



U.S. Department of Justice

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November 3, 2014

Wayne Francis, Esq.
P.O. Box 4572
Hartford, CT 06147

**Re: *United States v. Carmelinda Marotta, a.k.a. Linda Marotta*
Criminal No. 3:13CR159 (AWT)**

Dear Attorney Francis:

This letter confirms the plea agreement between your client, Carmelinda Marotta, a.k.a. Linda Marotta (the “defendant”), and the United States Attorney’s Office for the District of Connecticut (the “Government” or “this Office”) concerning the referenced criminal matter.

THE PLEA AND OFFENSE

The defendant agrees to plead guilty to Count Five of the Indictment charging her with bank fraud, in violation of 18 U.S.C. § 1344. The defendant understands that, to be guilty of this offense, the following essential elements of the offense must be satisfied:

1. That on or about the dates charged in Count Five of the Indictment, the defendant engaged in a scheme to defraud a financial institution or made materially false statements or misrepresentations to obtain moneys, funds, or other property owned by, or under the custody or control of, a financial institution;
2. The financial institution was federally insured or was a federal reserve bank or a member of the federal reserve system; and
3. The defendant acted knowingly.

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THE PENALTIES

This offense carries a maximum penalty of 30 years imprisonment and a \$1,000,000 fine. In addition, under 18 U.S.C. § 3583, the Court may impose a term of supervised release of not more than 5 years to begin at the expiration of any term of imprisonment. The defendant understands that, should she violate any condition of the supervised release, she may be required to serve a further term of imprisonment of up to 3 years per violation with no credit for time already spent on supervised release.

The defendant also is subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense; (3) \$250,000; or (4) the amount specified in the section defining the offense, which is \$1,000,000.

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$100 on each count of conviction. The defendant agrees to pay the special assessment to the Clerk of the Court on the day the guilty plea is accepted.

The defendant is also subject to restitution, as discussed below. Unless otherwise ordered, should the Court impose a fine or restitution of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of the fine or restitution not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine or restitution pursuant to 18 U.S.C. § 3572 (h), (i), and § 3612(g).

Restitution

In addition to the other penalties provided by law, the Court must also order that the defendant make restitution under 18 U.S.C. § 3663A, and the Government reserves its right to seek restitution on behalf of victims consistent with the provisions of § 3663A. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable immediately unless otherwise ordered by the Court.

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to make restitution in the amount of \$196,287.00. The defendant agrees to make such restitution as ordered by the Court.

The defendant understands and agrees that by virtue of her plea of guilty she waives any rights or cause of action to claim that she is a “substantially prevailing

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party” for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

COLLECTION OF FINANCIAL OBLIGATIONS

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees fully to disclose all assets in which she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party, including but not limited to:

1. The defendant will promptly submit a completed financial statement to the U.S. Attorney’s Office, in a form it provides and as it directs. The defendant understands and agrees that her financial statement and disclosures will be complete, accurate, and truthful.

2. The defendant expressly authorizes the U.S. Attorney’s Office to obtain a credit report on her in order to evaluate the defendant’s ability to satisfy any financial obligation imposed by the Court.

THE SENTENCING GUIDELINES

1. Applicability

The defendant understands that the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case and is not bound by this plea agreement. The defendant agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States Probation Office. The defendant further understands that she has no right to withdraw her guilty plea if her sentence or the Guideline application is other than she anticipated, including if the sentence is outside any of the ranges set forth in this agreement.

2. Acceptance of Responsibility

At this time, the Government agrees to recommend that the Court reduce by two levels the defendant’s adjusted offense level under § 3E1.1(a) of the Sentencing Guidelines, based on the defendant’s prompt recognition and affirmative acceptance of personal responsibility for the offense. The defendant expressly understands that the Court is not obligated to accept the Government’s recommendation on the reduction.

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In addition, should the defendant qualify for a decrease under § 3E1.1(a) and her offense level determined prior to the operation of subsection (a) is level 16 or greater, the Government will *not* file a motion with the Court pursuant to § 3E1.1(b), which recommends that the Court reduce the defendant's Adjusted Offense Level by one additional level, because the defendant has not assisted authorities in the investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the court to allocate their resources efficiently.

The recommendation for a reduction under § 3E1.1(a) is conditioned upon the defendant's affirmative demonstration of acceptance of responsibility, by (1) truthfully admitting the conduct comprising the offense(s) of conviction and truthfully admitting or not falsely denying any additional relevant conduct for which the defendant is accountable under Sentencing Guideline § 1B1.3, and (2) truthfully disclosing to the Probation Office personal information requested, including the submission of a complete and truthful financial statement detailing the defendant's financial condition.

