

14-10499

Susan Su #15773111
 FCI F Unit 5701 8th Street
 Dublin CA 94568

04-20-2015

4-27-15 RT
 RECEIVED
 MOLLY G. DWYER, CLERK
 U.S. COURT OF APPEALS

APR 27 2015

FILED
 DOCKETED
 DATE
 INITIAL

Ninth Circuit Appeal Court,
 U.S. Court of Appeals Building
 95 Seventh St. SF. CA 94103.

P.O. Box 193939. San Francisco. CA 94119.

Re: D.C. No. CR11-0288-JST, Appeal Case No. 14-10499.

Dear Respectful Court;

I'm writing to you about a recent court filed documentation on my case "Stipulated Agreement to Postpone Sale of Certain Property" which have my signature on Page 6. It has caught my attention that the previous five pages of this document is the wrong one containing terms which I never agreed on. Someone has stapled the signature page (Page 6) to the wrong version of the documentation content never agreed by my party and filed in court.

During the time period of December 2014 to March 2015, there were many back and forth negotiations between the U.S. Attorney and Defense Attorney John Jordan regarding withdrawing defendant's motion of "Staying forfeiture Pending Appeal". As the condition of withdraw, the U.S. Attorney will postpone sales of the two commercial buildings, Suite 7 and 8 at 405 Boulder Ct. Pleasanton. The U.S.A. drafted an agreement with five pages of terms as the one filed in court [Exhibit 1]. I responded that I disagree on quite a few of them. Then finally, the U.S.A. came up with a modified agreement as in [Exhibit 2] which I agreed, signed and mailed to Defense attorney on 04/03/2015. On 04/09/2015, the Defense Attorney came down to FCI at Dublin to obtain my original signature on one page of the paper without the rest of the content page. He told me that is the final modified one. So I signed it on 04/09/2015. However, the signature page I signed was then stapled with the wrong version, the drafted version never been agreed on and filed in

Court It is basically a fraudulent document faking my signature.

Upon the completely breaking down of the negotiated terms of the agreement and the nature of faking my signature on a ~~document~~ document, I hereby request your honorable court to uphold justice, stop the forfeiture pending further decision by your honorable Appeal Court by ordering to Stay ^{All} Forfeiture and Pending Appeal.

Sincerely,

Susan Sh.

Exhibit I, The wrong terms never agreed by any party one wish

1 MELINDA HAAG (CABN 132612)
United States Attorney
2
3 J. DOUGLAS WILSON (DCBN 412811)
Chief, Criminal Division
4
5 DAVID COUNTRYMAN (CABN 226995)
Assistant United States Attorney
6
7 450 Golden Gate Avenue, Box 36055
San Francisco, California 94102-3495
Telephone: (415) 436-7303
FAX: (415) 436-7234
david.countryman@usdoj.gov

8 Attorneys for United States of America

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA,
14 Plaintiff,
15 v.
16 SUSAN XIAO-PING SU,
17 Defendant.
18

) CASE NO. CR 11-00288 JST
)
) **STIPULATED AGREEMENT TO POSTPONE**
) **SALE OF CERTAIN PROPERTY**

*不应该把
我的名字写在这
里。*

19 This Agreement to Postpone Sale ("Agreement") is made between Susan Su and Sophie Su
20 (hereinafter "Owners") and the Department of Homeland Security, Homeland Security Investigations
21 (hereinafter "Agency").

22 On November 10, 2011, the Grand Jury returned a thirty-five count Superseding Indictment.
23 charging Su with wire fraud, mail fraud, conspiracy to commit visa fraud, visa fraud, use of a false
24 document, false statements, alien harboring, unauthorized access of a government computer, and money
25 laundering. United States v. Su, CR 11-00288 JST, Docket No. ("ECF") 21. The Superseding
26 Indictment also contained four forfeiture allegations seeking, in part, the forfeiture of five parcels of real
27 property (hereinafter "Subject Properties"), described below:

28 ///

- a. 1087 Murrieta Blvd., #113, Livermore, CA;
- b. 405 Boulder Court, Suite 800, Pleasanton, CA;
- c. 405 Boulder Court, Suite 700, Pleasanton, CA;
- d. 2890 Victoria Ridge Court, Pleasanton, CA;
- e. 1371 Germano Way, Pleasanton, CA.

On March 24, 2014, the jury returned guilty verdicts against Su, finding her guilty of all remaining counts charged in the Superseding Indictment. ECF 119. On October 24, 2014, the Court entered a Preliminary Order of Forfeiture that authorized the seizure and forfeiture of the Subject Property and a forfeiture money judgment. ECF 199. On November 6, 2014, the Court entered the criminal judgment against Su, which included forfeiture of the Subject Properties. While that judgment is final as to Su, the United States intends to seek a Final Order of Forfeiture from the Court to complete the forfeiture as to any third-party interests once publication is complete.

