

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MAR 26 2008

JAMES R. LARSEN, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

1  
2 James A. McDevitt  
3 United States Attorney  
4 Eastern District of Washington  
5 George J.C. Jacobs, III  
6 Assistant United States Attorney  
7 Post Office Box 1494  
8 Spokane, WA 99210-1494  
9 Telephone: (509) 353-2767

10  
11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF WASHINGTON

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 vs.

16 HEIDI KAE LORHAN,

17 Defendant.

18 CR-05-180-6-LRS

19 Plea Agreement

20 Plaintiff United States of America, by and through James A. McDevitt,  
21 United States Attorney for the Eastern District of Washington, and George J.C.  
22 Jacobs, III, Assistant United States Attorney for the Eastern District of  
23 Washington, and Defendant HEIDI KAE LORHAN and her counsel, Timothy D.  
24 Trageser, agree to the following:

25 1. Guilty Plea and Maximum Statutory Penalties:

26 Pursuant to Fed.R.Crim.P. 11(c)(1)(C), HEIDI KAE LORHAN, agrees to  
27 plead guilty to Count 1 of the Indictment, dated October 5, 2005. Count 1 charges  
28 her with Conspiracy to Commit Wire Fraud and Mail Fraud, in violation of 18  
U.S.C. §§ 371, 1341 and 1343. The Defendant understands that this charge is a  
Class D felony offense that carries a maximum statutory penalty of: not more than  
a five-year term of imprisonment; not more than a \$250,000 fine; not more than a

Plea Agreement - 1

P80221GJ.GJA

1  
2 three-year term of supervised release; the payment of restitution; and a \$100  
3 special penalty assessment. The Defendant also agrees, pursuant to the terms of  
4 this Plea Agreement (*see infra* paragraph 19), to forfeit to the United States the  
5 real and personal property described in Count 3 of the Indictment (except as  
6 provided in paragraph 19 of this Plea Agreement), which alleges criminal  
7 forfeiture, pursuant to 18 U.S.C. §§ 981(a)(1)(c), 982(a)(1) and 28 U.S.C §  
8 2461(c).

9       2.     Violation of Supervised Release:

10       The Defendant understands that a violation of a condition of supervised  
11 release carries an additional penalty of re-imprisonment for all or part of the term  
12 of supervised release, without credit for time previously served on post-release  
13 supervision.

14       3.     The Court is Not a Party to the Agreement:

15       The Defendant and the United States acknowledge that the Court is not a  
16 party to this Plea Agreement and may accept or reject it. The Defendant  
17 understands: that sentencing is a matter solely within the discretion of the Court;  
18 that the Court is under no obligation to accept any recommendations made by the  
19 United States and/or by the Defendant; that the Court may obtain an independent  
20 report and sentencing recommendation from the U.S. Probation Office; and that  
21 the Court will, in its discretion, determine the sentence it deems appropriate, up to  
22 the statutory maximum penalty, notwithstanding the Rule 11(c)(1)(C) nature of  
23 this Plea Agreement. However, if the Court accepts this Plea Agreement under  
24 Rule 11(c)(1)(C), the Court is bound by the recommendations of the parties  
25 contained herein.

26       The Defendant acknowledges that no promises of any type have been made  
27 to the Defendant with respect to the sentence the Court will impose in this matter.  
28 The Defendant understands that the Court is required to consider the applicable

1  
2 sentencing range under the Sentencing Guidelines, but that the Court may depart  
3 upward or downward from the range if the Court rejects this Rule 11(c)(1)(C) plea  
4 and the Defendant nevertheless persists with a guilty plea. The Defendant  
5 understands that if the Court rejects this Rule 11(c)(1)(C) Plea Agreement and the  
6 Defendant persists with a guilty plea, the parties are free to recommend whatever  
7 sentence they deem appropriate, up to an including the statutory maximums. The  
8 Defendant and the United States acknowledge, however, that this Plea Agreement  
9 is entered pursuant to Fed.R.Crim.P. 11(c)(1)(C).

10 4. Waiver of Constitutional Rights:

11 The Defendant understands that by entering this plea of guilty she is  
12 knowingly and voluntarily waiving certain constitutional rights, including: (a.)  
13 The right to a jury trial; (b.) The right to see, hear and question the witnesses; (c).  
14 The right to remain silent at trial; (d.) The right to testify at trial; and (e.) The right  
15 to compel witnesses to testify.

16 While the Defendant is waiving certain constitutional rights, she also  
17 understands that she will retain the right to be assisted through the sentencing  
18 process and any direct appeal by an attorney, who will be appointed at no cost if  
19 she cannot afford to hire an attorney. She acknowledges that pending pretrial  
20 motions, if any, are waived.

21 5. Elements of the Offenses:

22 The Defendant acknowledges and agrees that, in order to be found guilty of  
23 Count 1 which charges her with Conspiracy to Commit Wire Fraud and Mail  
24 Fraud, in violation of 18 U.S.C. § 371, 1341, and 1343, the United States must  
25 prove the following elements beyond a reasonable doubt:

26 First, Beginning on a date unknown, but by on or about September 4, 2001,  
27 and continuing through on or about August 11, 2005, in the Eastern  
28 District of Washington and elsewhere, there was an agreement

1  
2 between at least two of the individuals charged in the Indictment to  
3 commit mail fraud, in violation of 18 U.S.C. § 1341, and wire fraud,  
4 in violation of 18 U.S.C. § 1343, by executing a scheme and artifice  
5 to obtain money using the U.S. Postal Service or commercial  
6 interstate carriers and interstate and foreign wire communications by  
7 intentionally defrauding consumers through the sales of materially  
8 false and fraudulent academic products and through materially false  
9 promises, statements or representations;

10 Second, HEIDI KAE LORHAN became a member of the conspiracy knowing  
11 of at least one of its objects and intending to accomplish it; and

12 Third, HEIDI KAE LORHAN or another conspirator, performed at least one  
13 overt act for the purpose of carrying out the conspiracy.

14 6. Factual Basis and Statement of Facts:

15 The Defendant acknowledges and agrees that, in proving the elements of the  
16 crime to which she is pleading guilty, the United States can establish the following  
17 facts beyond a reasonable doubt, that these facts constitute an adequate factual  
18 basis for her plea of guilty, and that for sentencing purposes neither party is  
19 precluded from presenting additional facts and arguing the relevance of the facts  
20 to the Sentencing Guidelines computation or to sentencing generally, unless  
21 otherwise prohibited by this Plea Agreement.

