

UNITED STATES DISTRICT COURT

District of Nevada

UNITED STATES OF AMERICA

v.

TAI KEYSTER aka TAI MADERIA

JUDGMENT IN A CRIMINAL CASE

Case Number: 2:13-CR-0083-JCM-CWH

USM Number: 53531-048

JOSHUA TOMSHECK

Defendant's Attorney

THE DEFENDANT:☒ pleaded guilty to count(s) ONE [1] AND FIVE [5] OF THE SUPERSEDING INDICTMENT☐ pleaded nolo contendere to count(s) _____
which was accepted by the court.☐ was found guilty on count(s) _____
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

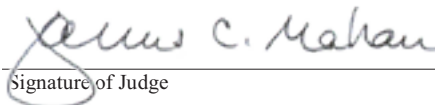
<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 USC§§ 1349, 1344, 1341, 1343	Conspiracy to Commit Bank Fraud, Mail Fraud and Wire Fraud	1/2003	1
18 USC§1344	Bank Fraud	11/2006	5

The defendant is sentenced as provided in pages 2 through 2 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.☐ The defendant has been found not guilty on count(s) _____☒ Count(s) All remaining counts ☐ is ☒ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

11/29/2016

Date of Imposition of Judgment



Signature of Judge

James C. Mahan, U.S. District Judge

Name and Title of Judge

December 5, 2016

Date

DEFENDANT: TAI KEYSTER aka TAI MADERIA

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IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of:

TIME SERVED

☐ The court makes the following recommendations to the Bureau of Prisons:

☐ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at _____ ☐ a.m. ☐ p.m. on _____ .

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on _____ .

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

a _____ , with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: TAI KEYSTER aka TAI MADERIA

CASE NUMBER: 2:13-CR-0083-JCM-CWH

SUPERVISED RELEASEUpon release from imprisonment, you will be on supervised release for a term of : **5 years per count to run concurrent****MANDATORY CONDITIONS**

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court, not to exceed 104 tests annually.
☐ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ☒ You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
5. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
6. ☐ You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: TAI KEYSTER aka TAI MADERIA
CASE NUMBER: 2:13-CR-0083-JCM-CWH

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____

Date _____

DEFENDANT: TAI KEYSTER aka TAI MADERIA

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SPECIAL CONDITIONS OF SUPERVISION

1. Debt Obligations - You shall be prohibited from incurring new credit charges, opening additional lines of credit, or negotiating or consummating any financial contracts without the approval of the probation officer.
2. Access to Financial Information - You shall provide the probation officer access to any requested financial information, including personal income tax returns, authorization for release of credit information, and any other business financial information in which you have a control or interest.
3. Employment Restriction - You shall be restricted from engaging in employment, consulting, or any association with any mortgage business for a period of five years.
4. No Contact Condition - You shall not have contact, directly or indirectly, associate with, or be within 500 feet of co defendants, their residence or business, and if confronted by co defendants in a public place, you shall immediately remove yourself from the area.
5. Warrantless Search - You shall submit your person, property, residence, place of business and vehicle under your control to a search, conducted by the United States probation officer or any authorized person under the immediate and personal supervision of the probation officer, at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of supervision; failure to submit to a search may be grounds for revocation; the defendant shall inform any other residents that the premises may be subject to a search pursuant to this condition.

Note: A written statement of the conditions of release was provided to the Defendant by the Probation Officer in open court at the time of sentencing.

DEFENDANT: TAI KEYSTER aka TAI MADERIA
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CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>JVTA Assessment*</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 200.00	\$ 0.00	\$ 0.00	\$ 115,214.40

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss**</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Contact Servicer: ASC		\$453.69	
Contact Servicer: Green Tree Mortgage		\$206.08	
Contact Servicer: Ocwen per GMAC		\$315.27	
Aegis Funding Corp		\$257.60	
Aegis Mortgage Corp		\$76.90	
American Mortgage Express dba Millennium Funding Group		\$ 182.24	
Aurora Commercial Corp		\$4653.81	
Aurora Loan SVS		\$466.18	
Bank of New York		\$132.26	
Barclays Bank PLC		\$286.82	
BofA		\$21,358.46	
Central Mortgage Co		\$1,574.83	
CitiBank, NA		\$11,671.09	
CitiMortgage, Inc		\$745.82	
Cornerstone Quarry 2010A LLC		\$370.06	

