

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

2006 JUL -5 AM 9:34

PH

UNITED STATES OF AMERICA	:	CASE NO. 3:06CR122
v.	:	JUDGE WALTER HERBERT RICE
STEPHANIE S. WOODS,	:	<u>PLEA AGREEMENT</u>
Defendant.		

It is hereby agreed by and between defendant **STEPHANIE S. WOODS**, individually and through her attorney, Anthony R. Cicero, Esq., and the United States, by counsel as follows:

1. The defendant, **STEPHANIE S. WOODS**, will enter a plea of guilty to Counts 1 - 6 of a Bill of Information filed July 5, 2006. Count 1 of said Bill of Information charges her with Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956(h). Counts 2 - 6 charges her with five individual misdemeanor counts of Willful Failure to File Income Tax Returns in violation of 26 U.S.C. § 7203. Once said guilty pleas are entered and not withdrawn, the United States Attorney for the Southern District of Ohio agrees to dismiss with prejudice at the time of sentencing, the Eight-Count Indictment filed against this defendant on January 11, 2006 in Case No. 3:06CR0002. The maximum statutory penalty that defendant **STEPHANIE S. WOODS** is subject to pursuant to her plea of guilty to Count 1 of the Bill of Information is: up to 10 years imprisonment, a fine in the amount of \$250,000, three years of supervised release, and payment of a \$100 special assessment to the Clerk of Court as required by 18 U.S.C. § 3013. The maximum statutory penalty the defendant faces for each of Counts 2 - 6 of the Bill of Information is: up to 1 year imprisonment, a fine in the amount of \$25,000, one year of supervised release, and payment of a \$25 special assessment to the Clerk of Court as required by 18 U.S.C. § 3013.

2. The defendant understands that this Agreement, which permits a guilty plea to Counts 1 - 6 of the Bill of Information, requires her to abide by each and every term of this Agreement. The defendant further understands that if she makes any statement that is materially false in whole or in part, or otherwise fails to comply with any term of this Agreement, the United States has the right to declare this Agreement null and void and to prosecute the defendant to the full extent of the law.

3. The United States and the defendant jointly stipulate and recommend to the Court that the calculated loss in Count 1 for U.S.S.G. § 2B1.1(b)(1) purposes is \$399,000.

4. The United States Attorney recommends to the Court that as of the time of the execution of this Plea Agreement the defendant has accepted full responsibility for the offenses to which she has agreed to plead guilty. If the defendant continues to accept responsibility through the time of sentencing, the United States will file a motion pursuant to U.S.S.G. §3E1.1(b) stating to the District Court that the defendant has timely notified authorities of her intention to plead guilty. Further, the Government will recommend that the defendant be given a 2 point adjustment for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). The defendant understands that the Court is not bound to accept the United States' recommendations contained in this paragraph. If the Court does not accept the recommendations contained in this paragraph, the defendant understands that she will not be allowed to withdraw her guilty plea.

5. The defendant is aware that the U.S.S.G. and its Policy Statements are no longer mandatory in determining her sentence. However, the defendant also understands that said guidelines and policy statements will be given due consideration by the Court, in conjunction with all other sentencing factors set forth in 18 U.S.C. §3553(a), to determine the appropriate sentence,

pursuant to United States v. Booker, 125 S.Ct 738 (2005). The defendant is further aware that the Court has jurisdiction and authority to impose any sentence within the statutory maximum set forth for the offense to which the defendant pleads guilty. The defendant is aware that the Court has not yet determined a sentence. The defendant is also aware that any estimate of the probable sentencing range under the U.S.S.G. that the defendant may have received from her counsel, the United States, or the probation office, is merely a prediction, not a promise, and is not binding on either the United States, the U.S. Probation Office, or the Court. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw her guilty plea based upon the actual sentence imposed.

6. The defendant understands that this Agreement does not protect her from any later prosecution for perjury, making a false statement, obstruction of justice, or any other such criminal charges based on any conduct that may occur after the date of this Agreement.

7. No promises have been made to the defendant that she will receive probation or that she will receive a lighter sentence on account of her plea of guilty. The sentence in this case will be determined and imposed exclusively by the Court. There is no agreement as to what that sentence will be. The defendant understands that the U.S.S.G. is advisory and not mandatory, although the Court is required to consider the Sentencing Guidelines and their application to this case in imposing sentence. Sentencing is left to the sound discretion of the Court. The defendant understands that the Court may or may not choose to impose a sentence based on the applicable sentencing range under the U.S.S.G. for the offense charged in the Bill of Information. The defendant has thoroughly reviewed with her attorney how the U.S.S.G. might apply to this case. The defendant understands that she does not have the right to withdraw her guilty plea if the Court chooses to apply the U.S.S.G. including upward departures or otherwise imposes a sentence that is higher than expected. The

defendant further understands that the matter of sentencing is reserved solely to the discretion of the Court and the Court could lawfully impose the maximum penalty.

8. The parties hereby state that the charges to which the defendant is pleading guilty adequately reflect the seriousness of the readily provable actual offense behavior, and that the acceptance of this Agreement by the Court will not undermine the statutory purposes of sentencing.

9. The defendant agrees to pay a ~~\$250.00~~ ^{\$ 225.00} special assessment to the Clerk of the United States District Court no later than the date of her sentencing.

