



### **Punishment Range**

2. The **statutory** maximum penalty for each violation of Title 18, United States Code, Section 1349, is imprisonment of not more than twenty years and a fine of not more than \$250,000. Additionally, the defendant may receive a term of supervised release after imprisonment of up to three years. Title 18, U.S.C. §§ 3559(a)(3) and 3583(b)(2). Defendant acknowledges and understands that if he should violate the conditions of any period of supervised release which may be imposed as part of his/her sentence, then defendant may be imprisoned for the entire term of supervised release up to two years, without credit for time already served on the term of supervised release prior to such violation. Title 18, U.S.C. §§ 3559(a)(3) and 3583(e)(3). Defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

### **Mandatory Special Assessment**

3. Pursuant to Title 18, U.S.C. § 3013(a)(2)(A), immediately after sentencing, defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars (\$100.00) per count of conviction. The payment will be by cashier's check or money order payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box

61010, Houston, Texas 77208, Attention: Finance.

### **Immigration Consequences**

4. If the defendant is not a citizen of the United States, a plea of guilty may result in deportation, exclusion from admission to the United States, or the denial of naturalization.

### **Cooperation**

5. The defendant agrees to persist in his/her plea of guilty through sentencing, fully cooperate with the United States, and not oppose the forfeiture of assets contemplated in the Forfeiture section of this agreement. The defendant understands and agrees that the United States may request that sentencing be deferred until his/her cooperation is complete.

6. The defendant understands and agrees that “fully cooperate,” as used herein, includes providing all information relating to any criminal activity known to the defendant, including but not limited to insurance fraud. The defendant understands that such criminal activity includes both state and federal offenses.

In that regard:

- (a) Defendant agrees that this plea agreement binds only the United States Attorney for the Southern District of Texas and the defendant. It does not bind any other United States Attorney or any other unit of the Department of Justice.

- (b) Defendant agrees to testify truthfully as a witness before a grand jury or in any other judicial or administrative proceeding when called upon to do so by the United States. Defendant further agrees to waive his/her Fifth Amendment privilege against self-incrimination for the purpose of this agreement.
- (c) Defendant agrees to voluntarily attend any interviews and conferences that the United States may request.
- (d) Defendant agrees to provide truthful, complete and accurate information and testimony, and understands that any false statements made by the defendant to the Grand Jury or at any court proceeding (criminal or civil), or to a government agent or attorney, can and will be prosecuted under the appropriate perjury, false statement or obstruction statutes.
- (e) Defendant agrees to provide to the United States all documents in his/her possession or under his/her control relating to all areas of inquiry and investigation.
- (f) Should the recommended departure, if any, not meet the defendant's expectations, the defendant understands he/she remains bound by the terms of this agreement and cannot, for that reason alone, withdraw his/her plea.

#### **Waiver of Appeal**

7. The defendant is aware that he/she has the right to appeal the conviction and sentence under 28 U.S.C. § 1291 and 18 U.S.C. § 3742. The defendant knowingly and voluntarily waives the right to appeal the conviction and the sentence imposed or the manner in which it was determined. The defendant is also aware that 28 U.S.C. § 2255 affords a defendant the right to contest or

“collaterally attack” a conviction or sentence after the conviction or sentence has become final. The defendant knowingly and voluntarily waives the right to contest his/her conviction or sentence by means of any post-conviction proceeding.

8. In exchange for this Agreement with the United States, the defendant waives all defenses based on venue, speedy trial under the Constitution and Speedy Trial Act, and the statute of limitations with respect to any prosecution that is not time barred on the date that this Agreement is signed, in the event that (a) the defendant’s conviction is later vacated for any reason, (b) the defendant violates any provision of this Agreement, or (c) the defendant’s plea is later withdrawn.

9. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. The defendant is also aware that any estimate of the possible sentencing range under the *United States Sentencing Commission Guidelines Manual* (hereafter referred to as “Sentencing Guidelines” or “U.S.S.G.”) that he/she may have received from his/her counsel, the United States or the Probation Office, is a prediction, not a promise, **did not induce his/her guilty plea**, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation

concerning what sentence the defendant will receive. Defendant further understands and agrees that the Sentencing Guidelines are effectively advisory to the Court. *United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

10. The defendant understands and agrees that any and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement. **If the defendant instructs his/her attorney to file a notice of appeal at the time sentence is imposed or at any time thereafter, the United States will seek specific performance of any and all provisions of this Agreement.**

#### **The United States' Agreements**

11. The United States agrees to each of the following:
  - (a) If Defendant pleads guilty to Count One of the Indictment and persists in that plea through sentencing, and if the Court accepts this plea agreement, the United States will move to dismiss any remaining counts of the Indictment at the time of sentencing.
  - (b) The United States agrees to recommend that the Defendant receive a three (3) level downward adjustment pursuant to U.S.S.G. Section

3E1.1(a) for accepting responsibility as contemplated by the Sentencing Guidelines and timely notifying authorities of his/her intention to enter a plea of guilty.

- (c) The United States agrees not to argue that loss exceeded \$7 million.
- (d) The United States will recommend a sentence at the low end of the applicable Sentencing Guidelines range.
- (e) The United States agrees to file a motion for downward departure under U.S.S.G. Section 5K1.1.

**Agreement Binding - Southern District of Texas Only**

12. The United States agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for offenses arising from conduct charged in the Indictment. This plea agreement binds only the United States Attorney's Office for the Southern District of Texas and the defendant. It does not bind any other United States Attorney or any other unit of the Department of Justice. The United States will bring this plea agreement and the full extent of the defendant's cooperation, if any, to the attention of other prosecuting offices if requested.

**The United States' Non-Waiver of Appeal**

13. The United States reserves the right to carry out its responsibilities under the Sentencing Guidelines. Specifically, the United States reserves the right:

- (a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a presentence report;
- (b) to set forth or dispute sentencing factors or facts material to sentencing;
- (c) to seek resolution of such factors or facts in conference with the defendant's counsel and the Probation Office;
- (d) to file a pleading relating to these issues, in accordance with U.S.S.G. Section 6A1.2 and Title 18, U.S.C. § 3553(a); and
- (e) to appeal the sentence imposed or the manner in which it was determined.

#### **Sentence Determination**

14. Defendant is aware that his/her sentence will be imposed after consideration of the Sentencing Guidelines, which are only advisory, as well as the provisions of Title 18, U.S.C. § 3553. Defendant nonetheless acknowledges and agrees that the Court has the authority to impose any sentence up to and including the statutory maximum set for the offense(s) to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should impose any



sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

### **Defendant's Rights**

15. Defendant represents to the Court that he/she is satisfied that his/her attorney has rendered effective assistance. Defendant understands that by entering into this agreement, he/she surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

- (a) If the defendant persisted in a plea of not guilty to the charges, the defendant would have the right to a speedy jury trial with the assistance of counsel. The trial could be conducted by a judge sitting without a jury if the defendant, the United States, and the court all agreed.
- (b) At a trial, the United States would be required to present witnesses and other evidence against the defendant. The defendant would have the opportunity to confront those witnesses and his/her attorney would be allowed to cross-examine them. In turn, the defendant could, but would not be required to, present witnesses and other evidence on his/her own behalf. If the witnesses for the defendant would not appear voluntarily, he/she could require their attendance through the subpoena power of the court.
- (c) At a trial, the defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if the

defendant desired to do so, he/she could testify on his/her own behalf.

### **Factual Basis for Guilty Plea**

16. Defendant is pleading guilty because he/she is guilty of the charges contained in Count One of the Indictment. If this case were to proceed to trial, the United States could prove each element of the offense beyond a reasonable doubt. Defendant understands and agrees that the following facts, among others, would be offered to establish the defendant's guilt:

In 2006, Lisa Carol Ross ("Ross") was a member of the Texas State Bar and a fee attorney for Vision Title in Houston, TX. In that position, she utilized her law license to preside over real estate transactions. Some of the real estate transactions that she was involved in were fraudulent and also involved Walter Macapaz ("Macapaz"), Tony Maldonado ("Maldonado") and Buffy Lawrence ("Lawrence"). In these transactions, straw purchasers were used to complete uniform residential loan applications that contained various items of fictitious information regarding employment, income, rental history or deposits on account, to qualify them for a loan. Once the lender qualified them, the title company completed the transaction by acting as an independent third party to disburse the collected monies in accordance with the settlement form or HUD-1. In order to pay the participants of the fraudulent scheme, Ross issued two payments to the seller of a transaction. The seller was given one of the payments and the other was issued as a check that was negotiated at a check cashing facility in Houston, TX and further turned into cash and blank money orders. The cash and money orders were then given to the participants in the scheme. Ross was paid additional money by the participants for closing the fraudulent loans. The additional money that was pulled out of the transactions was created due to over inflated appraisals.

The first transaction was for a condo unit located at 914 Main Street, Unit 2002, Houston, TX 77002. This property was purchased by a straw borrower. The straw borrower for this transaction was recruited by Lawrence. Lawrence was also the loan officer on this transaction. Numerous items on the loan

application were false, to include the borrower's income and that the borrower was renting an address that was owned by his spouse. In support of these statements, a fraudulent verification of rent and a CPA letter that contained fraudulent information were provided to the lender in support of the amounts contained on the loan application. The fraudulent verification of rent appeared to be signed by Maldonado, as the manager of the property. Based on the information provided in the loan application, a decision was made by the lender to fund the loan. The lender sent a wire transfer of \$575,158.46 across state lines from Texas through the Federal Reserve Bank of New York FEDWIRE system in New Jersey to the title company's bank in Houston, Texas.

The second transaction was for another condo unit located at 914 Main Street, Unit 905, Houston, TX 77002. This property was purchased by a straw borrower. Maldonado was involved in recruiting the straw borrower and in orchestrating this transaction. Numerous items on the loan application were fraudulent, to include the borrower's income, rental status of their home and amounts on deposit with a financial institution. To support the fraudulent rental status, a fictitious rental agreement was provided to the lender and to support the amounts on deposit at a financial institution, a verification of deposit was completed with fictitious information. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent a wire transfer of \$364,684.83 across state lines from California through the CHIPS system in New Jersey to the title company's bank in Houston, Texas. Ross handled the closing for this transaction.

The third transaction was for a residence located at 2204 Oxford, Houston, TX. A straw borrower purchased this property. Numerous items on the loan application were fraudulent, to include, the borrower's income was overstated, the borrower's residence was listed as rental property, and the borrower was listed as residing in another property involved in the scheme instead of their actual home. Lawrence was the loan processor for this transaction and caused a loan application containing fraudulent information to be sent via facsimile. In support of the fraudulent information on the loan application, a fraudulent verification of rent was obtained which appeared to be signed by Maldonado. The name on the verification of rent or mortgage was Tony Mandola, who was listed as the account manager; however, the address and telephone number for Mandola was the same

that was previously used by Maldonado. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent two interstate wire transfers which cleared through the Federal Reserve Bank of New York FEDWIRE system to Vision Title's Bank of America bank account. Ross handled the closing for this transaction.

The fourth transaction was a condo unit located at 505 Bastrop, Unit 506, Houston, TX 77003. A straw borrower purchased this property. Maldonado was involved in recruiting the straw borrower and in orchestrating this transaction. Numerous items on the loan application were fraudulent, to include, the borrower's income was overstated, the borrower's actual personal residence was listed as a rental property and the borrower was listed as having a bank account with a large balance a bank that they did not have an account with. In support of the fraudulent information contained in the loan application, members of the scheme created a fraudulent residential lease agreement to show the true personal residence as rented and obtained a verification of deposit that was completed with fictitious information. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent a wire transfer of \$403,157.18 across state lines from New York through the Federal Reserve Bank of New York FEDWIRE system in New Jersey to the title company's bank in Houston, Texas. Ross handled the closing for this transaction.

The fifth transaction was for a single family residence located at 1811 Indiana, Houston, TX 77019. A straw borrower purchased the property. The loan application that was submitted to the lender contained numerous misstatements and falsehoods; the borrower's income was overstated, the rental payment information was overstated as was the rental manager's identity, and a bank account was listed that the borrower did not have. The loan application was processed by Lawrence. In support of the fraudulent information on the loan application, members of the scheme provided a fictitious verification of rent and a verification of deposit that was fraudulently completed. What appears to be Maldonado's signature is on the fraudulent verification of rent or mortgage, where he is listed as the account manager. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the

lender made the decision to fund the loan. The lender sent a wire transfer of \$447,729.25 across state lines from California to the title company's account in Houston, Texas.

The final property listed in the overt acts for the conspiracy was located at 2101 Park Street, Houston, TX. A straw borrower purchased the property. The loan application that was submitted to the lender contained numerous misstatements and falsehoods; the borrower's income was overstated as was the rental manager's identity, the rental payment information was overstated, and a bank account was listed that the borrower did not have. The loan application was processed by Lawrence. In support of the fraudulent information on the loan application, a fictitious verification of rent and a fictitious verification of deposit were fraudulently completed. What appears to be Maldonado's signature is on the fraudulent verification of rent or mortgage, where he is listed as the account manager of the property. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan.

