

FILED IN
OPEN COURT
MAY 08 2009
BY

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 -vs-)
)
 DAWN QUIROGA,)
)
 Defendant.)

CR - 09 - 102 L

No. _____

PLEA AGREEMENT

Introduction

1. This document contains the entire plea agreement between defendant, Dawn Quiroga, and the United States through its undersigned attorney. No other agreement or promise exists, nor may any additional agreement be entered into unless in writing and signed by all parties. Any unilateral modification of this agreement is hereby rejected by the United States. This agreement applies only to the criminal violations described and does not apply to any civil matter or any civil forfeiture proceeding except as specifically set forth. The parties understand that this agreement is conditioned on the approval of the Tax Division of the United States Department of Justice. This agreement binds only the United States Attorney's Office for the Western District of Oklahoma and does not bind any other federal, state or local prosecuting, administrative or regulatory authority. If defendant does not accept the terms of this agreement by Friday, February 20, 2009, the offer is withdrawn.

Guilty Plea

2. Defendant agrees to enter a plea of guilty to a two-count Information. Count 1 charges her with money laundering in violation of 18 U.S.C. § 195.

To be found guilty of violating 18 U.S.C. § 1957, defendant must admit that:

- (1) she engaged,
- (2) in a monetary transaction,
- (3) in criminally derived property worth more than \$10,000,
- (4) knowing that the property was criminally derived, and
- (5) the property was, in fact, derived from "specified unlawful activity" as defined by 18 U.S.C. § 1956(c)(7).

Count 2 charges her with willfully failing to file her tax returns in violation of 26 U.S.C. § 7203. To be found guilty of violating 26 U.S.C. § 7203, defendant must admit that:

- (1) she was required to file a tax return and
- (2) she failed to do so.

Maximum Penalty, Restitution, and Special Assessments

3. The maximum penalty that could be imposed as a result of Count 1 is not more than 10 years' imprisonment or a fine of \$250,000, or both such fine and imprisonment, as well as a mandatory special assessment of \$100.00, and a term of supervised release of not more than 3 years.

The maximum penalty that could be imposed as a result of Court 2 is not more than 1 year imprisonment or a fine of \$25,000, or both such fine and imprisonment, as well as a mandatory special assessment of \$25.00, and a term of supervised release of not more than 3 years. She shall also pay the costs of her prosecution.

4. In addition, the Court must order the payment of restitution to the victims of the offense. Pursuant to 18 U.S.C. §§ 3663(a)(3) and 3663A, the parties further agree that, as part of the sentence resulting from defendant's plea, the Court will enter an order of restitution to all victims of defendant's relevant conduct as determined by reference to the United States Sentencing Guidelines. The defendant agrees that she will sign any IRS forms deemed necessary by the IRS to enable the IRS to make an immediate assessment of that portion of the tax and interest due as restitution. The defendant also agrees to sign IRS Form 8821, "Tax Information Authorization." The defendant agrees not to file any claim for refund of taxes or interest represented by any amount of restitution paid pursuant to this agreement. The parties understand that the defendant will receive proper credit for payments made pursuant to this agreement. Nothing in this agreement shall limit the IRS in its lawful examination, determination, assessment, or collection of any taxes, penalties, or interest due from the defendant for any time period. The defendant agrees that this agreement, or any judgment, order, release, or satisfaction issued in connection with this agreement will not satisfy, settle, or compromise the defendant's obligation to pay the balance of any remaining civil liabili-

ties, including tax, additional tax, additions to tax, interest, and penalties, owed to the IRS for any time period.

5. Defendant agrees to pay the special assessment due the United States to the Office of the United States Court Clerk immediately following sentencing. Defendant understands that any fine or restitution ordered by the Court is immediately due unless the Court provides for payment on a date certain or in installments.

6. For certain statutory offenses, the Court must also impose a term of supervised release, which defendant will begin to serve after being released from custody. For all other offenses, the court may impose a term of supervised release to be served following release from custody. During the term of supervised release, defendant will be subject to conditions that will include prohibitions against violating local, state or federal law, reporting requirements, restrictions on travel and residence, and possible testing for controlled substance use. If defendant violates the conditions of her supervised release, the Court may revoke her supervised release, and sentence her to an additional term of imprisonment. This additional term of imprisonment would be served without credit for the time defendant successfully spent on supervised release. When combined, the original term of imprisonment and any subsequent term of imprisonment the Court imposes may exceed the statutory maximum prison term allowable for the offense.

