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9 United States of America

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

12
13 UNITED STATES OF AMERICA,) CR No. _____
14 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15 v.) VIKEN KEUYLIAN
16 VIKEN KEUYLIAN,)
17 Defendant.)
18 _____)

19 1. This constitutes the plea agreement between VIKEN
20 KEUYLIAN ("defendant") and the United States Attorney's Office
21 for the Central District of California ("the USAO") in the
22 investigation of fraud at Lamborghini of Orange County and
23 Lamborghini of Calabasas. This agreement is limited to the USAO
24 and cannot bind any other federal, state or local prosecuting,
25 administrative or regulatory authorities.
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28

1 possess a firearm, the right to hold office, and the right to
2 serve on a jury.

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

10 FACTUAL BASIS

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

19 SEE ATTACHED

20 WAIVER OF CONSTITUTIONAL RIGHTS

21 10. By pleading guilty, defendant gives up the following
22 rights:

- 23 a) The right to persist in a plea of not guilty.
24 b) The right to a speedy and public trial by jury.
25 c) The right to the assistance of legal counsel at
26 trial, including the right to have the Court appoint counsel for
27

1 defendant for the purpose of representation at trial. (In this
2 regard, defendant understands that, despite his or her plea of
3 guilty, he or she retains the right to be represented by counsel
4 - and, if necessary, to have the court appoint counsel if
5 defendant cannot afford counsel - at every other stage of the
6 proceedings.)

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

10 e) The right to confront and cross-examine witnesses
11 against defendant.

12 f) The right, if defendant wished, to testify on
13 defendant's own behalf and present evidence in opposition to the
14 charges, including the right to call witnesses and to subpoena
15 those witnesses to testify.

16 g) The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

19 By pleading guilty, defendant also gives up any and all
20 rights to pursue any affirmative defenses, Fourth Amendment or
21 Fifth Amendment claims, and other pretrial motions that have been
22 filed

23 SENTENCING FACTORS

24 11. Defendant understands that the Court is required to
25 consider the United States Sentencing Guidelines ("U.S.S.G." or
26 "Sentencing Guidelines") among other factors in determining
27

1 defendant's sentence. Defendant understands that the Sentencing
2 Guidelines are only advisory, and that after considering the
3 Sentencing Guidelines, the Court may be free to exercise its
4 discretion to impose any reasonable sentence up to the maximum
5 set by statute for the crimes of conviction.

6 12. Defendant and the USAO agree and stipulate to the
7 following applicable sentencing guideline factors:

8 Base Offense Level : 7 [U.S.S.G. § 2B1.1]

9 Specific Offense
10 Characteristics:

11 Loss Between \$2.5
and \$20 million : 18 to 20 [U.S.S.G. §2B1.1(b)(1)]

12 Derived more than
13 \$1 million from
financial
institution : 2 [U.S.S.G. § 2B1.1(b)(13)]

14 Acceptance of
15 Responsibility : -3 [U.S.S.G. §3E1.1]

16 Total Offense Level : 24-26

17 The USAO will agree to a downward adjustment for acceptance of
18 responsibility (and, if applicable, move for an additional level
19 under § 3E1.1(b)) only if the conditions set forth in paragraph
20 15 are met. Subject to paragraph 15, defendant and the USAO
21 agree not to seek, argue, or suggest in any way, either orally or
22 in writing, that any other specific offense characteristics,
23 adjustments or departures, relating to either the applicable
24 Offense Level or the Criminal History Category, be imposed. If,
25 however, after signing this agreement but prior to sentencing,
26 defendant were to commit an act, or the USAO were to discover a
27

1 previously undiscovered act committed by defendant prior to
2 signing this agreement, which act, in the judgment of the USAO,
3 constituted obstruction of justice within the meaning of U.S.S.G.
4 § 3C1.1, the USAO would be free to seek the enhancement set forth
5 in that section.

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

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

18 DEFENDANT'S OBLIGATIONS

19 15. Defendant agrees that he or she will:

20 a) Plead guilty as set forth in this agreement.

21 b) Not knowingly and willfully fail to abide by all
22 sentencing stipulations contained in this agreement.

