

1 DENIS J. McINERNEY
Chief, Fraud Section, Criminal Division
2 U.S. Department of Justice

3 CHARLES LA BELLA
Deputy Chief
4 NICOLE SPRINZEN
MARY ANN McCARTHY
5 Trial Attorneys
Fraud Section, Criminal Division
6 U.S. Department of Justice
1400 New York Avenue, NW
7 Washington, DC 20530
(202) 598-2240
8

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 -oOo-

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 MAHIN QUINTERO,

16 Defendant.
17

CASE NO. 2:12-cr-00031-GMN -PAL

PLEA MEMORANDUM

18 The United States of America, by and through Denis J. McInerney, Chief, U.S.
19 Department of Justice, Criminal Division, Fraud Section, and Charles La Bella, Deputy Chief, and
20 Nicole Sprinzen and Mary Ann McCarthy, Trial Attorneys, U.S. Department of Justice, Criminal
21 Division, Fraud Section, the defendant, MAHIN QUINTERO, and the defendant's attorney,
22 Terrence Jackson, submit this Plea Memorandum.

23 **I. PLEA AGREEMENT**

24 The United States and the defendant have reached the following plea agreement, which is
25 not binding on the court:
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1 **A. The Plea**

2 1. Defendant will plead guilty to Count One of the Information, charging Defendant
3 with producing a false authentication feature, in violation of Title 18, United States Code, Section
4 1028(a)(1). Defendant also agrees to any restitution and forfeiture of property, as ordered by the
5 Court.

6 **B. Additional Charges**

7 2. The U.S. Department of Justice, Criminal Division, Fraud Section agrees to bring
8 no additional criminal charges in the District of Nevada against the defendant relating to or arising
9 from the offenses charged in the Information, except for any crime of violence and any crime
10 unknown to the Fraud Section before the time the parties sign this Plea Memorandum.

11 **C. Sentencing Guidelines Calculations**

12 3. Defendant understands that the Court is required to consider United States
13 Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) among other factors in
14 determining the defendant’s sentence. Defendant understands that the Sentencing Guidelines are
15 advisory, and that after considering the Sentencing Guidelines, the Court may be free to exercise its
16 discretion to impose any reasonable sentence up to the maximum set by statute for the crime of
17 conviction.

18 4. The parties agree that the following calculations of the United States Sentencing
19 Guidelines (2010) apply:

20	Base Offense Level (U.S.S.G. §2B1.1(a)(2)):	6
21		
22	Loss Amount of \$0 (U.S.S.G. §2B1.1(b)(1)(A)):	0
23		
24	TOTAL	6

25 5. Pursuant to U.S.S.G. §3E1.1(a), the United States will recommend that the
26 defendant receive a two (2) level adjustment for acceptance of responsibility unless Defendant (a)

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1 fails to make a complete factual basis for the guilty plea at the time it is entered; (b) is untruthful
2 with the Court or probation officers in any respect, including without limitation, financial
3 information; (c) denies involvement in the offense or provides conflicting statements regarding
4 Defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal
5 conduct; (f) fails to appear in court; or (g) violates the conditions of Defendant's pretrial release
6 conditions.

7 6. Defendant's Criminal History Category will be determined by the court.

8 **D. Other Sentencing Matters**

9 7. The parties agree that the Sentencing Guidelines calculations are based on
10 information now known and could change upon investigation by the United States Probation
11 Office. It is possible that factors unknown or unforeseen by the parties to the Plea Memorandum
12 may be considered in determining the offense level, specific offense characteristics, and other
13 related factors. In that event, the defendant will not withdraw her plea of guilty. Both the
14 defendant and the United States are free to: (a) supplement the facts by supplying relevant
15 information to the United States Probation Office and the Court, and (b) correct any and all factual
16 inaccuracies relating to the calculation of the sentence.

17 8. The stipulations in this Plea Memorandum do not bind either the United States
18 Probation Office or the Court. Both Defendant and the United States are free to: (a) supplement
19 the facts by supplying relevant information to the United States Probation Office and the Court,
20 and (b) correct any and all factual inaccuracies relating to the calculation of the sentence.

21 **E. Fines and Special Assessment**

22 9. Defendant agrees that the Court may impose a fine due and payable immediately
23 upon sentencing.

24 10. Defendant will pay the special assessment of \$25 per count of conviction at the
25 time of sentencing.

1 **F. Restitution**

2 11. Defendant understands that the Court may be required to order restitution to any
3 victims of her crime to which she is pleading in Count 1 of the information. Defendant
4 understands that any restitution imposed by the Court may not be discharged in whole or in part in
5 any present or future bankruptcy proceeding.

