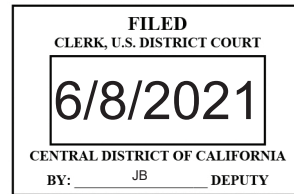


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8



9 Attorneys for Plaintiff
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 2:21-cr-00273-ODW

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
MARY MARGARET KREUPER

14 v.

15 MARY MARGARET KREUPER,

16 Defendant.

17
18 1. This constitutes the plea agreement between MARY MARGARET
19 KREUPER ("defendant") and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the investigation of
21 defendant's embezzlement of funds belonging to St. James Catholic
22 School ("St. James School"). This agreement is limited to the USAO
23 and cannot bind any other federal, state, local, or foreign
24 prosecuting, enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,
28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a two-count information in the form
2 attached to this agreement as Exhibit A or a substantially similar
3 form, which charges defendant with wire fraud, in violation of 18
4 U.S.C. § 1343, and money laundering, in violation of 18 U.S.C. §
5 1956(a)(1)(B)(i).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessments at or before
19 the time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 h. Satisfy any and all restitution/fine obligations based
22 on ability to pay by delivering a certified check or money order to
23 the Fiscal Clerk of the Court, to be held until the date of
24 sentencing and, thereafter, applied to satisfy defendant's
25 restitution/fine balance. Payments may be made to the Clerk, United
26 States District Court, Fiscal Department, 255 East Temple Street,
27 11th Floor, Los Angeles, California 90012.

28

1 i. Ability to pay shall be assessed based on the
2 Financial Disclosure Statement, referenced below, and all other
3 relevant information relating to ability to pay.

4 j. Defendant agrees that any and all restitution/fine
5 obligations ordered by the Court will be due in full and immediately.
6 The government is not precluded from pursuing, in excess of any
7 payment schedule set by the Court, any and all available remedies by
8 which to satisfy defendant's payment of the full financial
9 obligation, including referral to the Treasury Offset Program.

10 k. Complete the Financial Disclosure Statement on a form
11 provided by the USAO and, within 30 days of defendant's entry of a
12 guilty plea, deliver the signed and dated statement, along with all
13 of the documents requested therein, to the USAO by either email at
14 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
15 Litigation Section at 300 N. Los Angeles St., Suite 7516, Los
16 Angeles, CA 90012.

17 l. Authorize the USAO to obtain a credit report upon
18 returning a signed copy of this plea agreement.

19 m. Consent to the USAO inspecting and copying all of
20 defendant's financial documents and financial information held by the
21 United States Probation and Pretrial Services Office.

22 n. Agree that all court appearances, including her change
23 of plea hearing and sentencing hearing, may proceed by video-
24 teleconference ("VTC") or telephone, if VTC is not reasonably
25 available, so long as such appearances are authorized by Order of
26 Chief Judge 20-097 or another order, rule, or statute. Defendant
27 understands that, under the Constitution, the United States Code, the
28 Federal Rules of Criminal Procedure (including Rules 11, 32, and 43),

1 she may have the right to be physically present at these hearings.
2 Defendant understands that right and, after consulting with counsel,
3 voluntarily agrees to waive it and to proceed remotely. Defense
4 counsel also joins in this consent, agreement, and waiver.
5 Specifically, this agreement includes, but is not limited to, the
6 following:

7 i. Defendant consents under Section 15002(b) of the
8 CARES Act to proceed with her change of plea hearing by VTC or
9 telephone, if VTC is not reasonably available.

10 ii. Defendant consents under Section 15002(b) of the
11 CARES Act to proceed with her sentencing hearing by VTC or telephone,
12 if VTC is not reasonably available.

13 iii. Defendant consents under 18 U.S.C. § 3148 and
14 Section 15002(b) of the CARES Act to proceed with any hearing
15 regarding alleged violations of the conditions of pre-trial release
16 by VTC or telephone, if VTC is not reasonably available.

