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8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

13 UNITED STATES OF AMERICA,)

14 Plaintiff,)

15 v.)

16 LI JUN LEI,)

17 Defendant.)

No. CR 02-20048 RMW

PLEA AGREEMENT

19 I, Li Jun Lei, and the United States Attorney's Office for the Northern District of
20 California (hereafter "the government") enter into this written plea agreement (the "Agreement")
21 pursuant to Rules 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

22 The Defendant's Promises

23 1. I agree to plead guilty to a superseding information charging me with Trafficking in
24 Counterfeit Goods, in violation of 18 U.S.C. § 2320(a). I agree that the elements of the offense
25 of trafficking in counterfeit goods are that: (1) I trafficked in goods or services; (2) the trafficking
26 was intentional; (3) I used a counterfeit mark on or in connection with the goods or services; and
27 (4) I knew the mark was counterfeit. I am further aware that the maximum penalties for this
28 offense are as follows:

PLEA AGREEMENT [LI JUN LEI]
CR 02-20048 RMW

FILED

NOV 14 2003

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

DOCUMENT NO.	CSA's INITIALS
AA	CS
DISTRICT COURT CRIMINAL CASE PROCESSING	

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- a. Maximum prison sentence 10 years
- b. Maximum fine \$2,000,000
- c. Maximum supervised release term 3 years
- d. Mandatory special assessment \$100
- e. Restitution Determined by Court
- f. Possible Deportation
- g. Criminal Forfeiture Determined by Court

2. I agree that I am guilty of the offense to which I will plead guilty, and I agree that the following facts are true:

(a). From approximately January 2000 to April 2002, I intentionally trafficked in counterfeit software programs and documentation bearing counterfeit marks of Microsoft Corporation, including marks for Windows 98, Windows NT Server, and Office 2000 Professional Edition. I participated in the distribution the counterfeit copies of these software programs for personal financial gain. The transactions in counterfeit software bearing counterfeit marks included a sale on January 26, 2000, when I sold 50 counterfeit copies of Microsoft Office 2000 Professional for \$2,000.

(b). I agree that the Court shall include as relevant conduct under the Sentencing Guidelines all of the additional transactions in counterfeit products identified below:

Date	Counterfeit Products	Quantity	Value
12/5/00	Microsoft Windows 98 with Manual	50	\$1,450
12/12/00	Microsoft Office 2000 Professional Edition	40	\$3,560
12/14/00	Microsoft Office 2000 Professional Edition	60	\$5,340
1/5/01	Microsoft Office 2000 Professional Edition with EULA	50	\$2,900
3/9/01	Microsoft Windows 2000 Server Version 4.0, 5-Client CAL	200	\$2,400
6/6/01	Microsoft Windows NT Workstation, Version 4.0 Microsoft Office 2000 Professional EULA	50 100	\$1,800 \$300
7/11/01	Microsoft Office 2000	25	\$2,200

8/30/01	Microsoft Windows 98 2 nd Edition Microsoft Office 2000 Professional	100 25	\$3,300 \$2,450
11/7/01	Microsoft Windows 98 2 nd Edition Microsoft Windows NT Server	50 12	\$1,750 \$1,140
2/27/02	Microsoft Windows NT Server Microsoft Windows ME	12 50	\$1,140 \$2,250
4/4/02	Microsoft Office 2000 Professional EULA	200	\$2,100

The total amount of the counterfeit transactions identified above is \$36,080.

(c). Further, I agree that the relevant conduct includes \$12,350 worth of counterfeit products found at my business, Starcom, during the execution of a search warrant, as follows:

Counterfeit Product	Quantity	Value
Microsoft Office 2000 Professional	119	\$4,165
Microsoft Windows 98 SE	1	\$33
Microsoft ME	1	\$32
Microsoft Windows NT Workstation	56	\$8,120

(d). Based on the above, I agree that the total value of the counterfeit products with counterfeit marks that I am responsible for selling and possessing is \$48,430, which is also the amount that should be used to determine the loss amount pursuant to sections 2B5.3 and 2F1.1 of Sentencing Guidelines (incorporating amendments effective November 1, 1998).

3. I agree to give up all rights that I would have if I chose to proceed to trial, including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any further discovery from the government; and to pursue any affirmative defenses and present evidence.

4. I agree to give up my right to appeal my conviction, the judgment, and orders of the Court. I also agree to waive any right I may have to appeal my sentence.

1 5. I agree not to file any collateral attack on my conviction or sentence, including a
2 petition under 28 U.S.C. §2255, at any time in the future after I am sentenced, except for a claim
3 that my constitutional right to the effective assistance of counsel was violated.

4 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered.

5 7. I agree to relinquish to the government any right I may have in any capacity to any of
6 the materials seized by law enforcement agents from me or any related entity in connection with
7 this investigation. In addition, I agree not to file or cause to have filed any motion pursuant to
8 Fed. R. Crim. P. 41(g) for return of such property.

9 8. I agree that the Sentencing Guidelines should be calculated as follows under the
10 Sentencing Guidelines incorporating amendments effective November 1, 1998, and that I will not
11 ask for any other adjustment to or reduction in the offense level or for a downward departure of
12 any kind:

13	a. Base Offense Level, U.S.S.G. § 2B5.3	6
14	b. Specific Offense Characteristic	+5
15	(Loss amount between \$40,000 and \$70,000 pursuant to U.S.S.G. § 2F1.1)	
16	c. Acceptance of responsibility:	-2
17	(If I meet the requirements of U.S.S.G. § 3E1.1)	
18	d. Adjusted offense level	9

19 I also agree that the Court is not bound by the Sentencing Guidelines calculations above, the
20 Court may conclude that a higher guideline range applies to me, and, if it does, I will not be
21 entitled, nor will I ask, to withdraw my guilty plea.