Therefore, it is hereby agreed, upon execution of the Agreement, and in compliance with all the terms and conditions stated herein, that:

- 1. the Owners will withdraw the pending Motion to Stay Forfeiture of Real Property (Motion, Pending Appeal (*United States v. Su*, No. 14-10499 (9th Cir. Nov. 6, 2014))); *John 已经抽回了*
- 2. the Agency will not sell the following properties until the resolution of defendant Susan Su's current appeal of her criminal conviction (*United States v. Su*, No. 14-10499 (9th Cir. Nov. 6, 2014)): 405 Boulder Court, Suite 800, Pleasanton, CA and 405 Boulder Court, Suite 700, Pleasanton, CA (hereinafter the "Stayed Properties"); *也没有必要保留这房子, 如果你以后*

TERMS AND CONDITIONS *Win back, 你可以问他们要钱.*

- 1. It is understood by the Owners that this Agreement does not create any interest in the land or a tenancy of any kind, but rather this Agreement is a license by the Agency of the Stayed Properties subject to revocation by the Court at the discretion of the Court or for violations of the terms and conditions of this Agreement.
- 2. The Agency shall have the right to re-enter the Stayed Properties, with or without the consent of Owners, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this Agreement.

1 3. Owners shall maintain the Stayed Properties at Owners' expense in the same, or better,
2 condition and repair as when seized. The term "maintain" shall include, but not be limited to keeping the
3 Stayed Properties free of hazards and/or structural defects; keeping all heating, air conditioning,
4 plumbing, electrical, gas, oil, or other power facilities in good working condition and repair; keeping the
5 Stayed Properties clean and performing such necessary sanitation and waste removal; maintaining the
6 Stayed Properties and grounds in good condition by providing snow removal, lawn mowing and all other
7 ordinary and necessary routine maintenance.

8 4. Owners shall maintain casualty and fire insurance equal to the full replacement cost of
9 the Stayed Properties and all improvements thereon, and shall maintain liability insurance for injuries
10 occurring on or resulting from use of the Stayed Properties, or activities or conditions thereon, in the
11 minimum amount of [Appraised value]. Additionally, Owners shall arrange for a rider to all
12 abovementioned policies naming the United States as a loss payee and additional insured for the life of
13 the Agreement. Owners shall deliver proof of such insurance to the Agency no later than the seventh
14 calendar day following the execution of this Agreement. *没有保险书给他们*

15 5. Owners shall timely pay any and all mortgage, home equity loan, rent, utilities, sewer, *有记录*
16 trash, maintenance, cable television, tax and/or other obligations, otherwise necessary and due on the *property*
17 Stayed Properties, for the life of this Agreement. Moreover, Owners shall abide by all laws, codes, *law*
18 regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions *is it*
19 pertaining to the care, maintenance, control and use of the Stayed Properties.

20 6. Owners shall not convey, transfer, sell, lease, or encumber in any way, title to the Stayed
21 Properties. Nor shall they permit any person to occupy the Stayed Properties without the express written
22 approval of the Agency. *还不让我们出租*

23 7. Owners shall not remove, destroy, alienate, transfer, detract from, remodel or alter in any
24 way, the Stayed Properties or any fixture, which is part of the Stayed Properties, ordinary wear excepted,
25 without express written consent of the Agency.

26 8. Owners shall not use the Stayed Properties for any illegal purposes or permit the use of
27 the Stayed Properties for such purposes; use the Stayed Properties so that they pose a danger to the
28

1 health or safety of the public or a danger to law enforcement; or use the Stayed Properties so that they
2 adversely affect the ability of the Agency or its designee to manage the Stayed Properties.

3 9. If Owners violate any term or condition of this Agreement, the Agency shall notify
4 Owners that they have ten (10) days to correct the violation(s). If Owners fail to correct the violation(s)
5 cited by the Agency within that period, the Agency upon notice to Owners and all parties to the
6 forfeiture action, may immediately petition the Court for directions to remove Owners, and all other
7 persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime
8 Claims, Rule E(4) (d).

9 10. Owners, on behalf of themselves, their heirs, statutory survivors, executors,
10 administrators, representatives, successors and assignees ("potential claimants"), agrees that they do
11 hereby release the United States, its agencies, agents, assigns and employees ("potential federal
12 defendants") in their official and individual capacities, from any and all pending or future claims for
13 injuries, demands, damages, suits and causes of actions arising from Owners' possession, maintenance,
14 occupancy and/or use of the property.

政府 不 负责 责任

15 11. Owners, on behalf of himself/herself and other potential claimants, further agrees to
16 indemnify the United States, and other potential federal defendants, as to any and all pending or future
17 claims, demands, damages, suits and causes of actions regarding any damage or personal injuries
18 incurred on, or as a result of, the Stayed Properties.

