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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2016 SEP 20 AM 10:19
US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-182-024-37 TBS

RAFAEL SANCHEZ
a/k/a Rafy Sanchez

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, RAFAEL SANCHEZ, a/k/a Rafy Sanchez, and the attorney for the defendant, Mercedes Leon, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with Bankruptcy Fraud, in violation of 18 U.S.C. § 157.

2. Maximum Penalties

Count One carries a maximum sentence of 5 years of imprisonment, a fine of \$250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of not more than 3 years, and a special assessment of \$100 per felony count for individuals. With respect to certain offenses, the Court shall

Defendant's Initials [Signature]

order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: The defendant knowingly devised or intended to devise a scheme or artifice to defraud;
- Second: The defendant acted with the intent to defraud;
- Third: The defendant's act was material; that is, it had a natural tendency to influence, or was capable of influencing the acts of an identifiable person, entity, or group; and
- Fourth: The defendant filed a petition under Title 11 of the United States Code for the purpose of executing or attempting to execute the scheme or artifice.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to Fannie Mae, EverBank, US Bank, and Bank of America.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Two Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted,

the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

9. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States

Defendant's Initials RS

may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent

by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on

a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to

which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

12. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. ' 3663A, for all offenses described in 18 U.S.C. ' 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. ' 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. ' 3003(b)(2)), including, but not limited to,

garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. ' 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the

background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial

affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not

such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if

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defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 25 day of August, 2016.

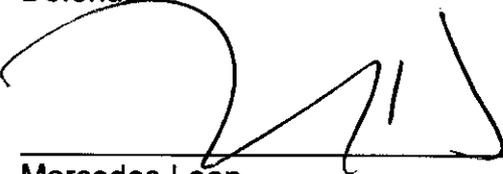
A. LEE BENTLEY, III
United States Attorney



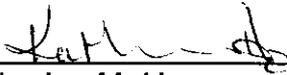
RAFAEL SANCHEZ
Defendant



James D. Mandolfo
Assistant United States Attorney



Mercedes Leon
Attorney for Defendant



Katherine M. Ho
Assistant United States Attorney
Chief, Orlando Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-

RAFAEL SANCHEZ
a/k/a Rafy Sanchez

PERSONALIZATION OF ELEMENTS

- First: Did you knowingly devise or intend to devise a scheme or artifice to defraud;
- Second: Did you act with the intent to defraud;
- Third: Were your acts material, meaning that your acts had a natural tendency to influence, or were capable of influencing the acts of an identifiable person, entity, or group; and
- Fourth: Did you file a petition under Title 11 of the United States Code for the purpose of executing or attempting to execute the scheme or artifice?

UNITED STATES DISTRICT COURT
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CASE NO. 6:16-cr-

RAFAEL SANCHEZ
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FACTUAL BASIS

RAFAEL SANCHEZ (SANCHEZ) was a licensed real estate sales associate who specialized in short sales of distressed real estate. SANCHEZ worked for S.H. Realty, LLC based in Orlando, Florida. SANCHEZ was also a "bankruptcy petition preparer" as that term was defined in 11 U.S.C. § 110(a)(1) and a "debt relief agency" as that term was defined in 11 U.S.C. § 101(12A).

S.H. Realty, LLC, was a Florida Real Estate Corporation, licensed and regulated by the Florida Department of Business and Professional Regulation.

EverBank, N.A. ("EverBank"), was a financial institution, with offices located throughout the United States, including the State of Florida, the deposits and accounts of which were insured by the FDIC.

One West Bank, FSB ("One West Bank"), was a financial institution, with offices located throughout the United States, the deposits and accounts of which were insured by the FDIC.

U.S. Bank, N.A. ("US Bank"), was a financial institution, with offices located throughout the United States, including the State of Florida, the deposits

and accounts of which were insured by the FDIC.

The Federal National Mortgage Association ("Fannie Mae") was a government-sponsored enterprise chartered by Congress with a mission to provide liquidity, stability, and affordability to the United States housing and mortgage markets. Fannie Mae purchased loans from lenders, packaged the loans into securitizations, and then guaranteed the principal and interest of the mortgage loans for investors in its securitizations.

Beginning on a date in or around April 2012, and continuing through on or about April 22, 2014, in the Middle District of Florida, SANCHEZ knowingly and intentionally devised a short sale fraud scheme to defraud creditors including, but not limited to, EverBank, One West Bank, and US Bank holding lawfully-recorded mortgage notes, or Fannie Mae who guaranteed the mortgage notes. The purpose of the scheme to defraud was to obtain commissions from short sales of distressed real estate by means of materially false pretenses, representations, promises, and omissions.