22 9. I agree to the Court's entry of an order of forfeiture pursuant to 18 U.S.C. §§
23 981(a)(1)(C) (as incorporated by 28 U.S.C. § 2461 (c)), and Federal Rule of Criminal Procedure
24 32.2 at or before sentencing for the amount of \$36,080, which represents proceeds I received
25 from the sale of counterfeit computer software and End User License Agreements. Accordingly,
26 I stipulate and agree that as part of his sentence the Court shall, pursuant to Fed. R. Crim. P.
27 32.2(b), order a forfeiture money judgment against me in the amount of \$36,080. Further, I agree
28 that this forfeiture money judgment may be satisfied by forfeiture of the \$36,080 seized from my

1 place of business in April 2002. I agree to execute all documents necessary to effectuate the
2 entry and enforcement of the above-described money judgment.

3 10. In return for the government's promises set out below, I agree to pay restitution for
4 all the losses caused by all the offenses with which I was charged in this case, and I agree that the
5 amount of restitution will not be limited to the loss attributable to the count to which I am
6 pleading guilty, pursuant to 18 U.S.C. § 3663(a)(3). I agree that I will make a good faith effort to
7 pay any fine, forfeiture or restitution I am ordered to pay. Before or after sentencing, I will, upon
8 request of the Court, the government, or the U.S. Probation Office, provide accurate and
9 complete financial information, submit sworn statements and give depositions under oath
10 concerning my assets and my ability to pay, surrender assets I obtained as a result of my crimes,
11 and release funds and property under my control in order to pay any fine, forfeiture, or restitution.
12 I agree to pay the special assessment at the time of sentencing.

13 11. I agree not to commit or attempt to commit any crimes before sentence is imposed or
14 before I surrender to serve my sentence; violate the terms of my pretrial release (if any);
15 intentionally provide false information or testimony to the Court, the Probation Office, Pretrial
16 Services, or the government; or fail to comply with any of the other promises I have made in this
17 Agreement. I agree not to have any contact with any victims or witnesses in this case, either
18 directly or indirectly, before and after I am sentenced. This includes, but is not limited to,
19 personal contact; telephone, mail, or electronic mail contact; or any other written form of
20 communication; and includes any harassing, annoying, or intimidating conduct by me directed to
21 any victims or witnesses. I agree that the Court should include this agreement as a condition of
22 my supervised release term. I agree that, if I fail to comply with any promises I have made in this
23 Agreement, then the government will be released from all of its promises, but I will not be
24 released from my guilty plea.

25 12. I agree that this Agreement contains all of the promises and agreements between the
26 government and me, and I will not claim otherwise in the future.

27 13. I agree that this Agreement binds the U.S. Attorney's Office for the Northern District
28 of California only, and does not bind any other federal, state, or local agency.

1 The Government's Promises

2 14. The government agrees to move to dismiss any open charges pending against the
3 defendant in the captioned indictment at the time of sentencing.

4 15. The government agrees not to file or seek any additional charges against the
5 defendant that could be filed as a result of the investigation that led to the captioned indictment.

6 16. The government agrees to recommend the Guidelines calculations set out above.

7 The Defendant's Affirmations

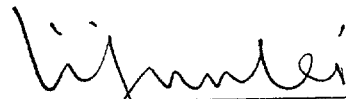
8 17. I confirm that I have had adequate time to discuss this case, the evidence, and this
9 Agreement with my attorney, and that he has provided me with all the legal advice that I
10 requested.

11 18. I confirm that while I considered signing this Agreement, and at the time I signed
12 it, I was not under the influence of any alcohol, drug, or medicine.

13 19. I confirm that my decision to enter a guilty plea is made knowing the charges that
14 have been brought against me, any possible defenses, and the benefits and possible detriments of
15 proceeding to trial. I also confirm that my decision to plead guilty is made voluntarily, and no
16 one coerced or threatened me to enter into this agreement.

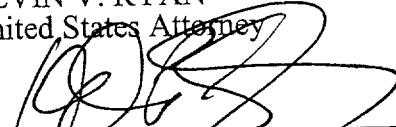
17 20. I confirm that I read this entire plea agreement with the assistance of an interpreter
18 and in the presence of my attorney.

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20 Dated: 11/10/03



LI JUN LEI
Defendant

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24 Dated: 11/10/03


KEVIN V. RYAN
United States Attorney


CHRISTOPHER P. SONDERBY
Assistant United States Attorney

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I have fully explained to my client all the rights that a criminal defendant has and all the terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all the rights he is giving up by pleading guilty, and, based on the information now known to me, his decision to plead guilty is knowing and voluntary.

Dated: 11/10/02


STEVE MANCHESTER
Attorney for Defendant

INTERPRETER CERTIFICATION

I, C. J. Phillips, hereby certify that I am a ^{registered} certified mandarin interpreter and that I accurately translated this plea agreement to the defendant, she told me that she understood it, and I believe her answer was true and correct.

Dated: 11/10/03

C. J. Phillips