

FILED

SEP 10 PM 1:47

SUPREME COURT
OF GUAM

IN THE SUPREME COURT OF GUAM

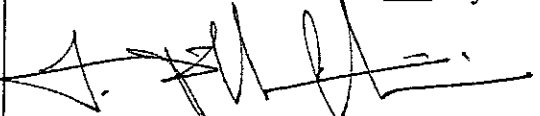
IN RE:)	Supreme Court Case No.ADC09-005
)	
)	
DANILO AGUILAR,)	ORDER
)	

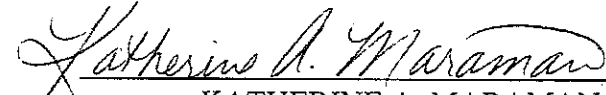
This matter comes before the court on a Stipulated Recommendation for Summary Suspension, filed by the Guam Bar Ethics Committee on September 3, 2010, and signed by Respondent Danilo Aguilar, Peter C. Perez, counsel for Aguilar, and Bruce A. Bradley, Prosecuting Counsel. Aguilar has entered a guilty plea to an information charging him with two counts of money laundering in violation of 18 U.S.C. 8 1956(a)(1)(B)(i), and has been sentenced according to the terms of his plea agreement.


Pursuant to Rule 13 of the Supreme Court's Rules for the Discipline of Attorneys, and based on the Stipulation, the court hereby **ORDERS** that Danilo Aguilar shall be immediately summarily suspended from the practice of law. Further pursuant to the Stipulation, this Order as well as the Stipulation filed on September 3, 2010, shall be unsealed. The Stipulation is attached hereto and its terms are incorporated in this Order.

The parties are further ordered to show cause in writing no later than Friday, September 17, 2010, why all prior filings in ADC09-005 should not be unsealed.

SO ORDERED this 10th day of September, 2010, *nunc pro tunc* to September 3, 2010.


 F. PHILIP CARBULLIDO
 Associate Justice


 KATHERINE A. MARAMAN
 Associate Justice


 ROBERT J. TORRES
 Chief Justice

I do hereby certify that the foregoing is a full true and correct copy of the original on file in the office of the clerk of the Supreme Court of Guam

SEP 10 2010

By: IMELDA B. DUENAS
 Assistant Clerk of Court
 Supreme Court of Guam

1 **GUAM BAR ETHICS COMMITTEE**
Office of the Ethics Prosecutor
2 Judicial Center Building, Second Floor
3 Hagåtña, Guam 96910

FILED
2010 SEP 3 10 07
SUPREME COURT

4 **IN THE SUPREME COURT OF GUAM**

5
6 IN RE:
7 **DANILO AGUILAR,**
8 Respondent.

SUPREME COURT CASE NO. ADC09-005
ETHICS COMPLAINT NO. EC09-028

**STIPULATED RECOMMENDATION
FOR SUMMARY SUSPENSION**

[SUBMITTED UNDER SEAL]

9
10
11 Pursuant to this Court's order of January 8, 2010 this proceeding is sealed.

12 1. By Plea Agreement, Respondent herein has entered a guilty plea to an information
13 charging Respondent with two counts of money laundering in violation of
14 18 U.S.C. § 1956(a)(1)(B)(i). A copy of the Plea Agreement is attached hereto as Exhibit A.
15 Respondent has been sentenced in accordance with the terms of said Plea Agreement.

16 2. Pursuant to Rule 13 of the Supreme Court of Guam's Rules for the Discipline of
17 Attorneys, the parties hereto stipulate to Respondent's immediate summary suspension from the
18 practice of law. Therefore it is mutually recommended that an order immediately issue from this
19 Court summarily suspending Respondent from the practice of law effective September 3, 2010
20 and that this Stipulation and any order issued by this Court granting the Stipulation be unsealed.
21 All other Orders sealing these proceedings would remain in effect.