22 A. *Overview*

23 From on or about September 4, 2001, until on or about August 11, 2005,  
24 HEIDI KAE LORHAN, Dixie Ellen Randock, Steven Karl Randock, Sr., Roberta  
25 Lynn Markishtum, Kenneth Wade Pearson, Richard John Novak, Blake Alan  
26 Carlson, and Amy Leann Hensley conspired to operate a so-called internet-based  
27 "diploma mill" through which materially false and fraudulent academic products  
28 were sold to individual consumers. These products included high school degrees,

1  
2 college and graduate-level degrees (e.g., Bachelor of Arts, Bachelor of Sciences,  
3 Master of Arts, Master of Sciences, and Doctor of Philosophy), fabricated  
4 academic transcripts, and "Professorships." During this period, the diploma mill  
5 sold approximately \$2,499,642.36 in fraudulent academic products to thousands of  
6 individual consumers located in the United States and elsewhere.

7       At least seven different locations were being used to operate the diploma  
8 mill, including: (1) the residence of Dixie Ellen Randock and Steven Karl  
9 Randock, Sr. located in Colbert, Washington; (2) the residence of HEIDI KAE  
10 LORHAN located in Veradale, Washington; (3) the residence of Amy Hensley  
11 located in Spokane, Washington; (4) the residence of Richard Novak located in  
12 Peoria, Arizona; (5) office space within "Home Boys", a business located at 14525  
13 North Newport Highway located in Mead, Washington; (6) office space rented at  
14 Suite 8-B, 601 East Seltice Way in Post Falls, Idaho; and (7) the residence of Ken  
15 Pearson located in Spokane, Washington. In addition, at least two mail  
16 forwarding boxes located in Washington, D.C. and Wilmington Delaware, were  
17 being used in connection with the operation of the diploma mill.

18       The conspirators created and used internet websites to advertise diplomas  
19 and academic products for sale. These websites purported to be legitimate  
20 academic "entities" that sold legitimate academic products based on legitimate  
21 academic assessments. The conspirators created numerous "entities" using names  
22 such as:

23       Saint Regis University; James Monroe University; Robertstown University;  
24 Holy Acclaim University; Ameritech University; Fort Young University;  
25 Pan America University; All Saints American University; American Capital  
26 University; Blackstone University; Capital America University; Hampton  
27 Bay University; Hartland University; Intech University; Nation State  
28 University; New Manhattan University and Graduate Institute; North United  
University; Port Rhode University; St. Lourdes University; Saint Renoir  
University; Stanley State Graduate University; Van Ives University; West  
American University; International MBA Institute; Apollo Certification  
Institute; James Monroe High School; Liberty Academy Preparatory High

1  
2 School; Trinity Christian High School; Mission College Preparatory High  
3 School; and Bradford Academy College Preparatory High School.

4 The conspirators also used the websites to sell counterfeit diplomas and academic  
5 products purporting to be from legitimate academic institutions, such as the  
6 University of Maryland, George Washington University, Missouri University, and  
7 Texas A&M University.

8 Conspirators communicated with consumers on behalf of the "entities"  
9 using e-mail transmittals (which affected interstate commerce) using materially  
10 false names, credentials, pretenses, promises, and representations. Unbeknownst  
11 to the defrauded consumers, however, these entities were nonexistent shells that  
12 conducted no academic business whatsoever. Nonetheless, the conspirators  
13 falsely represented that they were representing legitimate, on-going, degree-  
14 conferring institutions.

15 Generally, the cost of a high school diploma was \$350-\$400 and an  
16 undergraduate or graduate "degree" was \$500 -\$1,200. As directed by  
17 conspirators, defrauded consumers sent payment for the academic products  
18 through the U.S. mails and over the wires via credit card payment. Defrauded  
19 consumers paid for the academic products using: checks sent through the United  
20 States Postal Service; electronic money transfers via a PayPal account, which is an  
21 online bill paying service; Western Union wire transfer service; and Worldpay,  
22 which is a company used to receive credit card payments.

23 Once payment was received from a defrauded consumer, the conspirators  
24 manufactured the academic product(s) purchased. For example, using an  
25 electronic template a diploma, transcript, and other documents would be  
26 individualized for a consumer. The documents would be printed, packaged, and  
27 mailed via the U.S. Postal Service or commercial interstate carrier.  
28

1  
2 HEIDI KAE LORHAN participated in the conspiracy as an advisor, using  
3 the identity "Advisor James," to sell false and fraudulent degrees based on  
4 materially false promises, statements or representations.

5 HEIDI KAE LORHAN resided at 14308 East 22d Avenue, Veradale (also  
6 known as Spokane Valley), Washington, and was employed by Dixie Ellen  
7 Randock and Steven Karl Randock, Sr. Dixie Ellen Randock paid HEIDI KAE  
8 LORHAN a fifteen-percent commission for each academic product she sold.  
9 Dixie Ellen Randock paid HEIDI KAE LORHAN approximately \$218,000 during  
10 the years 2001 - 2005. From approximately September 2001, until February 2005,  
11 HEIDI KAE LORHAN "evaluated" the life experiences of consumers who  
12 submitted applications to purchase academic products from the defendants'  
13 diploma mills. Even though HEIDI KAE LORHAN did not possess a high school,  
14 college, or graduate school degree, as an "evaluator," she determined whether the  
15 consumer would be awarded a college or advanced-level degree, including degrees  
16 in the medical field. HEIDI KAE LORHAN would "evaluate" a consumer's "life  
17 experiences" and "advise" the consumer if those "life experiences" qualified the  
18 consumer for a particular degree. HEIDI KAE LORHAN conducted no legitimate  
19 "evaluation" of a consumer's life experiences. HEIDI KAE LORHAN worked for  
20 the defendants' diploma mill business primarily from her residence.

21 *B. HEIDI KAE LORHAN's Statements*

22 On August 11, 2005, Federal agents executed a search warrant at HEIDI  
23 KAE LORHAN'S residence. She spoke to officers that day about her involvement  
24 in, and knowledge concerning, the diploma mill.

