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

8 -oOo-

9
10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 ROSALIO a/k/a "LEO" ALCANTAR,

14 Defendant.
15

CASE NO. 2:12-CR-113-JCM
PLEA MEMORANDUM

16 The United States of America, by and through Charles G. La Bella, Deputy Chief, and Mary Ann
17 McCarthy, Trial Attorney, U.S. Department of Justice, Criminal Division, Fraud Section, the
18 defendant, ROSALIO ALCANTAR, and the defendant's attorney, Craig Drummond, submit this
19 plea memorandum.

20 The United States and the defendant have reached the following plea agreement, which is
21 not binding on the court:

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

23 This agreement is contingent on at least five (5) of the thirteen (13) co-defendants,
24 **PATRICK BERGSRUD, ROBERT BOLTEN, GLENN BROWN, PAUL CITELLI,**
25 **MICHELLE DELUCA, CHARLES HAWKINS, SAMI ROBERT HINDIYEH, BRIAN**
26 **JONES, LISA KIM, MORRIS MATTINGLY, ARNOLD MYERS, ANTHONY ROY**
27

1 **WILSON, and JEANNE WINKLER** successfully entering their guilty pleas together with
 2 Defendant **ROSALIO ALCANTAR**, and that all pleas are accepted by the Court.

3 **A. The Plea**

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

8 **B. Additional Charges**

9 2. The United States Department of Justice, Criminal Division, Fraud Section agrees
 10 to bring no additional criminal charges in the District of Nevada against the defendant relating to or
 11 arising from the offense charged in the information, except for any crime of violence and any crime
 12 unknown to the Fraud Section before the time the parties sign this Plea Memorandum.

13 **C. Sentencing Guideline Calculations**

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

20 4. The parties agree that the following calculations of the United States Sentencing
 21 Guidelines (2010) apply for the group:

22	Base Offense Level	
23	(U.S.S.G. §2B1.1(a)):	7
24	Sophisticated Means	
25	(U.S.S.G. §2B1.1(b)(9)(c)):	2

26 INTENTIONALLY LEFT BLANK

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

3	Loss Amount of \$10,000 to \$20,000	
4	(U.S.S.G. §2B1.1(b)(1)(C)):	4
5	TOTAL	13

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

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

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

26 8. The United States will make a recommendation that the defendant receive a 3-
 27

1 level downward adjustment from the defendant's base offense level for Defendant ROSALIO
2 ALCANTAR and at least seventeen (17) other co-defendants' group plea pursuant to Title 18,
3 United States Code, Section 3553(b), on the condition that the co-defendants' change of pleas are
4 entered and conditionally accepted by the Court on or before the defendant's sentencing hearing.
5 The 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
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 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.

1 **F. Restitution**

2 14. Defendant agrees to make full restitution to the victims of the offense, in this case
3 the homeowners' associations described below in Section IV. Defendant understands and agrees
4 that this amount could be as much as \$25,826.20, which is the amount of money or things of value
5 he received from his co-conspirators for his participation in the scheme. In return for defendant
6 agreeing to make restitution, the United States agrees not to bring any additional charges against
7 the defendant for the conduct giving rise to the relevant conduct. Defendant understands that any
8 restitution imposed by the Court may not be discharged in whole or in part in any present or future
9 bankruptcy proceeding.

10 **G. Forfeiture**

11 15. The parties agree that the government will not request that the Court require
12 Defendants to pay forfeiture in addition to restitution. However, should the Court nevertheless
13 order that Defendants shall pay forfeiture, the government agrees that such amount should be the
14 amount of money or things of value he received from his co-conspirators for his participation in the
15 scheme, and in no event more than \$25,826.20. In the event of any order by the Court that
16 Defendant shall pay 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
- 27

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 16. 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 17. 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 18. 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
27

1 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of
2 counsel.

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

4 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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
27

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 26. 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 27. 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.

II. PENALTY

28. 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) years.

29. 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.

30. 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

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:

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

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

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

34. From at least as early as in or around September 2004 through at least in or

1 around February 2009, Defendant knowingly participated in a scheme to control various
2 Homeowners' Association (HOA) Boards of Directors so that the HOA boards would award the
3 handling of construction defect lawsuits and remedial construction contracts to a law firm and
4 construction company designated by Defendant's co-conspirators.

5 35. Co-conspirators would identify HOA's which potentially could bring
6 construction defect cases, and once identified would enlist real estate agents to identify
7 condominium units within those HOA communities for purchase.

8 36. 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. The co-conspirators arranged for the
11 straw purchasers to get the necessary funding for the mortgages by assisting them with the loan
12 applications and closing documents, which included false and fraudulent statements that involved
13 concealing the identity and financial interest of the true beneficial owners of the properties from
14 banks, mortgage companies, HOAs, and bona fide homeowners. The co-conspirator real estate
15 agents arranged for the down payments to be funded by a co-conspirator and arranged for the
16 money to be transferred to the escrow accounts.

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

21 38. Co-conspirators were hired to manage and operate the payments associated with
22 maintaining these straw properties. The co-conspirators called this business of funding these
23 properties the "Bill Pay Program." The co-conspirators involved in running the Bill Pay Program
24 maintained several limited liability companies, at the direction of the co-conspirator construction
25 company owner and others, for the purpose of opening bank accounts and concealing the Bill Pay
26 Program funds. Many of the payments on these properties were wired or caused to be wired from
27 California to Nevada.

