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2012 MAY 31 P 3:12

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

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9  
10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 v.  
13 ANTHONY ROY WILSON,  
a/k/a "TONY" WILSON  
14 Defendant.  
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)  
) CASE NO. 2:12-CR-113-JCM  
)  
) **PLEA MEMORANDUM**  
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16 The United States of America, by and through Charles La Bella, Deputy Chief, and Mary  
17 Ann McCarthy, Trial Attorney, U.S. Department of Justice, Criminal Division, Fraud Section, the  
18 defendant, TONY WILSON, and the defendant's attorney, Frank Vecchione, submit this plea  
19 memorandum. The United States and the defendant have reached the following plea agreement,  
20 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 BOLTEN, GLENN BROWN,**  
24 **PAUL CITELLI, MICHELLE DELUCA, CHARLES HAWKINS, SAMI ROBERT**  
25 **HINDIYEH, BRIAN JONES, LISA KIM, MORRIS MATTINGLY, ARNOLD MYERS, and**  
26 **JEANNE WINKLER, successfully entering their guilty pleas together with Defendant TONY**  
27 **WILSON, 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 (U.S.S.G. §2B1.1(a)):	7
21		
22	Sophisticated Means (U.S.S.G. §2B1.1(b)(9)(c)):	2

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

2	Loss Amount of \$70,000 to \$120,000	
3	(U.S.S.G. §2B1.1(b)(1)(E)):	8
4	TOTAL	17

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

13 6. Pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole discretion, make  
 14 a motion for an additional one-level adjustment for acceptance of responsibility prior to sentencing  
 15 if the defendant timely notifies the United States of the defendant's intention to plead guilty,  
 16 thereby permitting the United States to avoid preparing for trial and allowing for the efficient  
 17 allocation of resources.

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

25 8. The United States will make a recommendation that the defendant receive a 2-  
 26 level downward adjustment from the defendant's base offense level for Defendant TONY  
 27 WILSON and at least eleven (11) other co-defendants' group plea pursuant to Title 18, United

1 States Code, Section 3553(b), on the condition that the co-defendants' change of pleas are entered  
2 and conditionally accepted by the Court on or before the defendant's sentencing hearing.

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

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

11 **D. Other Sentencing Matters**

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

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

24 **E. Fines and Special Assessment**

25 13. Defendant agrees that the Court may impose a fine due and payable immediately  
26 upon sentencing.

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1           14. Defendant will pay the special assessment of \$100 per count of conviction at the  
2 time of sentencing.

3 **F. Restitution**

4           15. Defendant agrees to make restitution to the HOA communities where he engaged  
5 as a realtor in furtherance of this scheme, described below in Section IV. Defendant understands  
6 and agrees that this amount could be as much as \$115,700, the amount of his commissions for  
7 acting as a realtor in the sale of properties at various HOA communities. Defendant understands  
8 that any restitution imposed by the Court may not be discharged in whole or in part in any present  
9 or future bankruptcy proceeding.

10 **G. Forfeiture**

11           16. The parties agree that the government will not request that the Court require  
12 Defendant to pay forfeiture in addition to restitution. However, should the Court nevertheless  
13 order that Defendant shall pay forfeiture, the government agrees that such amount shall be the total  
14 amount of the commissions he received in connection with his involvement in the scheme, and in  
15 no event more than \$115,700. In the event of any order by the Court that Defendant shall pay  
16 forfeiture, the Defendant knowingly and voluntarily agrees to the following:

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

2 g. to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P.  
3 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any  
4 abandonment proceeding or any forfeiture proceeding concerning the property;

5 h. to waive the defendant's right to a jury trial on the forfeiture of the property;

6 i. to waive (a) all constitutional, legal, and equitable defenses to, (b) any  
7 constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or  
8 defense under the Eighth Amendment to the United States Constitution, including, but not limited  
9 to, any claim or defense of excessive fine in any proceedings concerning the property; and

10 j. to the entry of an Order of Forfeiture of the property to the United States.

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

16 **H. Waiver of Appeal**

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

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

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

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

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

16 **J. Limitations**

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

1 **K. Cooperation**

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

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

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

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

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

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

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

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

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

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

10 g. The timeliness of Defendant's assistance.

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

16 **L. Breach**

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

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**II. PENALTY**

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

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

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

**III. ELEMENTS**

32. 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:

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

b. Second, the defendant was a party to or a member of that agreement; and,

c. Third, the defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it.