22 3. Respondent acknowledges that absent the present Rule 13(a)(4)(iii) would provide
23 him with the opportunity to be heard in the context of an order to show cause proceedings and
24 Respondent expressly waives such opportunity.

25 4. Pursuant to Rule 19 of the Supreme Court of Guam's Rules for the Discipline of
26

27 A-0059/1130-00/PCP:col

ORIGINAL

41
20102048

1 Attorneys, Respondent avers that counsel need not be appointed by the Court because a
2 responsible party, attorney Edward Han, Esq., is capable of conducting Respondent's affairs and
3 has agreed to do so. Respondent expressly agrees that he will fully cooperate with the attorney
4 during the period of Respondent's summary suspension to ensure that the interests of his clients
5 are fully and properly protected.

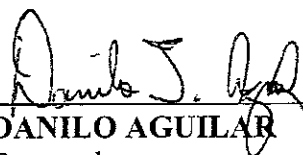
6 5. Notice shall be published on Guam once in the Pacific Daily News newspaper and
7 once in the Marianas Variety newspaper informing the public of Respondent's summary
8 suspension and indicating that the order has issued due to Respondent's guilty plea and
9 conviction. Prosecuting counsel shall coordinate the preparation and publishing of the notices and
10 shall submit a statement of costs to the Supreme Court of Guam which will issue an order
11 thereafter requiring Respondent to reimburse the Judiciary for the cost of the publications within
12 30 days of such order.

13 6. Respondent shall be responsible for reimbursing the Judiciary of Guam for
14 attorneys fees and costs related to preparation of the present stipulation which must be paid by
15 Respondent within 30 days of this Court's issuance of an order approving such fees and costs.

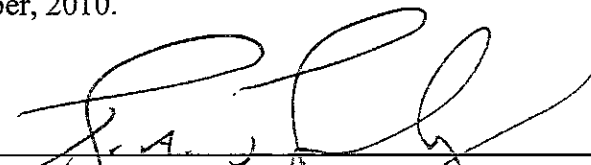
16 7. Respondent shall, in writing, notify the appropriate authorities in all other
17 jurisdictions where he is licensed to practice law of his summary suspension within 30 days of the
18 order and shall provide copies of all such writings to prosecuting counsel.

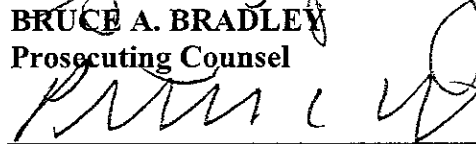
19 Respectfully submitted 3rd day of September, 2010.

20
21 Date: 9-3-10

22
23 By: 
24 **DANILO AGUILAR**
25 Respondent

26 Date: 9/3/2010

21 By: 
22 **BRUCE A. BRADLEY**
23 Prosecuting Counsel

24 By: 
25 **PETER C. PEREZ**
26 Respondent's Counsel

26 Date: 9/3/10

27 A-0059/1130-00/PCP:eol

Exhibit A

1 ALICIA A.G. LIMITIACO
United States Attorney
2 ERIC S. O'MALLEY
Assistant United States Attorney
3 DISTRICT OF THE NORTHERN
MARIANA ISLANDS
4 Horiguchi Building, Third Floor
P. O. Box 500377
Saipan, MP 96950-0377
5 Telephone: (670) 236-2980
Fax: (670) 236-2985

6 Attorneys for United States of America

FILED
DISTRICT COURT OF GUAM

SEP - 3 2010 *ds*

JADINE G. QUINATA
CLERK OF COURT

7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF GUAM**

10 UNITED STATES OF AMERICA,)
11 Plaintiff,)
12 v.)
13 DANILO T. AGUILAR,)
14 Defendant.)
15

Criminal Case No.

PLEA AGREEMENT

16
17 Pursuant to Fed. R. Crim. P. 11(c)(1)(A) & (C), the United States ("Government") and
18 Danilo T. AGUILAR ("Defendant"), enter into this plea agreement ("Agreement"). Pursuant to
19 this Agreement, the Government will accept Defendant's guilty plea to Counts One and Two of
20 the Information charging him with Laundering of Monetary Instruments, in violation of Title
21 18, Section 1956(a)(1)(B)(i), under the terms set forth in the following paragraphs.

