

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

*Hee Jung Jenny No
Attorney at Law*

VSB Docket No. 14-000-096390

On August 16, 2013, came Hee Jung Jenny No and presented to the Board an Affidavit Declaring Consent to Revocation of her license to practice law in the courts of this Commonwealth. By tendering her Consent to Revocation at a time when disciplinary charges are pending, she admits that the charges in the attached Affidavit Declaring Consent to Revocation document are true.

The Board having considered the said Affidavit Declaring Consent to Revocation, and Bar Counsel having no objection, the Board accepts her Consent to Revocation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Hee Jung Jenny No be and the same hereby is revoked, and that the name of the said Hee Jung Jenny No be stricken from the Roll of Attorneys of this Commonwealth.

Entered this 21st day of August, 2013

For the Virginia State Bar Disciplinary Board

By *Barbara S. Lanier*
Barbara Sayers Lanier, Clerk of the Disciplinary System

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
HEE JUNG JENNY NO

AUG 16 2013

VSB Docket No. 14-000-096390

AFFIDAVIT DECLARING CONSENT TO REVOCATION

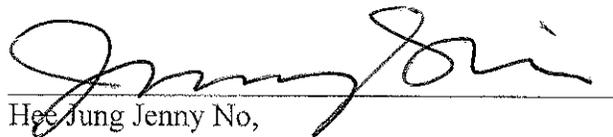
Hee Jung Jenny No, after being duly sworn, states as follows:

1. That Hee Jung Jenny No, also known as Hee Jung Jenny Shin, was licensed to practice law in the Commonwealth of Virginia on 09/04/2003;
2. That Hee Jung Jenny No submits this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28;
3. That Hee Jung Jenny No's consent to revocation is freely and voluntarily rendered, that Hee Jung Jenny No is not being subjected to coercion or duress, and that Hee Jung Jenny No is fully aware of the implications of consenting to the revocation of her license to practice law in the Commonwealth of Virginia;
4. Hee Jung Jenny No is aware that there is currently pending a Rule to Show Cause and Order of Summary Suspension and Hearing of the Virginia State Bar Disciplinary Board, involving allegations of misconduct, the docket number for which is set forth above, and the specific nature of which is set forth in Exhibit A, attached hereto and incorporated herein by this reference;
5. Hee Jung Jenny No acknowledges that the material facts upon which the allegations of misconduct are predicated are true;

6. Hee Jung Jenny No submits this Affidavit and consents to the revocation of her license to practice law in the Commonwealth of Virginia because she knows that if the hearing is held in the Rule to Show Cause, and if the matter is brought to a conclusion, she could not successfully defend herself; and

7. Hee Jung Jenny No also submits this Affidavit and consents to the revocation of her license to practice law in the Commonwealth of Virginia because she wishes to accept responsibility for her actions and does not wish to waste the State's resources by forcing the State to prepare for and participate in a hearing on this matter.

Executed and dated on August 9, 2013.



Hee Jung Jenny No,
also known as Hee Jung Jenny Shin
Respondent

State of Maryland
~~COMMONWEALTH OF VIRGINIA~~
CITY/COUNTY OF Frederick, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Hee Jung Jenny No, also known as Hee Jung Jenny Shin, on

8-9-13



Notary Public

My Commission expires: _____

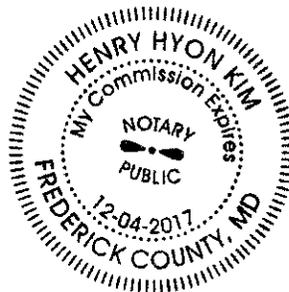


EXHIBIT A

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
HEE JUNG JENNY NO

VSB DOCKET NO. 14-000-096390

RULE TO SHOW CAUSE
AND
ORDER OF SUMMARY SUSPENSION AND HEARING

It appearing to the Board that Hee Jung Jenny No, also known as Hee Jung Jenny Shin, was licensed to practice law within the Commonwealth of Virginia on September 4, 2003, and,

It further appearing that on May 28, 2013, Hee Jung Jenny No entered a guilty plea in Criminal No. 1:13-cr-160 to conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, in the United States District Court for the Eastern District of Virginia, Alexandria Division.