6 **G. Forfeiture**

7 12. Defendant understands that any sentencing may include the abandonment, the
8 civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture money
9 judgment of any proceeds or property she obtained as a result of her criminal conduct related to
10 Count 1 of the information, in addition to any order of restitution even though the amount of
11 restitution may differ from the amount of forfeiture. At this point in time, the United States does
12 not believe there are proceeds or property to forfeit. However, if forfeiture is ordered by the Court,
13 the Defendant will not ask the Court to adjust the amount in any respect and will sign a consent
14 order of forfeiture to this effect. The Defendant also agrees to the following with respect to any
15 forfeiture ordered:

16 13. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property
17 to the United States.

18 14. Defendant knowingly and voluntarily agrees to relinquish all right, title, and
19 interest in the property.

20 15. Defendant knowingly and voluntarily agrees to waive her right to any
21 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial
22 forfeiture proceedings, or any criminal forfeiture proceedings ("proceedings") of the property.

23 16. Defendant knowingly and voluntarily agrees to waive service of process of any
24 and all documents filed in this action or any proceedings concerning the property arising from the
25 facts and circumstances of this case.

1 17. Defendant knowingly and voluntarily agrees to waive any further notice to the
2 Defendant, Defendant's agents, or Defendant's attorney regarding the abandonment or the
3 forfeiture and disposition of the property.

4 18. Defendant knowingly and voluntarily agrees not to file any claim, answer,
5 petition, or other documents in any proceedings concerning the property.

6 19. Defendant knowingly and voluntarily agrees to waive the statute of limitations,
7 the CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional
8 due process requirements of any abandonment proceeding or any forfeiture proceeding concerning
9 the property.

10 20. Defendant knowingly and voluntarily agrees to waive Defendant's right to a jury
11 trial on the forfeiture of the property.

12 21. Defendant knowingly and voluntarily agrees to waive (a) all constitutional, legal,
13 and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
14 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
15 Constitution, including, but not limited to, any claim or defense of excessive fine in any
16 proceedings concerning the property.

17 22. Defendant knowingly and voluntarily agrees to the entry of an Order of Forfeiture
18 of the property to the United States.

19 23. Defendant knowingly and voluntarily agrees and understands the abandonment,
20 the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the
21 property shall not be treated as satisfaction of any assessment, fine, restitution, cost of
22 imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the
23 abandonment or the forfeiture.

24 **H. Waiver of Appeal**

25 24. In exchange for the concessions made by the United States in this Plea
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1 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is
2 imposed within the applicable Sentencing Guidelines range as calculated by the Court, further
3 waives the right to appeal the manner in which that sentence was determined on the grounds set
4 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any other
5 aspect of the conviction or sentence, including any order of restitution and forfeiture. Defendant
6 reserves only the right to appeal any portion of the sentence that is an upward departure from the
7 applicable Sentencing Guidelines range calculated by the Court.

8 25. Defendant also waives all collateral challenges, including any claims under 28
9 U.S.C. § 2255, to the Defendant's conviction, sentence and the procedure by which the Court
10 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of
11 counsel.

12 **I. Additional Promises, Agreements, and Conditions**

13 26. In exchange for the United States entering into this Plea Memorandum, Defendant
14 agrees that (a) the facts set forth in Section IV of this Plea Memorandum shall be admissible
15 against the defendant under Fed. R. Evid. 801(d)(2)(A) in the following circumstances: (i) for any
16 purpose at sentencing; and (ii) in any subsequent proceeding, including a trial in the event the
17 defendant does not plead guilty or withdraws the defendant's guilty plea, to impeach or rebut any
18 evidence, argument or representation offered by or on the defendant's behalf; and (b) the defendant
19 expressly waives any and all rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid. 410 with
20 regard to the facts set forth in Section IV of the Plea Memorandum to the extent set forth above.

21 27. The parties agree that no promises, agreements, and conditions have been entered
22 into other than those set forth in this Plea Memorandum, and will not be entered into unless in
23 writing and signed by all parties.

24 **J. Limitations**

25 28. This Plea Memorandum is limited to the Criminal Division of the United States
26 Department of Justice and cannot bind any other federal, state or local prosecuting, administrative,
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1 or regulatory authority. But, this Plea Memorandum does not prohibit the United States through
2 any agency thereof, the Criminal Division of the United States Department of Justice, or any third
3 party from initiating or prosecuting any civil proceeding directly or indirectly involving the
4 defendant, including but not limited to, proceedings under the False Claims Act relating to
5 potential civil monetary liability or by the Internal Revenue Service relating to potential tax
6 liability.