19 12. Owners acknowledge that violation of the contents of this Agreement as it pertains to the
20 removal or destruction of property under the care, custody, or control of the Agency constitutes a
21 violation of federal criminal law, specifically, 18 U.S.C. § 2233 entitled "Rescue of Seized Property."
22 That section provides for a fine not exceeding \$2,000, or imprisonment not exceeding two (2) years, or
23 both.

24 13. Owners agree to protect, feed and provide all reasonable and necessary veterinary care
25 for any domestic animals permitted by the Agency to remain upon the seized property.

26 14. This Agreement shall be construed in accordance with federal law, and any conflict over
27 the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

1 Dated:

2 DAVID COUNTRYMAN
3 Assistant United States Attorney

4 Dated: 4/9/2015

5 Susan Su 04/09/2015
6 SUSAN SU
7 Defendant and Owner of Subject Real Properties

8 Dated: 4/14/2015

9 Sophie Su
10 SOPHIE SU
11 Property Manager of Stayed Properties

(我也不应该
署名)

12 Dated: 4/9/2015

13 John Jordan
14 JOHN JORDAN, ESQ.
15 Attorney for Susan and Sophie Su

16 请告诉 John
17 取消这个文件!
18 cancel it.

TRULINCS 15773111 - SU, SUSAN XIAO-PIN - Unit: DUB-F-A

FROM: 15773111
TO: Jordan, John
SUBJECT: Annul of Signature
DATE: 04/17/2015 10:12:21 PM

Dear John;

Please take this writing as the formal legal notice of the anullity of my 4/07's signature of the one page of paper, the format is apparent of a formal drafted agreement which has never been agreed by any party involved. Sophie will send you the final modified one which I agree on with both mine and her signatures.

Thanks you

Susan

1 MELINDA HAAG (CABN 132612)
United States Attorney

Exhibit 2. The Modified one which

2 J. DOUGLAS WILSON (DCBN 412811)
3 Chief, Criminal Division

I agreed and signed on 04/03/15

4 DAVID COUNTRYMAN (CABN 226995)
Assistant United States Attorney

5 450 Golden Gate Avenue, Box 36055
6 San Francisco, California 94102-3495
7 Telephone: (415) 436-7303
8 FAX: (415) 436-7234
david.countryman@usdoj.gov

9 Attorneys for United States of America

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 UNITED STATES OF AMERICA,

) CASE NO. CR 11-00288 JST

14 Plaintiff,

) **STIPULATED AGREEMENT TO POSTPONE**

15 v.

) **SALE OF CERTAIN PROPERTY**

16 SUSAN XIAO-PING SU,

17 Defendant.

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3. The Stayed Properties will be managed by a property management company selected by the Agency (the "Contractor"). The Contractor will select tenants and will be responsible for management and upkeep the Stayed Properties. Rental income from the Stayed Properties will be deposited into a suspense account that can be used to pay for property management expenses, with the remaining funds to be held in suspense. Any and all rental income not used to pay property management expenses is subject to forfeiture, pursuant to the money judgment entered on October 24, 2014.

///

1 4. This Agreement shall be construed in accordance with federal law, and any conflict over
2 the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

3
4 Dated:

5 _____
6 DAVID COUNTRYMAN
7 Assistant United States Attorney

8 Dated:

9 _____
10 SUSAN SU
11 Defendant and Owner of Subject Real Properties

12 Dated:

13 _____
14 SOPHIE SU
15 Property Manager of Stayed Properties

16 Dated:

17 _____
18 JOHN JORDAN, ESQ.
19 Attorney for Susan and Sophie Su
20
21
22
23
24
25
26
27
28

JOHN J. JORDAN
ATTORNEY AT LAW
400 MONTGOMERY ST STE 200
SAN FRANCISCO, CA 94104

TEL: (415) 391-4814

FAX: (415) 391-4308

March 4, 2015

Susan Xiao-Ping Su
(Register #: 157-73111, Unit E)
Dublin FCI
5701 8TH ST
DUBLIN, CA 94568

Re: USA v. Susan Xiao-Ping SU
CR-11-0288 JST
CA9 No. 14-10499

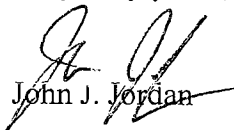
Dear Susan:

I have enclosed a copy of the final proposed agreement for the rental of the properties. If this is okay, please sign and return in the enclosed envelope.

I did confirm with AUSA Countyman that he cannot make any agreement at this point with us regarding the use of the cash money as restitution to the two claimants. It is his intention to do so, but he cannot do so until the appeal is decided.

As always, please call me collect if you have any immediate concerns.

Very truly yours,


John J. Jordan

Encl/