23 c) Not knowingly and willfully fail to: (i) appear as
24 ordered for all court appearances, (ii) surrender as ordered for
25 service of sentence, (iii) obey all conditions of any bond, and
26 (iv) obey any other ongoing court order in this matter.

1 d) Not commit any crime; however, offenses which would
2 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
3 not within the scope of this agreement.

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

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

9 THE USAO'S OBLIGATIONS

10 16. If defendant complies fully with all defendant's
11 obligations under this agreement, the USAO agrees:

12 a) To abide by all sentencing stipulations contained
13 in this agreement.

14 b) At the time of sentencing, provided that
15 defendant demonstrates an acceptance of responsibility for the
16 offense up to and including the time of sentencing, to recommend
17 a two-level reduction in the applicable sentencing guideline
18 offense level, pursuant to U.S.S.G. § 3E1.1, and to recommend
19 and, if necessary, move for an additional one-level reduction if
20 available under that section.

21 c) To recommend that defendant be sentenced at the
22 low end of the applicable Sentencing Guidelines range provided
23 that the total offense level as calculated by the Court is 26 or
24 higher and provided that the Court does not depart downward in
25 offense level or criminal history category. Notwithstanding its
26 agreement to recommend the low end of the Sentencing Guidelines

1 range, the USAO is free to recommend any conditions of
2 confinement, including imprisonment, if the total offense level
3 falls within Zone B or C of the sentencing table.

4 BREACH OF AGREEMENT

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

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

23 b) The USAO will no longer be bound by any agreements
24 regarding criminal prosecution, and will be free to prosecute
25 defendant for any crime.

26 c) The USAO will be free to prosecute defendant for
27

1 Court imposes a sentence within or below the range corresponding
2 to the determined total offense level and criminal history
3 category; and (d) the Court considers 18 U.S.C. § 3553(a) prior
4 to imposing sentence. Defendant also gives up any right to bring
5 a post-conviction collateral attack on the conviction or
6 sentence, including any order of restitution, except a post-
7 conviction collateral attack based on a claim of ineffective
8 assistance of counsel, a claim of newly discovered evidence, or a
9 explicitly retroactive change in the applicable Sentencing
10 Guidelines, sentencing statutes, or statutes of conviction.
11 Notwithstanding the foregoing, defendant retains the ability to
12 appeal the court's determination of defendant's criminal history
13 category.

14
15 19. The USAO gives up its right to appeal the Court's
16 sentence, provided that (a) the Court in determining the
17 applicable guideline range does not depart downward in offense
18 level or criminal history category, (b) the Court determines that
19 the total offense level is 26 or above, and (c) the Court imposes
20 a sentence within or above the range corresponding to the
21 determined total offense level and criminal history category.

22 COURT NOT A PARTY

23 20. The Court is not a party to this agreement and need not
24 accept any of the USAO's sentencing recommendations or the
25 parties' stipulations. Even if the Court ignores any sentencing
26 recommendation, finds facts or reaches conclusions different from
27 any stipulation, and/or imposes any sentence up to the maximum

1 established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty plea, and defendant will remain bound
3 to fulfill all defendant's obligations under this agreement. No
4 one - not the prosecutor, defendant's attorney, or the Court -
5 can make a binding prediction or promise regarding the sentence
6 defendant will receive, except that it will be within the
7 statutory maximum.

8 NO ADDITIONAL AGREEMENTS

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

14 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

15 22. The parties agree and stipulate that this Agreement
16 will be considered part of the record of defendant's guilty plea
17 hearing as if the entire Agreement had been read into the record
18 of the proceeding.

1 This agreement is effective upon signature by defendant and
2 an Assistant United States Attorney.

3 AGREED AND ACCEPTED

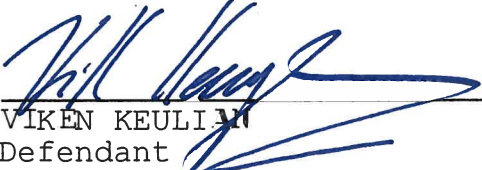
4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA

6 THOMAS P. O'BRIEN
7 United States Attorney

8 
9 ANDREW STOLPER
Assistant United States Attorney

3/10/09
Date

10 I have read this agreement and carefully discussed every
11 part of it with my attorney. I understand the terms of this
12 agreement, and I voluntarily agree to those terms. My attorney
13 has advised me of my rights, of possible defenses, of the
14 Sentencing Guideline provisions, and of the consequences of
15 entering into this agreement. No promises or inducements have
16 been made to me other than those contained in this agreement. No
17 one has threatened or forced me in any way to enter into this
18 agreement. Finally, I am satisfied with the representation of my
19 attorney in this matter.

