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2012 MAY 31 P 211

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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

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11 UNITED STATES OF AMERICA,)
12 Plaintiff,) CASE NO. 2:12-CR-113-JCM
13 v.)
14 GLENN BROWN,)
15 Defendant.)

16 The United States of America, by and through Charles G. La Bella, Deputy Chief, and
17 Mary Ann McCarthy, Trial Attorney, U.S. Department of Justice, Criminal Division, Fraud
18 Section, the defendant, GLENN BROWN, and the defendant's attorney, Raymund Capelovitch,
19 submit this plea memorandum. The United States and the defendant have reached the following
20 plea agreement, which is not binding on the court:

21 **I. GROUP PLEA/PACKAGE PLEA AGREEMENT**

22 This agreement is contingent on at least five (5) of the thirteen (13) co-defendants,
23 **ROSALIO ALCANTAR, PATRICK BERGSRUD, ROBERT BOLTON, PAUL CITELLI,**
24 **MICHELLE DELUCA, CHARLES HAWKINS, SAMI ROBERT HINDIYEH, BRIAN**
25 **JONES, LISA KIM, MORRIS MATTINGLY, ARNOLD MYERS, ANTHONY ROY**
26 **WILSON, and JEANNE WINKLER** successfully entering their guilty pleas together with
27 Defendant **GLENN BROWN**, and that all pleas are accepted by the Court.

1 **A. The Plea**

2 1. Defendant will plead guilty to Count One of the information, charging Defendant
3 with conspiracy to commit wire and mail fraud, in violation of Title 18, United States Code,
4 Section 1349. Defendant also agrees to pay restitution and to the forfeiture of the property set forth
5 in this Plea Memorandum.

6 **B. Additional Charges**

7 2. The United States Department of Justice, Criminal Division, Fraud Section agrees
8 to bring no additional criminal charges in the District of Nevada against the defendant relating to or
9 arising from the offense 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 Guideline Calculations**

12 3. Defendant understands that the Court is required to consider the 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 for the group:

20 Base Offense Level
21 (U.S.S.G. §2B1.1(a)):

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22 Sophisticated Means
23 (U.S.S.G. §2B1.1(b)(9)(c)):

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1 The parties agree that the loss calculation will be calculated on an individual basis, with
 2 Defendant BROWN's loss calculated as follows:

| | |
|---|----|
| 3 Loss Amount of \$5,000 to \$10,000 (U.S.S.G. §2B1.1(b)(1)(B)): | 2 |
| 4 TOTAL | 11 |

5. Acceptance of Responsibility: Pursuant to U.S.S.G. §3E1.1(a), the United States
 6 will recommend that the defendant receive a 2-level adjustment for acceptance of responsibility
 7 unless defendant (a) fails to make a complete factual basis for the guilty plea at the time it is
 8 entered; (b) is untruthful with the Court or probation officers in any respect, including without
 9 limitation, financial information; (c) denies involvement in the offense or provides conflicting
 10 statements regarding defendant's involvement; (d) attempts to withdraw the guilty plea; (e)
 11 engages in criminal conduct; (f) fails to appear in court; or (g) violates the conditions of
 12 defendant's pretrial release conditions.

6. The United States will make a recommendation that the defendant receive a 1-
 7 level downward adjustment from the defendant's base offense level for Defendant BROWN and at
 8 least four (4) other co-defendants' group plea pursuant to Title 18, United States Code, Section
 9 3553(b), on the condition that the co-defendants' change of pleas are entered and conditionally
 10 accepted by the Court on or before the defendant's sentencing hearing. If less than five (5)
 11 defendants enter guilty pleas, the Government will not make any motion for a group plea
 12 downward departure.

7. The United States will make a recommendation that the defendant receive a 2-
 8 level downward adjustment from the defendant's base offense level for Defendant BROWN and at
 9 least eleven (11) other co-defendants' group plea pursuant to Title 18, United States Code, Section
 10 3553(b), on the condition that the co-defendants' change of pleas are entered and conditionally
 11 accepted by the Court on or before the defendant's sentencing hearing.

8. The United States will make a recommendation that the defendant receive a 3-

1 level downward adjustment from the defendant's base offense level for Defendant BROWN and at
2 least seventeen (17) other co-defendants' group plea pursuant to Title 18, United States Code,
3 Section 3553(b), on the condition that the co-defendants' change of pleas are entered and
4 conditionally accepted by the Court on or before the defendant's sentencing hearing. The
5 defendant acknowledges that no more than a total of 3-levels will be recommended for a group
6 plea reduction.

