

**FILED**

NOV 20 2013

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

BY \_\_\_\_\_  
DEPUTY CLERK

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7  
8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 2: 13 CR - - 378 JAM

11 UNITED STATES OF AMERICA,  
12 Plaintiff,

13 v.

14 LILLIAN MARQUEZ,  
aka Lillian Yamileth Guevara, and  
15 MICHAEL KEATTS,

16 Defendants.

CASE NO.

VIOLATIONS: 18 U.S.C. § 371 – Conspiracy;  
18 U.S.C. § 1341 - Mail Fraud (9 Counts); and  
18 U.S.C. § 982(a)(2)(A), 18 U.S.C. § 981(a)(1)(C)  
and 28 U.S.C. § 2461(c) - Criminal Forfeiture

**SEALED**

17  
18 INDICTMENT

19 COUNT ONE: [18 U.S.C. § 371 – Conspiracy]

20 The Grand Jury charges:

21 LILLIAN MARQUEZ,  
aka Lillian Yamileth Guevara, and  
22 MICHAEL KEATTS,

23 defendants herein, as follows:

24 **A. Parties, Relevant Persons, and Entities**

25 At times material to this indictment:

- 26 1. Defendant LILLIAN MARQUEZ was an individual living in the Eastern District of  
27 California. She held a salesperson’s license issued by the State of California, Bureau of Real Estate.  
28 2. Defendant MICHAEL KEATTS was an individual living in the Eastern District of

1 California. He held a salesperson's license issued by the State of California, Bureau of Real Estate, and  
2 was a registered tax preparer authorized to prepare and submit tax returns and other documents.

3 3. Colonial Home and Business Services (CHBS) was a business operated by defendants  
4 LILLIAN MARQUEZ and MICHAEL KEATTS to offer various services, including residential real  
5 estate and mortgage loan services. CHBS operated out of an office located at 4410 North Pershing  
6 Avenue, Stockton, California.

7 4. Straw buyers were individuals who nominally purchased, financed, and held title to  
8 property but, in fact, did not reside in the property, exercise authority over the property, make payments  
9 for the property, or own it in any real sense.

10 5. Short sale was a term used for a transaction requested by a homeowner allowing the sale  
11 of the property for an amount less than what was owed to the bank. Financial institutions sometimes  
12 permitted short sales in situations where the current borrower was unable to make required loan  
13 payments.

14 6. Federal Housing Administration (FHA) mortgage loans were government-insured loans  
15 for homeowners who could not otherwise afford to purchase homes. To qualify for an FHA loan, a  
16 buyer must have shown the ability to make a three-percent cash investment in the property. Buyers  
17 could receive those amounts through gifts from friends, relatives, or non-profit housing assistance  
18 organizations, but not from the property sellers.

19 7. Various entities were mortgage lending institutions engaged in the business of residential  
20 mortgage lending, including: Bank of America NA; Wells Fargo Bank NA; Citibank; Indymac; SCME  
21 Mortgage Bankers; WMC Mortgage; Aegis Wholesale; Mortgage IT; Essex Mortgage; Land Home  
22 Financial; Prospect Mortgage; and Summit Funding. Some of these entities were financial institutions  
23 as defined by Title 18, United States Code, Section 20.

24 **B. The Object of the Conspiracy**

25 8. Between on or about February 14, 2006, and continuing to and including at least August  
26 18, 2012, in the State and Eastern District of California and elsewhere, the defendants did knowingly  
27 combine, conspire and agree with each other, and with others known and unknown to the Grand Jury, to  
28 knowingly devise and execute through the use of the United States mails and by use of private and

1 commercial interstate carriers, a material scheme and artifice to defraud various mortgage lending  
2 institutions and for obtaining money or property from those institutions by means of materially false and  
3 fraudulent pretenses, representations, promises, and omissions, in violation of Title 18, United States  
4 Code, Section 1341.

5 **C. The Manner and Means of the Conspiracy**

6 The manner and means of the conspiracy were, in substance, as follows:

7 9. The defendants provided residential real estate services to clients who were unable to  
8 secure financing sufficient to purchase properties, or were unable to make payments on existing  
9 mortgage loans, because of their income and employment, among other factors. These clients were  
10 often assured that the defendants could overcome these issues for them.