17 o. Agree to and not oppose the imposition of the
18 following condition of probation or supervised release:

19 Defendant shall not work in any capacity, whether as a whole or
20 partial owner, employee, volunteer, consultant, or otherwise, in
21 any business that involves the management or control of funds,
22 business accounts, brokerage accounts, and/or bank accounts of
23 another. Further, defendant shall provide the Probation Officer
24 with access to any and all business records, client lists, and
25 other records pertaining to the operation of any business owned,
26 in whole or in part, by defendant, as directed by the Probation
27 Officer.

28

1 1956(a)(1)(B)(i), 2(b), the following must be true: (1) defendant
2 conducted or willfully caused to be conducted, a financial
3 transaction involving property that represented the proceeds of wire
4 fraud; (2) defendant knew that the property represented the proceeds
5 of some form of unlawful activity; and (3) defendant knew that the
6 transaction was designed in whole or in part to conceal or disguise
7 the nature, location, source, ownership, control of the proceeds.

8 PENALTIES AND RESTITUTION

9 6. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of Title 18, United States
11 Code, Section 1343, is: 20 years of imprisonment; a 3-year period of
12 supervised release; a fine of \$250,000 or twice the gross gain or
13 gross loss resulting from the offense, whichever is greatest; and a
14 mandatory special assessment of \$100.

15 7. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 18, United States
17 Code, Section 1956(a)(1)(B), is: 20 years of imprisonment; a 3-year
18 period of supervised release; a fine of \$500,000 or twice the
19 value of the property involved in the transaction, whichever is
20 greatest; and a mandatory special assessment of \$100.

21 8. Defendant understands, therefore, that the total maximum
22 sentence for all offenses to which defendant is pleading guilty is:
23 40 years of imprisonment; a 3-year period of supervised release; a
24 fine of \$750,000 or twice the gross gain or gross loss resulting from
25 the offenses, whichever is greatest; and mandatory special
26 assessments of \$200.

27 9. Defendant understands that defendant will be required to
28 pay full restitution to the victim of the offenses to which defendant

1 is pleading guilty. Defendant agrees that, in return for the USAO's
2 compliance with its obligations under this agreement, the Court may
3 order restitution to persons other than the victim of the offenses to
4 which defendant is pleading guilty and in amounts greater than those
5 alleged in the counts to which defendant is pleading guilty. In
6 particular, defendant agrees that the Court may order restitution to
7 any victim of any of the following for any losses suffered by that
8 victim as a result of any relevant conduct, as defined in U.S.S.G.
9 § 1B1.3, in connection with the offenses to which defendant is
10 pleading guilty. The parties currently believe that the applicable
11 amount of restitution is approximately \$835,339, but recognize and
12 agree that this amount could change based on facts that come to the
13 attention of the parties prior to sentencing.

14 10. Defendant understands that supervised release is a period
15 of time following imprisonment during which defendant will be subject
16 to various restrictions and requirements. Defendant understands that
17 if defendant violates one or more of the conditions of any supervised
18 release imposed, defendant may be returned to prison for all or part
19 of the term of supervised release authorized by statute for the
20 offense that resulted in the term of supervised release, which could
21 result in defendant serving a total term of imprisonment greater than
22 the statutory maximum stated above.

23 11. Defendant understands that, by pleading guilty, defendant
24 may be giving up valuable government benefits and valuable civic
25 rights, such as the right to vote, the right to possess a firearm,
26 the right to hold office, and the right to serve on a jury.
27 Defendant understands that she is pleading guilty to a felony and
28 that it is a federal crime for a convicted felon to possess a firearm

1 or ammunition. Defendant understands that the convictions in this
2 case may also subject defendant to various other collateral
3 consequences, including but not limited to revocation of probation,
4 parole, or supervised release in another case and suspension or
5 revocation of a professional license. Defendant understands that
6 unanticipated collateral consequences will not serve as grounds to
7 withdraw defendant's guilty pleas.