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

8 **D. Other Sentencing Matters**

9 10. The parties agree that the Sentencing Guideline 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 his 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 11. 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 the
19 facts by supplying relevant information to the United States Probation Office and the Court, and
20 (b) correct any and all factual inaccuracies relating to the calculation of the sentence.

21 **E. Fines and Special Assessment**

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

24 13. Defendant will pay the special assessment of \$100 per count of conviction at the
25 time of sentencing.

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F. Restitution

14. Defendant agrees to make restitution to the homeowners' associations with respect to which he was involved in election fraud, described below in Section IV. Defendant understands and agrees that this amount is \$5,295. Defendant understands that any restitution imposed by the Court may not be discharged in whole or in part in any present or future bankruptcy proceeding.

G. Forfeiture

8 15. The parties agree that the government will not request that the Court require
9 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless
10 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the
11 amount received by Defendant in connection with the offense, which is \$5,295. In the event of any
12 order by the Court that Defendant shall pay forfeiture, the Defendant knowingly and voluntarily
13 agrees to the following:

14 a. to abandon or to forfeit the property to the United States;
15 b. to relinquish all right, title, and interest in the property;
16 c. to waive his right to any abandonment proceedings, any civil administrative
17 forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture
18 proceedings (“proceedings”) of the property;
19 d. to waive service of process of any and all documents filed in this action or any
20 proceedings concerning the property arising from the facts and circumstances of this case;
21 e. to waive any further notice to the defendant, the defendant’s agents, or the
22 defendant’s attorney regarding the abandonment or the forfeiture and disposition of the property;
23 f. not to file any claim, answer, petition, or other documents in any proceedings
24 concerning the property;
25 g. to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P.

1 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any
2 abandonment proceeding or any forfeiture proceeding concerning the property;
3 h. to waive the defendant's right to a jury trial on the forfeiture of the property;
4 i. to waive (a) all constitutional, legal, and equitable defenses to, (b) any
5 constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or
6 defense under the Eighth Amendment to the United States Constitution, including, but not limited
7 to, any claim or defense of excessive fine in any proceedings concerning the property; and
8 j. to the entry of an Order of Forfeiture of the property to the United States.

9 16. Defendant knowingly and voluntarily agrees and understands the abandonment,
10 the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the
11 property shall not be treated as satisfaction of any assessment, fine, restitution, cost of
12 imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the
13 abandonment or the forfeiture.

14 **H. Waiver of Appeal**

15 17. In exchange for the concessions made by the United States in this Plea
16 Memorandum, Defendant knowingly and expressly waives the right to appeal any sentence that is
17 imposed within the applicable Sentencing Guideline range as calculated by the Court, further
18 waives the right to appeal the manner in which that sentence was determined on the grounds set
19 forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any other
20 aspect of the conviction or sentence, including any order of restitution and forfeiture. Defendant
21 reserves only the right to appeal any portion of the sentence that is an upward departure from the
22 applicable Sentencing Guideline range calculated by the Court.

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

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

2 19. In exchange for the United States entering into this Plea Memorandum, Defendant
3 agrees that (a) the facts set forth in Section IV of this Plea Memorandum shall be admissible
4 against the Defendant under Fed. R. Evid. 801(d)(2)(A) in the following circumstances: (i) for any
5 purpose at sentencing; and (ii) in any subsequent proceeding, including a trial in the event the
6 Defendant does not plead guilty or withdraws the Defendant's guilty plea, to impeach or rebut any
7 evidence, argument or representation offered by or on the Defendant's behalf; and (b) the
8 Defendant expressly waives any and all rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid.
9 410 with regard to the facts set forth in Section IV of the Plea Memorandum to the extent set forth
10 above.

11 20. The parties agree that no promises, agreements, and conditions have been entered
12 into other than those set forth in this plea memorandum, and will not be entered into unless in
13 writing and signed by all parties.