22 **GENERAL MATTERS**

23 1. Sole Prosecuting Authority: Except as otherwise provided in this
24 Agreement, it is understood that this Agreement does not bind any federal, state, or local
25 prosecuting authority other than the United States Attorney's Office for the Districts of Guam
and the Northern Mariana Islands ("Office"). This Office will, however, bring the cooperation
of the Defendant to the attention of other prosecuting offices, if requested by him.

1 iii. The Defendant knew that the transaction was designed in whole or
2 in part to conceal or disguise the location, source, ownership, or
3 control of the proceeds of mail fraud.

4 6. Maximum Penalties: 18 U.S.C. § 1956(a)(1)(B)(i), Laundering of
5 Monetary Instruments, is punishable by a fine of not more than \$500,000.00 or twice the value
6 of the property involved in the transaction, whichever is greater, or imprisonment for not more
7 than twenty years, or both.

8 7. Sentence to Be Decided By the Court: The Defendant has been advised and
9 understands that pursuant to Fed. R. Crim. P. 11(c)(1)(C), the parties have agreed that a specific
10 sentence is the appropriate disposition of this case. In the event that the Court rejects the
11 agreement, the Defendant may withdraw his plea of guilty, pursuant to Fed. R. Crim. P.
12 11(d)(2)(A). The sentence agreed upon by the parties is 60 months of probation, on such terms
13 and conditions as set forth herein, in addition to any additional fines, penalties, terms and/or
14 conditions imposed by the Court.

14 **GOVERNMENT'S CONCESSIONS**

15 8. Consideration: In exchange for Defendant's concessions, the Government
16 agrees to the following:

17 i. Agreement Under Rule 11(c)(1)(A): Except as set forth in
18 Paragraph 3 above (regarding criminal tax violations), should the Defendant fully comply with
19 the terms of this Agreement, the Government agrees that it will not seek additional charges
20 against the Defendant for crimes arising from his participation in those events described in the
21 factual stipulation below. This Agreement does not provide any protection against prosecution
22 for any crimes except as set forth herein.

23 ii. Agreement Under Rule 11(c)(1)(C): The Government agrees to
24 recommend the sentence described herein, and shall recommend to the Court that it impose a
25 fine which, in its discretion, would be sufficient to fulfill the interests of justice.

1 iii. Transfer for Plea and Sentencing: The Government shall consent to
2 the transfer of the case to the District of Guam for purposes of entering the plea and sentencing,
3 pursuant to Fed. R. Crim. P. 20(a)(2).

4 **DEFENDANT'S CONCESSIONS**

5 9. Consideration: In exchange for the Government's concessions, the
6 Defendant agrees to the following:

7 i. Guilty Plea: Defendant agrees to waive indictment pursuant to Fed.
8 R. Crim. P. 7(b), and to plead guilty to Counts One and Two of the Information.

9 ii. Cooperation: The Defendant agrees to cooperate with the
10 Government, and will:

11 a. Truthfully and completely disclose all information with
12 respect to the activities of himself and others concerning the conduct alleged in the Information,
13 including the role of any accomplice or accomplices, which information can be used for any
14 purpose.

15 b. Not directly, indirectly, or intentionally disclose anything
16 Defendant knows or has done concerning the Government's investigation into Defendant's
17 conduct or any other person's conduct to anyone other than Defendant's counsel, and not warn
18 any subject of this investigation that Defendant or anyone else is being investigated.

19 c. Cooperate fully with the Government and any law
20 enforcement agency designated by the Government.

21 d. Attend all meetings at which the Government requests his
22 presence.

23 e. Provide to the Government, upon request, any document,
24 record, or other tangible evidence relating to matters about which the Government or any
25 designated law enforcement agency inquires of him.