11 10. Defendant MICHAEL KEATTS would frequently be identified on purchase contracts  
12 and other documents as the real estate agent representing the client purchasing the property, and on  
13 occasion also for a client selling that property. In fact, it was frequently defendant LILLIAN  
14 MARQUEZ who actually met with the clients, showed them properties, and advised them as to their  
15 purchases and sales.

16 11. Defendants MICHAEL KEATTS and/or LILLIAN MARQUEZ sometimes served as a  
17 loan officer and completed and executed Uniform Residential Loan Applications. In other transactions,  
18 the defendants served as the primary point of contact for the mortgage lending institutions in terms of  
19 providing information about the borrower for the purposes of the loan application and process.

20 12. Defendants would falsely and fraudulently represent that clients were employed by  
21 CHBS or other entities associated with the defendants, such as Golden State Ventures and East Bay  
22 Benefits Group. The defendants would also falsely and fraudulently report that clients received incomes  
23 in excess of what clients actually earned. The defendants further created and submitted to mortgage  
24 lending institutions false and fraudulent documents purporting to support the false statements in loan  
25 applications concerning employment and income, including W-2 tax forms, paycheck stubs, and  
26 employer letters.

27 13. Defendants would misrepresent their clients' credit-worthiness by creating and  
28 submitting false and fraudulent letters indicating the existence of pre-existing and up-to-date lines of

1 credit that were, in fact, non-existent. Similarly, the defendants would create false and fraudulent letters  
2 referring to non-existent payment obligations, such as renter's insurance or automobile insurance  
3 policies, and falsely indicate that clients never made late payments.

4 14. Defendants, knowing that mortgage lending institutions often required tax return  
5 information and documentation relating to mortgage applicants, would sometimes create false and  
6 fictitious tax documents for submission to the Internal Revenue Service and/or the requesting mortgage  
7 lending institution. In particular, defendants and their employees would prepare and submit to the  
8 Internal Revenue Service amended individual tax returns that falsely and fraudulently reported  
9 additional client income in prior years. This false income would subsequently be reported to the  
10 mortgage lending institutions on tax return transcript documents. Similarly, defendants and their  
11 employees would prepare individual income tax returns for clients which falsely and fraudulently  
12 inflated client income. Those returns would subsequently be submitted to mortgage lending institutions  
13 in support of the false claims regarding client income.

14 15. Defendants would sometimes utilize straw buyers to purchase residences for the benefit  
15 of their actual clients. Sometimes, the defendants utilized straw buyers because of their greater ability to  
16 secure financing than the actual clients. On occasion, the defendants utilized straw buyers so that a  
17 client could remain in a residence which was the subject of a short sale. Following the sale, the original  
18 homeowner client would remain in the property and generally make payments on the new loan issued to  
19 the straw buyer.

20 16. Defendants assisted many clients in applying for FHA mortgage loans by creating and  
21 submitting false and fraudulent gift letters indicating that family members were providing required funds  
22 when, in fact, the individuals named were not family members and did not provide any funds.

23 17. Defendants sought to receive and did receive substantial commissions and revenues  
24 associated with the real estate transactions. From February 2006 through August 2012, the defendants  
25 were instrumental in effectuating the financed purchases and attempted financed purchases of the  
26 following residential real properties in the State and Eastern District of California:

