

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

REGINA TAYLOR

No. 15 CR 568

Judge Sara L. Ellis

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ZACHARY T. FARDON, and defendant REGINA TAYLOR, and her attorney, JOHN F. MURPHY, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charges in This Case

2. The indictment in this case charges defendant with honest services mail fraud, in violation of Title 18, United States Code, Sections 1341 and 1346 (Count One) and honest services wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346 (Counts Two and Three).

3. Defendant has read the charges against her contained in the indictment, and those charges have been fully explained to her by her attorney.

4. Defendant fully understands the nature and elements of the crimes with which she has been charged.

Charge to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the indictment: Count One, which charges defendant with honest services mail fraud, in violation of Title 18, United States Code, Sections 1341 and 1346.

Factual Basis

6. Defendant will plead guilty because she is in fact guilty of the charge contained in Count One of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish her guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline § 1B1.3:

Defendant REGINA TAYLOR was employed as a clerk with the Cook County Recorder of Deeds. As part of her duties as a clerk, TAYLOR provided customer service over the telephone to individuals who called into the Public Information Department of the Recorder of Deeds. In her employment with the Recorder of Deeds, TAYLOR owed a duty of honest services to Cook County, its Recorder of Deeds, and its Citizens.

The primary functions of the Recorder of Deeds were to accurately record, store, and maintain land records and other official documents in perpetuity for public and private use.

Beginning no later than in or about May 2012, and continuing until at least October 2012, at Cook County, in the Northern District of Illinois, Eastern Division, and elsewhere, TAYLOR knowingly devised, intended to devise, and participated in

a scheme to defraud and to deprive Cook County, its Recorder of Deeds, and its citizens of their right to the honest services of defendant through bribery.

It was part of the scheme that TAYLOR solicited and accepted a cash payment in exchange for preparing a fraudulent, backdated quit claim deed and agreeing to record that quit claim deed with the Recorder of Deeds.

Specifically, in early May 2012, CW1 contacted the Cook County Recorder of Deeds and spoke to TAYLOR. CW1 told TAYLOR that CW1's parents had died and that CW1 needed to add CW1's name to the deed of CW1's parents' residence at a particular address in Oak Park, Illinois, which was located in Cook County. During the call, TAYLOR told CW1 that she would mail CW1 a form to update the status of the deed. TAYLOR told CW1 to affix CW1's notarized signature to the form and attach copies of CW1's parents' death certificates. TAYLOR told CW1 to call her once the form was completed and CW1 had copies of the death certificates. TAYLOR then mailed CW1 a Deceased Joint Tenancy Affidavit. The Deceased Joint Tenancy Affidavit was not an official form of the Recorder of Deeds or a document publicly available on the Recorder of Deeds website.

On July 31, 2012, CW1, who, unbeknownst to TAYLOR, was then cooperating with law enforcement, called TAYLOR at the Recorder of Deeds. During the call, CW1 informed TAYLOR that CW1's deceased uncle was also on the deed to the Oak Park property. TAYLOR directed CW1 to submit copies of the death certificates, the Deceased Joint Tenancy Affidavits, and a \$50 check for each person named on the deed. TAYLOR gave CW1 her cellular phone number and told her that she

would tell CW1 where they could meet because she, TAYLOR, could not do it in the office, referring to the Recorder of Deeds.

In a later conversation with CW1, TAYLOR arranged to meet CW1's "stepdaughter," UC1, who, unbeknownst to TAYLOR, was an undercover law enforcement officer. TAYLOR directed UC1 to meet her in person outside of the Recorder of Deeds to give her the paperwork for the Oak Park property.

On August 28, 2012, TAYLOR met UC1 outside of the Recorder of Deeds. Because UC1 did not have death certificates for the individuals on the deed, TAYLOR directed UC1 to call her later to arrange to deliver the death certificates.

Later that day, TAYLOR spoke to UC1 over the phone. During the call, TAYLOR told UC1 that CW1 would need to hire an attorney and go through probate court because CW1 was not already on the deed to the Oak Park property. TAYLOR told UC1 that she could help CW1 avoid the Cook County Probate Court, which process, TAYLOR explained, would be more expensive than the fee TAYLOR charged for her assistance. TAYLOR directed UC1 not to tell anyone that the individuals on the deed were deceased.

TAYLOR later met with UC1 in person. During the meeting, TAYLOR explained to UC1 the process to add CW1 to the deed of the Oak Park property. TAYLOR offered and agreed to prepare a false quit claim deed that added CW1 to the deed of the Oak Park property, which property was purportedly owned by three deceased individuals. TAYLOR told UC1 that the property would then appear to be owned by the three deceased individuals and CW1. TAYLOR said that only CW1

would need to sign the deed. TAYLOR reassured UC1 that no one would check, referring to the accuracy of the paperwork. TAYLOR told UC1 that UC1 would then need to take the deed to the Village of Oak Park to get it “stamped.” TAYLOR said that the Village of Oak Park would then provide the UC with a certificate, which UC1 would give to defendant, who would record it at the Recorder of Deeds. TAYLOR said that after the deed posted, UC1 would file the three affidavits with three \$50 checks to the Recorder of Deeds. TAYLOR said that this would officially remove the deceased individuals from the deed, leaving only CW1 as the property owner. TAYLOR told UC1 that the fee for her help was \$200 and that she usually charged \$500. TAYLOR said UC1 should pay her \$200 when UC1 gave her the stamped quitclaim deed.

