives conflicting
- 2 statements about that involvement, or is untruthful
- 3 with the Court or probation officer, or
- 4 3. Fails to appear in court, or
- 5 4. Engages in additional criminal conduct, or
- 6 5. Attempts to withdraw the plea, or
- 7 6. Refuses to abide by any lawful court order, or
- 8 7. Contests the forfeiture(s) or assists any third party
- 9 in contesting the forfeiture of properties seized in
- 10 connection with this case.

11 C. OTHER ADJUSTMENTS

12 The parties agree that both the Government and defendant are free
13 to argue for or against any upward or downward adjustments (other than
14 the adjustment for Sophisticated Laundering, which defendant is free
15 to argue against and the Government will argue for, neither party may
16 argue against the adjustments listed above).

17 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

18 There is no agreement as to defendant's Criminal History
19 Category.


20 E. DEPARTURES

21 The parties agree that both the Government and defendant are free
22 to argue for or against any upward or downward departures.

23 F. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

24 The parties agree that the facts in the "factual basis" section
25 of this agreement are true, and may be considered as "relevant
26 conduct" under USSG § 131.3 and as the nature and circumstances of the
27 offense under 18 U.S.C. § 3553(a)(1).

28

Def. Initials 

FEB. 8. 2007 10:59AM

NO. 7408 P. 14

1 G. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

2 The parties agree that the Government will recommend that
3 defendant be sentenced within the advisory Guidelines range as
4 calculated by the Government pursuant to this agreement.

5 H. SPECIAL ASSESSMENT

6 The parties will jointly recommend that defendant pay a special
7 assessment in the amount of \$100.00 to be paid forthwith at time of
8 sentencing. The special assessment shall be paid through the office
9 of the Clerk of the District Court by bank or cashier's check or money
10 order made payable to the "Clerk, United States District Court."

11 I. FINE

12 Fine. The parties have reached no agreement on the appropriate
13 fine, if any, to be imposed upon defendant.

14 Any fine shall be paid through the Office of the Clerk of the
15 District Court by bank or cashier's check or money order made payable
16 to the "Clerk, United States District Court."

17 Defendant agrees that, before sentencing, defendant shall provide
18 to the United States, under penalty of perjury, a financial disclosure
19 form listing all his assets and financial interests valued at more
20 than \$10,000. Defendant understands that these assets and financial
21 interests include all assets and financial interests in which
22 defendant has an interest (or had an interest subsequent to December
23 31, 1999), direct or indirect, whether held in defendant's own name
24 or in the name of another, in any property, real or personal.
25 Defendant shall also identify all assets valued at more than \$10,000
26 which have been transferred to third parties since January 1, 2000,
27 including the location of the assets and the identity of the third
28 party(ies).

Def. Initials 

FEB 8 2007 10:59AM

NO. 7408 P. 15

1 The parties will jointly recommend that as a condition of
2 probation or supervised release, defendant will notify the Collections
3 Unit, United States Attorney's Office, of any interest in property
4 obtained, directly or indirectly, including any interest obtained
5 under any other name, or entity, including a trust, partnership or
6 corporation after the execution of this plea agreement until the fine
7 or restitution is paid in full.

8 The parties will also jointly recommend that as a condition of
9 probation or supervised release, defendant will notify the Collections
10 Unit, United States Attorney's Office, before defendant transfers any
11 interest in property owned directly or indirectly by defendant,
12 including any interest held or owned under any other name or entity,
13 including trusts, partnerships and/or corporations.

14 XII

15 DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

16 In exchange for the Government's concessions in this plea
17 agreement, defendant waives, to the full extent of the law, any right
18 to appeal or to collaterally attack the conviction and sentence,
19 including any restitution order, unless the court imposes a custodial
20 sentence greater than the high end of the Guidelines recommended by
21 the Government pursuant to this plea agreement at the time of
22 sentencing. If the custodial sentence is greater than the high end
23 of that range, defendant may appeal, but the Government will be free
24 to support on appeal the sentence actually imposed. If defendant
25 believes the Government's recommendation is not in accord with this
26 plea agreement, defendant will object at the time of sentencing;
27 otherwise the objection will be deemed waived.

28

Def. Initials 

FEB. 8. 2007 10:59AM

NO. 7408 P. 16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XIII

CRIMES AFTER ARREST OR BREACH OF THE AGREEMENT WILL PERMIT THE GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR SET ASIDE THE PLEA

This plea agreement is based on the understanding that, prior to defendant's sentencing in this case, defendant has not committed or been arrested for any offense not known to the Government prior to defendant's sentencing. This plea agreement is further based on the understanding that defendant will commit no additional criminal conduct before sentencing. If defendant engages in additional criminal conduct during this period, or breaches any of the terms of any agreement with the Government, the Government will not be bound by the recommendations in this plea agreement, and may recommend any lawful sentence. In addition, at its option, the Government may move to set aside the plea.

XIV

ENTIRE AGREEMENT

This plea agreement embodies the entire plea agreement between the parties and supersedes any other plea agreement, written or oral.

XV

MODIFICATION OF AGREEMENT MUST BE IN WRITING

No modification of this plea agreement shall be effective unless in writing signed by all parties.

XVI

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this plea agreement, defendant certifies that defendant has read all 16 pages of this agreement. Defendant has discussed the terms of this plea agreement with defense counsel and fully understands its meaning and effect.

Def. Initials 

FEB. 8. 2007 11:00AM

NO. 7408 P. 17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

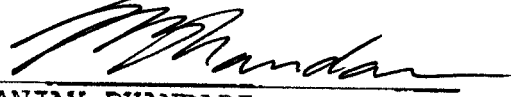
XIX

DEFENDANT SATISFIED WITH COUNSEL


Defendant has consulted with counsel and is satisfied with counsel's representation.

CAROL C. LAM
United States Attorney

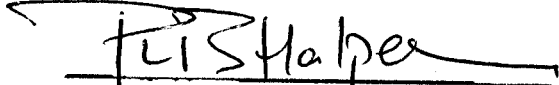
2/9/07
DATED


SANJAY BHANDARI
Assistant U.S. Attorney


2/9/07
DATED


JASON A. FORGE
Assistant U.S. Attorney

2/9/07
DATED



PHILLIP L.B. HALPERN
Assistant U.S. Attorney

2/9/07
DATED


GREG O'CONNELL
Attorney for Defendant

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" PARAGRAPH ABOVE ARE TRUE. I ALSO ACKNOWLEDGE THAT MY ADMISSION OF THESE FACTS IS NOT BEING MADE IN THE COURSE OF RULE 11 OF THE FEDERAL RULES OF CRIMINAL PROCEDURE NOR IN THE COURSE OF PLEA DISCUSSIONS, AND THEREFORE, THE GOVERNMENT MAY USE THESE ADMISSIONS AGAINST ME IN ANY PROCEEDING. AS TO THESE ADMISSIONS, I AM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING ANY PROTECTIONS I MAY HAVE AGAINST THEIR USE, INCLUDING, BUT NOT LIMITED TO, THOSE SET FORTH IN RULE 11 OF THE FEDERAL RULES OF CRIMINAL PROCEDURE AND RULE 410 OF THE FEDERAL RULES OF EVIDENCE.

2/9/07
DATED


THOMAS T. KONTOGIANNIS
Defendant

Def. Initials 