1 39. In order to help accomplish this scheme, and beginning on or about August
2 3, 2005, Defendant ALCANTAR opened five bank accounts on behalf of the co-conspirators under
3 the names of the limited liability companies, including Eagle Investment Group, Inc. and Eagle
4 Construction. Defendant was the signatory for these accounts and managed them on behalf of his
5 co-conspirators in order to hide the identity of the true beneficial owners, including the co-
6 conspirator construction company and co-conspirator law firm. Defendant allowed other co-
7 conspirators to access the accounts with his signature. Defendant made numerous wire transfers to
8 and from these accounts to fund the conspiracy and to pay co-conspirators for their participation in
9 the scheme. For instance, Defendant made several deposits from the co-conspirator law firm into
10 these accounts, including a deposit of \$1,981,077, a deposit of \$700,000, and a deposit of
11 \$300,000. Defendant managed the movement of over \$8,000,000 through these five accounts.

12 40. On several occasions, instead of making a straw purchase, the co-conspirators
13 transferred a partial interest in a unit to another co-conspirator for the purpose of making it appear
14 as if the co-conspirator was a bona fide homeowner. The co-conspirator real estate agents would
15 assist with the paperwork involved in such transfers and arranged for the completion of the
16 paperwork.

17 41. Defendant ALCANTAR assisted with this process by notarizing mortgage loan
18 documents and quit-claim property transfer documents on behalf of the co-conspirators. On or
19 about November 9, 2005, Defendant received his State of Nevada notary license. Defendant knew
20 that in order to produce the notary, thereby authenticating the individual's signature on the
21 document, the signatory was required to physically appear before him. However, on
22 approximately 15 separate occasions, Defendant, at the direction of his co-conspirators, notarized
23 documents in furtherance of the conspiracy without the signatory appearing before him. Defendant
24 also did not properly account for the notaries in his notary log, as required under his license. For
25 instance, on or about May 10, 2006, Defendant fraudulently notarized a quit-claim deed document
26 that transferred a 1% ownership interest in a unit at Horizons at Seven Hills to a co-conspirator,
27 without the signatory appearing before him. The owner of the property was not aware that a 1%

1 interest in her unit was being transferred to another individual. On or about August 23, 2006,
2 Defendant fraudulently notarized a quit-claim deed document that transferred a 1% interest in a
3 unit at Jasmine (then-Jasmine Ranch) to a co-conspirator, without the signatory appearing before
4 him. Defendant understood that the co-conspirators intended to use these ownership interests to
5 nominate and elect co-conspirators to HOA boards and to further the objects of the conspiracy.

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

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

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

23 45. On several occasions, co-conspirators attempted to create the appearance that
24 the elections were legitimate by hiring "independent" attorneys to run the HOA board elections.
25 These "special election masters" were to: (i) contact the bona fide homeowners to inform them of
26 the election; (ii) mail the bona fide homeowners election ballots and voting instructions; (iii)
27 collect and secure those election ballots returned by mail until the date of the election; and (iv)

1 preside over the HOA board election, including supervising the counting of ballots. However, in
2 truth and fact, the "special election masters" were selected by the co-conspirators and paid in cash,
3 check, or promised things of value, by or on behalf of Co-Conspirators A and B for their assistance
4 in rigging the elections. In particular, the "special election masters" allowed the co-conspirators to
5 access the ballots for the purpose of opening the ballots and pre-counting the votes entered for each
6 candidate to then know the number of fake ballots which needed to be created to ensure the co-
7 conspirator up for election won the seat on the HOA board. These attorneys would run the board
8 election knowing the co-conspirators had access to the ballots and concealed their relationship with
9 the co-conspirators from the bona fide homeowners.

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

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

22 48. On or about September 23, 2004, Defendant agreed to received \$6,500 from the co-
23 conspirator construction company owner in exchange for a 2% ownership interest in Defendant's
24 Las Vegas property. However, the 2% interest was never transferred even though Defendant was
25 enriched by the \$6500.

26 49. This entire process created the appearance of legitimacy since bona fide
27 homeowners believed the elected board members and other third parties were, as fiduciaries, acting

1 in their best interest rather than to advance the financial interests of co-conspirators. In fact,
2 Defendant ALCANTAR and others were paid or received things of value by or on behalf of their
3 co-conspirators, for their assistance in purchasing the properties, obtaining HOA membership
4 status, rigging elections, using their positions to manipulate the HOA's business and to further the
5 goals of the conspiracy, and to enrich the co-conspirators at the expense of the HOA and the bona
6 fide homeowners.

7 V. ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

1 52. Defendant acknowledges that Defendant is, in all respects, satisfied by the
2 representation provided by Defendant's attorney and that Defendant's attorney has discussed with
3 the defendant the burdens and benefits of this agreement and the rights he waives herein.

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

8
9
10 DENIS J. McINERNEY
11 Chief
12 United States Department of Justice,
13 Criminal Division, Fraud Section

14
15 2/17/2012
16 DATED

17 _____
18 CHARLES LA BELLA
19 Deputy Chief

20 _____
21 MARY ANN MCCARTHY
22 Trial Attorney
23 United States Department of Justice
24 Criminal Division, Fraud Section

25 2-23-12
26 DATED

27 _____
 ROSALIO ALCANTAR
 Defendant

 2-23-12
 DATED

 CRAIG DRUMMOND
 Defense Counsel