In addition, the Government expressly reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant engages in any acts, unknown to the Government at the time of the signing of this agreement, which (1) indicate that the defendant has not terminated or withdrawn from criminal conduct or associations (Sentencing Guideline § 3E1.1); (2) could provide a basis for an adjustment for obstructing or impeding the administration of justice (Sentencing Guideline § 3C1.1); or (3) constitute a violation of any condition of release. Moreover, the Government reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant seeks to withdraw her plea of guilty or takes a position at sentencing, or otherwise, which, in the Government's assessment, is inconsistent with affirmative acceptance of personal responsibility. The defendant understands that she may not withdraw her plea of guilty if, for the reasons explained above, the Government does not make one or both of the recommendations or seeks denial of the adjustment for acceptance of responsibility.

3. Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into a stipulation, which is attached to and made a part of this plea agreement. The defendant understands that this stipulation does not set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant understands that this stipulation is not binding on the Court. The defendant also understands that the

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Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

4. Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable Guidelines range.

The defendant's base offense level under U.S.S.G. § 2B1.1(a)(1) is 7 .

The parties disagree about the loss that should be applied under U.S.S.G. § 2B1.1(b)(1). The defendant agrees that the Guideline loss reasonably foreseeable to her as a result of the offense is no less than \$196,287.00, in which case 10 levels are added under U.S.S.G. § 2B1.1(b)(1)(F). The Government believes that the reasonably foreseeable loss attributable to the defendant from the offense and relevant conduct is greater than \$400,000, and if the Court finds that to be the case at sentencing, 14 levels are added under U.S.S.G. § 2B1.1(b)(1)(H). The parties agree, and the defendant will not dispute, that the defendant is involved in the real estate transactions listed in Exhibit A and does not challenge the accuracy of the information or figures contained therein. In other words, the defendant understands and agrees that, at sentencing, if the Court were to agree that the loss indicated on Exhibit A were reasonably foreseeable to the defendant, the loss would be greater than \$400,000.

The parties also disagree whether the defendant should receive a minor role adjustment under U.S.S.G. § 3B1.2(b). The defendant intends to argue at sentencing that she should receive a 2-level reduction because the defendant was a minor participant in criminal activity. The Government reserves its right to oppose the defendant's request for such a reduction.

Based on an initial assessment, the parties agree that the defendant falls within Criminal History Category I. The parties reserve the right to recalculate the defendant's Criminal History Category and corresponding sentencing ranges if this initial assessment proves inaccurate.

Thus, in the defendant's view, assuming a Criminal History Category I, the defendant has a total offense level 13, which would result in a range of 12 to 18 months of imprisonment (sentencing table) and a fine range of \$3,000 to twice the gross loss, U.S.S.G. § 5E1.2(c)(3). The defendant is also subject to a supervised release term of 2 years to 5 years. U.S.S.G. § 5D1.2.

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In the Government's view, assuming a Criminal History Category I, the defendant has a total offense level 19, which would result in a range of 30 to 37 months of imprisonment (sentencing table) and a fine range of \$6,000 to twice the gross loss, U.S.S.G. § 5E1.2(c)(3). The defendant is also subject to a supervised release term of 2 years to 5 years. U.S.S.G. § 5D1.2.

The Government and the defendant reserve their rights to seek an upward or downward departure or a non-Guidelines sentence above or below the Guidelines range, and both sides reserve their right to object to a request for a departure or a non-Guidelines sentence.

The defendant expressly understands that the Court is not bound by this agreement on the Guideline ranges specified above. The defendant further understands that she will not be permitted to withdraw the plea of guilty if the Court imposes a sentence outside any of the ranges set forth in this agreement.

In the event the Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate calculations. Moreover, the parties expressly reserve the right to defend any sentencing determination, even if it differs from that stipulated by the parties, in any post-sentencing proceeding.