It further appearing that Hee Jung Jenny No has been convicted of a crime, as defined by the Rules of Court, Part 6, Section IV, Paragraph 13-22 A.,

It is ORDERED, pursuant to the Rules of Court, Part 6, Section IV, Paragraph 13-22, that the license of Hee Jung Jenny No to practice law within the Commonwealth of Virginia be, and the same is, hereby SUSPENDED, effective August 2, 2013.

It is further ORDERED that Hee Jung Jenny No appear before the Virginia State Bar Disciplinary Board at the General Assembly Building, House Room C, 910 Capitol Street, Corner of Ninth and Broad Streets, Richmond, Virginia 23219, at 9:00 a.m., on Friday, August 23, 2013, to show cause why her license to practice law within the Commonwealth of Virginia should not be further suspended or revoked.

It is further ORDERED that Hee Jung Jenny No shall forthwith give notice, by certified mail,

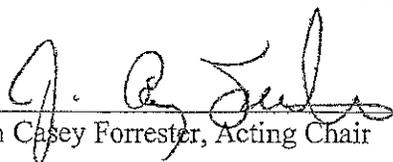
return receipt requested of the suspension of her license to practice law in Virginia to all clients for whom she is currently handling matters and to all opposing attorneys and the presiding judges in pending litigation. The Attorney shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Attorney shall give such notice within fourteen (14) days of the effective date of the suspension order, and make such arrangements as are required herein within forty-five (45) days of the effective date of the suspension order. The Attorney shall also furnish proof to the bar within sixty (60) days of the effective date of the suspension order that such notices have been timely given and such arrangements for the disposition of matters made. Issues concerning the adequacy of the notice and arrangements required herein shall be determined by the Disciplinary Board, which may impose a sanction of revocation or suspension for failure to comply with the requirements of this subparagraph.

It is further ORDERED that a copy of the Criminal Information, Plea Agreement and Statement of Facts be attached to this Rule to Show Cause and Order of Summary Suspension and Hearing and made a part hereof.

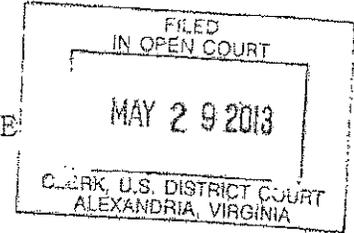
It is further ORDERED that an attested copy of this Rule to Show Cause and Order of Summary Suspension and Hearing, with attachments, shall be mailed to Hee Jung Jenny No, by certified mail at her address of record with the Virginia State Bar, 6191 Freds Oak Road, Fairfax Station, VA 22039, and a copy hand-delivered to Anastasia Jones, Assistant Bar Counsel, Virginia State Bar, Eighth and Main Building, 707 East Main Street, Suite 1500, Richmond, Virginia 23219.

ENTERED THIS 25th DAY OF JULY, 2013

VIRGINIA STATE BAR DISCIPLINARY BOARD



John Casey Forrester, Acting Chair



IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	Criminal No. 1:13-cr-160 JUN 28 2013
v.)	
)	Count 1: 18 U.S.C. § 1349
HEE JUNG JENNY SHIN,)	(Conspiracy to Commit Wire Fraud)
Defendant.)	

CRIMINAL INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

BACKGROUND

1. HEE JUNG JENNY SHIN ("SHIN") is an attorney and the owner/operator of Providence Title, a real estate settlement company, and Shin & Associates, a law firm, both of which are based in Alexandria, Virginia.

2. A short sale is a sale of real estate in which the proceeds from selling the property fall short of the balance of debts secured by liens against the property. The property owner cannot afford to repay the liens' full amounts, and thus, the lien holder agrees to release her lien on the real estate and accept less than the amount owed on the debt.

3. Chase Bank is a financial institution within the meaning of Title 18, United States Code, Section 20, which operated in the Eastern District of Virginia. The deposits of this bank are insured by the Federal Deposit Insurance Corporation.

COUNT 1
(Conspiracy to Commit Wire Fraud)

4. From in or about 2009 through in or about 2012, in Alexandria, Virginia, within the Eastern District of Virginia, and elsewhere, HEE JUNG JENNY SHIN knowingly, willfully, and unlawfully combined, conspired, confederated, and agreed with others, including but not limited to B.K. and T.S., to commit offenses against the United States, namely wire fraud, in violation of Title 18, United States Code, Section 1343, by having devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of false or fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire in interstate or foreign commerce, writings, signs, and signals for the purpose of executing such scheme or artifice, all in violation of Title 18, United States Code, Section 1349.