8 12. Defendant and her counsel have discussed the fact that, and
9 defendant understands that, if defendant is not a United States
10 citizen, the convictions in this case makes it practically inevitable
11 and a virtual certainty that defendant will be removed or deported
12 from the United States. Defendant may also be denied United States
13 citizenship and admission to the United States in the future.
14 Defendant understands that while there may be arguments that
15 defendant can raise in immigration proceedings to avoid or delay
16 removal, removal is presumptively mandatory and a virtual certainty
17 in this case. Defendant further understands that removal and
18 immigration consequences are the subject of a separate proceeding and
19 that no one, including her attorney or the Court, can predict to an
20 absolute certainty the effect of her convictions on her immigration
21 status. Defendant nevertheless affirms that she wants to plead
22 guilty regardless of any immigration consequences that her pleas may
23 entail, even if the consequence is automatic removal from the United
24 States.

25 FACTUAL BASIS

26 13. Defendant admits that defendant is, in fact, guilty of the
27 offenses to which defendant is agreeing to plead guilty. Defendant
28 and the USAO agree to the statement of facts attached as Exhibit B

1 and agree that this statement of facts is sufficient to support pleas
2 of guilty to the charges described in this agreement and to establish
3 the Sentencing Guidelines factors set forth in paragraph 15 below but
4 is not meant to be a complete recitation of all facts relevant to the
5 underlying criminal conduct or all facts known to either party that
6 relate to that conduct.

7 SENTENCING FACTORS

8 14. Defendant understands that in determining defendant's
9 sentence the Court is required to calculate the applicable Sentencing
10 Guidelines range and to consider that range, possible departures
11 under the Sentencing Guidelines, and the other sentencing factors set
12 forth in 18 U.S.C. § 3553(a). Defendant understands that the
13 Sentencing Guidelines are advisory only, that defendant cannot have
14 any expectation of receiving a sentence within the calculated
15 Sentencing Guidelines range, and that after considering the
16 Sentencing Guidelines and the other § 3553(a) factors, the Court will
17 be free to exercise its discretion to impose any sentence it finds
18 appropriate up to the maximum set by statute for the crimes of
19 conviction.

20 15. Defendant and the USAO agree to the following applicable
21 Sentencing Guidelines factors:

22	Base Offense Level:	7	[U.S.S.G. § 2B1.1(a)(1)(B)]
23	Specific Offense 24 Characteristics:		
25	Loss of More Than \$550,000	+14	[U.S.S.G. § 2B1.1(b)(1)(H)]
26	Money Laundering	+2	[U.S.S.G. § 2S1.1(b)(2)(B)]
27	Abuse of Position of Trust	+2	[U.S.S.G. § 3B1.3]

1 Defendant and the USAO reserve the right to argue that additional
2 specific offense characteristics, adjustments, and departures under
3 the Sentencing Guidelines are appropriate.

4 16. Defendant understands that there is no agreement as to
5 defendant's criminal history or criminal history category.

6 17. Defendant and the USAO reserve the right to argue for a
7 sentence outside the sentencing range established by the Sentencing
8 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
9 (a)(2), (a)(3), (a)(6), and (a)(7). By way of example, but not
10 limitation, the parties agree that, because the justice system is
11 facing an unprecedented crisis through the backlog of cases,
12 defendant is entitled to a two-level variance as recognition of
13 defendant's early acceptance of responsibility, which will lessen the
14 burden on the court system by: (1) waiving any right to presence and
15 pleading guilty at the earliest opportunity by VTC (or telephone, if
16 VTC is not reasonably available); (2) waiving any right to presence
17 and agreeing to be sentenced by VTC (or telephone, if VTC is not
18 reasonably available) should the Central District of California's
19 General Order allow for it; (3) agreeing to appear at all other times
20 by VTC or telephone; and (4) waiving all appellate rights.

21 WAIVER OF CONSTITUTIONAL RIGHTS

22 18. Defendant understands that by pleading guilty, defendant
23 gives up the following rights:

- 24 a. The right to persist in a plea of not guilty.
- 25 b. The right to a speedy and public trial by jury.
- 26 c. The right to be represented by counsel -- and if
27 necessary have the Court appoint counsel -- at trial. Defendant
28 understands, however, that, defendant retains the right to be

1 represented by counsel -- and if necessary have the Court appoint
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the
4 burden of proof placed on the government to prove defendant guilty
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,
15 Fourth Amendment or Fifth Amendment claims, and other pretrial
16 motions that have been filed or could be filed.