#### **Breach of Plea Agreement**

17. If the defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and the defendant's plea and sentence will stand. The defendant agrees that he/she breaches the plea agreement if he/she knowingly withholds evidence, or if he/she is not completely truthful with the United States. In that event, the United States may move the Court to set aside the guilty plea and reinstate prosecution. Furthermore, any and all information and documents that have been disclosed by the defendant, whether prior to or

subsequent to this plea agreement, and all leads derived therefrom, will be used against the defendant in any prosecution.

18. Whether the defendant has breached any provision of this plea agreement shall be determined solely by the United States through the United States Attorney's Office, whose judgment in that regard is final.

### **Restitution, Forfeiture and Fines**

19. This plea agreement is being entered into by the United States on the basis of the defendant's express representation that he/she will make a full and complete disclosure of all assets over which he/she exercises direct or indirect control, or in which he/she has any financial interest. The defendant agrees not to dispose of assets or take any action that would effect a transfer of property in which he/she has an interest, unless the defendant obtains the prior written permission of the United States.

20. Defendant agrees to make complete financial disclosure to the United States by truthfully executing a sworn financial statement (USAO-SDTX Financial Statement, Form OBD-500 or similar form) by the deadline set by the United States, or if no deadline is set, by no later than sentencing. Defendant agrees to authorize the release of all financial information requested by the United States, including but not limited to executing authorization forms for the United States to

obtain tax information, bank account records, credit history, and social security information. Defendant agrees to discuss and answer any questions by the United States relating to Defendant's complete financial disclosure.

21. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines, including but not limited to surrendering title, executing a warranty deed, signing a consent decree, stipulating to facts regarding the transfer of title and the basis for the forfeiture, and signing any other documents necessary to effectuate such transfer. Defendant also agrees to direct any banks which have custody of Defendant's assets to deliver all funds and records of such assets to the United States.

22. Defendant understands that forfeiture, restitution and fines are separate aspects of sentencing and are separate obligations.

### **Restitution**

23. Defendant agrees to pay full restitution to the victim(s) regardless of the count(s) of conviction. Defendant stipulates and agrees that as a result of his/her criminal conduct, the victim(s) incurred a monetary loss of at least \$\_\_\_\_\_. Defendant understands and agrees that the Court will determine the amount of restitution to fully compensate the victim(s). Defendant agrees that

restitution imposed by the Court will be due and payable immediately and that Defendant will not attempt to avoid or delay payment. Defendant waives the right to challenge the restitution order imposed by the Court in any manner, including by direct appeal or in a collateral proceeding.

#### **Fines**

24. Defendant understands that under the Sentencing Guidelines, the Court may order Defendant to pay a fine. Defendant agrees that any fine imposed by the Court will be due and payable immediately, and Defendant will not attempt to avoid or delay payment. Defendant waives the right to challenge the fine in any manner, including by direct appeal or in a collateral proceeding.

#### **Complete Agreement**

25. This written plea agreement, consisting of 19 pages, including the attached addendum of Defendant and his/her attorney, constitutes the complete plea agreement between the United States, Defendant and his/her counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. Defendant acknowledges that no threats have been made against him/her and that he/she is pleading guilty freely and voluntarily because he/she is guilty.



26. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at \_\_\_\_\_, Texas, on \_\_\_\_\_, 2012.

\_\_\_\_\_  
Defendant

Subscribed and sworn to before me on \_\_\_\_\_, 2013.

UNITED STATES DISTRICT CLERK  
DAVID J. BRADLEY

By: \_\_\_\_\_  
Deputy United States District Clerk

APPROVED:

KENNETH MAGIDSON  
United States Attorney

By: \_\_\_\_\_  
John R. Lewis  
Assistant United States Attorney

\_\_\_\_\_  
Neal Davis, Esq.  
Attorney for Defendant



I have consulted with my attorney and fully understand all my rights with respect to the Indictment pending against me. My attorney has fully explained and I understand all my rights with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement and I voluntarily agree to its terms.

\_\_\_\_\_  
**TONY DAVID MALDONADO**  
Defendant

\_\_\_\_\_  
Date