10. By signing this document, the defendant acknowledges the truth of the attached Statement of Facts.

11. This written Agreement embodies all of the agreements and understandings reached between the United States Attorney and the defendant. No conversations, discussions, understandings, or other documents extraneous to the Agreement shall be considered part of this Agreement. By signing this Plea Agreement, defendant **STEPHANIE S. WOODS** acknowledges that she has discussed its terms with her attorney and understands and accepts those terms. This agreement binds only the United States Attorney's Office for the Southern District of Ohio and does not bind any other federal, state or local prosecuting authority.

12. The defendant admits that she has received in excess of \$50,000 in unreported income for each of the calendar years of 1999, 2000, 2001, 2002 and 2003.

13. The defendant further acknowledges that she will be liable for the fraud penalty imposed by 26 U.S.C. § 6663 for the unreported amounts of income which will be finally calculated by the Internal Revenue Service for the aforesaid years involved.

14. The defendant agrees that she will file, prior to her sentencing, initial personal returns for the years 1999, 2000, 2001, 2002 and 2003 which correctly report all previous unreported

income. In addition, the defendant will, if requested, provide the Internal Revenue Service information regarding the years covered by these returns, and will pay additional taxes, penalties and interest which are due and owing. Nothing in this agreement should be construed to foreclose the Internal Revenue Service from examining and making adjustments to these returns after they are filed. ^{DK} ~~The defendant further agrees not to file any claims for refund of taxes, penalties, or interest for amounts attributable to the returns filed incident to this plea.~~ ^{DK ARK}

GREGORY G. LOCKHART
United States Attorney

Dwight K. Keller
DWIGHT K. KELLER
Assistant United States Attorney

5 JUL 2005
Date

[Signature]
ANTHONY R. CICERO, ESQ.
Attorney for STEPHANIE S. WOODS

5 JUL 2005
Date

[Signature]
STEPHANIE S. WOODS
Defendant

5 JUL 2005
Date

STATEMENT OF FACTS

UNITED STATES vs. STEPHANIE S. WOODS

FACTS RELEVANT TO COUNT 1 OF THE SUPERSEDING BILL OF INFORMATION

Between on or about September 23, 2003 and on or about April 19, 2005, the defendant STEPHANIE S. WOODS, while in the Southern District of Ohio, knowingly, willfully, and intentionally entered into a conspiracy with Jocelyn L. Hammond and other individuals, both known and unknown to the Grand Jury, for the purpose of committing the crime of money laundering. This conspiracy was part of an overall mortgage fraud scheme which involved orchestrating fraudulent mortgage loan closings for real estate located within the Southern District of Ohio. As part of this scheme, the defendant, together with her various co-conspirators, repeatedly engaged in monetary transactions of property while in the United States each valued in excess of \$10,000. The purchase transactions of said properties involved criminally derived property originating from previous acts of mortgage fraud, money laundering and making false statements on various HUD-1 settlement statements. The defendant knowingly and intentionally engaged in these monetary transactions for the purpose of carrying on of mortgage fraud and money laundering of criminally derived proceeds. Each of these monetary transactions occurred within the United States.

In furtherance of this conspiracy, the defendant, together with her co-conspirators, placed or caused to be placed, certain false, fictitious, and fraudulent statements in mortgage loan related documents, to include:, Department of Housing & Urban Development Settlement Statements (IHUD-1), together with other miscellaneous correspondence and memoranda. These documents were then placed in interstate commerce to prospective out-of-state mortgage lending

institutions. Some of these lending institutions were insured by the Federal Deposit Insurance Corporation.

In furtherance of this conspiracy, the defendant knowingly committed or caused to be committed, the following overt acts:

On or about October 1, 2003, defendant **STEPHANIE S. WOODS**, fraudulently provided the required \$12,750.83 down payment for A.P., a person identified to the Grand Jury, who was the loan applicant/purchaser for the residential loan closing concerning 815 Euclid Ave., Dayton, Ohio.

On or about March 11, 2004, defendant **STEPHANIE S. WOODS**, fraudulently provided the required \$8,585.78 down payment for E.C. and V.C., persons identified to the Grand Jury, the loan applicants/purchasers for the residential loan closing concerning 821 Huron Ave., Dayton, Ohio.

On or about September 28, 2004, defendant **STEPHANIE S. WOODS**, engaged in a monetary transaction involving criminally derived property that affected interstate commerce, by transferring a monetary instrument in the amount of \$48,449.20 which was used to purchase a 2004 Infiniti FX Sport Utility Vehicle, having vehicle identification number of: JNRAS08W14X224818.

On or about April 16, 2005, defendant **STEPHANIE S. WOODS**, engaged in a monetary transaction involving criminally derived property that affected interstate commerce, by transferring a monetary instrument in the amount of \$23,683.00 which was used to purchase a 2003 Chevrolet Silverado K1500 Pickup Truck, having vehicle identification number of: 2GCEK19T731111754.

The defendant was the ultimate recipient of the majority of the fraudulent loan proceeds generated by this money laundering conspiracy.

FACTS RELEVANT TO COUNT 2, 3, 4, 5, & 6 OF THE SUPERSEDING
BILL OF INFORMATION

Throughout calendar years 1999, 2000, 2001, 2002, and 2003 the defendant was a resident of Dayton, Ohio which lies within the Southern District of Ohio. During each of these respective calendar years, the defendant received gross income far exceeding \$50,000. As a result, each of these respective years the defendant was legally required to file a personal federal income tax return with the District Director of the Internal Revenue Service for the Internal Revenue District of Cincinnati in the Southern District of Ohio specifically setting forth her gross income and any other deductions and credits to which she was entitled. The defendant willfully failed to file any personal income tax returns following the close of calendar years 1999, 2000, 2001, 2002 and 2003 at the respective times required by law.