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9 Attorney for Plaintiff
 United States of America

11 UNITED STATES DISTRICT COURT
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13	UNITED STATES OF AMERICA,)	CR No. <u>06-803</u>
14	Plaintiff,)	<u>PLEA AGREEMENT FOR DEFENDANT</u>
15	v.)	<u>RITO MIGUEL DIAZ, JR.</u>
16	RITO MIGUEL DIAZ, JR.,)	
17	aka Mike Diaz,)	
18	Defendant.)	

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 20 1. This constitutes the plea agreement between RITO MIGUEL
 21 DIAZ, aka Mike Diaz ("defendant MIKE DIAZ") and the United States
 22 Attorney's Office for the Central District of California ("the
 23 USAO") in the investigation of fraud against the United States
 24 Department of Housing and Urban Development ("HUD") in connection
 25 with real estate loans. This agreement is limited to the USAO
 26 and cannot bind any other federal, state or local prosecuting,
 27 administrative or regulatory authorities.

1 PLEA

2 2. Defendant agrees to plead guilty to count one of the
3 indictment in United States v. Rito Miguel Diaz, Jr., et al., CR
4 No. 06-803.

5 NATURE OF THE OFFENSE

6 3. In order for defendant to be guilty of count one of the
7 indictment, which charges a violation of Title 18, United States
8 Code, Sections 1341 and 2, the following must be true: (1)
9 defendant made up a scheme or plan for obtaining money or
10 property by making false promises or statements; (2) defendant
11 knew that the promises or statements were false; (3) the promises
12 or statements were material, that is they would reasonably
13 influence a person to part with money or property; (4) defendant
14 acted with the intent to defraud; and (5) defendant used, or
15 caused to be used, the mails to carry out or attempt to carry out
16 an essential part of the scheme. Defendant admits that defendant
17 is, in fact, guilty of this offense as described in count one of
18 the indictment.

19 PENALTIES AND RESTITUTION

20 4. The statutory maximum sentence that the Court can impose
21 for a violation of Title 18, United States Code, Section 1341 is:
22 5 years imprisonment; a 3-year period of supervised release; a
23 fine of \$250,000 or twice the gross gain or gross loss resulting
24 from the offense, whichever is greatest; and a mandatory special
25 assessment of \$100.

26 5. Defendant understands that defendant will be required to
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1 pay full restitution to the victim of the offense. Defendant
2 agrees that, in return for the USAO's compliance with its
3 obligations under this agreement, the amount of restitution is
4 not restricted to the amounts alleged in the count to which
5 defendant is pleading guilty and may include losses arising from
6 charges not prosecuted pursuant to this agreement as well as all
7 relevant conduct in connection with those charges. The parties
8 currently believe that the applicable amount of restitution to
9 HUD is \$1,344,343. The parties recognize and agree that this
10 amount could change based on facts that come to the attention of
11 the parties prior to sentencing. Defendant further agrees that
12 defendant will not seek the discharge of any restitution
13 obligation, in whole or in part, in any present or future
14 bankruptcy proceeding.

15 6. Supervised release is a period of time following
16 imprisonment during which defendant will be subject to various
17 restrictions and requirements. Defendant understands that if
18 defendant violates one or more of the conditions of any
19 supervised release imposed, defendant may be returned to prison
20 for all or part of the term of supervised release, which could
21 result in defendant serving a total term of imprisonment greater
22 than the statutory maximum stated above.

23 7. Defendant also understands that, by pleading guilty,
24 defendant may be giving up valuable government benefits and
25 valuable civic rights, such as the right to vote, the right to
26 possess a firearm, the right to hold office, and the right to
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1 serve on a jury.

2 8. Defendant further understands that the conviction in
3 this case may subject defendant to various collateral
4 consequences, including but not limited to, deportation,
5 revocation of probation, parole, or supervised release in another
6 case, and suspension or revocation of a professional license,
7 including any real estate licenses defendant may currently hold.
8 Defendant understands that unanticipated collateral consequences
9 will not serve as grounds to withdraw defendant's guilty plea.