16 
17 VIKEN KEULIAN
18 Defendant

3/09/09
Date

19 I am defendant's attorney. I have carefully discussed every
20 part of this agreement with my client. Further, I have fully
21 advised my client of his/her rights, of possible defenses, of the
22 Sentencing Guidelines' provisions, and of the consequences of
23 entering into this agreement. To my knowledge, my client's
24 decision to enter into this agreement is an informed and
25 voluntary one.

26 
27 CRAIG WILIS
28 Counsel for Defendant
VIKEN KEULIAN

3/9/09
Date

1
2 **STIPULATED FACTUAL BASIS**

3 At all relevant times, defendant was the owner of two
4 automobile dealerships: Platinum Motors, LLC d.b.a. Lamborghini
5 of Orange County and Calabasas EuroAutoGroup, LLC d.b.a
6 Lamborghini of Calabasas ("defendant's dealerships"). Defendant
7 was in the business of purchasing Lamborghinis from Automobili
8 Lamborghini SpA of Sant'Agata Bolognese, Italy. Defendant
9 operated one of the largest Lamborghini dealerships, selling up
10 to approximately 5% of Lamborghinis worldwide.

11 Most of the Lamborghinis on the lot of defendant's
12 dealerships were purchased using funds borrowed from Volkswagen
13 Credit Inc. ("VCI") pursuant to a flooring line of credit. Under
14 this agreement, defendant's dealership would borrow money from
15 VCI to purchases cars. As each car was sold, defendant was
16 obligated pay VCI back the money it loaned defendant for that
17 specific vehicle. VCI maintained a security interest in the
18 unsold cars.

19 Beginning no later than the September 2007, defendant became
20 financially overextended. Defendant was unable to continue to
21 meet his debt obligations related to his various holdings,
22 including his vineyard, a commercial building on Pacific Coast
23 Highway in Newport Beach, California, his Lotus dealership in
24 Beverly Hills, California. To help meet these obligations,
25 defendant began selling cars that VCI had a security interest in,
26 and instead of using the proceeds from the sale to pay VCI back
27 as required, defendant used the funds to pay for his other
28 obligations. Defendant, and others, deceived VCI into believing

1 that certain cars VCI had loaned defendant the money to purchase
2 that were subject to a security interest were still unsold, when
3 in truth and in fact, as defendant well knew, these cars had been
4 sold and the proceeds from those sales had been misappropriated
5 to pay defendant's other obligations.

6 Beginning in October 2008, defendant sold at least 54
7 vehicles, mostly Lamborghinis, subject to VCI's flooring line of
8 credit for less than defendant borrowed from VCI to purchase the
9 cars. Defendant took the proceeds from these sales and used them
10 to pay back some of the funds that defendant have previously
11 misappropriated from VCI. The cars defendant sold are described
12 on the attached table. As described in the table, VCI had loaned
13 \$12,560,314 to defendant to purchase the 54 cars that defendant
14 sold. Defendant received \$8,163,275 in cash from the sales of
15 these cars. Defendant also received trade-in vehicles which
16 defendant values at an additional \$853,770. None of the funds
17 defendant received were used to pay back VCI the money it loaned
18 defendant to purchase these 54 cars.

19 Throughout the scheme, defendant, acting with the intent to
20 defraud, misled VCI into believing that the cars that he sold
21 remained as collateral for the money VCI had lent.

22 On October 23, 2008, to execute this scheme to defraud,
23 defendant caused \$122,660 in funds to be wired from VCI's JP
24 Morgan bank account in Dearborn, Michigan to Wells Fargo Bank, in
25 Santa Ana, California to purchase a 2006 Bentley Continental.

VIN NUMBER	YEAR	MANU	MODEL	SALE DATE	PURCHASER	CASH RECEIVED	VCI BALANCE
SCBCR63W44C 021527	2004	Bentley	CONTINENTAL	10/24/2008	AVDAA auction	\$ 81,000	\$ 105,720
SCBBR53W36C 034794	2006	Bentley	CONTINENTAL	10/27/2008	Autosports	\$ 70,000	\$ 122,660
SCBBR53W96C 036467	2006	Bentley	CONTINENTAL	10/23/2008	RAA	\$ 89,425	\$ 122,660
WDCYR71E68X 170906	2008	Mercedes	G55	10/24/2008	Newport Collectibles	\$ 70,000	\$ 88,540
WD8PE845675 189355	2007	Dodge	SPRINTER 250	10/27/2008	Sunrise Auto	\$ 60,000	\$ 90,585
ZHWBU16M83L A00676	2003	Lamborghini	MURCIELAGO	10/16/2008	Arts Auto	\$ 105,000	\$ 166,080
ZHWBU6S14L A01281	2008	Lamborghini	MUR	10/17/2008	Newport Collectibles	\$ 110,000	\$ 184,080
ZHWBU26S36L A01761	2006	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 150,000	\$ 264,480
ZHWBU16S56L A01898	2006	Lamborghini	MURCIELAGO	10/18/2008	Arts Auto	\$ 149,500	\$ 223,440
ZHWBU26S36L A01985	2006	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 175,000	\$ 269,040
ZHWBU26S16L A02021	2006	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 175,000	\$ 264,480
ZHWBU37MS7L A02062	2007	Lamborghini	MURCIELAGO	10/17/2008	Arts Auto	\$ 170,000	\$ 288,960
ZHWBU37S28L A02715	2008	Lamborghini	MURCIELAGO	10/23/2008	Arts Auto	\$ 230,000	\$ 395,690
ZHWBU37SX8L A02798	2008	Lamborghini	MURCIELAGO	10/24/2008	Lou Gadio	\$ 369,500	\$ 348,572
ZHWBU37S38L A02870	2008	Lamborghini	MURCIELAGO	10/20/2008	Allsup	\$ 344,570	\$ 344,570
ZWBU47S08L A02895	2008	Lamborghini	MURCIELAGO	10/17/2008	sold Exotic, undisposed	\$ 550,000	\$ 462,305
ZHWBU47S08L A02914	2008	Lamborghini	MURCIELAGO	10/23/2008	Autosports	\$ 110,000	\$ 373,290
ZHWBU37S98L A03151	2008	Lamborghini	MURCIELAGO	10/15/2008	Irani	\$ 389,000	\$ 357,580
ZHWBU37S68L A03222	2008	Lamborghini	MURCIELAGO	10/23/2008	Newport Collectibles	\$ 200,000	\$ 355,200
ZHWBU37S29L A03297	2009	Lamborghini	MURCIELAGO	10/28/2008	Newport Collectibles	\$ 200,000	\$ 368,350
ZHWGU12T06L A03336	2006	Lamborghini	GALLARDO	10/23/2008	Eurocar Inc.	\$ 90,000	\$ 150,480
ZHWGU12T66L A03535	2006	Lamborghini	GALLARDO	10/18/2008	Arts Auto	\$ 105,000	\$ 138,708
ZHWGU22T37L A04164	2007	Lamborghini	GALLARDO SPY	10/23/2008	sold Kim, 10/23, \$145,000	\$ 145,000	\$ 188,160
ZHWGU22TX7L A04288	2007	Lamborghini	GALLARDO SPY	10/24/2008	Hollywood Auto	\$ 130,000	\$ 184,800
ZHWGU22N88L A05796	2008	Lamborghini	GALLARDO SPY	10/23/2008	Newport Collectibles	\$ 120,000	\$ 211,060
ZHWGU43T48L A05836	2008	Lamborghini	GALLARDO SUP	10/23/2008	Eurocar Inc.	\$ 140,000	\$ 150,000
ZHWGU43T78L A06141	2008	Lamborghini	GALLARDO	10/24/2008	AVDAA auction	\$ 140,000	\$ 229,385
ZHWGU22T88L A06512	2008	Lamborghini	GALLARDO SPY	10/15/2008	Gugasian	\$ 185,000	\$ 223,235
ZHWGU43T38L A06718	2008	Lamborghini	GALLARDO SUP	10/23/2008	Newport Collectibles	\$ 120,000	\$ 231,065
ZHWGU22T88L A07014	2008	Lamborghini	GALLARDO SPY	10/22/2008	Arts Auto	\$ 165,000	\$ 219,300
ZHWGU22T68L A07223	2008	Lamborghini	GALLARDO SPY	10/23/2008	Newport Collectibles	\$ 120,000	\$ 222,930
ZHWGU22T78L A07537	2008	Lamborghini	GALLARDO SPY	10/23/2008	Newport Collectibles	\$ 120,000	\$ 226,060
ZHWGU22T98L A07541	2008	Lamborghini	GALLARDO SPY	10/22/2008	Arts Auto	\$ 165,000	\$ 222,795
ZHWGU54T39L A07891	2009	Lamborghini	GALLARDO 560	10/23/2008	Newport Collectibles	\$ 120,000	\$ 224,595