27 ///

28 ///



	<b>Property Address</b>	<b>Buyer</b>	<b>Mortgage Lending Institution</b>	<b>Funding Date (F) / Application Date (A)</b>
1				
2	3094 Hudson Drive, Brentwood	C.C.	WMC Mortgage	02/27/06 (F)
3	1904 Old Spanish Drive, Stockton	C.C.	SCME Mortgage Bankers	03/21/06 (F)
4	4109 Monet Drive, Stockton	N.C.	WMC Mortgage	06/21/06 (F)
5	3163 West Monterey Avenue, Stockton	E.D.	Aegis Wholesale	05/04/07 (F)
6	2028 Del Rio Drive, Stockton	B.G.	Mortgage IT	06/12/07 (F)
7	1229 East Flora Street, Stockton	B.G.	First Bank Mortgage	06/13/07 (F)
8	1229 East Flora Street, Stockton	M.H.	SCME Mortgage Bankers	09/25/07 (F)
9	4413 Mist Trail, Stockton	M.P.	Indymac	01/07/08 (F)
10	8136 North Pershing Avenue, Stockton	C.M.	Bank of America	06/09/09 (F)
11	1624 East 13th Street, Stockton	A.V.	Bank of America	03/30/10 (A)
12	4413 Mist Trail Drive, Stockton	M.M.	Bank of America	04/08/10 (F)
13	2410 Stanfield Drive, Stockton	A.B.	Bank of America	04/26/10 (F)
14	2054 De La Vega Court, Stockton	A.B.	Bank of America	05/04/10 (A)
15	1601 East 9th Street, Stockton	J.G.	Bank of America	08/05/10 (A)
16	847 Sanddollar Circle, Stockton	M.S.	Bank of America	10/04/10 (A)
17	1903 Montauban Street, Stockton	M.C.	Essex Mortgage	12/17/10 (A)
18	2747 Phelps Court, Stockton	A.V.	Wells Fargo	12/27/10 (F)
19	2187 Sharkon Court, Stockton	G.M.	Bank of America	01/14/11 (A)
20	1601 East 9th Street, Stockton	C.Z.	Bank of America	01/25/11 (A)
21	1325 Venice Circle, Stockton	M.S.	Land Home Financial	03/08/11 (F)
22	2439 Sandalwood Drive, Stockton	J.M.	Land Home Financial	03/11/11 (F)
23	2064 Grey Stone Drive, Stockton	R.M.	Bank of America	03/17/11 (F)
24	1007 Wembley Way, Manteca	J.G.	Land Home Financial	03/11/11 (A)
25			Bank of America	03/24/11 (A)
26			Citibank	04/01/11 (A)
27			Wells Fargo	04/20/11 (A)
28	6248 Lorraine Avenue, Stockton	M.J.M	Wells Fargo	11/16/11 (F)
	814 Nottingham Drive, Manteca	J.G.	Wells Fargo	12/30/11 (F)

1	2187 B Street, Stockton	D.S.	Summit Funding	04/17/12 (A)
2	605 Arc Avenue, Stockton	L.C.	Summit Funding	05/22/12 (A)

3  
4 18. Many of the purchased properties listed above were subsequently foreclosed upon,  
5 resulting in total losses to mortgage lending institutions of over \$1,800,000.

6 **D. Overt Acts in Furtherance of the Conspiracy**

7 In furtherance of the conspiracy and to accomplish its objects, the defendants, and others known  
8 and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among  
9 others, within the Eastern District of California, and elsewhere:

10 19. On or about February 24, 2006, defendant MICHAEL KEATTS spoke to a representative  
11 of WMC mortgage, identified himself as the general manager of EBBG, and falsely and fraudulently  
12 stated that straw buyer C.C. had been employed by EBBG as a sales executive since January 2003. This  
13 information was provided in connection with C.C.'s purchase of the residence at 3094 Hudson Drive,  
14 Brentwood, California. In fact, C.C. was never employed by EBBG.

15 20. On or about March 10, 2006, defendant LILLIAN MARQUEZ signed a final Uniform  
16 Residential Loan Application falsely and fraudulently indicating that client C.C. held a second job with  
17 EBBG in sales and delivery. This document was submitted to Bank of America in connection with  
18 C.C.'s purchase of the residence at 1904 Old Spanish Drive, Stockton, California. In fact, C.C. was  
19 never employed by EBBG.

20 21. On or about May 1, 2007, defendant MICHAEL KEATTS signed a Uniform Residential  
21 Loan Application that falsely and fraudulently indicated straw buyer E.D. had been employed by CHBC  
22 for the past three years. This document was submitted to Aegis Wholesale in connection with E.D.'s  
23 purchase of the residence at 3163 West Monterey Avenue, Stockton, California. In fact, E.D. was  
24 defendant LILLIAN MARQUEZ's brother, E.D. did not work for CHBC, and the residence was being  
25 purchased for use by client L.M.