17 WAIVER OF APPEAL OF CONVICTIONS

18 19. Defendant understands that, with the exception of an appeal
19 based on a claim that defendant's guilty pleas were involuntary, by
20 pleading guilty defendant is waiving and giving up any right to
21 appeal defendant's convictions on the offenses to which defendant is
22 pleading guilty. Defendant understands that this waiver includes,
23 but is not limited to, arguments that the statutes to which defendant
24 is pleading guilty are unconstitutional, and any and all claims that
25 the statement of facts provided herein is insufficient to support
26 defendant's pleas of guilty.

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 20. Defendant gives up the right to appeal all of the
3 following: (a) the procedures and calculations used to determine and
4 impose any portion of the sentence; (b) the term of imprisonment
5 imposed by the Court, provided it is at or below the high-end of the
6 Sentencing Guidelines range corresponding to an offense level of 20
7 and the criminal history category calculated by the Court; (c) the
8 fine imposed by the Court, provided it is within the statutory
9 maximum; (d) to the extent permitted by law, the constitutionality or
10 legality of defendant's sentence, provided it is within the statutory
11 maximum; (e) the amount and terms of any restitution order; (f) the
12 term of probation or supervised release imposed by the Court,
13 provided it is within the statutory maximum; and (g) any of the
14 following conditions of probation or supervised release imposed by
15 the Court: the conditions set forth in Second Amended General Order
16 20-04 of this Court; the drug testing conditions mandated by 18
17 U.S.C. §§ 3563(a) (5) and 3583(d); and the alcohol and drug use
18 conditions authorized by 18 U.S.C. § 3563(b) (7).

19 21. The USAO agrees that, provided all portions of the sentence
20 are at or below the statutory maximum specified above the USAO gives
21 up its right to appeal any portion of the sentence, with the
22 exception that the USAO reserves the right to appeal the amount of
23 restitution ordered.

24 WAIVER OF COLLATERAL ATTACK

25 22. Defendant also gives up any right to bring a post-
26 conviction collateral attack on the convictions or sentence,
27 including any order of restitution, except a post-conviction
28 collateral attack based on a claim of ineffective assistance of

1 counsel, a claim of newly discovered evidence, or an explicitly
2 retroactive change in the applicable Sentencing Guidelines,
3 sentencing statutes, or statutes of conviction. Defendant
4 understands that this waiver includes, but is not limited to,
5 arguments that the statutes to which defendant is pleading guilty is
6 unconstitutional, that newly discovered evidence purportedly supports
7 defendant's innocence, and any and all claims that the statement of
8 facts provided herein is insufficient to support defendant's pleas of
9 guilty.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

11 23. Defendant agrees that if, after entering guilty pleas
12 pursuant to this agreement, defendant seeks to withdraw and succeeds
13 in withdrawing defendant's guilty pleas on any basis other than a
14 claim and finding that entry into this plea agreement was
15 involuntary, then the USAO will be relieved of all of its obligations
16 under this agreement.

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 24. Defendant agrees that if either count of conviction is
19 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
20 resentence defendant on the remaining counts of conviction, with both
21 the USAO and defendant being released from any stipulations regarding
22 sentencing contained in this agreement, (b) ask the Court to void the
23 entire plea agreement and vacate defendant's guilty pleas on the
24 remaining count of conviction, with both the USAO and defendant being
25 released from all their obligations under this agreement, or
26 (c) leave defendant's remaining convictions, sentence, and plea
27 agreement intact. Defendant agrees that the choice among these three
28 options rests in the exclusive discretion of the USAO.