TOTALS \$ _____ \$ _____

☐ Restitution amount ordered pursuant to plea agreement \$ _____

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT:

CASE NUMBER:

ADDITIONAL RESTITUTION PAYEES

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Credit Suisse Securities (USA) LLC	\$494.83		
DD Acquisition Sub LLC	\$307.58		
Deutsche Bank National Trust Co	\$5,019.05		
DTA Solutions LLC	\$288.36		
EMC Mortgage	\$482.52		
Equifirst Corp	\$238.38		
Fannie Mae	\$700.14		
FDIC	\$995.80		
First Franklin	\$4,994.40		
First Roosevelt, LLC	\$634.39		
GMAC	\$3,840.77		
Goldman Sachs	\$932.75		
HSBC	\$3,671.60		
Impac Mortgage Holdings Inc.	\$154.75		
JP Morgan Chase	\$14,110.02		
Lehman Brothers Holdings Inc.	\$473.87		
Merrill Lynch	\$230.69		
Morgan Stanley Mortgage Capital Holdings, LLC	\$4,427.08		
Mortgage Express Services	\$270.10		
MSMLT 2006-AR	\$519.05		
Natixis Real Estate Holdings LLC	\$624.78		
New Century Mortgage	\$422.93		
Nomura Credit Capital, LLC	\$1,771.30		
Ocwen Loan Servicing, LLC	\$1,712.09		
Pacific Mercantile Bank	\$539.81		
Prime Asset Fund III, LLC	\$282.21		

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT:
CASE NUMBER:**ADDITIONAL RESTITUTION PAYEES**

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
RBS Financial Products Inc	\$2,029.94		
Residential Funding Co LLC	\$855.85		
SGGH, LLC	\$319.12		
Terwin Advisors, LLC dba The Winter Group	\$5,370.81		
The Bank of NY Mellon	\$2,519.50		
United Guaranty Residential Insurance Co	\$153.79		
US Bank	\$3,385.73		
US Bank NA as trustee on behalf of Home Equity Asset	\$545.96		
Wells Fargo	\$999.65		
Wells Fargo Bank, NA d/b/a ASC	\$3,352.28		
Wells Fargo Home Mortgage.	\$998.11		
Wilmington Trust, NA as Successor Trustee to Citibank, NA as	\$682.07		
Trustee for SACO I Trust 2006-5, Mortgage-Backed			
Certificates, Series 2006-5			
Wilmington Trust, NA, as Successor Trustee to Citibank, NA as	\$1,015.41		
Trustee for SACO I Trust 2006-6, Mortgage-Backed Certificates,			
Series 2006-6			
Wilmington Trust, NA as Successor Trustee to	\$299.89		
Citibank,NA as Trustee for SACO I Trust 2006-9,			
Mortgage-Backed Certificates, Series 2006-9			
Wilshire Credit Corp	\$892.38		
WMC Mortgage Corp	\$903.53		