26 22. On or about May 29, 2007, defendant MICHAEL KEATTS signed a Uniform Residential  
27 Loan Application that falsely and fraudulently indicated straw buyer B.G. had been employed by CHBC  
28 for the past two years and six months. This document was submitted to Mortgage IT in connection with

1 B.G.'s purchase of the residence at 2028 Del Rio Drive, Stockton, California. In fact, B.G. is defendant  
2 LILLIAN MARQUEZ's mother, and she never worked for CHBC.

3 23. On or about June 6, 2007, a member of the conspiracy created W-2 tax forms for the  
4 years 2005 and 2006 falsely and fraudulently indicating that client B.G. was employed by CHBC.  
5 These documents were submitted to First Bank Mortgage in connection with B.G.'s purchase of the  
6 residence at 1229 East Flora Street, Stockton, California. In fact, B.G. is defendant LILLIAN  
7 MARQUEZ's mother, and she never worked for CHBC.

8 24. On or about February 11, 2009, a member of the conspiracy created and signed a letter  
9 falsely and fraudulently indicating that client C.M. had a life insurance policy with CHBS, and had not  
10 made any late payments over the previous two years. The letter was purportedly signed by A.G., who is  
11 defendant LILLIAN MARQUEZ's grandmother. On or about the same day, a member of the  
12 conspiracy created and signed a letter falsely and fraudulently indicating that client C.M. had a credit  
13 account with World Financial Group, and had not made any late payments over the previous two years.  
14 The letter was purportedly signed by Yamileth Guevara, which is a name used by defendant LILLIAN  
15 MARQUEZ. Both letters were submitted to Bank of America in connection with C.M.'s purchase of the  
16 residence at 8136 North Pershing Avenue, Stockton, California.

17 25. On or about February 13, 2010, a member of the conspiracy drafted a California  
18 Residential Purchase Agreement as the real estate agent for straw buyer A.B., containing an offer to  
19 purchase the residence at 2410 Stanfield Drive, Stockton, California. In fact, A.B. was defendant  
20 LILLIAN MARQUEZ's cousin. A copy of this agreement was provided to Bank of America, which  
21 financed the purchase transaction. Following the purchase, defendants LILLIAN MARQUEZ and  
22 MICHAEL KEATTS lived in this residence as their home.

23 26. On or about February 17, 2010, defendant LILLIAN MARQUEZ asked M.P. to prepare a  
24 purchase contract in which M.P. purported to sell her residence at 4413 Mist Trail Drive, Stockton,  
25 California, to M.M. as part of a short sale. Unbeknownst to the lender, M.M. was not a disinterested  
26 third party who purchased the property for his own use. In fact, the defendants orchestrated the sale to  
27 M.M. as a straw buyer so that M.P. could remain in her home and make lower mortgage payments  
28 pursuant to the new loan issued to M.M.



1           27.    On or about April 9, 2010, defendant LILLIAN MARQUEZ sent an e-mail to Bank of  
2 America attaching two letters purporting to establish client A.V.'s credit history. The first letter,  
3 purportedly issued from East County Insurance Agency, falsely and fraudulently stated that A.V. had  
4 held a life insurance policy with that company and made all of her payments on time. The second letter,  
5 purportedly issued from World Financial Group, falsely and fraudulently stated that A.V. had a credit  
6 account with that company and had not made any late payments over the previous two years. The e-  
7 mail attaching these letters was sent to Bank of America in connection with A.V.'s attempted purchase  
8 of the residence at 1624 E. 13th Street, Stockton, California, as part of a short sale. In fact, the  
9 information in both letters was false. In addition, unbeknownst to the lender, A.V. was not a  
10 disinterested third party seeking to purchase the property. In fact, A.V. already owned 1624 E. 13th  
11 Street under her spouse's name and was attempting to conduct a fraudulent short sale purchase with the  
12 advice and assistance of defendant LILLIAN MARQUEZ.