10 FACTUAL BASIS

11 9. Defendant and the USAO agree and stipulate to the
12 statement of facts provided below. This statement of facts
13 includes facts sufficient to support a plea of guilty to the
14 charges described in this agreement and to establish the
15 sentencing guideline factors set forth in paragraph 12 below. It
16 is not meant to be a complete recitation of all facts relevant to
17 the underlying criminal conduct or all facts known to defendant
18 that relate to that conduct.

19 a) Beginning on a date unknown and continuing to in or
20 about December 2001, defendant RITO MIGUEL DIAZ aka Mike Diaz
21 ("defendant MIKE DIAZ"), and others known and unknown, aiding and
22 abetting one another, knowingly and with the intent to defraud,
23 devised and intended to devise a scheme to defraud HUD and
24 commercial lenders, and to obtain money and property from HUD and
25 commercial lenders by false and fraudulent pretenses,
26 representations, and promises. As part of the scheme, defendant
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1 MIKE DIAZ prepared and caused his co-schemers to prepare
2 supporting documentation for loan applications for the purchase
3 of real estate in the names of individuals who acted as "straw
4 buyers." The term "straw buyers" refers to the use of a real
5 person's name and identifying information, such as driver's
6 license and social security number, to apply for a loan in that
7 person's name. In truth, a straw buyer spends none of his or her
8 own money or assets to purchase the property, does not intend to
9 occupy the property, and only nominally holds title to the
10 property.

11 b) In support of the loan applications, defendant MIKE
12 DIAZ and his co-schemers created and caused to be created
13 fraudulent identification and income documentation that defendant
14 knew the commercial lenders and HUD would rely upon to fund the
15 loans.

16 c) Defendant MIKE DIAZ engaged in the above-described
17 tactics in connection with numerous real estate loans, including
18 a loan for the property located at XXX Ferntop Drive, Los
19 Angeles, California. More specifically, in connection with the
20 property at XXX Ferntop Drive, Los Angeles, California, on or
21 about October 25, 2001, defendant DIAZ caused an FHA-insured home
22 mortgage loan application to be submitted to HUD in the name of
23 non-qualifying buyer E.L.T., which included the following false
24 and fraudulent information: (1) fraudulent Forms W-2; (2)
25 fraudulent pay stubs; and (3) a fraudulent Request for
26 Verification of Employment.

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1 d) Defendant DIAZ, for the purpose of executing the
2 fraudulent scheme described above, knowingly caused the Los
3 Angeles County Recorder's Office to place the deed of trust for
4 the above-described property in an authorized depository for mail
5 matter to be sent and delivered by the U.S. Postal Service and
6 private and commercial interstate carriers according to the
7 directions thereon.

8 e) Defendant MIKE DIAZ caused a loss of not less than
9 \$942,871 to HUD as a result of defendant's fraud.

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 10. By pleading guilty, defendant gives up the following
12 rights:

13 a) The right to persist in a plea of not guilty.

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

15 c) The right to the assistance of legal counsel at
16 trial, including the right to have the Court appoint counsel for
17 defendant for the purpose of representation at trial. (In this
18 regard, defendant understands that, despite his or her plea of
19 guilty, he or she retains the right to be represented by counsel
20 - and, if necessary, to have the court appoint counsel if
21 defendant cannot afford counsel - at every other stage of the
22 proceedings.)

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

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

2 f) The right, if defendant wished, to testify on
3 defendant's own behalf and present evidence in opposition to the
4 charges, including the right to call witnesses and to subpoena
5 those witnesses to testify.

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

9 By pleading guilty, defendant also gives up any and all
10 rights to pursue any affirmative defenses, Fourth Amendment or
11 Fifth Amendment claims, and other pretrial motions that have been
12 filed or could be filed.