1 Court, (b) correct any and all factual misstatements relating to the
2 Court's Sentencing Guidelines calculations and determination of
3 sentence, and (c) argue on appeal and collateral review that the
4 Court's Sentencing Guidelines calculations and the sentence it
5 chooses to impose are not error, although each party agrees to
6 maintain its view that the calculations in paragraph 15 are
7 consistent with the facts of this case. While this paragraph permits
8 both the USAO and defendant to submit full and complete factual
9 information to the United States Probation and Pretrial Services
10 Office and the Court, even if that factual information may be viewed
11 as inconsistent with the facts agreed to in this agreement, this
12 paragraph does not affect defendant's and the USAO's obligations not
13 to contest the facts agreed to in this agreement.

14 29. Defendant understands that even if the Court ignores any
15 sentencing recommendation, finds facts or reaches conclusions
16 different from those agreed to, and/or imposes any sentence up to the
17 maximum established by statute, defendant cannot, for that reason,
18 withdraw defendant's guilty pleas, and defendant will remain bound to
19 fulfill all defendant's obligations under this agreement. Defendant
20 understands that no one -- not the prosecutor, defendant's attorney,
21 or the Court -- can make a binding prediction or promise regarding
22 the sentence defendant will receive, except that it will be within
23 the statutory maximum.

24 NO ADDITIONAL AGREEMENTS

25 30. Defendant understands that, except as set forth herein,
26 there are no promises, understandings, or agreements between the USAO
27 and defendant or defendant's attorney, and that no additional
28

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 31. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

10 TRACY L. WILKISON
Acting United States Attorney

11 

12 _____
13 POONAM G. KUMAR
Assistant United States Attorney

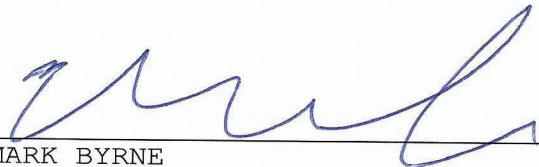
06/08/2021

Date

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16 MARY MARGARET KREUPER
Defendant

June 2, 2021

Date

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19 _____
20 MARK BYRNE
Attorney for Defendant MARY
21 MARGARET KREUPER

6/2/21

Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

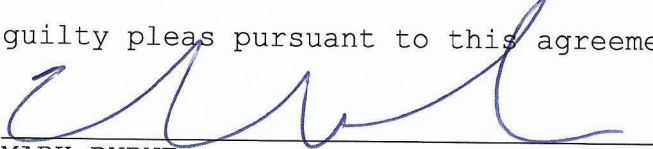
Mary Margaret Kreuper
MARY MARGARET KREUPER
Defendant

June 2, 2021
Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MARY MARGARET KREUPER's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



MARK BYRNE
Attorney for Defendant MARY
MARGARET KREUPER

Date 6/2/21

1 **EXHIBIT A**

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7
8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 MARY MARGARET KREUPER,
14 Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud; 18
U.S.C. § 1956(a) (1) (B) (i): Money
Laundering]

15
16 The Acting United States Attorney charges:

17 COUNT ONE

18 [18 U.S.C. § 1343]

19 A. INTRODUCTORY ALLEGATIONS

20 At times relevant to this Information:

- 21 1. Defendant MARY MARGARET KREUPER resided in Los Angeles
22 County, within the Central District of California.
- 23 2. Defendant KREUPER was a member of an order of nuns
24 affiliated with the Catholic Church (the "order") and located in Los
25 Angeles County, within the Central District of California. As a nun,
26 defendant KREUPER took a vow of poverty and her living expenses were
27 paid for by the order. For 28 years until her retirement in 2018,
28 defendant KREUPER was employed as principal of St. James Catholic

1 School ("St. James School"), an elementary school located in
2 Torrance, California, within the Central District of California. All
3 monies earned by defendant KREUPER for her employment at the St.
4 James School were to be paid to the order.

5 3. As principal of the St. James School, defendant KREUPER was
6 responsible for overseeing and managing the financial affairs of the
7 school, including by properly accounting for and safeguarding the
8 school's finances. In order to allow her to fulfill these
9 responsibilities, St. James School and its administrators (the
10 "Administration") entrusted defendant KREUPER with the management and
11 control of the school's bank accounts. Consistent with these
12 responsibilities, defendant KREUPER oversaw the receipt of cash and
13 checks from parents of students enrolled at the St. James School,
14 including checks to pay for tuition, school fees, and to make
15 charitable donations to the school. Defendant KREUPER was
16 responsible for causing these monies to be deposited into the
17 school's bank accounts and ensuring that the funds were appropriately
18 accounted for in the school's financial records.