13           28.    On or about August 3, 2010, defendant LILLIAN MARQUEZ sent an e-mail to Bank of  
14 America falsely identifying M.P. as the landlord for client A.B. That same day, defendant LILLIAN  
15 MARQUEZ sent an e-mail to M.P. alerting her to the fact that the bank would be calling her to verify  
16 client A.B.'s history of making rent payments. These acts were taken in furtherance of A.B.'s attempted  
17 purchase of the residence at 2054 De La Vega Court, Stockton, California. In fact, M.P. was a CHBS  
18 employee and had never served as A.B.'s landlord.

19           29.    On or about August 5, 2010, defendant LILLIAN MARQUEZ sent an e-mail to Bank of  
20 America attaching a copy of a fraudulent California Identification Card depicting straw buyer J.G. This  
21 document was submitted in connection with J.G.'s attempted purchase of the residence at 1601 East 9th  
22 Street, Stockton, California. The fraudulent identification card was altered to make it appear that J.G.,  
23 who was defendant LILLIAN MARQUEZ's daughter, was over the age of 18.

24           30.    On or about September 10, 2010, defendants MICHAEL KEATTS and LILLIAN  
25 MARQUEZ signed a purchase contract in which they purported to represent clients G.M. and J.M.,  
26 respectively. This purchase contract was submitted to Land Home Financial Services in connection with  
27 J.M.'s purchase of the residence at 2439 Sandalwood Drive, Stockton, California. Unbeknownst to the  
28 lender, J.M. was not a disinterested third party seeking to purchase the property for his own use. In fact,



1 the defendants orchestrated the sale to J.M. as a straw buyer so that G.M. could remain in his home and  
2 make lower mortgage payments pursuant to the new loan issued to J.M.

3 31. On or about October 18, 2010, a member of the conspiracy created and signed a letter  
4 falsely and fraudulently stating that client M.S. had minimal income in previous years because her son  
5 had been diagnosed and treated for leukemia, and she worked minimal hours in order to care for him.  
6 The letter was submitted to Bank of America in connection with M.S.'s attempted purchase of the  
7 residence at 847 Sanddollar Circle, Stockton, California. In truth and in fact, M.S. did not have a son  
8 with leukemia.

9 32. On or about November 19, 2010, defendant LILLIAN MARQUEZ e-mailed a letter to  
10 People's Choice Mortgage Group that falsely and fraudulently stated client A.V. had been employed by  
11 CHBS since February 2008. The letter was purportedly signed by A.G., defendant LILLIAN  
12 MARQUEZ's grandmother. The letter was subsequently forwarded to Wells Fargo, which financed  
13 A.V.'s purchase of the residence at 2747 Phelps Court, Stockton, California. In truth and in fact, A.V.  
14 was never employed by CHBS.

15 33. On or about December 23, 2010, defendant LILLIAN MARQUEZ sent an e-mail to Bank  
16 of America attaching a letter falsely and fraudulently indicating that client R.G. had an automobile loan  
17 with CHBS and had not made any late payments over the previous year. The letter was purportedly  
18 signed by A.G., defendant LILLIAN MARQUEZ's grandmother. The letter was sent in connection with  
19 R.G.'s purchase of the residence at 2064 Grey Stone Way, Stockton, California. In truth and in fact,  
20 R.G. did not have such a loan with CHBS.

21 34. On or about January 19, 2011, a member of the conspiracy created paystubs and W-2  
22 forms falsely and fraudulently indicating that client M.C. was employed by CHBS. These documents  
23 were submitted to Essex Mortgage in connection with M.C.'s attempted purchase of the residence at  
24 1903 Montauban Court, Stockton, California. In truth and in fact, M.C. never worked for CHBS.

25 35. On or about January 20, 2011, a member of the conspiracy created and signed a letter  
26 falsely and fraudulently stating that client M.S. had minimal income in previous years because her son  
27 had been diagnosed and treated for leukemia, and she worked minimal hours in order to care for him.  
28 The letter was submitted to Land Home Financial in connection with M.S.'s purchase of the residence at

1 1325 Venice Circle, Stockton, California. In truth and in fact, M.S. did not have a son with leukemia.