**IV. FACTS**

33. Defendant is pleading guilty because Defendant is guilty of the charged offenses.

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

35. From as early as in or around November 2006 through at least in or around

1 October 2007, Defendant knowingly participated in a scheme to control various Homeowners'  
2 Association (HOA) Boards of Directors so that the HOA boards would award the handling of  
3 construction defect lawsuits and remedial construction contracts to a law firm and construction  
4 company designated by Defendant's co-conspirators.

5 36. In order to accomplish this scheme, co-conspirators would identify HOA's which  
6 potentially could bring construction defect cases, and once identified would enlist real estate agents  
7 to identify condominium units within those HOA communities for purchase.

8 37. Co-conspirators would then enlist individuals as straw purchasers to apply for  
9 and complete mortgage loans using their own name and credit for the purchase of properties within  
10 the HOA communities on behalf of the beneficial owners.

11 38. In order to accomplish this scheme, Defendant WILSON acted as a real estate  
12 agent, identifying at least 17 condominiums in HOA communities for purchase by the co-  
13 conspirators. More specifically, Defendant acted as the real estate agent for the following straw  
14 purchases, among others: (i) in or around July 2005 for a purchase at Vistana; (ii) in or around July  
15 2005 for a purchase at Mission Ridge; (iii) in or around August 2005 for three purchases at Park  
16 Avenue; (iv) in or around October 2005 for a purchase at Horizon at Seven Hills; (v) in or around  
17 May 2006 for a purchase at Horizon at Seven Hills; and, (vi) in or around March 2007 for a  
18 purchase at Chateau Nouveau.

19 39. Defendant and others arranged for the straw purchasers to get the necessary  
20 funding for the mortgages by assisting them with the loan applications and closing documents,  
21 which he knew included false and fraudulent statements. For instance, the straw purchasers  
22 represented to mortgage lenders that: (i) they were to be the true owners of the properties; (ii) they  
23 had made the down payment; (iii) they would make the monthly mortgage payments; and, (iv) they  
24 intended to live in the properties. In truth and in fact, co-conspirators provided down payments  
25 and monthly payments, including HOA dues and mortgage payments, for these properties and were  
26 the true owners of the properties. In most instances, the co-conspirators did not occupy the units  
27 they purported to purchase.

1           40. On or about June 26, 2006, Defendant emailed several of the co-conspirators to  
2 request the earnest money for several of the condominium purchases for which he was acting as the  
3 realtor. Defendant requested the money be provided to him in cash to avoid tracing the cash-flow  
4 back to the co-conspirators.

5           41. In other instances, Defendant wired or caused a wire to be made for the down  
6 payment. For example, on or about July 25, 2005, Defendant wired or caused the wire of \$3000 to  
7 the title company to facilitate a co-conspirator purchase of a unit at Mission Ridge. As the realtor  
8 in these transactions, Defendant received a 3% commission on the sale of each of these  
9 condominiums, totaling over \$115,700.

10           42. Once the straw purchases were complete, the beneficial owners and co-  
11 conspirators often found tenants to rent the units. The beneficial owners received the rental  
12 payments and continued to pay the mortgages and various expenses associated with the straw  
13 purchase.

14           43. Co-conspirators were hired to manage and operate the payments associated with  
15 maintaining these straw properties. The co-conspirators called this business of funding these  
16 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program  
17 maintained several limited liability companies, at the direction of the co-conspirator construction  
18 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay  
19 Program funds. Many of the payments on these properties were wired or caused to be wired from  
20 California to Nevada.

21           44. On several occasions, instead of making a straw purchase, the co-conspirators  
22 transferred a partial interest in a unit to another co-conspirator for the purpose of making it appear  
23 as if the co-conspirator was a bona fide homeowner. Defendant also assisted with the paperwork  
24 involved in such transfers and arranged for the completion of the paperwork.

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

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

9 47. Another tactic the co-conspirators used to rig certain HOA board elections was  
10 to prepare forged ballots for out-of-town homeowners and either cause them to be transported or  
11 mailed to California and thereafter to have the ballots mailed back to Las Vegas from various  
12 locations around California so as to make it appear that the ballots were completed and mailed by  
13 bona fide homeowners residing outside Nevada. For instance, on or about April 15, 2008 and on  
14 or about April 21, 2008, a co-conspirator mailed ballots from several mail boxes in California back  
15 to Nevada in order to assist in the rigging of an election at Park Avenue.

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

1 These attorneys would run the board election knowing the co-conspirators had access to the ballots  
2 and concealed their relationship with the co-conspirators from the bona fide homeowners.