19 4. To ensure that the school's finances were properly managed,
20 the Administration required defendant KREUPER to submit monthly and
21 annual reports summarizing the financial position of the school. The
22 monthly reports contained information about the amount of tuition
23 received as well as the expenses incurred by the school. The annual
24 financial reports contained a detailed summary of the St. James
25 School's finances that included, among other information, the
26 following: (a) a profit and loss statement for the St. James School;
27 (b) a balance sheet for the St. James School; (c) a breakdown of all
28 income received by the St. James School, including the income

1 received from tuition, fees, and donations; (d) a breakdown of all
2 expenses paid by the school, including salaries paid to the staff and
3 payments for repairs and maintenance of land and equipment; (e) a
4 list of all bank accounts used by the school in the prior year,
5 including the name on the account, the name of the bank at which the
6 account was held, the account number, and the balance as of the end
7 of the year; and (f) bank statements and bank reconciliations for
8 each account listed on the report.

9 5. St. James School held its funds in bank accounts in its
10 name. In or about March 1986, an account in the name of St. James
11 School was opened at Parishioners Federal Credit Union (the "St.
12 James Savings Account"). In or around April 1995, defendant KREUPER
13 became a signatory on this account.

14 6. In or around March 1998, the Administration opened another
15 account in the name of St. James School at Parishioners Federal
16 Credit Union to pay for the living expenses of defendant KREUPER and
17 the other nuns employed by the St. James School ("St. James Convent
18 Account"). Defendant KREUPER was a signatory on the St. James
19 Convent Account.

20 B. THE SCHEME TO DEFRAUD

21 7. Beginning at least as early as in or about 2008 and
22 continuing through in or about September 2018, in Los Angeles County,
23 within the Central District of California, and elsewhere, defendant
24 KREUPER, knowingly and with the intent to defraud, devised,
25 participated in, executed, and attempted to execute a scheme to
26 defraud St. James School and the Administration as to material
27 matters, and to obtain moneys, funds, assets, and other property
28 owned by an in the custody and control of St. James School and the

1 Administration by means of false and fraudulent pretenses,
2 representations, and promises, and the concealment of material facts.

3 8. The fraudulent scheme operated, in substance, in the
4 following manner:

5 a. Defendant KREUPER took possession of cash and checks
6 made payable to St. James School from parents of St. James School
7 students, and, without the knowledge and authorization of St. James
8 School and/or the Administration, fraudulently diverted these funds
9 by depositing them into the St. James Convent Account. Defendant
10 KREUPER also deposited funds intended for St. James School into the
11 St. James Savings Account.

12 b. Without the knowledge and authorization of St. James
13 School and/or the Administration, defendant KREUPER then used
14 diverted funds deposited into the St. James Convent Account and St.
15 James Savings Account to pay for expenses that the order would not
16 have approved, much less paid for, including large gambling expenses
17 incurred at casinos and certain credit card charges.

18 c. In order to further and conceal her fraudulent scheme,
19 defendant KREUPER falsified the monthly and annual St. James School's
20 financial reports. Specifically, in these reports, defendant KREUPER
21 failed to account for the receipt of the diverted funds, the transfer
22 of those funds to accounts used by defendant KREUPER, and the use of
23 those funds by defendant KREUPER. Further, in these reports,
24 defendant KREUPER failed to include any reference to the St. James
25 Convent Account and the St. James Savings Account, and failed to
26 include the entirety of the funds deposited into and withdrawn from
27 these accounts. By falsifying these reports in this way, defendant
28 KREUPER lulled St. James School and the Administration into believing

1 the school's finances were being properly accounted for and its
2 financial assets properly safeguarded, which, in turn, allowed
3 defendant KREUPER to maintain her access and control of the school's
4 finances and accounts and thus, to continue operating the fraudulent
5 scheme.