5. It was part of the manner and means of SHIN's conspiracy that SHIN, B.K., T.S., and others defrauded federally insured financial institutions by creating false HUD-1 settlement statements, which contained inaccurate or non-existent expenses and credits to conceal the actual fraudulent credits and subsidies disbursed to "short sale negotiators," such as B.K. and T.S. Rather than conducting the settlement as certified to the short sale lender, SHIN disbursed money related to the settlement to the short sale negotiator for their own use and purpose without the knowledge or approval of the short sale lender.

6. Among the many fraudulent HUD-1 settlement statements prepared in connection with SHIN's scheme, in February 2012, SHIN handled the short sale settlement for seller E.R. for his property located on Lee Highway, Falls Church, Virginia. B.K. was the short sale negotiator on this transaction, and he instructed SHIN to include more than \$5,900 in non-existent closing costs that were not approved by the short sale lender and were not included on the version of the final HUD-1 transmitted to the short sale lender. SHIN knew that the fees and

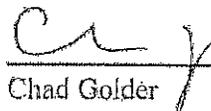
expenses she disbursed to B.K. were not legitimate and were not accurately reflected on the HUD-1 provided to the short sale lender.

7. These fraudulent HUD-1 settlement statements, other documents, and pay-offs related to the short sale negotiations were electronically transmitted to banks, including by interstate wire. For example, on or about April 27, 2012, SHIN transmitted and caused to be transmitted \$325,663.23—the loan payoff related to a fraudulent short-sale closing SHIN conducted for seller D.P.—via interstate wire transfer to Chase Bank from her Alliance Bank escrow account. Moreover, at times throughout the scheme, SHIN communicated with B.K. and T.S. via telephone, email, and in person to discuss the HUD-1 scheme.

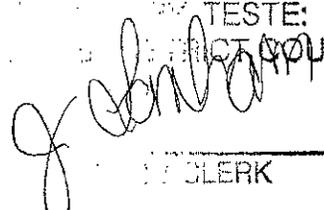
(All in violation of Title 18, United States Code, Section 1349.)

Neil H. MacBride
United States Attorney

By:

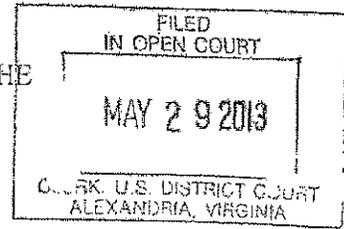

Chad Golder
Assistant United States Attorney
United States Attorney's Office
Eastern District of Virginia
2100 Jamieson Avenue
Alexandria, Virginia 22314
Phone: (703) 299-3700
Fax: (703) 299-3980
chad.i.golder@usdoj.gov

Date: 5/28, 2013

TESTE:
CLERK OF DISTRICT COURT
BY 
CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA)

v.)

HEE JUNG JENNY SHIN,)
Defendant.)

Criminal No. 1:13-cr-160

JUN 28 2013

PLEA AGREEMENT

Neil H. MacBride, United States Attorney for the Eastern District of Virginia, Chad Golder, Assistant United States Attorney, the defendant, HEE JUNG JENNY SHIN, and the defendant's counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to waive indictment and plead guilty to a single count criminal information charging the defendant with conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349. The maximum are: a term of 30 years of imprisonment because the fraud affected a financial institution, a fine of \$1,000,000 or twice the gross gain or loss, full restitution, a special assessment, and 5 years of supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

3. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

4. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with Title 18, United States Code, Section 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate

of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220, 125 S. Ct. 738 (2005), the Court, after considering the factors set forth in Title 18, United States Code, Section 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence. Further, in accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States and the defendant will recommend to the Court that the following provisions of the Sentencing Guidelines apply:

- a. The defendant's offense level will be determined using Section 2B1.1 of the Sentencing Guidelines and that the defendant's base offense level for Count One is 7;
- b. The greater of actual or intended losses were more than \$400,000 but less than \$1,000,000, thus resulting in an 14-level enhancement pursuant to 2B1.1(b)(1)(H);
- c. Defendant abused a position of private trust or used a special skill in a manner that significantly facilitated the commission and concealment of the offense, thus resulting in a 2-level increase under Subsection 3B1.3;