25 HEIDI KAE LORHAN stated that Dixie Ellen Randock was her mother.  
26 HEIDI KAE LORHAN explained that students who never completed high school  
27 can access one of the diploma mills' websites, take a test online, and, if they pass,  
28 obtain a high school diploma. She stated that if the student got a "real good

1  
2 grade” on the online test, the diploma mill also offered to sell the student an  
3 associates degree. HEIDI KAE LORHAN did not know for certain, but estimated  
4 that there were 150 questions on the test. She did not know how many test  
5 questions the student had to answer correctly.

6 HEIDI KAE LORHAN stated that the diploma mill also offered college-  
7 level and advanced degrees to consumers, based on a person’s “life experience.”  
8 She stated that a person’s “life experience” was “evaluated” by “the faculty,”  
9 however she did not know who was on “the faculty.” She stated that in order to  
10 get a Masters-level degree, the diploma mill required the student to have a  
11 Bachelor of Arts degree, life experience, and a thesis. For a PhD degree, the  
12 diploma mill required the student to have Bachelor of Arts and Masters degrees  
13 and a dissertation. HEIDI KAE LORHAN stated that Steven Karl Randock, Sr.  
14 and Dixie Ellen Randock operated Saint Regis University, James Monroe  
15 University, Robertstown University, and Panama Canal University (which was  
16 only open for one year). HEIDI KAE LORHAN stated that the diploma mill had  
17 many foreign students.

18 HEIDI KAE LORHAN stated that she does not have a high school diploma.  
19 However, from September 2001, until February 2005, she worked as an  
20 “evaluator” of students who were interested in receiving a degree from one of  
21 Steven Karl Randock, Sr. and Dixie Ellen Randock’s “schools.” HEIDI KAE  
22 LORHAN stated that she and Dixie Ellen Randock would “evaluate” students and  
23 determine whether the student would be awarded a college or advanced-level  
24 degree. HEIDI KAE LORHAN stated that if a student sent her a thesis or  
25 dissertation, she would give it to Dixie Ellen Randock who would “look them  
26 over” and decide whether the student would be given a Masters-level or  
27 Doctorate-level degree. HEIDI KAE LORHAN stated that she also handled the  
28 evaluations of “other stuff” which the student had sent in, such as letters of



1  
2 recommendation and work experience. HEIDI KAE LORHAN stated that Dixie  
3 Ellen Randock told her that her "schools" awarded degrees to people simply on  
4 the basis of "life experience" and they had to take no classes.

5 HEIDI KAE LORHAN stated that Dixie Ellen Randock and Steven Karl  
6 Randock, Sr. paid her a ten-percent or fifteen-percent "commission" on each  
7 "evaluation." She stated that any AEIT checks made payable to her and bearing  
8 the letters "comm" in the lower left-hand corner was a commission check from  
9 Dixie Ellen Randock and Steven Karl Randock, Sr.

10 HEIDI KAE LORHAN stated that after working as an "evaluator" for  
11 several years, she decided to quit because she wanted "a real job." HEIDI KAE  
12 LORHAN stated that she knew what she was doing was wrong. HEIDI KAE  
13 LORHAN stated that from approximately February 2005, until August 2005, she  
14 stopped "evaluating" students for Dixie Ellen Randock and her primary job was an  
15 accounting one, keeping track of payments which consumers made through the  
16 diploma mill's PayPal account.

17 C. *HEIDI KAE LORHAN Sells a Saint Regis University Doctor of*  
18 *Medicine Degree to "M.H."*

19 In 2002, an individual identified by the initials "M.H." read an  
20 advertisement in an airline magazine about obtaining a degree from Saint Regis  
21 University. In September 2002, M.H. accessed the Saint Regis University website  
22 because he wanted to obtain a Doctor in Medicine degree based on his  
23 background. The Saint Regis University website led him to believe that it was a  
24 legitimate institution which had a staff qualified to evaluate his life experiences  
25 and to determine whether he could be awarded a Doctor in Medicine degree. M.H.  
26 was encouraged to complete a form and submit it to  
27 advisor\_james@saintregisedu.org and 1@universityservices.net, an email  
28 addresses Dixie Randock had assigned to HEIDI KAE LORHAN. HEIDI KAE

1  
2 LORHAN falsely identified herself to M.H. as "Advisor James" of Saint Regis  
3 University and, even though she possessed no educational background in  
4 medicine, she "evaluated" M.H.'s life experience for a Doctor of Medicine degree.  
5 HEIDI KAE LORHAN, using the false identity "Advisor James," represented to  
6 M.H. that he could obtain his "degree" based on his life/employment experience  
7 and by paying \$1,200 to Saint Regis University. M.H. also paid an additional  
8 \$295 to Steven Karl Randock, Sr. and Dixie Ellen Randock to have the degree  
9 "authenticated" so he could use it overseas, and a \$36.00 fee in order to have his  
10 degree and transcript shipped to North Carolina. On September 19, 2002, Steven  
11 Karl Randock, Sr. and Dixie Ellen Randock received M.H.'s \$1,531 payment.  
12 From that, Steven Karl Randock, Sr. and Dixie Ellen Randock paid HEIDI KAE  
13 LORHAN a \$209.25 commission for selling M.H. a medical degree.

14 After receiving M.H.'s payment, the following Saint Regis University  
15 academic products were manufactured and sent to M.H. in North Carolina: a  
16 Doctor in Medicine "degree" backdated to June 5, 1999, bearing the names of  
17 fictitious university officials, a Saint Regis University "transcript" reflecting that  
18 M.H. had been awarded a Doctor of Medicine degree, had received credit for  
19 courses taken elsewhere, had taken courses offered at Saint Regis University, and  
20 had received a grade of "A" or "A-" in them, and had a 3.8 grade point average at  
21 Saint Regis University. The transcript also indicated that M.H.'s Saint Regis  
22 University Doctor of Medicine degree could be verified by contacting "Saint  
23 Regis Verifications at (877)-736-0812 or the "Official Transcript Archive Center"  
24 at (202)-478-0699, located at 611 Pennsylvania Avenue, SE, # 211, Washington,  
25 D.C. 20003-4303.

26 HEIDI KAE LORHAN communicated with M.H. using e-mail transmittals  
27 affecting interstate commerce and using materially false names, pretenses,  
28 promises, and representations.