6 d. In order to conceal the scheme, defendant KREUPER
7 directed St. James School employees to alter and destroy financial
8 records belonging to St. James School during a school audit.

9 e. As a result of the fraudulent scheme, defendant
10 KREUPER obtained for her personal use approximately \$835,000 in funds
11 belonging to the St. James School.

12 C. EXECUTION OF THE FRAUDULENT SCHEME

13 9. On or about March 1, 2017, in Los Angeles County, within
14 the Central District of California, and elsewhere, defendant KREUPER,
15 in order to execute the fraudulent scheme described above, deposited
16 approximately \$5,737.75 in checks made payable to St. James School
17 into the St. James Convent Account.

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COUNT TWO

[18 U.S.C. §§ 1956(a) (1) (B) (i), 2(b)]

10. The Acting United States Attorney realleges paragraphs 1 through 3 and 5 of this Information here.

11. On or about April 25, 2017, in Los Angeles County, within the Central District of California, and elsewhere, defendant KREUPER knowingly conducted, and willfully caused to be conducted, a financial transaction, namely, the withdrawal by means of check of approximately \$6,000 from the St. James School Convent Account, affecting interstate commerce, knowing that the funds involved in the transaction represented the proceeds of some form of unlawful activity, and which property was, in fact, the proceeds of a specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing that such transaction was designed, in whole or in part, to conceal and disguise the nature, location, source, ownership, and control of such proceeds.

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1 responsibilities, the Administration entrusted defendant KREUPER with
2 the management and control of the School's bank accounts. Consistent
3 with these responsibilities, defendant KREUPER oversaw the receipt of
4 cash and checks from parents of students enrolled at the St. James
5 School, including checks to pay for tuition, school fees, and
6 charitable donations to the school. Defendant KREUPER was
7 responsible for causing these monies to be deposited into the
8 school's bank accounts and ensuring that the funds were appropriately
9 accounted for in the school's financial records.

10 To ensure that the school's finances were properly managed, the
11 Administration required defendant KREUPER to submit monthly and
12 annual reports summarizing the financial position of the school. The
13 monthly reports contained information about the amount of tuition
14 received as well as the expenses incurred by the school. The annual
15 financial reports contained a detailed summary of the St. James
16 School's finances that included, among other information, the
17 following: (a) a profit and loss statement for the school; (b) a
18 balance sheet for the school; (c) a breakdown of all income received
19 by the school, including the income received from tuition, fees, and
20 donations; (d) a breakdown of all expenses paid by the school,
21 including salaries paid to the staff and payments for repairs and
22 maintenance of land and equipment; (e) a list of all bank accounts
23 used by the school in the prior year, including the name on the
24 account, the name of the bank at which the account was held, the
25 account number, and the balance as of the end of the year; and (f)
26 bank statements and bank reconciliations for each account listed on
27 the report.

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1 St. James School held its funds in bank accounts in its name.
2 In or about March 1986, an account in the name of St. James School
3 was opened at Parishioners Federal Credit Union (the "St. James
4 Savings Account"). In or around April 1995, defendant KREUPER became
5 a signatory on this account.

6 In or around March 1998, the Administration opened another
7 account in the name of St. James School at Parishioners Federal
8 Credit Union to pay for the living expenses of defendant KREUPER and
9 the other nuns employed by St. James School ("St. James Convent
10 Account"). Defendant KREUPER was a signatory on the St. James
11 Convent Account.

12 Without the knowledge and authorization of the St. James School
13 and/or the Administration, defendant KREUPER took possession of cash
14 and checks made payable to St. James School from parents of St. James
15 School students, and fraudulently diverted these funds by depositing
16 the cash and checks into the St. James Convent Account. Defendant
17 KREUPER also deposited funds intended for St. James School into the
18 St. James Savings Account. After depositing the funds into the St.
19 James Convent Account and St. James Savings Account, defendant
20 KREUPER then used, again without the knowledge and authorization of
21 St. James School and/or the Administration, the funds diverted from
22 the St. James Convent Account and the St. James Savings Account to
23 pay for expenses that the order would not have approved, much less
24 paid for, including large gambling expenses incurred at casinos and
25 certain credit card charges.