- d. The parties do not agree about the number of victims involved in defendant's offense, and the parties will thus argue the applicability of Section 2B1.1(2)'s corresponding 2-level enhancement at sentencing;
- e. That the United States and the defendant agree that the defendant has assisted the United States in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the United States to avoid preparing for trial and permitting the United States and the Court to allocate their resources efficiently. If the defendant qualifies for a two-level decrease in offense level pursuant to Section 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the United States agrees to move prior to or at the time of sentencing for an additional one-level decrease in the defendant's offense level, pursuant to Section 3E1.1(b).

The United States and the defendant have not agreed on any further sentencing issues, whether related to the Sentencing Guidelines or otherwise, other than those listed above.

5. Waiver of Appeal, FOIA and Privacy Act Rights

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect

the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a.

6. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction.

7. Payment of Monetary Penalties

The defendant understands and agrees that, pursuant to Title 18, United States Code, Section 3613, whatever monetary penalties are imposed by the Court will be due immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, within 14 days of a request, the defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination and/or complete a financial statement under penalty of perjury. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to voluntarily participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

8. Restitution

Defendant agrees that restitution is mandatory pursuant to 18 U.S.C. § 3663A. Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. Pursuant 18 U.S.C. § 3663A(c)(2), the defendant agrees that an offense listed in § 3663A(c)(1) gave rise to this plea agreement and as such, victims of the conduct described in the charging instrument, statement of facts or any related or similar conduct shall be entitled to restitution. The parties acknowledge that determination of the identities, addresses and loss amounts for all victims in this matter is a complicated and time consuming process. To that end, defendant agrees, pursuant to 18 U.S.C. § 3664(d)(5), that the court may defer the imposition of restitution until after the sentencing; however, defendant specifically waives the 90 day provision found at 18 U.S.C. § 3664(d)(5) and consents to the entry of any orders pertaining to restitution after sentencing without limitation.

9. Immunity from Further Prosecution in this District

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the information or statement of facts.

10. Prosecution in Other Jurisdictions

The United States Attorney's Office for the Eastern District of Virginia will not contact any other state or federal prosecuting jurisdiction and voluntarily turn over truthful information that the defendant provides under this agreement to aid a prosecution of the defendant in that jurisdiction. Should any other prosecuting jurisdiction attempt to use truthful information the defendant provides pursuant to this agreement against the defendant, the United States Attorney's Office for the Eastern District of Virginia agrees, upon request, to contact that jurisdiction and ask that jurisdiction to abide by the immunity provisions of this plea agreement.

The parties understand that the prosecuting jurisdiction retains the discretion over whether to use such information.

11. Defendant's Cooperation

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that, at the request of the United States, the defendant will voluntarily submit to polygraph examinations, and that the United States will choose the polygraph examiner and specify the procedures for the examinations.
- e. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- f. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the

government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.

- g. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

12. Use of Information Provided by the Defendant Under This Agreement

The United States will not use any truthful information provided pursuant to this agreement in any criminal prosecution against the defendant in the Eastern District of Virginia, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in Title 18, United States Code, Section 16). Pursuant to U.S.S.G. section 1B1.8, no truthful information that the defendant provides under this agreement will be used in determining the applicable guideline range, except as provided in section 1B1.8(b). Nothing in this plea agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested.

13. Defendant Must Provide Full, Complete and Truthful Cooperation

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending

investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

14. Motion for a Downward Departure

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

15. Forfeiture Agreement

The defendant understands that the forfeiture of assets is part of the sentence that must be imposed in this case. The defendant agrees to forfeit all interests in any fraud-related and money laundering-related asset that the defendant owns or over which the defendant exercises control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of his offense. The defendant further agrees to waive all interest in the asset(s) in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant admits and agrees that the conduct described in the charging instrument and

Statement of Facts provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government.

16. Waiver of Further Review of Forfeiture

The defendant further agrees to waive all constitutional and statutory challenges to forfeiture in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant also waives any failure by the Court to advise the defendant of any applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(J). The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. The defendant understands and agrees that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct and substitute assets for property otherwise subject to forfeiture.