7 **K. Cooperation**

8 29. Defendant agrees, if requested by the United States, to provide complete and
9 truthful information and testimony concerning Defendant's knowledge of all other persons who are
10 committing or have committed offenses against the United States or any state, and agrees to
11 cooperate fully with the United States in the investigation and prosecution of such persons.

12 30. In the event the government decides in its sole discretion that the assistance
13 provided by Defendant amounts to "substantial assistance" pursuant to U.S.S.G. § 5K1.1, the
14 United States will timely file a motion for downward departure from the applicable Sentencing
15 Guidelines calculation. The Court has the sole discretion to grant such a motion.

16 31. Defendant agrees that a motion for downward departure based on substantial
17 assistance shall not be made under any circumstances unless Defendant's cooperation is deemed to
18 be substantial assistance by the government. The United States has made no promise, implied or
19 otherwise, that Defendant will be granted a departure for substantial assistance. Further, no
20 promise has been made that such a motion will be made even if Defendant complies with the terms
21 of this Plea Memorandum in all respects but has been unable to provide substantial assistance as
22 determined in the sole discretion of the government.

23 32. The United States agrees to consider the totality of the circumstances, including
24 but not limited to, the following factors, in determining whether, in the sole discretion of the
25 government, Defendant has provided substantial assistance which would merit a motion by the
26 United States for a downward departure from the applicable Guidelines:

1 a. The United States' evaluation of the significance and usefulness of Defendant's
2 assistance;

3 b. The truthfulness, completeness, and reliability of any information or testimony
4 provided by Defendant;

5 c. The nature and extent of Defendant's assistance;

6 d. The truthfulness and completeness in disclosing and bringing to the attention of
7 the Government all crimes which Defendant has committed and all administrative, civil, or
8 criminal proceedings, investigations, and prosecutions in which he has been or is a subject, target,
9 party, or witness;

10 e. The truthfulness and completeness in disclosing and providing to the Government,
11 upon request, any document, record, or other evidence relating to matters about which the
12 Government or any designated law enforcement agency inquires, including but not limited to,
13 Defendant's personal finances;

14 f. Any injury suffered, or any danger or risk of injury to Defendant or Defendant's
15 family resulting from Defendant's assistance; and,

16 g. The timeliness of Defendant's assistance.

17 33. Defendant agrees that in the event the United States files a downward departure
18 motion based upon Defendant's substantial assistance, the United States reserves the right to make
19 a specific recommendation to the Court regarding the extent of such a departure. Defendant
20 understands and agrees that the final decision as to how much of a departure, if any, is warranted
21 rests solely with the Court.

22 **L. Breach**

23 34. Defendant agrees that if Defendant, at any time after the signature of this Plea
24 Memorandum and execution of all required certifications by Defendant, Defendant's counsel, and
25 counsel for the government, knowingly violates or fails to perform any of Defendant's obligations
26 under this Memorandum ("a breach"), the government may declare this Memorandum breached.
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1 All of Defendant's obligations are material, a single breach of this Plea Memorandum is sufficient
2 for the government to declare a breach, and Defendant shall not be deemed to have cured a breach
3 without the express agreement of the government in writing. If the government declares this
4 Memorandum breached, and the Court finds such a breach to have occurred, then: (a) if Defendant
5 has previously entered a guilty plea pursuant to this Memorandum, Defendant will not be able to
6 withdraw the guilty plea, and (b) the government will be relieved of all its obligations under this
7 Plea Memorandum.

8 II. PENALTY

9 35. The maximum penalty for a violation of Title 18, United States Code, Section
10 1028(a)(1), is imprisonment for not more than one (1) year, a fine of not more than \$100,000, or
11 both. Defendant is also subject to supervised release for a term of not greater than one (1) year.

12 36. Supervised release is a period of time following imprisonment during which
13 Defendant will be subject to various restrictions and requirements. Defendant understands that if
14 Defendant violates one or more of the conditions of any supervised release imposed, Defendant
15 may be returned to prison for all or part of the term of supervised release, which could result in
16 Defendant serving a total term of imprisonment greater than the statutory maximum stated above.

17 37. Defendant is required to pay for the costs of imprisonment, probation, and
18 supervised release, unless the Defendant establishes that Defendant does not have the ability to pay
19 such costs, in which case the court may impose an alternative sanction such as community service.

20 III. ELEMENTS

21 38. The essential elements of the offense of obstruction of justice, in violation of 18
22 U.S.C. § 1028(a)(1), are as follows:

23 a. First, between approximately October 2005 through approximately February
24 2006, Defendant knowingly and willfully produced an authentication feature, to wit: a notarization;

25 b. Second, the defendant produced the authentication feature without lawful
26 authority; and,

27 c. Third, the authentication feature was or appeared to be issued by or under

1 the authority of the United States.