13 SENTENCING FACTORS

14 11. Defendant understands that the Court is required to
15 consider the United States Sentencing Guidelines ("U.S.S.G." or
16 "Sentencing Guidelines") among other factors in determining
17 defendant's sentence. Defendant understands that the Sentencing
18 Guidelines are only advisory, and that after considering the
19 Sentencing Guidelines, the Court may be free to exercise its
20 discretion to impose any reasonable sentence up to the maximum
21 set by statute for the crimes of conviction.

22 12. Defendant and the USAO agree and stipulate to the
23 following applicable sentencing guideline factors:

24 Base Offense Level : 6 [U.S.S.G. § 2F1.1(a)]

25 Specific Offense
26 Characteristics
(Loss More than \$800K): +11 [U.S.S.G. § 2F1.1(b)(1)(L)]

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1 More than Minimal
2 Planning : +2 [U.S.S.G. §2F1.1(b)(2)]

3 Defendant and the USAO reserve the right to argue that additional
4 specific offense characteristics, adjustments, and departures are
5 appropriate.

6 13. There is no agreement as to defendant's criminal
7 history or criminal history category.

8 14. The stipulations in this agreement do not bind either
9 the United States Probation Office or the Court. Both defendant
10 and the USAO are free to: (a) supplement the facts by supplying
11 relevant information to the United States Probation Office and
12 the Court, (b) correct any and all factual misstatements relating
13 to the calculation of the sentence, and (c) argue on appeal and
14 collateral review that the Court's sentencing guidelines
15 calculations are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 12 are
17 consistent with the facts of this case.

18 DEFENDANT'S OBLIGATIONS

19 15. Defendant agrees that he or she will:

- 20 a) Plead guilty as set forth in this agreement.
21 b) Not knowingly and willfully fail to abide by all
22 sentencing stipulations contained in this agreement.
23 c) Not knowingly and willfully fail to: (i) appear as
24 ordered for all court appearances, (ii) surrender as ordered for
25 service of sentence, (iii) obey all conditions of any bond, and
26 (iv) obey any other ongoing court order in this matter.
27 d) Not commit any crime; however, offenses which would

1 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
2 not within the scope of this agreement.

3 e) Not knowingly and willfully fail to be truthful at
4 all times with Pretrial Services, the U.S. Probation Office, and
5 the Court.

6 f) Pay the applicable special assessments at or before
7 the time of sentencing unless defendant lacks the ability to pay.

8 16. Defendant further agrees to cooperate fully with the
9 USAO, the Federal Bureau of Investigation, HUD-Office of
10 Inspector General, the Internal Revenue Service, and, as directed
11 by the USAO, any other federal, state, or local law enforcement
12 agency. This cooperation requires defendant to:

13 a) Respond truthfully and completely to all questions
14 that may be put to defendant, whether in interviews, before a
15 grand jury, or at any trial or other court proceeding.

16 b) Attend all meetings, grand jury sessions, trials
17 or other proceedings at which defendant's presence is requested
18 by the USAO or compelled by subpoena or court order.

19 c) Produce voluntarily all documents, records, or
20 other tangible evidence relating to matters about which the USAO,
21 or its designee, inquires.

22 THE USAO'S OBLIGATIONS

23 17. If defendant complies fully with all defendant's
24 obligations under this agreement, the USAO agrees:

25 a) To abide by all sentencing stipulations contained in
26 this agreement.

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

8 c) To recommend that defendant be sentenced at the
9 low end of the applicable Sentencing Guidelines range provided
10 that the total offense level as calculated by the Court is 16 or
11 higher and provided that the Court does not depart downward in
12 offense level or criminal history category (except pursuant to,
13 and to the extent requested in, a motion by the USAO for a
14 downward departure under U.S.S.G. § 5K1.1). Notwithstanding its
15 agreement to recommend the low end of the Sentencing Guidelines
16 range, the USAO is free to recommend any conditions of
17 confinement, including imprisonment, if the total offense level
18 falls within Zone B or C of the sentencing table.