17. The Defendant's Obligations Regarding Assets Subject to Forfeiture

Upon request by the government, the defendant agrees to identify all assets in which the defendant had any interest or over which the defendant exercises or exercised control, directly or indirectly, within the past 10 years. The defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant. The defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of the defendant's tax returns for the previous five years.

18. Breach of the Plea Agreement and Remedies

This agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying

this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

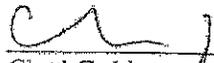
Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence.

19. Nature of the Agreement and Modifications

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and her attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Neil H. MacBride
United States Attorney

By:

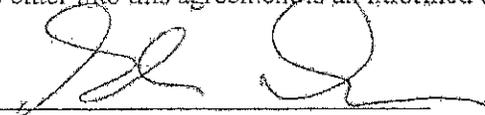

Chad Golder
Assistant U.S. Attorney

Date: 5/28, 2013

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal information. Further, I fully understand all rights with respect to Title 18, United States Code, Section 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

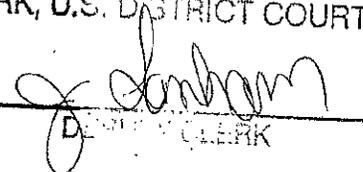
Date: 5/28/2013 
HEE JUNG JENNY SHIN
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending information. Further, I have reviewed Title 18, United States Code, Section 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 5/28/13 
Glen Donath, Esq.
Counsel for the Defendant

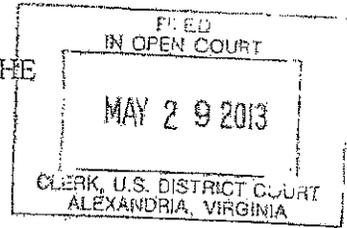
A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY


CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA)

v.)

HEE JUNG JENNY SHIN,)
Defendant.)

Criminal No. 1:13-cr-160

JUN 28 2013

STATEMENT OF FACTS

The parties stipulate that the allegations in the Information and the following facts are true and correct, and that had the matter gone to trial the United States would have proven them beyond a reasonable doubt with competent and admissible evidence;

BACKGROUND

1. HEE JUNG JENNY SHIN ("SHIN") is an attorney and the owner/operator of Providence Title, a real estate settlement company, and Shin & Associates, a law firm, both of which are based in Alexandria, Virginia.

2. A short sale is a sale of real estate in which the proceeds from selling the property fall short of the balance of debts secured by liens against the property. The property owner cannot afford to repay the liens' full amounts, and thus, the lien holder agrees to release her lien on the real estate and accept less than the amount owed on the debt.

3. Chase Bank is a financial institution within the meaning of Title 18, United States Code, Section 20, which operated in the Eastern District of Virginia. The deposits of this bank are insured by the Federal Deposit Insurance Corporation.

CONSPIRACY TO COMMIT WIRE FRAUD

4. From in or about 2009 through in or about 2012, in Alexandria, Virginia, within the Eastern District of Virginia, and elsewhere, HEE JUNG JENNY SHIN knowingly, willfully, and unlawfully combined, conspired, confederated, and agreed with others, including but not limited to B.K. and T.S., to commit offenses against the United States, namely wire fraud, in violation of Title 18, United States Code, Section 1343, by having devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of false or fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire in interstate or foreign commerce, writings, signs, and signals for the purpose of executing such scheme or artifice, all in violation of Title 18, United States Code, Section 1349.

Illegal Overages Collected From Banks on Short Sales

5. From in or around 2009 to in or around 2012, SHIN, B.K., T.S., and others defrauded federally insured financial institutions by creating false HUD-1 settlement statements, which contained inaccurate or non-existent expenses and credits to conceal the actual fraudulent credits and subsidies disbursed to "short sale negotiators," such as B.K. and T.S. Rather than conducting the settlement as certified to the short sale lender, SHIN disbursed money related to the settlement to the short sale negotiator for their own use and purpose without the knowledge or approval of the short sale lender.

6. In their roles as short sale negotiators, T.S. and B.K. negotiated the terms of short sale transactions with banks on behalf of realtors at Pacific Realty, New Star Realty, Everland Realty, Hyundai Realty, and others.

7. In their communications with banks, the short sale negotiators for whom SHIN conducted settlements inflated the true closing costs required to convey clear title for a short sale

transaction. At the request of the short sale negotiator, short sale lenders often allocated a percentage of the sales price to address the costs associated with the short sale closing.