2 36. On or about January 25, 2011, defendant LILLIAN MARQUEZ sent an e-mail to Bank  
3 of America attaching, among other things, a purported East County Insurance Agency letter which  
4 falsely indicated that client C.Z. had maintained renter's insurance with that company since April of  
5 2008. This document was submitted in connection with C.Z.'s attempted purchase of the residence  
6 located at 1601 East 9th Street, Stockton, California. In truth and in fact, C.Z. was deported from the  
7 United States in 2009 and was being utilized as a straw buyer.

8 37. On or about August 24, 2011, defendant LILLIAN MARQUEZ sent an e-mail to Wells  
9 Fargo attaching purported paystubs which falsely and fraudulently indicated that client M.J.M. was an  
10 employee of CHBS. The paystubs were provided in connection with M.J.M.'s purchase of the residence  
11 at 6248 Lorraine Avenue, Stockton, California. In truth and in fact, M.J.M. never worked for CHBS.

12 38. On or about December 2, 2011, a member of the conspiracy prepared a verification of  
13 employment for client J.G. that falsely and fraudulently inflated J.G.'s income and included a telephone  
14 number not associated with J.G.'s true employer. The form was subsequently submitted to Wells Fargo  
15 in connection with J.G.'s purchase of the residence at 814 Nottingham Drive, Manteca, California.

16 39. On or about April 17, 2012, defendant LILLIAN MARQUEZ sent an e-mail to Summit  
17 Funding attaching paystubs that falsely and fraudulently indicated client D.S. was employed by CHBS.  
18 This document was provided to Summit Funding in connection with D.S.'s attempted purchase of the  
19 residence at 2187 South B Street, Stockton, California. In truth and in fact, D.S. never worked for  
20 CHBS.

21 40. On or about May 22, 2012, defendant LILLIAN MARQUEZ sent an e-mail to Summit  
22 Funding attaching a Uniform Residential Loan Application that falsely and fraudulently indicated straw  
23 buyer L.C. was currently employed by CHBS. This document was provided to Summit Funding in  
24 connection with L.C.'s attempted purchase of the residence at 605 Arc Avenue, Stockton, California. In  
25 truth and in fact, L.C. had never worked for CHBS.

26 All in violation of Title 18, United States Code, Section 371.

27 ///

28 ///

**COUNTS TWO THROUGH TEN: [18 U.S.C. § 1341 - Mail Fraud]**

The Grand Jury further charges:

LILLIAN MARQUEZ,  
 aka Lillian Yamileth Guevara, and  
 MICHAEL KEATTS,

defendants herein, as follows:

1. The Grand Jury realleges and incorporates by reference the allegations set forth in paragraphs 1 through 7 and 9 through 18 of Count One of this Indictment.

**A. Scheme to Defraud**

2. Between on or about February 14, 2006, and continuing to and including at least on or about August 18, 2012, in the State and Eastern District of California and elsewhere, defendants knowingly devised, participated in, and executed a material scheme to defraud mortgage lending institutions, and obtain money and property from those institutions by means of materially false and fraudulent pretenses, representations, promises, and omissions.

**B. Mailings in Furtherance of the Scheme**

3. On or about the dates listed below, in the State and Eastern District of California, for the purpose of executing the aforementioned scheme and artifice to defraud, and attempting to do so, the defendants did knowingly cause to be delivered by United States mail or by private or commercial interstate carrier, the following matter:

COUNT	DATE OF MAILING	DESCRIPTION	FROM	TO
2	06/09/09	Deed of Trust re: 8136 North Pershing Avenue	San Joaquin County Recorder, 44 N. San Joaquin Street, Stockton, CA	Bank of America, 9000 Southside Blvd., Jacksonville, FL
3	04/09/10	Deed of Trust re: 4413 Mist Trail Drive	San Joaquin County Recorder, 44 N. San Joaquin Street, Stockton, CA	Bank of America, P.O. Box 619003, Dallas, TX