Sentencing Guidelines

7. The parties acknowledge that 18 U.S.C. § 3553(a) directs the Court to consider certain factors in imposing sentence, including the Sentencing Guidelines promulgated by the United States Sentencing Commission. Consequently, although the parties recognize that the Sentencing Guidelines are only advisory, they have entered into certain stipulations and agreements with respect to the Guidelines. Based on the information that is known to the parties on the date this agreement is executed, they expect to take, but are not limited to, the following positions at sentencing:

The defendant should receive a 2-level downward adjustment for acceptance of responsibility pursuant to § 3E1.1(a) of the Sentencing Guidelines, if she commits no further crimes and fully complies with all of the other terms of this agreement. Further, to the extent the Court finds defendant qualifies for that 2-level downward adjustment and § 3E1.1(b) is applicable, the government agrees to move for the additional 1-level downward adjustment of § 3E1.1(b), if defendant accepts the terms of this plea agreement by the deadline established in Paragraph 1.

The amount of "loss" in this case, as defined by § 2B1.1(b)(1) of the Sentencing Guidelines, is more than \$1,000,000 but less than \$10,000,000.

The offense of conviction did not involve "sophisticated means" as defined by § 2B1.1(b)(9) of the Sentencing Guidelines.

The offense of conviction did not involve "vulnerable victims" as defined by § 3A1.1 of the Sentencing Guidelines.

The defendant was an organizer, leader, manager, or supervisor of the offense of conviction as defined by § 3B1.1(c) of the Sentencing Guidelines and, therefore, qualifies for a 2-level enhancement. The criminal activity, however, did not involve five or more participants. Therefore, the defendant does not qualify for the 3-level enhancement of § 3B1.1(b) of the Sentencing Guidelines.

The defendant does not merit an "obstruction of justice" enhancement pursuant to § 3C1.1 of the Sentencing Guidelines.

Apart from any expressed agreements and stipulations, the parties reserve the right to advocate for, and present evidence relevant to, other guideline adjustments and sentencing factors for consideration by the U.S. Probation Office and the Court.

The parties have entered into this plea agreement under the provisions of Rule 11(c)(1)(A) and (B). Defendant also acknowledges and understands that the Court is not bound by, nor obligated to accept, these stipulations, agreements, or recommendations of the United States or defendant. And, even if the Court rejects one or more of these stipulations, agreements, or recommendations, that fact alone would not allow defendant to withdraw her plea of guilty. It is the expectation of the United States that its criminal investigation of defendant's conduct (as opposed to the wrongdoing of others) will cease upon the signing of this plea agreement. However, subject to the terms and conditions of

this plea agreement (particularly the conditions concerning § 1B1.8 set out in paragraph 11), the United States expressly reserves the right to take positions that deviate from the foregoing stipulations, agreements, or recommendations in the event that material credible evidence requiring such a deviation is discovered during the course of the United States' investigation subsequent to the signing of this agreement or arises from sources independent of the United States, including the U.S. Probation Office.

Waiver of Right to Appeal and Bring Collateral Challenge

8. Defendant understands that the Court will consider those factors in 18 U.S.C. § 3553(a) in determining her sentence. Defendant also understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum for the offense(s) to which she is pleading guilty. Defendant further understands that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 give her the right to appeal the judgment and sentence imposed by the Court. Acknowledging all this, defendant in exchange for the promises and concessions made by the United States in this plea agreement, knowingly and voluntarily waives her right to:

a. Appeal or collaterally challenge her guilty plea, sentence, and restitution imposed, and any other aspect of her conviction, including but not limited to any rulings on pretrial suppression motions or any other pretrial dispositions of motions and issues;

b. Appeal, collaterally challenge, or move to modify under 18 U.S.C. § 3582(c)(2) or some other ground, her sentence as imposed by the Court and the manner in which the sentence is determined, provided the sentence is within or below the advisory guideline range determined by the Court to apply to this case. Defendant acknowledges that this waiver remains in full effect and is enforceable, even if the Court rejects one or more of the positions of the United States or defendant set forth in paragraph 7.

c. It is provided that defendant specifically does not waive the right to appeal a sentence above the advisory sentencing guideline range determined by the Court to apply to this case.

9. The United States agrees to waive its right under 18 U.S.C. § 3742 to appeal the sentence imposed by the Court and the manner in which the sentence was determined, provided defendant's sentence is within the advisory guideline range determined by the Court to apply to this case. By this agreement, the United States specifically does not waive its right to appeal a sentence below the advisory sentencing guideline range determined by the Court to apply to this case.

Waiver of Claim to Prevailing Party Status

10. Defendant expressly acknowledges that she is not a "prevailing party" within the meaning of 18 U.S.C. § 3006A with respect to the count of conviction or any other count or charge that may be dismissed pursuant to this agreement. If

defendant is represented by retained counsel, she voluntarily, knowingly, and intelligently waives any rights she may have to seek reasonable attorney's fees and other litigation expenses under 18 U.S.C. § 3006A.