SANCHEZ prevented creditors from lawfully foreclosing on properties secured by mortgage notes, by filing or causing to be filed, fraudulent bankruptcies on behalf of the homeowners he, or others working in concert with him, solicited. These fraudulent Chapter 7 bankruptcy petitions included numerous false statements and misrepresentations including, but not limited to, certifications signed under penalty of perjury that filing fees would be paid in installments and that the debtors had attended mandatory credit counseling

before filing bankruptcy. These bogus bankruptcy petitions invoked the automatic stay provision of federal bankruptcy law, which brought an immediate halt to any foreclosure actions against the homeowners' property. After filing the sham bankruptcy petition, SANCHEZ, or individuals working at his direction, took the bankruptcy petition receipts to the Clerk of Court at the Orange County Courthouse located in Orlando, Florida, and to other Clerks of Court located elsewhere in the Middle District of Florida in order to halt foreclosure sales. After receiving the bankruptcy receipt, the Clerk of Court cancelled the impending foreclosure sale, preventing creditors and guarantors from foreclosing.

For example, EverBank filed a Notice of Lis Pendens and began foreclosure proceedings against homeowner S.O. in 2012 pursuant to a mortgage note it held that was secured by real property located in Seminole County, Florida. In September 2013, a realtor working with SANCHEZ informed S.O. that SANCHEZ could stop the foreclosure sale by filing a bankruptcy and this would provide S.O. with the time needed to short sell the property. On or about September 25, 2013, SANCHEZ contacted S.O. to discuss why S.O. should file bankruptcy. SANCHEZ told S.O. that the only purpose of the bankruptcy filing was to stop EverBank from foreclosing on his home and allow time to arrange for a short sale. Following his conversation with S.O., SANCHEZ prepared a Chapter 7 bankruptcy petition and e-mailed the petition to S.O. telling him where to sign. S.O. signed the bankruptcy petition prepared by SANCHEZ. On or about September 26, 2013, SANCHEZ met with S.O. and picked up \$250

from S.O. for preparing S.O.'s Chapter 7 petition. On or about the same day, Sanchez filed S.O.'s fraudulent Chapter 7 bankruptcy petition (Case No. 6:1-13-bk-11937-KSJ) and related documents with the Clerk of Court, United States Bankruptcy Court for the Middle District of Florida, that he had prepared, signed, and certified under penalty of perjury and other criminal offenses. SANCHEZ certified amongst other things, that S.O. received mandatory credit counseling, had not filed any prior bankruptcy petitions, and that S.O. would pay the \$335 Chapter 7 filing in four installments, when in fact, as SANCHEZ well knew, S.O. had not received mandatory counseling, S.O. had filed prior bankruptcy petitions, and S.O. would not make any payments towards the legally mandated \$335 filing fee.

Similarly, as part of his ongoing scheme to defraud creditors and guarantors, SANCHEZ filed or caused to be filed the following bankruptcy petitions (collectively "Similar Cases"):

Bankruptcy Case	Creditor/Guarantor
In re Scott (6:13-bk-11791-KSJ)	Bank of New York Mellon
In re Reece (6:13-bk-12964-KSJ)	Bank One
In re Eusebio (6:12-bk-13025-KSJ)	US Bank
In re Eusebio (6:13-bk-05450-KSJ)	US Bank
In re Brown (6:13-bk-04118-KSJ)	Wachovia Mortgage, FSB
In re Brown (6:13-bk-07131-KSJ)	Wachovia Mortgage, FSB
In re Seide (6:12-bk-04435-ABB)	Fannie Mae
In re Bonilla (6:13-bk-11069-CCJ)	Bank of America
In re Robinson (6:13-bk-12573-CCJ)	Wells Fargo Bank
In re Logan (6:13-bk-11749-KSJ)	One West Bank
In re Logan (6:14-bk-03438-CCJ)	One West Bank
In re Gongora (6:14-bk-03908-KSJ)	US Bank

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In all, SANCHEZ filed at least ~~sixty~~ (30) Chapter 7 bankruptcy petitions where he collected \$250 as a preparation fee and failed to file the \$335 filing fee payable to the Clerk of Court, United States Bankruptcy Court for the Middle District of Florida.