5. Waiver of Right to Appeal or Collaterally Attack Conviction and Sentence

The defendant acknowledges that under certain circumstances she is entitled to challenge her conviction and sentence. The defendant agrees not to appeal or collaterally attack her conviction in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241. Nor will she pursue such an appeal or collateral attack to challenge the sentence imposed by the Court if that sentence does not exceed 33 months in prison, a 5-year term of supervised release, a \$100 special assessment, a \$60,000 fine, and \$600,000 in restitution, even if the Court imposes such a sentence based on an analysis different from that specified above. The Government and the defendant agree that this waiver applies regardless of whether the term of imprisonment is imposed to run consecutively to or concurrently with, in whole or in part, the undischarged portion of any other sentence that has been imposed on the defendant at the time of sentencing in this case. The defendant acknowledges that she is knowingly and intelligently waiving these rights. Furthermore, the parties agree that any challenge to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. Nothing in the foregoing waiver of appellate and collateral review rights shall

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preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

6. Information to the Court

The Government reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, the Government will discuss the facts of this case, including information regarding the defendant's background and character, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to material in its file, with the exception of grand jury material.

WAIVER OF RIGHTS

1. Waiver of Trial Rights and Consequences of Guilty Plea

The defendant understands that she has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent her.

The defendant understands that she has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against her, the right not to be compelled to incriminate herself, the right to testify and present evidence, and the right to compel the attendance of witnesses to testify in her defense. The defendant understands that by pleading guilty she waives and gives up those rights and that, if the plea of guilty is accepted by the Court, there will not be a further trial of any kind.

The defendant understands that, if she pleads guilty, the Court may ask her questions about the offense to which she pleads guilty, and if she answers those questions falsely under oath, on the record, and in the presence of counsel, her answers may later be used against her in a prosecution for perjury or making false statements.

2. Waiver of Statute of Limitations

The defendant agrees that, should the conviction following defendant's plea of guilty pursuant to this plea agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against defendant, notwithstanding the expiration

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of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

ACKNOWLEDGMENT OF GUILT AND VOLUNTARINESS OF PLEA

The defendant acknowledges that she is entering into this agreement and is pleading guilty freely and voluntarily because she is guilty. The defendant further acknowledges that she is entering into this agreement without reliance upon any discussions between the Government and her (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges her understanding of the nature of the offense to which she is pleading guilty, including the penalties provided by law. The defendant also acknowledges her complete satisfaction with the representation and advice received from her undersigned attorney. The defendant and her undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

The defendant acknowledges that she is not a "prevailing party" within the meaning of Public Law 105-119, section 617 ("the Hyde Amendment") with respect to the count of conviction or any other count or charge that may be dismissed pursuant to this agreement. The defendant voluntarily, knowingly, and intelligently waives any rights she may have to seek attorney's fees and other litigation expenses under the Hyde Amendment.

SCOPE OF THE AGREEMENT

The defendant acknowledges that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to her with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Finally, the defendant acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving her.

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COLLATERAL CONSEQUENCES

The defendant understands that she will be adjudicated guilty of each offense to which she has pleaded guilty and will be deprived of certain rights, such as the right to hold public office, to serve on a jury, to possess firearms, and in some states, the right to vote. Further, the defendant understands that if she is not a citizen of the United States, a plea of guilty may result in removal from the United States, denial of citizenship, and denial of admission to the United States in the future. The defendant understands that pursuant to section 203(b) of the Justice For All Act, the Bureau of Prisons or the Probation Office will collect a DNA sample from the defendant for analysis and indexing. Finally, the defendant understands that the Government reserves the right to notify any state or federal agency by which she is licensed, or with which she does business, as well as any current or future employer of the fact of her conviction.

SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH

The defendant's guilty plea, if accepted by the Court, will satisfy the federal criminal liability of the defendant in the District of Connecticut as a result of her participation in in a mortgage fraud conspiracy from June 2005 to at least November 2008 involving false down payments and HUD-1 forms, among other things, which forms the basis of the Indictment in this case. After sentencing, the Government will move to dismiss Count One of the Indictment because the conduct underlying the dismissed counts will have been taken into account in determining the appropriate sentence.

The defendant understands that if, before sentencing, she violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the agreement is voided in whole or in part, defendant will not be permitted to withdraw her plea of guilty.

NO OTHER PROMISES


The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

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This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

DEIRDRE M. DALY
UNITED STATES ATTORNEY



DAVID T. HUANG
WILLIAM J. NARDINI
ASSISTANT U.S. ATTORNEYS


The defendant certifies that she has read this plea agreement letter and its attachment(s) or has had it read or translated to her, that she has had ample time to discuss this agreement and its attachment(s) with counsel and that she fully understands and accepts its terms.