1 orders of the Superior Court of Guam in CV0210-10 concerning payment and performance
2 shall be deemed incorporated in this Agreement as conditions of the Defendant's probation.

3 c. The Defendant shall comply with all orders issued by the
4 Superior Court of Guam in CV0210-10. Failure to comply with any such order shall constitute
5 a violation of the Defendant's probation.

6 d. Failure to obtain the aforementioned consent judgment or
7 order of the Superior Court of Guam in CV0210-10 within sixty (60) days of signing this
8 Agreement shall constitute a breach of this Agreement, and shall afford the Government those
9 rights described in Paragraph 14 below.

10 iv. Forfeiture: Defendant agrees to forfeit any interest in any property
11 the Government may have seized, and for which it has filed timely notice of forfeiture.

12 v. Polygraph: Defendant agrees to submit to a polygraph examination
13 by any qualified Federal polygraph examiner within 15 days of the submission of the list of
14 assets described in Paragraph 9(ii)(h) and understands that the Government will rely on the
15 results in assessing whether the Defendant has been fully truthful and has otherwise complied
16 with the requirements of this Agreement. Failure to pass the polygraph will not itself constitute
17 a breach of this Agreement, but the results of said polygraph will be admissible as evidence of a
18 breach. The Defendant further understands and agrees that results of the polygraph will be
19 admissible as evidence (by either party) in civil matter number CV0210-10 in the Superior
20 Court of Guam.

21 vi. Payment of Special Assessment: Defendant agrees to pay any
22 mandatory special assessment in accordance with the Court's sentencing order.

23 vii. Waiver of Appellate Rights: The Defendant has been advised and
24 understands that he is hereby waiving any right to appeal or to collaterally attack this
25 conviction. In addition, it is further agreed that the Defendant hereby waives his right to

1 directly appeal, collaterally attack, or otherwise litigate under Title 28, United States Code,
2 Section 2255 and/or Section 2241, the conviction and the sentence.

3 viii. Waiver of Speedy Trial Rights: The Defendant waives all claims he
4 may have based upon the statute of limitations, the Speedy Trial Act, and the speedy trial
5 provisions of the Sixth Amendment to the Constitution. The Defendant also agrees that the
6 time between the filing of this Agreement and the date the Defendant is sentenced following his
7 change of plea hearing is excludable under the Speedy Trial Act, pursuant to Title 18, United
8 States Code, Section 3161.

9 ix. Additional Waiver: The Defendant understands and agrees that the
10 information he provides to this Office pursuant to Paragraph 9(ii)(h) may be shared with the
11 Bank of Guam, and may be admitted as evidence (by either party) in civil matter number
12 CV0210-10 in the Superior Court of Guam.

12 **STIPULATED FACTS**

13 10. Facts: In consideration of the foregoing, the parties hereby stipulate to the
14 following facts:

15 i. On or about May 14, 2009, the Defendant conducted a financial
16 transaction, specifically, the withdrawal of \$100,000.00 from his bank account at First
17 Hawaiian Bank, when said money represented the proceeds of mail fraud;

18 ii. on or about May 15, 2009, the Defendant conducted a financial
19 transaction, specifically, the withdrawal of \$84,947.49 from his bank account at First Hawaiian
20 Bank, when said money represented the proceeds of mail fraud;

21 iii. at the time of the transactions described in Paragraphs 10(i) and
22 10(ii), the Defendant knew that the money represented proceeds of mail fraud;

23 iv. the transactions described in Paragraphs 10(i) and 10(ii) were
24 conducted for the purpose of concealing and disguising the location of the proceeds;

25 v. the transactions affected interstate commerce; and

1 vi. the transactions occurred in the District of the Northern Mariana
2 Islands.