26 In order to further and conceal her fraudulent scheme, defendant
27 KREUPER falsified the monthly and annual St. James School's financial
28 reports. Specifically, in these reports, defendant KREUPER failed to

1 account for the receipt of the diverted funds, the transfer of those
2 funds to accounts used by defendant KREUPER, and the use of those
3 funds by defendant KREUPER. Further, in these reports, defendant
4 KREUPER failed to include any reference to the St. James Convent
5 Account and the St. James Savings Account, and failed to include the
6 entirety of the funds deposited into and withdrawn from these
7 accounts. By falsifying the reports in this way, defendant KREUPER
8 lulled St. James School and the Administration into believing that
9 the school's finances were being properly accounted for and its
10 financial assets properly safeguarded, which, in turn, allowed
11 defendant KREUPER to maintain her access and control of the school's
12 finances and accounts and, thus, continue operating the fraudulent
13 scheme.

14 In furtherance of the scheme described above, on March 1, 2017,
15 in Los Angeles County, within the Central District of California,
16 defendant KREUPER deposited approximately \$5,737.75 in checks made
17 payable to St. James School into the St. James Convent Account at the
18 Parishioners Federal Credit Union branch in Torrance, California,
19 thereby causing an interstate wire communication. Thereafter, on
20 April 25, 2017, in Los Angeles County, within the Central District of
21 California, and elsewhere, defendant KREUPER knowingly conducted, and
22 willfully caused to be conducted, a financial transaction, namely,
23 the withdrawal by means of check of approximately \$6,000 from the St.
24 James Convent Account, affecting interstate commerce, knowing that
25 the funds involved in the transaction represented the proceeds of
26 some form of unlawful activity, and which property was, in fact, the
27 proceeds of a specified unlawful activity, that is, wire fraud and
28 knowing that such transaction was designed, in whole or in part, to

1 conceal and disguise the nature, location, source, ownership, and
2 control of such proceeds. Specifically, defendant KREUPER caused a
3 check drawn on the St. James Convent Account, located in Los Angeles
4 County, to be deposited into a bank account in the name of Individual
5 No. 1, who then cashed the check and provided the proceeds to
6 defendant KREUPER so she could gamble in Nevada with the funds.

7 As a result of the fraudulent scheme described above, defendant
8 KREUPER obtained for her personal use approximately \$835,338.57 in
9 funds belonging to St. James School.

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13 CERTIFICATION OF DEFENDANT

14 I have read this STATEMENT OF FACTS IN SUPPORT OF PLEA AGREEMENT
15 ("statement of facts") in its entirety. I have had enough time to
16 review and consider this statement of facts, and I have carefully and
17 thoroughly discussed every part of it with my attorney. I agree that
18 this statement of facts is accurate and correct, and is sufficient to
19 support a plea of guilty to the charge described in the plea
20 agreement and to establish the Sentencing Guidelines factors set
21 forth in paragraph 15 of the plea agreement.

22
23 Mary Margaret Kreuper
MARY MARGARET KREUPER

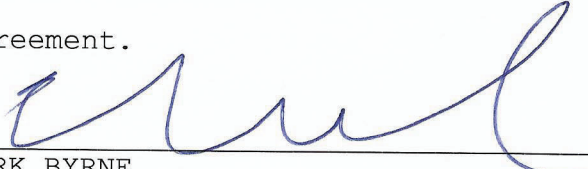
24 Defendant

June 2, 2021
Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MARY MARGARET KREUPER's attorney. I have carefully and thoroughly discussed every part of this statement of facts with my client and agree that it is sufficient to support a plea of guilty to the charge described in the plea agreement and to establish the Sentencing Guidelines factors set forth in paragraph 15 of the plea agreement.



Date 6/2/21

MARK BYRNE
Attorney for Defendant
MARY MARGARET KREUPER