14 **J. Limitations**

15 21. This Plea Memorandum is limited to the Criminal Division of the United States
16 Department of Justice and cannot bind any other federal, state or local prosecuting, administrative,
17 or regulatory authority. But, this Plea Memorandum does not prohibit the United States through
18 any agency thereof, the Criminal Division of the United States Department of Justice, or any third
19 party from initiating or prosecuting any civil proceeding directly or indirectly involving the
20 Defendant, including but not limited to, proceedings under the False Claims Act relating to
21 potential civil monetary liability or by the Internal Revenue Service relating to potential tax
22 liability.

23 **K. Cooperation**

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

3 23. In the event the government decides in its sole discretion that the assistance
4 provided by Defendant amounts to “substantial assistance” pursuant to U.S.S.G. § 5K1.1, the
5 United States will timely file a motion for downward departure from the applicable Sentencing
6 Guideline calculation. The Court has the sole discretion to grant such a motion.

7 24. Defendant agrees that a motion for downward departure based on substantial
8 assistance shall not be made under any circumstances unless Defendant’s cooperation is deemed to
9 be substantial assistance by the government. The United States has made no promise, implied or
10 otherwise, that Defendant will be granted a departure for substantial assistance. Further, no
11 promise has been made that such a motion will be made even if Defendant complies with the terms
12 of this Plea Memorandum in all respects but has been unable to provide substantial assistance as
13 determined in the sole discretion of the government.

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

18 a. The United States’ evaluation of the significance and usefulness of Defendant’s
19 assistance;

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

22 c. The nature and extent of Defendant’s assistance;

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

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

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

7 g. The timeliness of Defendant's assistance.

8 26. Defendant agrees that in the event the United States files a downward departure
9 motion based upon Defendant's substantial assistance, the United States reserves the right to make
10 a specific recommendation to the Court regarding the extent of such a departure. Defendant
11 understands and agrees that the final decision as to how much of a departure, if any, is warranted
12 rests solely with the Court.

13 **L. Breach**

14 27. Defendant agrees that if Defendant, at any time after the signature of this Plea
15 Memorandum and execution of all required certifications by Defendant, Defendant's counsel, and
16 for the government, knowingly violates or fails to perform any of Defendant's obligations under
17 this Memorandum ("a breach"), the government may declare this Memorandum breached. All of
18 Defendant's obligations are material, a single breach of this Plea Memorandum is sufficient for the
19 government to declare a breach, and Defendant shall not be deemed to have cured a breach without
20 the express agreement of the government in writing. If the government declares this Memorandum
21 breached, and the Court finds such a breach to have occurred, then: (a) if Defendant has previously
22 entered a guilty plea pursuant to this Memorandum, Defendant will not be able to withdraw the
23 guilty plea, and (b) the government will be relieved of all its obligations under this agreement.

24 **II. PENALTY**

25 28. The maximum penalty for a violation of Title 18, United States Code, Section
26 1349, is imprisonment for not more than thirty (30) years, a \$1,000,000 fine, or both. Defendant is
27 also subject to supervised release for a term of not greater than five (5) years.

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

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

III. ELEMENTS

31. The essential elements for the offense of conspiracy to commit wire and mail
fraud, in violation of 18 U.S.C. § 1349, are as follows:

13 a. First, from as early as in or about August 2003 through at least in or about
14 February 2009, there was an agreement between two or more persons to commit mail fraud and
15 wire fraud;

16 b. Second, the defendant was a party to or a member of that agreement; and,
17 c. Third, the defendant became a member of the conspiracy knowing of at least one
18 of its objects and intending to help accomplish it.

IV. FACTS

20 32. Defendant is pleading guilty because Defendant is guilty of the charged offense.

21 33. Defendant specifically admits and declares under penalty of perjury that all of the
22 facts set forth below of which the Defendant has knowledge of as a member of the conspiracy are
23 true and correct. The parties agree that some of the facts outlined below were actions taken by
24 Defendant's co-conspirators and without the knowledge or involvement of the Defendant at the
25 time; however, Defendant acknowledges that he knew of the unlawful purpose of the conspiracy
26 and willfully joined it and that he is, therefore, responsible as a member of the conspiracy for those

1 actions that were taken by his co-conspirators in furtherance of the conspiracy. Defendant's
2 actions in furtherance of the conspiracy are specifically indicated.

3 34. From as early as in or around October 2006 through at least in or around February
4 2009, Defendant knowingly participated in a scheme to control various Homeowners' Association
5 (HOA) Boards of Directors so that the HOA boards would award the handling of construction
6 defect lawsuits and remedial construction contracts to a law firm and construction company
7 designated by Defendant's co-conspirators.