3 **CONSEQUENCES OF GUILTY PLEA AND CONVICTION**

4 11. Waiver of Rights: The Defendant has been advised and understands that he
5 has the below-enumerated rights and that by pleading guilty, he is waiving these rights:

6 i. the right to plead not guilty and to persist in that plea;

7 ii. the right to a jury trial;

8 iii. the right at trial to be presumed innocent and to require the
9 Government to prove his guilt beyond a reasonable doubt;

10 iv. the right to be represented by counsel—and, if necessary, have the
11 Court appoint counsel to represent the Defendant—at trial and every other critical stage of the
12 proceeding;

13 v. the right at trial to see and hear all of the witnesses and for his
14 counsel to cross-examine them in his defense;

15 vi. the right to testify at trial and to present evidence but only if he
16 voluntarily elected to do so;

17 vii. the right at trial to the issuance of subpoenas or compulsory process
18 to compel the attendance of witnesses to testify in his defense; and

19 viii. the right at trial, if he decided not to testify or present evidence, not
20 to have those facts used against him and to be otherwise protected against self-incrimination.

21 12. Effect of Conviction: The Defendant has been advised and understands
22 that if the Court accepts his plea, he will be adjudged guilty of a felony offense and that such
23 adjudication may deprive him of or impose legal restrictions on:

24 i. his right to vote;

25 ii. his right to hold public office;

- 1 iii. his right to serve on a jury;
- 2 iv. his right to possess any kind of firearm;
- 3 v. his right to federal government loans, grants, or aid in the future;
- 4 and
- 5 vi. his ability to practice law.

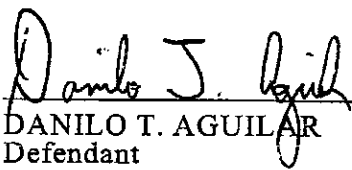
6 13. No Federal Parole: The Defendant has been advised and understands that
7 in the United States penal system, there is no opportunity for parole, and if the Defendant is
8 sentenced to a term of imprisonment, he will not be released on parole.

9 14. Effect of Breach: The Defendant has been advised and understands that if
10 he commits any further crimes, gives false, incomplete, or misleading testimony or information,
11 or otherwise violates any provision of this Agreement, he will be in breach of this Agreement.
12 In that event, the Defendant shall not have the right to withdraw his plea of guilty. The
13 Government, however, will be released from all obligations and restrictions imposed by the
14 Agreement, and may, in its sole discretion and without limitation, proceed with any one or more
15 of the following steps:

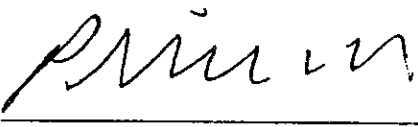
- 16 i. go forward with the plea and sentencing;
- 17 ii. make any and all sentencing recommendations that it deems
18 appropriate;
- 19 iii. treat the agreement as a nullity, that is, as though the parties had
20 never entered into it, withdraw the Agreement, and go to trial on the Information;
- 21 iv. pursue additional charges against the Defendant, notwithstanding
22 the expiration of any statute of limitation between the signing of this Agreement and the
23 commencement of such prosecution; and
- 24 v. use against the Defendant, in this and in any other prosecution and
25 proceeding, any and all information, statements, and testimony—including stipulations made in

1 16. Entire Agreement: This Agreement supersedes any prior understandings,
2 promises, or conditions between the parties. No additional understandings, promises, or
3 conditions have been entered into other than those set forth in this Agreement, and none will be
4 entered into unless in writing and signed by all parties.

5
6 DATED: 8/30/2010

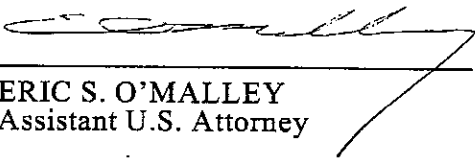

DANILO T. AGUILAR
Defendant

8
9 DATED: 8/30/10


PETER C. PEREZ
Attorney for Defendant

ALICIA A.G. LIMITIACO
United States Attorney
District of the Northern Mariana Islands

15 DATED: 9/1/10


ERIC S. O'MALLEY
Assistant U.S. Attorney