1  
2           D.    *Sample Emails Obtained From Search Warrants*

3           On September 26, 2001, HEIDI KAE LORHAN was made aware that the  
4 State of Washington had inquired if she was awarding degrees in the State. Dixie  
5 Randock explicitly instructed HEIDI KAE LORHAN to only use a Montana  
6 forwarding address whenever someone wanted to communicate with her. HEIDI  
7 KAE LORHAN sent e-mails offering consumers a “special holiday gift certificate”  
8 on degrees. In order to take advantage of the promotion, consumers were directed  
9 to place the words “gift certificate” into the comment box at the secure payment  
10 site: [http://secure5.markettrends.net/advancededu/FR\\_JAMES.htm](http://secure5.markettrends.net/advancededu/FR_JAMES.htm). HEIDI KAE  
11 LORHAN offered consumers a \$100-\$300 discount, depending on the type of  
12 degree purchased. In an e-mail dated November 19, 2002, as part of a holiday  
13 special promotion, HEIDI KAE LORHAN also offered to provide consumers a  
14 “Free Dean List Certificate, Valedictorian Certificate, or Praise Letter” if they  
15 purchased a degree. In an e-mail dated March 25, 2003, regarding the backdating  
16 of degrees for a consumer, HEIDI KAE LORHAN also offered the consumer a  
17 “SPECIAL JANUARY OFFER ONLY OPTION # 3 BUY 1 DEGREE AT FULL  
18 PRICE GET A SECOND DEGREE FREE. FREE PROFESSORSHIP IN  
19 JANUARY.”

20           In an email dated April 11, 2003, HEIDI KAE LORHAN instructed Amy  
21 Hensley to “[j]ust charge [the consumer’s credit] card \$500 [because HEIDI KAE  
22 LORHAN] will give [the consumer] the BA for free and she will send the rest for  
23 the MA . . . and will get the professorship later.” The “comments” section of this  
24 email references the “BUY 1 DEGREE AT FULL PRICE GET A SECOND  
25 DEGREE FREE” promotion. In another email dated April 11, 2003, HEIDI KAE  
26 LORHAN aka Advisor James extended several promotional packages to a  
27 consumer. One package offered the consumer a ten-percent discount during the  
28 months of April/May 2003. The other promotion offered the consumer a “Full

1  
2 Professorship or Valedictorian or Deans List at no cost when [the consumer]  
3 accepts[s] any full degree package during May 2003. The third promotion offered  
4 the consumer a free certificate or Professorship and Graduate Tassel if the  
5 consumer purchases the \$1,395 Combination Bachelor/Master, \$1,795  
6 Combination Master/PhD, or \$1,950 Combination Bachelor/Master/PhD. In an e-  
7 mail dated July 10, 2003, Amy Hensley told HEIDI KAE LORHAN about a  
8 consumer who threatened to call the United States Department of Education and  
9 the FBI because he believed Saint Regis University to be fraudulent.

10 In an email dated October 1, 2003, HEIDI KAE LORHAN requested Amy  
11 Hensley to mail her the MA and PhD degrees Dixie Randock had printed for her.  
12 In an e-mail dated October 11, 2004, HEIDI KAE LORHAN asked Dixie Randock  
13 if Amy Hensley could verify one of her clients degrees and Dixie Randock replied  
14 that Amy Hensley can verify the degrees, “[i]t is just Liberia that won’t right  
15 now.” In an e-mail dated July 7, 2005, to an individual identified by the name  
16 “Elizabeth,” HEIDI KAE LORHAN agreed to split commissions on high school  
17 clients.

18 In an email dated March 21, 2002, a consumer requested an invoice from  
19 HEIDI KAE LORHAN so he could submit it to his employer for reimbursement.  
20 In an email dated October 19, 2004, HEIDI KAE LORHAN notified a consumer  
21 that once the PhD degree he purchased was apostilled, that consumer’s country  
22 “will automatically recognize” his degree “as being authentic” if his country is a  
23 member of the Hague Convention. HEIDI KAE LORHAN further explained to  
24 the consumer that it will cost him \$695 or \$1,200, depending on whether he  
25 wanted his degree “apostilled” in Washington, D.C. or Arizona.

26 *E. Statements of Individual Identified by the Initials P.M. Who*  
27 *Worked As an “Advisor” for the Diploma Mill*

1  
2 Steven Karl Randock, Sr. and Dixie Ellen Randock hired P.M. to work as an  
3 “advisor” and to sell degrees. P.M. dropped out of high school in the tenth grade  
4 and her prior work experience included working as a farrier, grading potatoes for a  
5 produce company in Alaska, gas station attendant, and a nurse’s aide. Dixie Ellen  
6 Randock provided P.M. with “templates” to use for manufacturing transcripts for  
7 consumers. Because P.M. had worked as a nurse’s aide she did not like giving  
8 nursing degrees to consumers who had contacted Saint Regis University. P.M.  
9 estimated that on approximately three occasions Dixie Ellen Randock instructed  
10 her to issue nursing degrees. When interviewed by Federal investigators in 2006,  
11 P.M. recalled that she refused to issue nursing degrees to approximately ten  
12 consumers. However, those consumers were then referred to HEIDI KAE  
13 LORHAN for approval. P.M. stated that HEIDI KAE LORHAN used the  
14 fictitious identity “Advisor James” when selling degrees. P.M. recalled having a  
15 conversation with Dixie Ellen Randock about medical doctor degrees whereby  
16 Dixie Ellen Randock stated that you did not want to go into your doctor’s office  
17 and see a Saint Regis University degree.  
18

19 *F. United States Department of Homeland Security, United States*  
20 *Secret Service Agent, Acting in an Undercover Capacity,*  
21 *Communicates with HEIDI KAE LORHAN and Purchases*  
22 *Degrees from the Diploma Mill*

23 On February 28, 2005, a Secret Service Agent, acting in an undercover  
24 capacity and using an undercover computer, made contact with “James Monroe  
25 University High School,” via their website at  
26 [www.jamesmonroeuniversity.ac/jmu\\_admission.html](http://www.jamesmonroeuniversity.ac/jmu_admission.html). At this site, the agent, using  
27 an undercover alias of eighteen- year old Jeffrey Rowley, was solicited/prompted  
28 to complete an “assessment of competency.” Shortly after completing the “James  
Monroe University High School” online form, the agent received an e-mail from

1  
2 forward1@university-services.net on his undercover e-mail account, inviting him  
3 to take a free online exam to test for the agent's qualifications to receive a high  
4 school diploma and/or Associates of Arts degree. The e-mail requested the agent  
5 to go to [http://www.university-services.net/james\\_sre/high\\_school/test/html](http://www.university-services.net/james_sre/high_school/test/html) to  
6 take the test. On February 28, 2005, the agent, acting in an undercover capacity,  
7 purposefully answered approximately seventy-five percent of the 125 questions  
8 incorrectly in order to judge the integrity of the test's scoring system. After  
9 completing the questions, the website indicated that the agent tested to the  
10 equivalency of a 3.1 GPA for high school, and a 3.2 GPA for an AA college  
11 degree. The site then solicited the agent to purchase any number of potential  
12 diploma packages including transcripts, degrees, and supporting documents.  
13 Utilizing an undercover credit card account, the agent purchased "transcripts" for  
14 both high school and an AA degree, a high school diploma, an AA degree, and  
15 supporting documents of accreditation verification. The agent's undercover credit  
16 account was subsequently charged \$399.00 via a PayPal online charging service.