8 35. In order to accomplish this scheme, co-conspirators would identify HOA's which
9 potentially could bring construction defect cases, and once identified would enlist real estate
10 brokers to identify condominium units within those HOA communities for purchase.

11 36. Co-conspirators would then enlist individuals as straw purchasers to apply for
12 and complete mortgage loans using their own name and credit for the purchase of properties within
13 the HOA communities on behalf of the beneficial owners. The co-conspirators arranged for the
14 straw purchasers to get the necessary funding for the mortgages by assisting them with the loan
15 applications and closing documents, which included false and fraudulent statements that involved
16 concealing the identity and financial interest of the true beneficial owners of the properties from
17 banks, mortgage companies, HOAs, and bona fide homeowners. The co-conspirator real estate
18 broker arranged for the down payments to be funded by a co-conspirator and arranged for the
19 money to be transferred to the escrow accounts.

20 37. Once the straw purchases were complete, the beneficial owners and co-
21 conspirators often found tenants to rent the units. The beneficial owners received the rental
22 payments and continued to pay the mortgages and various expenses associated with the straw
23 purchase.

24 38. Co-conspirators were hired to manage and operate the payments associated with
25 maintaining these straw properties. The co-conspirators called this business of funding these
26 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program
27 maintained several limited liability companies, at the direction of the co-conspirator construction

1 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay
2 Program funds. Many of the payments on these properties were wired or caused to be wired from
3 California to Nevada.

4 39. On several occasions, instead of making a straw purchase, the co-conspirators
5 transferred a partial interest in a unit to another co-conspirator for the purpose of making it appear
6 as if the co-conspirator was a bona fide homeowner. The co-conspirator real estate broker would
7 assist with the paperwork involved in such transfers and arranged for the completion of the
8 paperwork.

9 40. Many of the straw purchasers and those who acquired a transferred interest in the
10 properties agreed with co-conspirators to run for election to the respective HOA Board of
11 Directors. These co-conspirators were paid or promised cash, checks, or things of value for their
12 participation, all of which resulted in a personal financial benefit to the co-conspirators.

13 41. To ensure the co-conspirators would win the elections, co-conspirators at times
14 employed deceitful tactics, such as creating false phone surveys to gather information about
15 homeowners' voting intentions, using mailing lists to vote on behalf of out-of-town homeowners
16 unlikely to participate in the elections, and submitting fake and forged ballots. Co-conspirators
17 also hired private investigators to uncover negative information on the bona fide candidates in
18 order to create smear campaigns.

19 42. At the direction of co-conspirators, Defendant BROWN participated in an effort to
20 canvass the homeowners within HOA communities, including Sunset Cliffs, by providing security
21 to other co-conspirators who went door-to-door to educate the homeowners about construction
22 defects. The purpose of these efforts was to motivate the homeowners to complain about
23 construction defects at Sunset Cliffs and vote the sitting bona fide board members off the board.
24 Open board positions would create vacancies for which co-conspirator board members could run
25 for election.

26 43. Another tactic the co-conspirators used to rig certain HOA board elections was
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1 to prepare forged ballots for out-of-town homeowners and either cause them to be transported or
2 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various
3 locations around California so as to make it appear that the ballots were completed and mailed by
4 bona fide homeowners residing outside Nevada. Defendant was aware that some election ballots,
5 specifically those for a Chateau Nouveau election, would be sent to California as part of the voting
6 process.

7 44. Defendant obtained watermarked paper for use by co-conspirators in generating
8 election ballots that they would send out to homeowners for voting in a November 2006 board of
9 directors election at the Vistana condominium complex.

10 45. On several occasions, co-conspirators attempted to create the appearance that
11 the elections were legitimate by hiring "independent" attorneys to run the HOA board elections.
12 These "special election masters" were to: (i) contact the bona fide homeowners to inform them of
13 the election; (ii) mail the bona fide homeowners election ballots and voting instructions; (iii)
14 collect and secure those election ballots returned by mail until the date of the election; and (iv)
15 preside over the HOA board election, including supervising the counting of ballots. However, in
16 truth and fact, the "special election masters" were selected by the co-conspirators and paid in cash,
17 check, or promised things of value, by or on behalf of the co-conspirator construction company, for
18 their assistance in rigging the elections. In particular, the "special election masters" allowed the
19 co-conspirators to access the ballots for the purpose of opening the ballots and pre-counting the
20 votes entered for each candidate to then know the number of fake ballots which needed to be
21 created to ensure the co-conspirator up for election won the seat on the HOA board. These
22 attorneys would run the board election knowing the co-conspirators had access to the ballots and
23 concealed their relationship with the co-conspirators from the bona fide homeowners.