8. Short sale negotiators communicated to the short sale bank that the short seller needed an allowance for closings costs related to a short sale closing that was in reality much higher than actual closing costs associated with closing the transaction.

9. The short sale negotiator conspired with SHIN, the settlement agent, to create HUD-1 settlement statements that made it appear that the closing cost allowance provided to the seller by the short sale lender was used for appropriate and legitimate purposes, such as pay-offs of Homeowners Association delinquencies or past due real estate taxes. Any additional monies not utilized for legitimate and approved closing costs should have been disbursed back to the short sale lender at closing. But SHIN created a HUD-1 settlement statement that made it appear to the short sale lender that all of the closing cost allotment was used for legitimate and approved expenses related to the short sale. In reality, however, SHIN disbursed these "overages" directly to the short sale negotiator. Such payments to the short sale negotiators were *not* reflected on the "final" HUD-1 provided to the short sale lender. Instead, SHIN created false HUD-1 settlement statements to conceal the scheme to defraud because the short sale lender would not have otherwise approved the disbursements SHIN made to the short sale negotiator.

10. Among the many fraudulent HUD-1 settlement statements prepared in connection with SHIN's scheme, in February 2012, SHIN handled the short sale settlement for seller E.R. for his property located on Lee Highway, Falls Church, Virginia. B.K. was the short sale negotiator on this transaction, and he instructed SHIN to include more than \$5,900 in non-existent closing costs that were not approved by the short sale lender and were not included on the version of the final HUD-1 transmitted to the short sale lender. SHIN knew that the fees and expenses she

disbursed to B.K. were not legitimate and were not accurately reflected on the HUD-1 provided to the short sale lender.

11. These fraudulent HUD-1 settlement statements, other documents, and pay-offs related to the short sale negotiations were electronically transmitted to banks, including by interstate wire. For example, on or about April 27, 2012, SHIN transmitted and caused to be transmitted \$325,663.23—the loan payoff related to a fraudulent short-sale closing SHIN conducted for seller D.P.—via interstate wire transfer to Chase Bank from her Alliance Bank escrow account. Moreover, at times throughout the scheme, SHIN communicated with B.K. and T.S. via telephone, email, and in person to discuss the HUD-1 scheme.

12. From 2009 to 2012, SHIN disbursed over \$400,000 in unapproved and fraudulent fee overages to B.K. and T.S. as part of the short sale scheme.

CONCLUSION

13. In total, as a result of SHIN's actions in connection with the wire fraud scheme, victims suffered losses totaling more than \$400,000.

14. All of SHIN's actions in furtherance of the offenses charged in this case, including the acts described above, were done willfully and knowingly with the specific intent to violate the law.

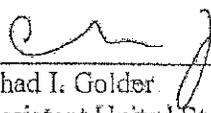
15. The foregoing statement of facts is a summary of the principal facts that constitute the legal elements of the offenses charged in this case. This summary does not describe all of the evidence that the government would present at trial or all of the relevant conduct that would be used to determine the defendant's sentence under the Sentencing Guidelines and Policy Statements. SHIN acknowledges that the foregoing statement of facts does not describe all of

SHIN's conduct relating to the offense charged in this case nor does it identify all of the persons with whom SHIN may have engaged in illegal activities

Respectfully submitted,

Neil H. MacBride
United States Attorney

By:


Chad I. Golder
Assistant United States Attorney
United States Attorney's Office
Eastern District of Virginia
2100 Jamieson Avenue
Alexandria, Virginia 22314
Phone: 703-299-3700
Fax: 703-299-3981

Date: 5/28, 2013

After consulting with my attorney and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

Date: 5/28/13

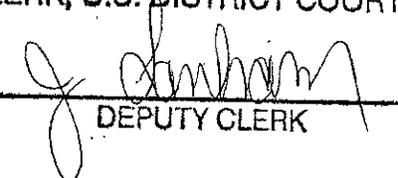

HEE JUNG JENNY SHIN,
Defendant

I am HEE JUNG JENNY SHIN's attorney. I have carefully reviewed the above Statement of Facts with her. To my knowledge, her decision to stipulate to these facts is an informed and voluntary one.

Date: 5/28/13


Glen Donath, Esq.

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY 
DEPUTY CLERK