17 A Secret Service Agent also conducted an undercover purchase of  
18 undergraduate and advanced degrees from Steven Karl Randock, Sr. and Dixie  
19 Ellen Randock's diploma mill. On May 13, 2005, the agent received an e-mail to  
20 his undercover e-mail account for "Mohammed Syed" from "Advisor James" at  
21 forward1@university-services.net. "James" represented that he was an "advisor"  
22 for "James Monroe University," and he asked for additional information from  
23 "Mohammed Syed." "Advisor James" was the fictitious identity HEIDI KAE  
24 LORHAN used when communicating with consumers. The agent, acting in an  
25 undercover capacity, indicated that "Mohammed Syed" would like to purchase a  
26 Bachelor of Sciences and Masters degree in Chemical Engineering. On May 14,  
27 2005, the agent received an e-mail to his "Mohammed Syed" undercover e-mail  
28 account from "advisor James" informing "Syed" that he would be unable to

1  
2 purchase a chemical engineering degree because "James Monroe" did not have  
3 "faculty" in that specific area, however, he could purchase degrees in "chemistry"  
4 and "environmental engineering." On May 17, 2005, the agent received an e-mail  
5 to his undercover account for "Mohammed Syed" thanking him for submitting his  
6 application to James Monroe University and notifying him that "our Office of  
7 Admission" has approved him for four degrees (Bachelor of Science in  
8 Environmental Engineering, Bachelor of Science in Chemistry, Master of Science  
9 in Environmental Engineering, and Master of Science in Chemistry)." The e-mail  
10 further indicated that his "evaluation placed him in the top percentage of  
11 applicants," that James Monroe University was "multi-nationally accredited and  
12 recognized the world over," and "all that remains is for you to pay the graduation  
13 fee." The e-mail indicated that James Monroe University accepted payment by all  
14 major credit cards, as well as by PayPal, bank wire transfers, and checks. The  
15 agent, acting in his undercover capacity, purchased three degrees (Bachelor of  
16 Sciences in Chemistry, Master of Sciences in Chemistry, and a Masters in  
17 Environmental Engineering) for \$1,277.

18 *G. Roles of Additional Coconspirators*

19 Roberta Markishtum printed false and fraudulent academic products and  
20 used the false identity "Jennifer Greene" when communicating with schools,  
21 businesses, and employers who would contact the Official Transcript Archive  
22 Center or the Official Transcript Verification Center (two businesses owned by  
23 Dixie Ellen Randock and Steven Karl Randock, Sr.) and were seeking to verify the  
24 legitimacy of a Saint Regis University, James Monroe University, Robertstown  
25 University degree or the legitimacy of a counterfeit degree that the defendants  
26 sold. Amy Hensley participated in the conspiracy as an advisor, using the identity  
27 "Advisor Tim" to sell false and fraudulent academic products based on materially  
28 false promises, statements or representations. Blake Alan Carlson participated in

1  
2 the conspiracy as an advisor, using the identity "Professor Blackwell" to sell false  
3 and fraudulent degrees based on materially false promises, statements or  
4 representations. Kenneth Wade Pearson participated in the conspiracy by  
5 knowingly hosting false and fraudulent websites used by the diploma mill and by  
6 printing fraudulent academic products. Richard John Novak participated in the  
7 conspiracy by knowingly obtaining legitimate apostilles and other attestations,  
8 which were thereafter affixed to unrelated fraudulent academic products sold by  
9 the diploma mill, and paying bribes to various Liberian nationals.

10 7. Waiver of Inadmissibility of Statements:

11 The Defendant agrees that, if she withdraws her guilty plea, she waives the  
12 inadmissibility of statements, if any, made in the course of plea discussions with  
13 the United States, pursuant to Fed. R. Crim. P. 11(f). The Defendant agrees  
14 further that any such inadmissible statements also include those statements made  
15 at the change of plea hearing to establish facts sufficient for the Court to accept  
16 her plea of guilty. The Defendant agrees that this waiver permits the United States  
17 to introduce any such inadmissible statements in its case-in-chief. However, if the  
18 Court rejects this Rule 11(c)(1)(C) Plea Agreement, this waiver is void.

19 8. The United States Agrees:

20 a. Dismissals:

21 ~~The United States agrees that, at the time of sentencing, it will move to~~  
22 ~~dismiss Count 3 of the Indictment, which charges the Defendant with Conspiracy~~  
23 ~~to Launder Monetary Instruments, in violation of 18 U.S.C. § 1956(h)~~  
24 ~~and 26 USC~~

*Handwritten notes:*  
- "Dismissal" written above "Conspiracy"  
- "§ 981(a)(1)(A), 982(a)(1)" written above "§ 1956(h)"  
- "§ 2461(e)" written below "and 26 USC"  
- "DJA" and "HLL" written on the right side of the page.

25 b. Not to File Additional Charges:

26 The United States Attorney's Office for the Eastern District of Washington  
27 agrees to bring no additional charges against the Defendant based upon  
28 information in its possession at the time of this Plea Agreement and arising out of



1  
2 the Defendant's conduct involving illegal activity charged in Indictment, unless  
3 the Defendant breaches this Plea Agreement any time before or after sentencing.