19 d) Not to offer as evidence in its case-in-chief in
20 the above-captioned case or any other prosecution that may be
21 brought against defendant by the USAO, or in connection with any
22 sentencing proceeding in any case that may be brought against
23 defendant by the USAO, any statements made by defendant or
24 documents, records, or tangible evidence provided by defendant
25 pursuant to this agreement. Defendant agrees, however, that the
26 USAO may use such statements, documents, records, and tangible
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1 evidence: (1) to obtain and pursue leads to other evidence, which
2 evidence may be used for any purpose, including any prosecution
3 of defendant, (2) to cross-examine defendant should defendant
4 testify, or to rebut any evidence, argument or representations
5 made by defendant or a witness called by defendant in any trial,
6 sentencing hearing, or other court proceeding, and (3) in any
7 prosecution of defendant for false statement, obstruction of
8 justice, or perjury.

9 e) Not to use any information provided by defendant
10 pursuant to this agreement against defendant at sentencing for
11 the purpose of determining the applicable guideline range,
12 including the appropriateness of an upward departure, and to
13 recommend to the Court that such information not be used in
14 determining the sentence to be imposed. Defendant understands,
15 however, that information provided by defendant pursuant to this
16 agreement will be disclosed to the probation office and the
17 Court, and that the Court may use this information for the
18 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
19 sentence to be imposed.

20 f) In connection with defendant's sentencing, to
21 bring to the Court's attention the nature and extent of
22 defendant's cooperation.

23 g) If the USAO determines, in its exclusive judgment,
24 that defendant has both complied with his or her obligations
25 under paragraphs 15 and 16 above and provided substantial
26 assistance to law enforcement in the prosecution or investigation
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1 of another ("substantial assistance"), to move the Court pursuant
2 to U.S.S.G. § 5K1.1 to fix an offense level and corresponding
3 guideline range below that otherwise dictated by the sentencing
4 guidelines, and to recommend a sentence within this reduced
5 range.

6 DEFENDANT'S UNDERSTANDINGS REGARDING SUBSTANTIAL ASSISTANCE

7 18. Defendant understands the following:

8 a) Any knowingly false or misleading statement by
9 defendant will subject defendant to prosecution for false
10 statement, obstruction of justice, and perjury and will
11 constitute a breach by defendant of this agreement.

12 b) Nothing in this agreement requires the USAO or any
13 other prosecuting or law enforcement agency to accept any
14 cooperation or assistance that defendant may offer, or to use it
15 in any particular way.

16 c) Defendant cannot withdraw defendant's guilty pleas
17 if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1
18 for a reduced guideline range or if the USAO makes such a motion
19 and the Court does not grant it or if the Court grants such a
20 USAO motion but elects to sentence above the reduced range.

21 d) At this time the USAO makes no agreement or
22 representation as to whether any cooperation that defendant has
23 provided or intends to provide constitutes substantial
24 assistance. The decision whether defendant has provided
25 substantial assistance rests solely within the discretion of the
26 USAO.

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1 e) The USAO's determination of whether defendant has
2 provided substantial assistance will not depend in any way on
3 whether the government prevails at any trial or court hearing in
4 which defendant testifies.

5 BREACH OF AGREEMENT

6 19. If defendant, at any time between the execution of this
7 agreement and the completion of defendant's cooperation pursuant
8 to the agreement or defendant's sentencing on a non-custodial
9 sentence or surrender for service on a custodial sentence,
10 whichever is later, knowingly violates or fails to perform any of
11 defendant's obligations under this agreement ("a breach"), the
12 USAO may declare this agreement breached. For example, if the
13 defendant knowingly in an interview, before a grand jury, or at
14 trial, falsely accuses another person of criminal conduct or
15 falsely minimizes his own role, or the role of another, in
16 criminal conduct, he will have breached this agreement. If the
17 USAO declares this agreement breached, and the Court finds such a
18 breach to have occurred, defendant will not be able to withdraw
19 defendant's guilty pleas, and the USAO will be relieved of all of
20 its obligations under this agreement. In particular:

21 a) The USAO will no longer be bound by any agreements
22 concerning sentencing and will be free to seek any sentence up to
23 the statutory maximum for the crimes to which defendant has
24 pleaded guilty.