24 46. In November 2006, Defendant and another co-conspirator entered the law firm that
25 held the ballots for the Vistana election, where the attorney who was hired to serve as the "special
26 election master" worked. Once they obtained access to the ballots, Defendant and his co-
27 conspirator counted the ballots and checked them off against a list of homeowners eligible to vote

1 in the election, while the co-conspirator replaced certain bona fide ballots with falsified ballots
2 with votes for co-conspirator board candidates. Prior to the official counting of the ballots for the
3 Vistana election, Defendant was informed by his co-conspirator of the identities of the co-
4 conspirator candidates.

5 47. Similarly, in connection with an April 2007 HOA board of directors election at
6 the Chateau Nouveau condominium complex, Defendant assisted co-conspirators in steaming open
7 ballots so that they could count the number of votes for co-conspirator candidates and replace
8 ballots voting for bona fide candidates with votes for co-conspirator candidates where necessary to
9 ensure the election of the co-conspirators.

10 48. Defendant was aware that during the counting of the ballots for the Chateau
11 Nouveau election, bona fide homeowners became suspicious of the authenticity of the ballots and
12 stated that they believed that the ballots had been tampered with. After the ballot counting,
13 Defendant met with certain co-conspirators, who discussed how they could retain the ballots so
14 that the bona fide homeowners would not be able to examine them and determine that they had, in
15 fact, been tampered with. Defendant's co-conspirators arranged for the attorney who served as the
16 "special election master" for the Chateau Nouveau election to park his car in a pre-arranged
17 location with the ballots inside, so that co-conspirators could break into the car and steal the
18 ballots, making it appear like a break-in perpetrated by unrelated individuals.

19 49. Once elected, the straw purchaser board members would meet with the co-
20 conspirators in order to manipulate board votes, including the selection of property managers,
21 contractors, general counsel and attorneys to represent the HOA.

22 50. At times the co-conspirators created and submitted fake bids for "competitors"
23 to make the process appear to be legitimate while ensuring co-conspirators were awarded the
24 contract. Once hired, co-conspirators, including property managers and general counsel, would
25 then recommend that the HOA board hire the co-conspirator construction company for remediation
26 and construction defect repairs and the co-conspirator law firm to handle the construction defect
27 litigation. In addition, the co-conspirator construction company's initial contract for emergency

1 remediation repairs contained a “right of first refusal” clause to ensure the co-conspirator
2 construction company was awarded the construction repair contracts following the construction
3 defect litigation.

4 51. This entire process created the appearance of legitimacy since bona fide
5 homeowners believed the elected board members and property managers were, as fiduciaries,
6 acting in their best interest rather than to advance the financial interests of co-conspirators. In fact,
7 Defendant BROWN and others were paid or received things of value by or on behalf of their co-
8 conspirators for their assistance in purchasing the properties, obtaining HOA membership status,
9 rigging elections, using their positions to manipulate the HOA’s business and to further the goals
10 of the conspiracy, and to enrich the co-conspirators at the expense of the HOA and the bona fide
11 homeowners. In total, for his role in the conspiracy, Defendant was compensated or received
12 things of value in the amount of \$5,295.

13 V. ACKNOWLEDGMENT

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

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

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

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

27 c. The right to remain silent at such trial, with such silence not to be used against

1 Defendant in any way;

2 d. The right, should Defendant so choose, to testify in Defendant's own behalf at
3 such a trial;

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

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

7 54. Defendant acknowledges that Defendant is, in all respects, satisfied by the
8 representation provided by Defendant's attorney and that Defendant's attorney has discussed with
9 the defendant the burdens and benefits of this agreement and the rights he waives herein.

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

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3/14/2012
DATED

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

CHARLES LA BELLA
Deputy Chief


MARY ANN McCARTHY
Trial Attorney
United States Department of Justice
Criminal Division, Fraud Section


GLENN BROWN
Defendant

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RAYMUND J. CAPELOVITCH
Defense Counsel