4 9. The Defendant Agrees to Participate in Debriefings:

5 The Defendant agrees to participate in full debriefings by federal and local  
6 investigative agencies and identify the source, location, and nature of any and all  
7 domestic and foreign assets, including bank accounts, controlled directly or  
8 indirectly, owned, transferred, hidden, placed in the name of a nominee, held in  
9 the name of a corporation, trust, third party, or other entity, including Children's  
10 Future Trust, at times and places to be decided by these agencies. The Defendant  
11 agrees to provide complete, accurate and truthful information to these agencies.  
12 The Defendant agrees to voluntarily produce any and all documents, records, or  
13 other tangible evidence relating to assets, including bank accounts, about which  
14 the law enforcement agencies inquire. The Defendant agrees to not protect any  
15 person or entity through false information or omission. It is understood that the  
16 Defendant may have an attorney present at any or all such debriefings.

17 The Defendant agrees that the United States may, at its option and upon  
18 written notice to the Defendant, withdraw from this Plea Agreement or modify its  
19 recommendation for sentence if the Defendant fails to provide truthful, complete  
20 and honest information during any such debriefings.

21 10. Effect of Breach:

22 The Defendant agrees that if she breaches this Plea Agreement: the  
23 agreement is null and void; she expressly waives the right to challenge the  
24 initiation of additional charges against her for any criminal activity; and the  
25 United States may make derivative use of and may pursue any investigative leads  
26 suggested by her.  
27  
28

1  
2       11.   United States Sentencing Guideline Calculations:

3       The Defendant and the United States acknowledge that the final Sentencing  
4 Guidelines calculations will be determined by the Court. If the Court orders a  
5 Presentence Investigation Report, the Defendant and the United States  
6 acknowledge that the Court will receive input from the United States Probation  
7 Office on the appropriate sentencing Guidelines calculation. The Defendant and  
8 the United States reserve the right to advise the Court about the law and facts  
9 applicable to any sentencing issues. If the Court orders a Presentence  
10 Investigation Report, the Defendant and the United States reserve the right to  
11 advise the Court and the United States Probation Officer about the law and the  
12 facts applicable to any sentencing issue.

13               a.    *Base Offense Level:*

14       The United States and the Defendant agree that the base offense level for  
15 Conspiracy to Commit Wire/Mail Fraud is 6. *See* USSG § 2B1.1(a)(2).

16               b.    *Specific Offense Characteristics:*

17       The Defendant acknowledges that the United States contends that the base  
18 offense level should be increased based on the reasonably foreseeable loss  
19 resulting from the Defendant's involvement in the conspiracy, which involvement  
20 began on approximately January 1, 2003, and continued through August 11,  
21 2005. USSG § 2B1.1(b)(1) and USSG § 1B1.3 (relevant conduct). The Defendant  
22 acknowledges that the United States contends that the loss is more than  
23 \$1,000,000, but less than \$2,500,000, which loss amount results in a sixteen-level  
24 increase in the Defendant's base offense level. USSG § 2B1.1(b)(1)(I). The  
25 United States acknowledges that the Defendant contends that the reasonably  
26 foreseeable loss amount is less than \$1,000,000, which will result in a smaller  
27 increase in her base offense level, if any.  
28

1  
2 The Defendant acknowledges that the United States contends that her base  
3 offense level should be increased by an additional six levels because the  
4 conspiracy involved a scheme to defraud 250 or more victims. See USSG §  
5 2B1.1(b)(2)(C). The United States acknowledges that Defendant contends there  
6 should be no such increase.

7 The Defendant also acknowledges that the United States contends that her  
8 base offense level should be increased by an additional two levels because the  
9 conspiracy involved misrepresentations that the Defendant was acting on behalf of  
10 one or more educational or religious organizations. See USSG § 2B1.1(b)(8)(A).  
11 The United States acknowledges that Defendant contends there should be no such  
12 increase.

13 The Defendant acknowledges further that the United States contends that  
14 her base offense level should be increased by an additional two levels because the  
15 Defendant relocated, or participated in relocating, the fraudulent scheme to  
16 another jurisdiction to evade law enforcement or regulatory officials or otherwise  
17 involved sophisticated means. See USSG § 2B1.1(b)(9)(A), (B). The United  
18 States acknowledges that Defendant contends there should be no such increase.

19 *c. Vulnerable Victim:*

20 The Defendant acknowledges that the United States contends that her base  
21 offense level should be increased by an additional two levels because the  
22 Defendant knew or should have known that a victim of the offense was a  
23 vulnerable victim. See USSG § 3A1.1(b). The United States acknowledges that  
24 Defendant contends there should be no such increase.

25 *d. Mitigating Role:*

26 The United States acknowledges that the Defendant contends that her base  
27 offense level should be decreased because of a mitigating role in the offense.  
28

1  
2 USSG § 3B1.2. The Defendant acknowledges that the United States contends  
3 there should be no such decrease.

4 *e. Acceptance of Responsibility:*

5 If Defendant pleads guilty and demonstrates a recognition and an  
6 affirmative acceptance of personal responsibility for her criminal conduct,  
7 provides complete and accurate information during the sentencing process, and  
8 does not commit any obstructive conduct, the United States will recommend a  
9 two-level reduction of her adjusted offense level for acceptance of responsibility  
10 and move for a one-level reduction for timely entering a plea of guilty. *See* USSG  
11 § 3E1.1(a) and (b). As a condition of this recommendation, the Defendant agrees  
12 to pay the \$100 mandatory special penalty assessment (*see* 18 U.S.C. §  
13 3013(a)(2)(A)) to the Clerk of the Court for the Eastern District of Washington, at  
14 or before sentencing, in accordance with paragraph 16 herein. *See infra*.  
15 Furthermore, the Defendant and the United States agree that the United States  
16 may, at its option and upon written notice to the Defendant, not recommend a  
17 reduction for acceptance of responsibility if, prior to the imposition of sentence,  
18 she is charged with or convicted of any criminal offense whatsoever and/or if she  
19 tests positive for any controlled substance.

20 *f. Criminal History:*

21 The Defendant and the United States understand that her criminal history  
22 computation will be determined by the Court. However, if the Court orders a  
23 Presentence Investigation Report, her criminal history computation will be  
24 determined by the Court, based on input from the United States Probation Office  
25 and the Presentence Investigation Report. The Defendant and the United States  
26 acknowledge they have made no agreement and have made no representations as  
27 to the Criminal History Category within which the Defendant falls.  
28

1  
2       12.   Incarceration:

3       Pursuant to this Rule 11(c)(1)(C) Plea Agreement, the Defendant agrees to  
4 recommend a term of imprisonment of not less than 12 months and the United  
5 States agrees to recommend a term of imprisonment of not greater than 18 months,  
6 followed by a three-year term of supervised release. The United States  
7 acknowledges that the Defendant reserves the right to recommend to the Court that  
8 the Defendant's sentence of imprisonment consist of home detention. The  
9 Defendant acknowledges that the United States will oppose Defendant's  
10 recommendation for home detention. In the event that the Court orders the  
11 Defendant to report to prison, the United States acknowledges that the Defendant  
12 will ask the Court to permit the Defendant to self-surrender. The United States  
13 reserves the right to object to the Defendant's request to self-surrender.