Prior to her next meeting with UC1, TAYLOR located the property description and deed for the Oak Park property to prepare the false quit claim deed. TAYLOR then prepared a fraudulent quit claim deed that was notarized, dated April 9, 2011, and purported to convey the Oak Park property from Owner A, as grantor, to Owner A, Owner B, Owner C, and CW1, as grantees. TAYLOR also prepared a fraudulent Statement by Grantor and Grantee that was notarized and dated April 9, 2011 but not executed by the Grantor or Grantee.

On or about October 17, 2012, TAYLOR sent UC1 a text message stating, “Hello, ur document r ready, on tomorrow, Thursday[.]”

On or about October 23, 2012, TAYLOR sent UC1 a text message stating, “My fee 200\$ I have every thing for. U.”

On October 23, 2012, TAYLOR met with UC1 and provided UC1 with the fraudulent quit claim deed, the fraudulent Statement by Grantor and Grantee, and the legal description for the Oak Park property. TAYLOR directed UC1 to instruct CW1 to forge the signature of Owner A and to sign CW1's name on the Statement by Grantor and Grantee. TAYLOR then directed UC1 to bring the fraudulent quit claim deed to the Village of Oak park in order to have it stamped and a certificate issued. TAYLOR also instructed UC1 to bring the stamped quit claim deed, certificate, and money orders for the recording fee to TAYLOR to record with the Recorder of Deeds. TAYLOR accepted a \$200 bribe payment from UC1 in exchange for TAYLOR's assistance with preparing the fraudulent quit claim deed and agreeing to record the deed with the Recorder of Deeds.

TAYLOR concealed, misrepresented, and hid, and caused to be concealed, misrepresented and hidden, the existence and purpose of the scheme, and acts done in furtherance of the scheme.

On or about May 7, 2012, at Oak Park, in the Northern District of Illinois, Eastern Division, and elsewhere, TAYLOR, for the purpose of executing the scheme, knowingly caused to be delivered by the Postal Service according to the directions thereon, an envelope addressed to CW1 containing a Deceased Joint Tenancy Affidavit.

Maximum Statutory Penalties

7. Defendant understands that the charge to which she is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which she has pled guilty, in addition to any other penalty imposed.

Sentencing Guidelines Calculations

8. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2015 Guidelines Manual.

b. Offense Level Calculations.

i. The base offense level is 14, pursuant to Guideline § 2C1.1(a)(1), because defendant was a public official.

ii. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for her actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to her ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

c. Criminal History Category. With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. Anticipated Advisory Sentencing Guidelines Range. Therefore, based on the facts now known to the government, the anticipated offense level is 12, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 10 to 16 months' imprisonment, in addition to any supervised release and fine the Court may impose.

e. Defendant and her attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-

binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw her plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw her plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Agreements Relating to Sentencing

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw her guilty plea.

13. The parties further agree, pursuant to Title 18, United States Code, Section 3583(d), that the sentence to be imposed by the Court shall include, as a condition of any term of supervised release or probation imposed in this case, a requirement that defendant repay the United States \$200 as compensation for government funds that defendant received during the investigation of the case.

14. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

15. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

16. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 15 CR 568.

17. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

Waiver of Rights

18. Defendant understands that by pleading guilty she surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against her, and if she does, she would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and her attorney would participate in choosing the jury by requesting that the Court remove

prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict her unless, after hearing all the evidence, it was persuaded of her guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and her attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in her own behalf. If the witnesses for defendant would not appear voluntarily, she could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that she could decline to testify, and no inference of guilt could be drawn from her refusal to testify. If defendant desired to do so, she could testify in her own behalf.

b. **Appellate rights.** Defendant further understands she is waiving all appellate issues that might have been available if she had exercised her right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

19. Defendant understands that by pleading guilty she is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to her, and the consequences of her waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

20. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against her, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

21. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to

and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of her financial circumstances, including her recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of her sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

22. For the purpose of monitoring defendant's compliance with her obligations to pay a fine during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

23. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine for which defendant is liable, including providing

financial statements and supporting records as requested by the United States Attorney's Office.

24. Defendant understands that, if convicted, 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.

Conclusion

25. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

26. Defendant understands that her compliance with each part of this Agreement extends throughout the period of her sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event she violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph,

notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

27. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

28. Defendant and her attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

29. Defendant acknowledges that she has read this Agreement and carefully reviewed each provision with her attorney. Defendant further acknowledges that she understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: _____

ZACHARY T. FARDON
United States Attorney

REGINA TAYLOR
Defendant

MEGAN CUNNIFF CHURCH
Assistant U.S. Attorney

JOHN F. MURPHY
Attorney for Defendant