25 b) The USAO will no longer be bound by any agreements
26 regarding criminal prosecution, and will be free to prosecute
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1 defendant for any crime, including charges that the USAO would
2 otherwise have been obligated not to prosecute pursuant to this
3 agreement.

4 c) The USAO will be free to prosecute defendant for
5 false statement, obstruction of justice, and perjury based on any
6 knowingly false or misleading statement by defendant.

7 d) The USAO will no longer be bound by any agreement
8 regarding the use of statements, documents, records, tangible
9 evidence, or information provided by defendant, and will be free
10 to use any of those in any way in any investigation, prosecution,
11 or civil or administrative action. Defendant will not be able to
12 assert either (1) that those statements, documents, records,
13 tangible evidence, or information were obtained in violation of
14 the Fifth Amendment privilege against compelled self-
15 incrimination, or (2) any claim under the United States
16 Constitution, any statute, Rule 11(f) of the Federal Rules of
17 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or
18 any other federal rule, that statements, documents, records,
19 tangible evidence, or information provided by defendant before or
20 after the signing of this agreement, or any leads derived
21 therefrom, should be inadmissible.

22 20. Following a knowing and willful breach of this
23 agreement by defendant, should the USAO elect to pursue any
24 charge that was dismissed or not filed as a result of this
25 agreement, then:

26 a) Defendant agrees that any applicable statute of
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1 limitations is tolled between the date of defendant's signing of
2 this agreement and the commencement of any such prosecution or
3 action.

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

9 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

10 21. Defendant gives up the right to appeal any sentence
11 imposed by the Court, including any order of restitution, and the
12 manner in which the sentence is determined, provided that (a) the
13 sentence is within the statutory maximum specified above and is
14 constitutional, (b) the Court in determining the applicable
15 guideline range does not depart upward in offense level or
16 criminal history category and determines that the total offense
17 level is 16 or below, and (c) the Court imposes a sentence within
18 or below the range corresponding to the determined total offense
19 level and criminal history category. Defendant also gives up any
20 right to bring a post-conviction collateral attack on the
21 convictions or sentence, including any order of restitution,
22 except a post-conviction collateral attack based on a claim of
23 ineffective assistance of counsel, a claim of newly discovered
24 evidence, or a explicitly retroactive change in the applicable
25 Sentencing Guidelines, sentencing statutes, or statutes of
26 conviction. Notwithstanding the foregoing, defendant retains the

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1 ability to appeal the court's determination of defendant's
2 criminal history category and the conditions of supervised
3 release imposed by the court, with the exception of the
4 following: standard conditions set forth in district court
5 General Orders 318 and 01-05; the drug testing conditions
6 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol
7 and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

8 22. The USAO gives up its right to appeal the Court's
9 sentence, provided that (a) the Court in determining the
10 applicable guideline range does not depart downward in offense
11 level or criminal history category (except by a downward
12 departure in offense level pursuant to, and to the extent
13 requested by, the USAO in a motion under U.S.S.G. § 5K1.1), (b)
14 the Court determines that the total offense level is 16 or above
15 prior to any departure under U.S.S.G. § 5K1.1, and (c) the Court
16 imposes a sentence within or above the range corresponding to the
17 determined total offense level (after any downward departure
18 under U.S.S.G. § 5K1.1) and criminal history category.

19 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

20 23. Defendant agrees that if any count of conviction is
21 vacated, reversed, or set aside, the USAO may: (a) ask the Court
22 to resentence defendant on any remaining count of conviction,
23 with both the USAO and defendant being released from any
24 stipulations regarding sentencing contained in this agreement,
25 (b) ask the Court to void the entire plea agreement and vacate
26 defendant's guilty pleas on any remaining counts of conviction,

1 with both the USAO and defendant being released from all of their
2 obligations under this agreement, or (c) leave defendant's
3 remaining convictions, sentence, and plea agreement intact.
4 Defendant agrees that the choice among these three options rests
5 in the exclusive discretion of the USAO.