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

6 50. At times the co-conspirators created and submitted fake bids for "competitors"  
7 to make the process appear to be legitimate while ensuring co-conspirators were awarded the  
8 contract. Once hired, co-conspirators, including property managers and general counsel, would  
9 then recommend that the HOA board hire the co-conspirator construction company for remediation  
10 and construction defect repairs and the co-conspirator law firm to handle the construction defect  
11 litigation. In addition, co-conspirator construction company's initial contract for emergency  
12 remediation repairs contained a "right of first refusal" clause to ensure the co-conspirator  
13 construction company was awarded the construction repair contracts following the construction  
14 defect litigation.

15 51. Defendant also acted to further the conspiracy by developing and proposing ways  
16 for the co-conspirators to increase their capitol, from which they could purchase additional  
17 condominiums. For instance, on at least one occasion, Defendant assisted the co-conspirators in  
18 re-financing a condominium to recapture the down-payment and closing costs associated with the  
19 purchase, in order to use those funds to purchase another condominium. Defendant also suggested  
20 various schemes to include excess charges to vendors hired by the HOA board, which would later  
21 be kicked back to the co-conspirators. These charges were to be born by the bona fide  
22 homeowners, but would be used to fund the conspiracy.

23 52. Defendant regularly used e-mail to communicate with his co-conspirators,  
24 including but not limited to the following:

25 a. On or about August 14, 2006, Defendant, while in Nevada, sent a status update  
26 e-mail, via wire transmission, to several co-conspirators, including the co-conspirator construction  
27 company owner and another co-conspirator located in California and using his e-mail account set-

1 up in California, regarding condominium units at Terrisini, Sunset Cliffs, and Palmilla that he had  
2 identified for purchase by the co-conspirators.

3 b. On or about August 16, 2006, Defendant, while in Nevada, sent two emails, via  
4 wire transmission, to co-conspirators, including the co-conspirator construction company owner  
5 and another co-conspirator who was located in California and using an e-mail account set-up in  
6 California, requesting \$250,000 in cash to close on a unit at Sunset Cliffs. In these emails he also  
7 advocated that paying cash for this unit was beneficial to the objects of the conspiracy because it  
8 would close before the next board election.

9 c. On or about August 30, 2006, Defendant, while in Nevada, sent several emails,  
10 via wire transmission, to co-conspirators, including the co-conspirator construction company  
11 owner and another co-conspirator who was located in California and using an e-mail account set-  
12 up in California, in which he forwarded attachments in furtherance of the conspiracy, including  
13 fliers promoting the co-conspirator straw purchasers in an upcoming Jasmine election and  
14 spreadsheets of the co-conspirator straw purchases and payments he titled "Condosinlinetobuy"  
15 and "Money back to LB on cash deals."

16 53. This entire process created the appearance of legitimacy since bona fide  
17 homeowners believed the elected board members and property managers were, as fiduciaries,  
18 acting in their best interest rather than to advance the financial interests of co-conspirators. In fact,  
19 Defendant WILSON and others were paid or received things of value by or on behalf of their co-  
20 conspirators, for their assistance in purchasing the properties, obtaining HOA membership status,  
21 rigging elections, using their positions to manipulate the HOA's business and to further the goals  
22 of the conspiracy, and to enrich the co-conspirators at the expense of the HOA and the bona fide  
23 homeowners. In total, for his role in the conspiracy, Defendant was compensated or received  
24 things of value in the amount of \$115,700.

#### 25 V. ACKNOWLEDGMENT

26 54. Defendant acknowledges by the Defendant's signature below that Defendant has  
27 read this Plea Memorandum, that Defendant understands the terms and conditions and the factual

1 basis set forth herein, that Defendant has discussed these matters with Defendant's attorney, and  
2 that the matters set forth in this memorandum, including the facts set forth in Part IV above, are  
3 true and correct.

4 55. Defendant acknowledges that Defendant has been advised, and understands, that  
5 by entering a plea of guilty the Defendant is waiving, that is, giving up, certain rights guaranteed  
6 to the Defendant by law and by the Constitution of the United States. Specifically, Defendant is  
7 giving up:

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

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

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

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

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

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

19 56. Defendant acknowledges that Defendant is, in all respects, satisfied by the  
20 representation provided by Defendant's attorney and that Defendant's attorney has discussed with  
21 the defendant the burdens and benefits of this agreement and the rights he waives herein.

22 57. Defendant, Defendant's attorney, and the attorney for the United States  
23 acknowledge that this Plea Memorandum contains the entire negotiated and agreed to by and  
24 between the parties, and that no other promise has been made or implied by either the Defendant,  
25 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

2/13/2012  
DATED

CHARLES LA BELLA  
Deputy Chief

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

2/16/2012  
DATED

  
ANTHONY ROY WILSON  
Defendant

2/16/12  
DATED

  
FRANK VECCHIONE  
Defense Counsel