1	4	04/27/10	Deed of Trust re: 2410 Stanfield Court	San Joaquin County Recorder, 44 N. San Joaquin Street, Stockton, CA	Bank of America, P.O. Box 619003, Dallas, TX
2					
3					
4	5	12/27/10	Deed of Trust re: 2747 Phelps Court	Old Republic Title, 3461 Brookside Road, Stockton, CA	Wells Fargo Bank, N.A., 1 East 22nd Street, Lombard, IL
5					
6					
7	6	03/09/11	Deed of Trust re: 1325 Venice Circle	San Joaquin County Recorder, 44 N. San Joaquin Street, Stockton, CA	Land Home Fin. Services 1355 Willow Way, Concord, CA
8					
9					
10	7	03/11/11	Deed of Trust re: 2439 Sandalwood Drive	Old Republic Title, 3461 Brookside Road, Stockton, CA	Land Home Fin. Services 1355 Willow Way, Concord, CA
11					
12					
13	8	03/17/11	Deed of Trust re: 2064 Grey Stone Drive	Old Republic Title, 3461 Brookside Road, Stockton, CA	Bank of America, P.O. Box 619003, Dallas, TX
14					
15					
16	9	11/17/11	Deed of Trust re: 6248 Lorraine Avenue	Old Republic Title, 3461 Brookside Road, Stockton, CA	Wells Fargo Bank, N.A., 4101 Wiseman Blvd, San Antonio, TX
17					
18	10	12/30/11	Deed of Trust re: 814 Nottingham Drive	Placer Title Company, 725 Main Street, Manteca, CA	Wells Fargo Bank, N.A., 4101 Wiseman Blvd, San Antonio, TX
19					
20					

21 All in violation of Title 18, United States Code, Section 1341.

22 **FORFEITURE ALLEGATION:** [18 U.S.C. § 982(a)(2)(A), 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.  
23 § 2461(c) – Criminal Forfeiture]

24 1. Upon conviction of one or more of the offenses alleged in Counts One through Ten of  
25 this Indictment, defendants LILLIAN MARQUEZ and MICHAEL KEATTS shall forfeit to the United  
26 States of America, pursuant to 18 U.S.C. § 982(a)(2)(A), all property, real and personal, which  
27 constitutes or is derived from proceeds obtained directly or indirectly as the result of such violations,  
28 including but not limited to a sum of money equal to the amount of proceeds obtained as a result of the





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**UNITED STATES DISTRICT COURT**

*Eastern District of California  
Criminal Division*

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**THE UNITED STATES OF AMERICA**

vs.

LILLIAN MARQUEZ, aka Lillian Yamileth Guevara, and  
MICHAEL KEATTS

INDICTMENT

**VIOLATION(S):** 18 U.S.C. § 371 – Conspiracy; 18 U.S.C. § 1341 – Mail Fraud (9 counts); and  
18 U.S.C. § 982(a)(2)(A), 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – Criminal Forfeiture

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A true bill,

**/s/ Signature on file w/AUSA**

Foreman.

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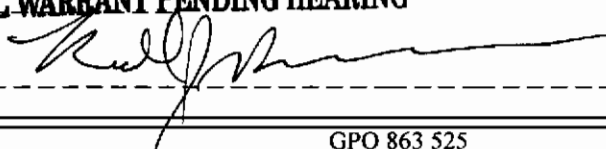
Filed in open court this 20 day

of November, A.D. 20 13

  
Clerk

Bail, \$ **NO BAIL WARRANT PENDING HEARING**

*both do - Lillian Marquez  
- Michael Keatts*



GPO 863 525

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**SEALED**

**PENALTY SLIP**

**Defendants:** LILLIAN MARQUEZ, aka Lillian Yamileth Guevara and  
MICHAEL KEATTS

**COUNT 1:** LILLIAN MARQUEZ, aka Lillian Yamileth Guevara and  
MICHAEL KEATTS

**Violation:** 18 USC § 371 – Conspiracy

**Penalty:** Not more than 5 years imprisonment  
Not more than \$250,000 in fine, or both  
Not more than 3 years supervised release

**COUNTS 2-10:** LILLIAN MARQUEZ, aka Lillian Yamileth Guevara and  
MICHAEL KEATTS

**Violation:** 18 USC § 1341 - Mail Fraud

**Penalty:** Not more than 30 years imprisonment  
Not more than \$1,000,000 in fine, or both  
Not more than 5 years supervised release

**FORFEITURE:** ALL DEFENDANTS  
As stated in indictment

**ASSESSMENT:** \$100 each count

**SEALED**