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

Restitution list for Tai Keyster 2:13-cr-0083-JCM-CWH

	Address	City, State	Zip	
453.69	PO Box 10328	Des Moines, IA	50306	**Contact Servicer: ASC
206.08	PO Box 6172	Rapid City, SD	57709	**Contact Servicer: Green Tree Mortgage
315.27	3451 Hammond Ave	Waterloo, IA	50702	**Contact Servicer: Ocwen per GMAC
257.60	9990 Richmond Ave Ste 350	Houston, TX	77042	Aegis Funding Corp
76.90	3250 Briarpark Dr	Houston, TX	77042	Aegis Mortgage Corp
182.24	1775 Wehrle Dr	Buffalo, NY	14221	American Mortgage Express dba Millennium Funding Group
4,653.81	7807 E Peakview Ave	Centennial, CO	80111	Aurora Commercial Corp
466.18	10350 Park Meadows Dr	Littleton, CO	80124	Aurora Loan SVS
132.26				Bank of New York
286.82	200 Park Ave Fl 3W	New York, NY	10066	Barclays Bank PLC
21,358.46	PO Box 29961 Mail Code: AZ1-200-20-35	Phoenix, AZ	85038	BofA
1,574.83	PO Box 8025	Little Rock, AR	72203	Central Mortgage Co
11,671.09	1 Penns Way	New Castle, DE	19720	CitiBank, NA
745.82	4740 121st St	Urbandale, IA	50323	CitiMortgage, Inc
370.06	1004 SE 13th St	Brainerd, MN	56401	Cornerstone Quarry 2010A LLC
494.83	1 Madison Ave 9th Floor	New York, NY	10010	Credit Suisse Securities (USA) LLC
307.58	6203 E Dr Martin Luther	Tampa, FL	33619	DD Acquisition Sub LLC
5,019.05	60 Wall Street Mail Stop: NYC 60-3615	New York, NY	10015	Deutsche Bank National Trust Co
288.36	9428 Baymeadows Rd, Suite 260	Jacksonville, FL	32256	DTA Solutions LLC
482.52	909 Hidden Ridge	Irving, TX	75038	EMC Mortgage
238.38	500 Forrest Point Cir	Charlotte, NC	28273	Equifirst Corp
700.14	3900 Wisconsin Ave, NW	Washington, DC	20016	Fannie Mae
995.80	3501 N Fairfax Dr	Arlington, VA	22226	FDIC
4,994.40	2150 North First St	San Jose, CA	95131	First Franklin
634.39	4 Research Drive Suite 402	Shelton, CT	06484	First Roosevelt, LLC
3,840.77	1100 Virginia Dr	Ft Washington, PA	19034	GMAC
932.75	101 Constitution Ave NW	Washington, DC	20001	Goldman Sachs
3,671.60	PO Box 1231	Brandon, FL	33509	HSBC
154.75	19500 Jamboree Rd	Irvine, CA	92614	Impac Mortgage Holdings Inc
14,110.02	3415 Vision Dr	Columbus, OH	43219	JP Morgan Chase
473.87	1271 Avenue of the Americas	New York, NY	10020	Lehman Brothers Holdings Inc
230.69	450 N Stephanie St	Henderson, NV	89014	Merrill Lynch
4,427.08	1585 Broadway Lower B	New York, NY	10036	Morgan Stanley Mortgage Capital Holdings, LLC

	Address	City, State	Zip	
270.10	2972 Highway K	O'Fallon, MO	63368	Mortgage Express Services
519.05				MSMLT 2006-AR
624.78	9 West 57th St 36th Floor	New York, NY	10019	Natixis Real Estate Holdings LLC
422.93	20 Pacifica, Suite 620	Irvine, CA	92618	New Century Mortgage
1,771.30	Worldwide Plaza 309 West 49th St	New York, NY	10019	Nomura Credit Capital Inc
1,712.09	3451 Hammond Ave	Waterloo, IA	50702	Ocwen Loan Servicing, LLC
539.81	949 South Coast Dr Third Floor	Costa Mesa, CA	92626	Pacific Mercantile Bank
282.21	16242 N Florida Ave	Lutz, FL	33549	Prime Asset Fund III, LLC
2,029.94	600 Washington Blvd	Stamford, CT	06901	RBS Financial Products Inc
855.85	8400 Normandale Lake Blvd Suite 350	Bloomington, MN	55437	Residential Funding Co LLC
319.12	15303 Ventura Blvd Suite 1600	Sherman Oaks, CA	91403	SGGH, LLC
5,370.81	45 Rockefeller Plz	New York, NY	10111	Terwin Advisors, LLC dba The Winter Group
2,519.50	One Wall St	New York, NY	10286	The Bank of NY Mellon
153.79	230 N Elm St	Greensboro, NC	27401	United Guaranty Residential Insurance Co
3,385.73	800 Nicollet Mall	Minneapolis, MN	55402	US Bank
				US Bank NA as trustee on behalf of Home Equity Asset Trust 2005-4
545.96	17500 Rockside Rd	Bedford, OH	44146	Home Equity Pass Through Certificates Series 2005-4
999.65	PO Box 29728	Phoenix, AZ	85038	Wells Fargo
3,352.28	PO Box 10328	Des Moines, IA	50306	Wells Fargo Bank, NA d/b/a ASC
998.11	PO Box 10335	Des Moines, IA	50306	Wells Fargo Home Mortgage
				Wilmington Trust, NA, as Successor Trustee to Citibank, NA, as Trustee for SACO I Trust 2006-5, Mortgage-Backed Certificates, Series 2006-5
682.07	3451 Hammond Ave	Waterloo, IA	50702	Wilmington Trust, NA, as Successor Trustee to Citibank, NA, as Trustee for SACO I Trust 2006-6, Mortgage-Backed Certificates, Series 2006-6
1,015.41	3451 Hammond Ave	Waterloo, IA	50702	Wilmington Trust, NA, as Successor Trustee to Citibank, NA, as Trustee for SACO I Trust 2006-9, Mortgage-Backed Certificates, Series 2006-9
299.89	3451 Hammond Ave	Waterloo, IA	50702	Wilmington Trust, NA, as Successor Trustee to Citibank, NA, as Trustee for SACO I Trust 2006-9, Mortgage-Backed Certificates, Series 2006-9
892.38	14523 SW Millikan Way	Beaverton, OR	97005	Wilshire Credit Corp
903.53	3100 Thornton Ave	Burbank, CA	91504	WMC Mortgage Corp
115,214.40				