Obligations of Defendant

11. Defendant agrees to cooperate fully with the United States by providing truthful, candid, and complete information as to all matters within her knowledge concerning her wrongful conduct as well as any wrongful conduct involving others. Pursuant to § 1B1.8 of the Sentencing Guidelines, when such information is first provided to the United States by defendant (instead of initially provided by any accomplices of defendant or other independent sources), it will not be used against defendant in determining the advisory sentencing guideline range. Defendant understands that such cooperation will include (a) attending all meetings at which the United States requests her presence; (b) providing to the United States, upon request, any document, record, or other tangible evidence relating to matters about which the United States or any designated law enforcement agency inquires; (c) testifying truthfully before the grand jury and at any trial or other court proceedings if requested to do so by the United States; (d) bringing to the attention of the United States all crimes which she has committed, and all administrative, civil or criminal proceedings, investigations, or prosecutions in which she has been or is a subject, target, party, or witness. Defendant shall commit no further crimes.

12. It is understood by the parties that no statements made by defendant subsequent to and in response to this agreement will be used directly against her in any subsequent criminal proceeding, except in a prosecution for perjury or a false-statement offense. This restriction does not affect the rights and obligations of the United States, as stated herein, concerning the prosecution of the instant charged offenses. Moreover, the parties also recognize that the United States specifically reserves the right to (a) use any statements made by defendant to impeach her if she ever testifies in an inconsistent or contrary manner during any trial or other proceeding; and (b) to pursue and investigate any leads which may arise from statements made by defendant.

13. It is understood that, should defendant commit any further crimes or should it be determined that she has knowingly given false, incomplete, or misleading testimony or information, or should she otherwise violate any provision of this agreement, the United States may declare this agreement null and void and prosecute defendant for any and all federal criminal violations, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this agreement may be brought against defendant, notwithstanding the expiration of the statute of limitations between the signing of this agreement and the commencement of such prosecution. Defendant hereby waives all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this agreement is signed.

14. The parties also recognize that in the event it is determined that defendant has committed any further crimes, knowingly given false, incomplete, or misleading testimony or information, or otherwise violated any provision of this agreement, (a) all statements made by defendant to the United States or other designated law enforcement agents, and any testimony given by defendant before a grand jury or other tribunal, whether prior to or subsequent to the signing of this agreement, and any leads from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against defendant; and (b) defendant shall assert no claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule or law that such statements or any leads therefrom should be suppressed. It is the intent of this agreement to waive all rights in the foregoing respects.

Defendant expressly agrees and understands that her provision of information and other cooperation referred to in this Section may occur when defendant's attorney is not present. However, where the factual circumstances make the request reasonable, it is understood by the parties that the United States will honor and consent to a prior written request by defendant's counsel to be present when defendant provides cooperation to the United States.

The Obligations of the United States

15. If defendant enters a plea of guilty as described above and fully meets all obligations under this agreement, she will not be further prosecuted by the United States Attorney's Office for the Western District of Oklahoma for her criminal activity between June 2006 and December 2008 related to:

- (1) her scheme to defraud investors in Buyer's Solutions Marketing, Inc. and QUI Capital Holdings, Inc.;
- (2) her participation in mortgage and/or bank fraud; and
- (3) her prior failure to file tax returns for tax years 2005, 2006, and 2007, so long as she files appropriate returns for those tax years before sentencing in this case.

This agreement does not provide any protection against prosecution for any crime not specifically described above.

16. It is understood that the sentence to be imposed upon defendant is within the sole discretion of the Court. The United States does not make any promise or representation as to what sentence defendant will receive. The United States reserves the right to inform the Probation Office and the Court of (a) the nature and extent of defendant's activities with respect to this case and all other activities of defendant which the United States deems relevant to sentencing, and (b) the nature and extent of defendant's cooperation with the United States.

17. Further, the United States, in its sole discretion and by whatever means it deems appropriate, will evaluate defendant's cooperation in determining whether

a motion for downward departure from the advisory guideline range under § 5K1.1 of the Sentencing Guidelines, including a motion to depart below a statutory minimum sentence under Title 18, United States Code, Section 3553(e), or a reduction of sentence under Rule 35(b) of the Federal Rules of Criminal Procedure is appropriate. It is understood that the decision whether to make such a motion is likewise solely within the discretion of the United States, and that a negative decision will not allow a guilty plea to be withdrawn.

Signatures

18. By signing this agreement, defendant acknowledges that she has discussed its terms with her attorney and understands and accepts those terms. Further, defendant acknowledges that this document contains the only terms of the agreement concerning her plea of guilty in this case, and that there are no other deals, bargains,

agreements, or understandings which modify or alter these terms.

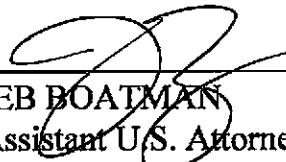
Dated this 24th day of February, 2009.

APPROVED:


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