2 **IV. FACTS**

3 39. Defendant is pleading guilty because Defendant is guilty of the charged offense.

4 40. Defendant specifically admits and declares under penalty of perjury that all of the
5 facts set forth below are true and correct:

6 41. Defendant QUINTERO was a licensed notary public in the State of Nevada, Clark
7 County from in or around April 2005 through at least in or around December 2006.

8 42. A notary public is a licensed individual with authorization by the State of Nevada
9 to perform notarial acts, to include, among other things, witnessing or attesting to a signature and
10 administering an oath or affirmation. In order to have the authority to execute a notarization, the
11 signatory or affiant must physically appear before the notary public. A notary seal is a mark that
12 authenticates that the document was signed by the purported signatory that appeared before the
13 notary public.

14 43. In approximately October 2005 through approximately February 2006, Defendant
15 was employed as a loan processor and notary for a business located in Henderson, Nevada. The
16 business was operated and controlled by the owner of a construction company and others for the
17 purpose of furthering a criminal fraud scheme to control Homeowners Associations' boards of
18 directors in order to obtain construction defect litigation and construction repair contracts.

19 44. As a part of her employment, Defendant was asked to notarize loan documents for
20 residential mortgage loans for individuals who were acting as straw purchasers at Vistana, Chateau
21 Nouveau, Chateau Versailles, Pebble Creek, and other common interest communities. Once these
22 straw purchasers appeared to be bonafide homeowners in the communities, they ran for election to
23 the HOA boards and were paid to use their position on the board to vote at the direction of the
24 construction company owner and others.

25 45. These loan documents were provided to the defendant by a licensed realtor in the
26 State of Nevada, and others, acting on behalf of the construction company owner.

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1 46. On several occasions, Defendant produced the notarization without the signatory
2 on the document physically appearing before her, as required by her State of Nevada notary license.
3 She knew that she did not have authority to produce a notarization without the signatory appearing
4 before her and that by doing so she falsely authenticated the signature.

5 47. Defendant's notary seal specifically represented that she was a notary public in the
6 State of Nevada, which by definition is issued by or under the authority of the United States.

7 48. Defendant's notary book either did not account for these notarizations or did not
8 include the signature of the individual for whom the notarization was executed.

9 49. Straw purchasers went on to seek election to the HOA boards by using the loan
10 documents that were falsely authenticated by the Defendant and which falsely represented that they
11 owned and lived in the HOA communities.

12 V. ACKNOWLEDGMENT

13 50. Defendant acknowledges by Defendant's signature below that Defendant has read
14 this Plea Memorandum, that Defendant understands the terms and conditions, and the factual basis
15 set forth herein, that Defendant has discussed these matters with Defendant's attorney, and that the
16 matters set forth in this memorandum, including the facts set forth in Part IV above, are true and
17 correct.

18 51. Defendant acknowledges that Defendant has been advised, and understands, that
19 by entering a plea of guilty Defendant is waiving, that is, giving up, certain rights guaranteed to the
20 defendant by law and by the Constitution of the United States. Specifically, Defendant is giving up:

21 a. The right to proceed to trial by jury on the original charges, or to a trial by a judge
22 if Defendant and the United States both agree;

23 b. The right to confront the witnesses against the Defendant at such a trial, and to
24 cross-examine them;

25 c. The right to remain silent at such trial, with such silence not to be used against
26 Defendant in any way;

27 d. The right, should Defendant so choose, to testify in Defendant's own behalf at

1 such a trial;

2 e. The right to compel witnesses to appear at such a trial, and to testify in
3 Defendant's behalf; and,

4 f. The right to have the assistance of an attorney at all stages of such proceedings.

5 52. Defendant acknowledges that Defendant is, in all respects, satisfied by the
6 representation provided by Defendant's attorney and that Defendant's attorney has discussed with
7 Defendant the burdens and benefits of this agreement and the rights that Defendant has waived
8 herein.

9 53. Defendant, Defendant's attorney, and the attorney for the United States
10 acknowledge that this Plea Memorandum contains the entire negotiated and agreed to by and
11 between the parties, and that no other promise has been made or implied by either the Defendant,
12 Defendant's attorney, or the attorney for the United States.

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DENIS J. McINERNEY
Chief
United States Department of Justice,
Criminal Division, Fraud Section


CHARLES LA BELLA

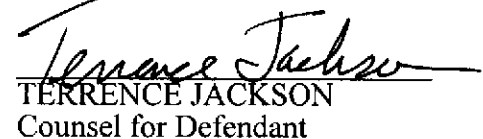
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1/12/12
DATED

1/16/12
DATED

1/13/12
DATED


MAHIN QUINTERO
Defendant


TERRENCE JACKSON
Counsel for Defendant