VIN NUMBER	YEAR	MANU	MODEL	SALE DATE	PURCHASER	CASH RECEIVED	VCI BALANCE
ZHWGU54T89L A08017	2009	Lamborghini	GALLARDO 560	10/27/2008	Newport Collectibles	\$ 120,000	\$ 229,519
SCBCR63W95C 024893	2005	Bentley	CONTINENTAL	10/27/2008	Autosports	\$ 70,000	\$ 115,060
WDDNG71X67A 098502	2007	Mercedes	S550	10/27/2008	Autosports	\$ 50,000	\$ 68,000
ZFFEW59A470 152419	2007	Ferrari	430 F430 SPI	10/17/2008	Newport Collectibles	\$ 185,000	\$ 255,360
ZHWBU16S24L A00978	2004	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 115,000	\$ 187,840
ZHWBU16S16L A01753	2006	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 130,000	\$ 230,720
ZHWBU47S37L A02369	2007	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 200,000	\$ 394,680
ZHWBU47S77L A02388	2007	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 200,000	\$ 340,480
ZHWBU37S68L A02717	2008	Lamborghini	MURCIELAGO	10/17/2008	Newport Collectibles	\$ 200,000	\$ 343,505
ZHWBU37S68L A03088	2008	Lamborghini	MURCIELAGO	10/23/2008	Levon Gugasian (Newport)	\$ 90,000	\$ 336,320
ZHWBU47S69L A03471	2009	Lamborghini	LP640	10/23/2008	Levon Gugasian (Newport)	\$ 60,430	\$ 387,720
ZHWGU12T86L A03665	2006	Lamborghini	GALLARDO	10/20/2008	Eurocar Inc.	\$ 117,000	\$ 154,120
ZHWGU22T76L A03677	2006	Lamborghini	GALLARDO SPY	10/24/2008	AVDAA auction	\$ 105,000	\$ 182,400
ZHWGU22T06L A04069	2006	Lamborghini	GALLARDO SPY	10/17/2008	AVDAA auction	\$ 126,500	\$ 182,400
ZHWGU22T97L A04590	2007	Lamborghini	GALLARDO SPY	10/20/2008	AVDAA auction	\$ 145,000	\$ 185,460
ZHWGU22T48L A06538	2008	Lamborghini	GALLARDO SPY	10/23/2008	Eurocar Inc.	\$ 140,000	\$ 223,835
ZHWGU22T98L A07409	2008	Lamborghini	GALLARDO SPY	10/23/2008	Newport Collectibles	\$ 120,000	\$ 223,100
ZHWGU22T28L A07428	2008	Lamborghini	GALLARDO SPY	10/23/2008	Newport Collectibles	\$ 120,000	\$ 223,420
ZHWGU22T18L A07436	2008	Lamborghini	GALLARDO SPY	10/22/2008	Arts Auto	\$ 165,000	\$ 223,840
SAJ0A44B275 B03603	2007	Jaguar	XK	10/24/2008	AVDAA auction	\$ 41,350	\$ 53,680
					Totals	\$ 8,163,275	\$ 12,560,314