6 COURT NOT A PARTY

7 24. The Court is not a party to this agreement and need not
8 accept any of the USAO's sentencing recommendations or the
9 parties' stipulations. Even if the Court ignores any sentencing
10 recommendation, finds facts or reaches conclusions different from
11 any stipulation, and/or imposes any sentence up to the maximum
12 established by statute, defendant cannot, for that reason,
13 withdraw defendant's guilty pleas, and defendant will remain
14 bound to fulfill all defendant's obligations under this
15 agreement. No one - not the prosecutor, defendant's attorney, or
16 the Court - can make a binding prediction or promise regarding
17 the sentence defendant will receive, except that it will be
18 within the statutory maximum.

19 NO ADDITIONAL AGREEMENTS

20 25. Except as set forth herein, there are no promises,
21 understandings or agreements between the USAO and defendant or
22 defendant's counsel. Nor may any additional agreement,
23 understanding or condition be entered into unless in a writing
24 signed by all parties or on the record in court.

25 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26 26. The parties agree and stipulate that this Agreement
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1 will be considered part of the record of defendant's guilty plea
2 hearing as if the entire Agreement had been read into the record
3 of the proceeding.

4 This agreement is effective upon signature by defendant and
5 an Assistant United States Attorney. The offer of a plea on the
6 terms set forth herein is automatically withdrawn, if the
7 agreement is not executed and received by the USAO on or before
8 December 14, 2006 at Noon.

9 AGREED AND ACCEPTED

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

12 GEORGE S. CARDONA
13 Acting United States Attorney

14 *Alicia Villarreal*
15 ALICIA VILLARREAL
16 Assistant United States Attorney
17 Senior Litigation Counsel

December 13, 2006
Date

18 I have read this agreement and carefully discussed every
19 part of it with my attorney. I understand the terms of this
20 agreement, and I voluntarily agree to those terms. My attorney
21 has advised me of my rights, of possible defenses, of the
22 Sentencing Guideline provisions, and of the consequences of
23 entering into this agreement. No promises or inducements have
24 been made to me other than those contained in this agreement. No
25 one has threatened or forced me in any way to enter into this

Dec 14 2006 4:07PM

HP LASERJET FAX

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P. 1

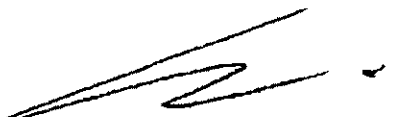
DEC-13-2006 02:44P FROM:ROGER J ROSEN

TO: (310)2832150

TO: 29285743

P.20/20

1 agreement. Finally, I am satisfied with the representation of my
2 attorney in this matter.


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12/14/06

6 MIGUEL RITO DIAZ
7 Defendant

Date

8 I am MIGUEL RITO DIAZ's attorney. I have carefully
9 discussed every part of this agreement with my client. Further,
10 I have fully advised my client of his/her rights, of possible
11 defenses, of the Sentencing Guidelines' provisions, and of the
12 consequences of entering into this agreement. To my knowledge,
13 my client's decision to enter into this agreement is an informed
14 and voluntary one.

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17 ROGER ROSEN, ESQ.
18 Counsel for Defendant
19 MIGUEL RITO DIAZ

12.14.06
Date

CERTIFICATE OF SERVICE

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I, KAREN A. GLANZ, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that September 7, 2007, I deposited in the United States mails in the United States Courthouse at 312 North Spring Street, Los Angeles, California, in the above-entitled action, in an envelope bearing the requisite postage, a copy of: PLEA AGREEMENT FOR DEFENDANT RITO MIGUEL DIAZ, JR. addressed to: Roger J. Rosen, Esq.
1801 Avenue of the Stars, Suite 900
Los Angeles, CA 90067

a his last known addresses, at which place there is a delivery service by United States mail.

This Certificate is executed on September 7, 2007, at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.


KAREN A. GLANZ