CARMELINDA MAROTTÁ
The Defendant

11-3-2014
Date

I have thoroughly read, reviewed and explained this plea agreement and its attachment(s) to my client who advises me that she understands and accepts its terms.



WAYNE FRANCIS, ESQ.
Attorney for the Defendant

11/03/14
Date

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STIPULATION OF OFFENSE CONDUCT

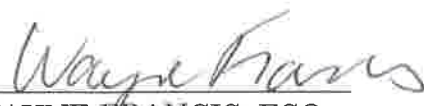
The defendant, Carmelinda Marotta, a.k.a. Linda Marotta, and the Government stipulate to the following offense conduct that gives rise to the defendant's agreement to plead guilty to Count Five of the Indictment:

1. In connection with N.M.'s purchase of 202 Laurel Street, Hartford, Marotta submitted, or caused to be submitted, a materially false HUD-1 to the lender, JP Morgan Chase Bank, N.A., a federally insured financial institution, in support of N.M.'s application to obtain FHA-insured mortgage proceeds. In connection with the closing on or about September 27, 2007, Marotta received payments from Filippos Milios (the seller of the property), the mortgage broker, and N.M. that were not disclosed to the lender.
2. The reasonably foreseeable loss attributable to Marotta from N.M.'s purchase of 202 Laurel Street is approximately \$196,287.00.
3. Marotta was involved in the real transactions listed in Exhibit A to this plea agreement and does not dispute the information contained in Exhibit A.

The written stipulation above is incorporated into the preceding plea agreement. The defendant and the Government reserve their right to present additional relevant offense conduct to the attention of the Court in connection with sentencing.


CARMELINDA MAROTTA
The Defendant


DAVID T. HUANG
WILLIAM J. NARDINI
ASSISTANT UNITED STATES ATTORNEYS


WAYNE FRANCIS, ESQ.
Attorney for the Defendant

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RIDER CONCERNING RESTITUTION

The Court shall order that the defendant make restitution under 18 U.S.C. § 3663A. The order of restitution may include:

1. If the offense resulted in damage to or loss or destruction of property of a victim of the offense, the order of restitution shall require the defendant to:
 - A. Return the property to the owner of the property or someone designated by the owner; or
 - B. If return of the property is impossible, impracticable, or inadequate, pay an amount equal to:

The greater of -

 - (I) the value of the property on the date of the damage, loss, or destruction; or
 - (II) the value of the property on the date of sentencing, less the value as of the date the property is returned.
2. In the case of an offense resulting in bodily injury to a victim –
 - A. Pay an amount equal to the costs of necessary medical and related professional services and devices related to physical, psychiatric, and psychological care; including non-medical care and treatment rendered in accordance with a method of healing recognized by the law of the place of treatment;
 - B. Pay an amount equal to the cost of necessary physical and occupational therapy and rehabilitation; and
 - C. Reimburse the victim for income lost by such victim as a result of such offense;
3. In the case of an offense resulting in bodily injury that results in the death of the victim, pay an amount equal to the cost of necessary funeral and related services; and
4. In any case, reimburse the victim for lost income and necessary child care, transportation, and other expenses incurred during participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

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The order of restitution has the effect of a civil judgment against the defendant. In addition to the court-ordered restitution, the court may order that the conditions of its order of restitution be made a condition of probation or supervised release. Failure to make restitution as ordered may result in a revocation of probation, or a modification of the conditions of supervised release, or in the defendant being held in contempt under 18 U.S.C. § 3583(e). Failure to pay restitution may also result in the defendant's re-sentencing to any sentence which might originally have been imposed by the Court. *See* 18 U.S.C. §§ 3614; 3613A. The Court may also order that the defendant give notice to any victim(s) of her offense under 18 U.S.C. § 3555.

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Ex. A to Plea Agreement**

Address	Seller	Buyer	Sale Date	Approx. Mortgage Amt.	Lender	Resold	Approx. Loss
17 Francis Avenue Newington	Filippos Miliotis	N.Q.	7/30/2007	\$242,250.00	Chase Bank USA, N.A.	\$155,000.00	\$87,250.00
7-9 Hazel Street Hartford	Filippos Miliotis	N.M.	9/19/2007	\$297,000.00	Bank of America, N.A.	\$60,000.00	\$237,000.00
202 Laurel Street Hartford	202 Laurel St LLC	N.M.	9/27/2007	\$272,832.00	JP Morgan Chase Bank, N.A.	\$76,545.00	\$196,287.00
				\$812,082.00			\$520,537.00