



U.S. Department of Justice

*United States Attorney
District of New Jersey*

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November 19, 2010

Via Electronic Mail

Brian J. Neary, Esq.
Law Offices of Brian J. Neary
21 Main Street
Court Plaza South, East Wing
Hacksensack, NJ 07601

Re: Plea Agreement with Taya Romano (f/k/a Taya Waldon)

Dear Mr. Neary:

This letter sets forth the plea agreement between your client, Taya Romano, and the United States Attorney for the District of New Jersey ("this Office").

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from Taya Romano to an Information which charges her with mail fraud affecting a financial institution in violation of Title 18, United States Code, Section 1341 and Section 2. If Taya Romano enters a guilty plea and is sentenced on this charge, and otherwise fully complies with all of the terms of this agreement, this Office will not initiate any further criminal charges against Taya Romano for engaging in a scheme in New Jersey between in or about December 2007 to in or about October 2008 to defraud financial institutions and mortgage lenders. However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, Taya Romano agrees that any dismissed charges and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by Taya Romano may be commenced against her, notwithstanding the expiration of the limitations period after Taya Romano signs the agreement.

Sentencing

The violation of 18 U.S.C. § 1341 to which Taya Romano agrees to plead guilty carries a statutory maximum prison sentence of thirty years and a statutory maximum fine equal to the greatest of: (1) \$1,000,000; (2) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

The sentence to be imposed upon Taya Romano is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. § 3551-3742, and the sentencing judge's consideration of the United States Sentencing Guidelines. The United States Sentencing Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what guideline range may be found by the sentencing judge, or as to what sentence Taya Romano ultimately will receive.

Further, in addition to imposing any other penalty on Taya Romano, the sentencing judge: (1) will order Taya Romano to pay an assessment of \$100 pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing; (2) must order Taya Romano to pay restitution pursuant to 18 U.S.C. §§ 3663 et seq.; (3) may order Taya Romano, pursuant to 18 U.S.C. § 3555, to give notice to any victims of her offense; (4) may order forfeiture, pursuant to 18 U.S.C. § 982; and (5) pursuant to 18 U.S.C. § 3583, may require Taya Romano to serve a term of supervised release of not more than five years, which will begin at the expiration of any term of imprisonment imposed. Should Taya Romano be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, Taya Romano may be sentenced to not more than three years imprisonment in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

Rights of this Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office reserves its right to take any position with respect to the appropriate sentence to be imposed on Taya Romano by the sentencing judge, to correct any misstatements relating to the

sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of Taya Romano's activities and relevant conduct with respect to this case.

Stipulations

This Office and Taya Romano agree to stipulate at sentencing to the statements set forth in the attached Schedule A, which hereby is made a part of this plea agreement. This agreement to stipulate, however, cannot and does not bind the sentencing judge, who may make independent factual findings and may reject any or all of the stipulations entered into by the parties. To the extent that the parties do not stipulate to a particular fact or legal conclusion, each reserves the right to argue the existence of and the effect of any such fact or conclusion upon the sentence. Moreover, this agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it determines to be credible and to be materially in conflict with any stipulation in the attached Schedule A, this Office shall not be bound by any such stipulation. A determination that any stipulation is not binding shall not release either this Office or Taya Romano from any other portion of this agreement, including any other stipulation. If the sentencing court rejects a stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court was within its discretion and authority to do so. These stipulations do not restrict the Government's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

In addition, Taya Romano agrees to make full restitution for all losses resulting from the offense of conviction or from the scheme, conspiracy, or pattern of criminal activity underlying that offense, in an amount to be determined by the sentencing Court.

Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A, this Office and Taya Romano waive certain rights to file an appeal, collateral attack, writ or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. However, this Office will bring this agreement to the attention of other prosecuting offices, if requested to do so.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against Taya Romano. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service) or any third party from initiating or prosecuting any civil proceeding against Taya Romano.