14       The United States acknowledges that the Defendant will request the Court  
15 to proceed to sentencing without input from the United States Probation Office  
16 and a Presentence Investigation Report, pursuant to Fed.R.Crim.P. 32(c)(1)(A)(ii).  
17 The Defendant acknowledges that the United States will oppose this request.

18       13.   Withdrawal from Plea Agreement:

19       Pursuant to this Rule 11(c)(1)(C) Plea Agreement, the Defendant and the  
20 United States understand that, if the Court accepts this Plea Agreement, the Court  
21 is bound by the parties sentencing recommendations. If the Court rejects the  
22 parties sentencing recommendations, the United States may withdraw from this  
23 Agreement if the Court imposes a sentence less than 12 months and the Defendant  
24 may withdraw from this Agreement if the Court imposes a sentence greater than  
25 18 months. If the Court rejects the Rule 11(c)(1)(C) Plea Agreement, the rights  
26 and obligations will be determined by the provisions of Rule 11.  
27  
28

1  
2 14. Criminal Fine:

3 The Defendant and the United States agree to make no recommendation  
4 concerning the imposition of a criminal fine.

5 15. Supervised Release:

6 The Defendant and the United States agree to recommend that the Court  
7 impose a three-year term of supervised release to include the following special  
8 conditions, in addition to the standard conditions of supervised release:

9 a. that the Defendant's person, residence, office, vehicle, and  
10 belongings shall be subject to search at the direction of her designated Probation  
11 Officer;

12 b. that the Defendant shall provide financial information  
13 (including the filing of periodic financial reports), provide copies of Federal  
14 income tax returns, and allow credit checks, at the direction of her designated  
15 Probation Officer;

16 c. that the Defendant shall disclose all assets and liabilities and  
17 shall not transfer, sell, give away, or otherwise convey or secret any asset, without  
18 the advance approval of her designated Probation Officer;

19 d. that the Defendant shall be prohibited from incurring any new  
20 debt, opening new lines of credit, or entering any financial contracts or obligations  
21 without the prior approval of her designated Probation Officer;

22 e. that the Defendant shall be prohibited from working in the  
23 educational field, with the exception of writing, programming, and selling real  
24 estate courses if approved by her designated Probation Officer; and

25 f. that the Defendant shall allow her designated Probation Officer  
26 to conduct random inspections, including retrieval and copying of data from any  
27 computer, and any personal computing device that the Defendant possesses or has  
28 access to, including any internal or external peripherals. This may require

1  
2 temporary removal of the equipment for a more thorough inspection. The  
3 Defendant shall not possess or use any data encryption technique or program. The  
4 Defendant shall purchase and use such hardware and software systems that  
5 monitor the Defendant's computer usage, if directed by her designated Probation  
6 Officer.

7 15. Restitution:

8 The Defendant and the United States agree to recommend that, pursuant  
9 to 18 U.S.C. § 3663A(c)(3), the Court not order restitution to the victims of the  
10 wire/mail fraud conspiracy offense because: (1) the number of identifiable victims  
11 is so large as to make restitution impracticable; or (2) determining complex issues  
12 of fact related to the cause or amount of the victim's losses would complicate or  
13 prolong the sentencing process to a degree that the need to provide restitution to  
14 any victim is outweighed by the burden on the sentencing process.

15 16. Mandatory Special Penalty Assessments:

16 The Defendant agrees to pay the \$100 mandatory special penalty assessment  
17 to the Clerk of Court for the Eastern District of Washington, at or before  
18 sentencing, pursuant to 18 U.S.C. § 3013, and shall provide a receipt from the  
19 Clerk to the United States before sentencing as proof of this payment.

20 17. Payments While Incarcerated:

21 If the Defendant lacks the financial resources to pay any monetary  
22 obligations imposed by the Court, and if the Defendant is incarcerated, she agrees  
23 to participate in the Bureau of Prisons' Inmate Financial Responsibility Program.

24 18. Additional Violations of Law Can Void Plea Agreement:

25 The Defendant and the United States agree that the United States may at its  
26 option and upon written notice to the Defendant, withdraw from this Plea  
27 Agreement or modify its recommendation for sentence if, prior to the imposition  
28

1  
2 of sentence, the Defendant is charged or convicted of any criminal offense  
3 whatsoever or if the Defendant tests positive for any controlled substance.

4 19. Forfeiture:

5 a. *Count 3 Assets:*

6 With the exception of that lot or parcel of land, together with its buildings,  
7 appurtenances, improvements, fixtures, attachments and easements, located at  
8 3127 East River Glen Drive, Colbert, Washington, Parcel Number 37033.9137, the  
9 Defendant agrees to forfeit all right, title and interest in favor of the United States,  
10 in the real property, personal property and U.S. currency identified in Count 3 of  
11 the Indictment, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).  
12 The Defendant also agrees to execute any and all forms and/or pleadings necessary  
13 to effectuate such forfeiture.

14 REAL PROPERTY

15 All that lot or parcel of land, together with its buildings,  
16 appurtenances, improvements, fixtures, attachments and easements,  
17 described as Parcel Number 37033.9138 located in Spokane County,  
18 Washington, (title to said real property is vested in Steven Randock  
and Dixie E. Randock, husband and wife), more particularly  
described as:

19 Parcel Number 37033.9138, located in Spokane County,  
20 Washington:

21 The West 440 feet of that portion of the Southwest  
22 Quarter of Section 3; Township 27 North, Range 43  
East, W.M., described as follows;

23 Beginning at the Southwest Corner of Section 3; thence  
24 North 00°04'10" East 73 feet to the True Point of  
25 Beginning; thence continuing North 00°04'10" East 587  
26 feet along the section line; thence South 89°52'45" East  
27 1,422.87 feet; thence South 00°04'10" West 22.81 feet to  
28 the centerline of the Little Spokane River; thence South  
79°12' West 140 feet; thence South 50°50' West 530  
feet; thence South 18°54'06" West 181.74 feet; thence  
South 00°26'24" West 30 feet; thence North 89°52'45"  
West 816.01 feet to the True Point of Beginning; Except  
County Rd;



1  
2 Together with all appurtenances, fixtures, attachments,  
3 and improvements thereto and thereupon.

4 SUBJECT to any easements, rights of way, reservations  
5 and/or exceptions of record.

6 CURRENCY

7 \$10,320.00 United States currency seized on or about  
8 August 11, 2005, from Steven Randock and Dixie  
9 Randock.

10 CONVEYANCE

11 2001 Jaguar XK8, VIN: SAJDA42CX1NA13599.

12 SAFE DEPOSIT BOX

13 \$43,600.00 United States currency discovered and seized  
14 on or about August 11, 2005, from safe deposit box  
15 #155, located at American West Bank, rented by  
16 Lawrence ("Larry") Randock and/or Steven K. Randock,  
17 Sr.

18 FUNDS SEIZED FROM BANK ACCOUNTS

19 1) Funds in the amount of \$2,042.54 United  
20 States currency, held in the name of AEIT, Inc., and/or  
21 Steven Randock and Dixie Randock, seized from Wells  
22 Fargo Bank Account Number XXX-XXX2052 on or  
23 about August 11, 2005; and,

24 2) Funds in the amount of \$555.43 United  
25 States currency, held in the name of AEIT and/or Steven  
26 Randock and Dixie Randock, seized from Bank of  
27 Fairfield Account Number XXXX8759 on or about  
28 August 11, 2005.

BANK ACCOUNT(S)

1) \$280,000.00 United States funds or other  
monetary instruments credited to Banc Caribe Account  
Number CK-XX0941, held in the name of Saint Regise  
University (AEIT Peer Degree Program) Graduate  
School, and/or Steven Randock and Dixie Randock;

2) \$150,000.00 United States funds or other  
monetary instruments credited to Banc Caribe Account  
Number SV-XX0084, held in the name of Saint Regise  
University (AEIT Peer Degree Program) Graduate  
School, and/or Steven Randock and Dixie Randock; and,

1  
2  
3 3) \$50,000.00 United States funds or other  
4 monetary instruments credited to Loyal Bank, Limited  
5 Account Number XXXXXXXXX2405, held in the names  
6 of Steven K Randock and Dixie Randock.

7 The Defendant agrees to consent to the entry of orders of forfeiture for such  
8 property and waives the requirements of Federal Rules of Criminal Procedure 32.2  
9 and 43(a) regarding notice of the forfeiture in the charging instrument,  
10 announcement of the forfeiture at sentencing, and incorporation of the forfeiture in  
11 the judgment. The Defendant acknowledges that she understands that the  
12 forfeiture of assets is part of the sentence that may be imposed in this case and  
13 waives any failure by the Court to advise her of this, pursuant to Rule 11(b)(1)(J),  
14 at the time her guilty plea is accepted.

15 The Defendant agrees to hold the United States, the United States Secret  
16 Service and any and all agencies, and their agents and employees, harmless from  
17 any and all claims whatsoever in connection with the investigation, prosecution of  
18 charges, and the seizure and forfeiture of property covered by this Plea  
19 Agreement.

20 The Defendant further agrees to waive all constitutional and statutory  
21 challenges in any manner (including direct appeal, habeas corpus, or any other  
22 means) to any forfeiture carried out in accordance with this Plea Agreement on  
23 any grounds, including that the forfeiture constitutes an excessive fine or  
24 punishment. The Defendant agrees to take all non-monetary steps as requested by  
25 the United States to pass clear title to the assets to the United States and to testify  
26 truthfully in any forfeiture proceeding. The Defendant acknowledges that the  
27 assets covered by this agreement are subject to forfeiture as property facilitating  
28 illegal conduct and/or property obtained with proceeds of illegal conduct.

1  
2       ***b. Additional Forfeitable Property:***

3       The Defendant agrees to relinquish all right, title and interest to the United  
4 States in any additional assets, which she identifies in her debriefings, and hereby  
5 agrees to execute any and all forms and pleadings necessary to effectuate  
6 forfeiture of said assets.

7       The Defendant agrees to hold the United States, the United States Secret  
8 Service, the State of Washington Attorney General's Office, and the Spokane  
9 Police Department, and any and all agencies, and their agents and employees,  
10 harmless from any and all claims whatsoever in connection with the investigation,  
11 prosecution of charges, and the seizure and forfeiture of property covered by this  
12 Plea Agreement.

13       20.   Integration Clause:

14       The United States and the Defendant acknowledge that this document  
15 constitutes the entire Plea Agreement between the United States and the  
16 Defendant, and no other promises, agreements, or conditions exist between the  
17 United States and the Defendant concerning the resolution of the case. This Plea  
18 Agreement is binding only upon the United States Attorney's Office for the  
19 Eastern District of Washington, and cannot bind other federal, state or local  
20 authorities. The United States and the Defendant agree that this agreement cannot

21 //

22 //

23 //

1  
2 be modified except in a writing that is signed by the United States and the  
3 Defendant.

4 Approvals and Signatures

5 Agreed and submitted on behalf of the United States Attorney's Office for  
6 the Eastern District of Washington.

7  
8 James A. McDevitt  
United States Attorney

9  
10  
11   
12 George J. Jacobs, III  
Assistant U.S. Attorney

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
3/26/08  
Date

14 I have read this Plea Agreement and have carefully reviewed and discussed  
15 every part of the agreement with my attorney. I understand and voluntarily enter  
16 into this Plea Agreement. Furthermore, I have consulted with my attorney about  
17 my rights, I understand those rights, and I am satisfied with the representation of  
18 my attorney in this case. No other promises or inducements have been made to  
19 me, other than those contained in this Plea Agreement, and no one has threatened  
20 or forced me in any way to enter into this Plea Agreement. I am agreeing to plead  
21 guilty because I am guilty.

22  
23   
24 Heidi Kae Lorhan  
Defendant

3/26/08  
Date

25 I have read the Plea Agreement and have discussed the contents of the  
26 agreement with my client. The Plea Agreement accurately and completely sets  
27  
28

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

forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept the Defendant's plea of guilty.

  
\_\_\_\_\_  
Timothy D. Trageser  
Attorney for the Defendant

3/26/08  
\_\_\_\_\_  
Date