DEFENDANT: TAI KEYSTER aka TAI MADERIA
CASE NUMBER: 2:13-CR-0083-JCM-CWH

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 115,214.40 due immediately, balance due
- ☐ not later than _____, or
- ☐ in accordance with ☐ C, ☐ D, ☐ E, or ☒ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☒ Special instructions regarding the payment of criminal monetary penalties:
- Schedule of payments – 10% of any income earned during incarceration and/or gross income while on supervision, subject to adjustment by the court based on ability to pay.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

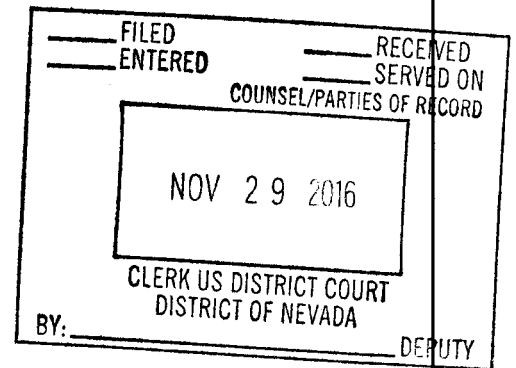
Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☒ The defendant shall forfeit the defendant's interest in the following property to the United States:
"FINAL ORDER OF FORFEITURE ATTACHED"

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVT A assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.



UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,) 2:13-CR-083-JCM-(CWH)
)
Plaintiff,)
)
v.) Final Order of Forfeiture
)
TAI KEYSTER, also known as)
TAI MADEIRA,)
)
Defendant.)

This Court found that Tai Keyster, aka Tai Madeira, shall pay the in personam criminal forfeiture money judgment of \$115,214.40, not to be held jointly and severally liable with any codefendants, pursuant to Fed. R. Crim. P. 32.2(b)(1) and (2); Title 18, United States Code, Section 981(a)(1)(C) with Title 28, United Code, Section 2461(c); Title 18, United States Code, Section 982(a)(2)(A); and Title 21, United States Code, Section 853(p). Superseding Indictment, ECF No. 101; Change of Plea, ECF No. 245; Plea Agreement, ECF No. 247; Preliminary Order of Forfeiture, ECF No. 248.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the United States recover from Tai Keyster, aka Tai Madeira, the in personam criminal forfeiture money judgment of \$115,214.40 pursuant to Fed. R. Crim. P. 32.2(b)(4)(A) and (B); Title 18, United States Code, Section 981(a)(1)(C) with Title 28, United Code, Section 2461(c); Title 18, United States Code, Section 982(a)(2)(A); and Title 21, United States Code, Section 853(p).

///

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Clerk send copies
2 of this Order to all counsel of record and three certified copies to the United States Attorney's
3 Office, Attention Asset Forfeiture Unit.

4 DATED this 29th day of Nov., 2016.

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7 UNITED STATES DISTRICT JUDGE
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