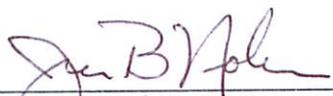
No Other Promises

This agreement constitutes the plea agreement between Taya Romano and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

PAUL J. FISHMAN
United States Attorney

By: 
Bradley A. Harsch
Assistant U.S. Attorney


James B. Nobile
Chief, Special Prosecutions Division

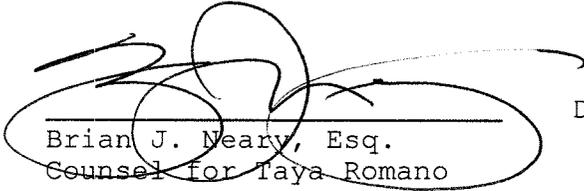
I have received this letter from my attorney, Brian J. Neary, Esq., I have read it and I understand it fully. I hereby accept the terms and conditions set forth in this letter and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

AGREED AND ACCEPTED:



Taya Romano

Date: November 23rd, 2010



Brian J. Neary, Esq.
Counsel for Taya Romano

Date: 11/26/10

Plea Agreement With Taya Romano

Schedule A

1. This Office and Taya Romano recognize that the United States Sentencing Guidelines are not binding upon the Court. This Office and Taya Romano nevertheless agree to the stipulations set forth herein. This Office and Taya Romano further agree that, except as specified below at Paragraph 10, neither party will argue for the imposition of a sentence outside the Guidelines range that results from the agreed total Guidelines offense level range.

2. The version of the United States Sentencing Guidelines effective November 1, 2010 applies in this case.

3. The applicable guideline is U.S.S.G. § 2B1.1. The base offense level is 7 pursuant to U.S.S.G. § 2B1.1(a)(1).

4. The parties agree that the loss amount under U.S.S.G. § 2B1.1(b)(1) is more than \$200,000 and not more than \$7 million, but do not agree on a specific loss amount within that range. Both parties reserve the right to present evidence and arguments concerning the applicability of U.S.S.G. §§ 2B1.1(b)(1)(G) through U.S.S.G. 2B1.1(b)(1)(J) at sentencing.

5. The parties do not agree on whether the defendant derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offense, which would result in an increase of 2 levels under U.S.S.G. § 2B1.1(b)(14)(A). Both parties reserve the right to present evidence and arguments concerning the applicability of U.S.S.G. 2B1.1(b)(14)(A) at sentencing.

6. The parties agree that no role adjustment is applicable under U.S.S.G. § 3 Part B.

Acceptance of Responsibility and Other Stipulations

7. As of the date of this letter, Taya Romano has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offense charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if Taya Romano's acceptance of responsibility continues through the date of sentencing. See U.S.S.G. § 3E1.1(a).

8. As of the date of this letter, Taya Romano has assisted authorities in the investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the court to allocate their resources efficiently. If Taya Romano enters a plea pursuant to this agreement and qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and if in addition Taya Romano's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater, Taya Romano will be entitled to a further 1-point reduction in her offense level pursuant to U.S.S.G. § 3E1.1(b).

9. In accordance with the above, the parties agree that, depending on the Court's findings as to the applicability of U.S.S.G. § 2B1.1(b)(1) and U.S.S.G. § 2B1.1(b)(14)(A), the total Guidelines offense level applicable to Taya Romano is at least 16 but not more than 24 (the "agreed total Guidelines offense level range").

10. The parties agree not to seek or argue for any upward or downward departure not set forth herein. The parties agree that Taya Romano may seek a variance, which the government may oppose. The parties further agree that a sentence within the Guidelines range that results from the agreed total Guidelines offense level range is reasonable.

11. Taya Romano knows that she has and, except as noted below in this paragraph, voluntarily waives, the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the sentence imposed by the sentencing court if that sentence falls within or below the Guidelines range that results from a total Guidelines offense level of 24. This Office will not file any appeal, motion or writ which challenges the sentence imposed by the sentencing court if that sentence falls within or above the Guidelines range that results from a total Guidelines offense level of 16. The parties reserve any right they may have under 18 U.S.C. § 3742 to appeal the sentencing court's determination of the criminal history category. The provisions of this paragraph are binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, if the sentencing court accepts a stipulation, both parties waive the right to file an appeal, collateral attack, writ, or motion claiming that the sentencing court erred in doing so.

12. Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion barred by the preceding paragraph and to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph.