

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FILED
UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

JUL 9 2019

MITCHELL R. ELFERS
CLERK

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 SHARON A. MOORE,)
)
 Defendant.)

Cr. No. 17-01836-MV

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C), Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney for the District of New Mexico, the Defendant, SHARON A. MOORE, and the Defendant's counsel, Jason Bowles, Esq.:

REPRESENTATION BY COUNSEL

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

RIGHTS OF THE DEFENDANT

2. The Defendant further understands the Defendant's rights:
- a. to plead not guilty, or having already so pleaded, to persist in that plea;
 - b. to have a trial by jury; and
 - c. at a trial:
 - 1) to confront and cross-examine adverse witnesses,
 - 2) to be protected from compelled self-incrimination,

- 3) to testify and present evidence on the Defendant's own behalf, and
- 4) to compel the attendance of witnesses for the defense.

WAIVER OF RIGHTS AND PLEA OF GUILTY

3. The Defendant agrees to waive these rights and to plead guilty to the following counts of the superseding indictment:

- a. Count 1, charging a violation of 18 U.S.C. § 371, that being Conspiracy;
- b. Counts 2 through 11, charging violations of 18 U.S.C. § 1341, that being Mail Fraud;
- c. Count 13, charging a violation of 18 U.S.C. § 1028A, that being Aggravated Identity Theft;
- d. Counts 24 through 32, charging violations of 18 U.S.C. § 1957, that being Money Laundering; and
- e. Count 33, charging a violation of 18 U.S.C. § 1956(h), that being Conspiracy to Commit Money Laundering.

SENTENCING

4. The Defendant understands that the minimum and maximum penalties provided by law for each offense is:

- a. As to Count 1, imprisonment for a period of not more than five years; a fine not to exceed the greater of \$250,000 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim; a term of supervised release of not more than 3 years to follow any term of imprisonment (if the Defendant serves a term of imprisonment, is then released on supervised

release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release); a mandatory special penalty assessment of \$100.00; and restitution as may be ordered by the Court;

- b. As to Counts 2 through 11, imprisonment for a period of not more than 20 years; a fine not to exceed the greater of \$250,000 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim; a term of supervised release of not more than 3 years to follow any term of imprisonment (if the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release); a mandatory special penalty assessment of \$100.00; and restitution as may be ordered by the Court;
- c. As to Count 13, imprisonment for a period of not less than nor more than 2 years, to be served consecutively to any sentence imposed pursuant to Counts 2 through 11; a fine not to exceed the greater of \$250,000 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim; a term of supervised release of not more than 1 year to follow any term of

imprisonment (if the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release); a mandatory special penalty assessment of \$100.00; and restitution as may be ordered by the Court;

- d. As to Counts 24 through 32, imprisonment for a period of not more than 10 years; a fine not to exceed the greater of \$250,000 or twice the amount of criminally derived property involved in the transaction; a term of supervised release of not more than 3 years to follow any term of imprisonment (if the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release); a mandatory special penalty assessment of \$100.00; and restitution as may be ordered by the Court;
- e. As to Count 33, imprisonment for a period of not more than 10 years; a fine not to exceed the greater of \$250,000 or twice the amount of criminally derived property involved in the transaction; a term of supervised release of not more than 3 years to follow any term of

imprisonment (if the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release); a mandatory special penalty assessment of \$100.00; and restitution as may be ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory, and that the Court is required to consider them in determining the sentence it imposes.

6. The parties are aware that the Court will decide whether to accept or reject this plea agreement. The Court may defer its decision as to acceptance or rejection until there has been an opportunity to consider the presentence report. Pursuant to Federal Rule of Criminal Procedure 11(c)(5), if the Court rejects this plea agreement, the defendant shall have the right to withdraw the defendant's plea of guilty.

7. Regardless of any other provision in this agreement, the United States reserves the right to provide to the United States Pretrial Services and Probation Office and to the Court any information the United States believes may be helpful to the Court, including but not limited to information about the recommendations contained in this agreement and any relevant conduct under U.S.S.G. § 1B1.3.

ELEMENTS OF THE OFFENSE

8. If this matter proceeded to trial, the Defendant understands that the United States would be required to prove, beyond a reasonable doubt, the following elements for violations of the charges listed below:

Count 1: 18 U.S.C. § 371, that being Conspiracy:

- First:* the defendant agreed with at least one other person to violate the law; or in the alternative, the defendant agreed with at least one other person to defraud the United States, which means to cheat the United States government or any of its agencies out of money or property;
- Second:* one of the conspirators engaged in at least one overt act furthering the conspiracy's objective;
- Third:* the defendant knew the essential objective of the conspiracy;
- Fourth:* the defendant knowingly and voluntarily participated; and
- Fifth:* there was interdependence among the members of the conspiracy.

Counts 2 through 11: 18 U.S.C. § 1341, that being Mail Fraud:

- First:* the defendant devised or intended to devise a scheme to defraud and to obtain money and property by means of false or fraudulent pretenses, representations or promises;
- Second:* the defendant acted with specific intent to defraud and to obtain money and property by false or fraudulent pretenses, representations or promises;
- Third:* the defendant mailed something or caused another person to mail something through the United States Postal Service or commercial interstate carrier for the purpose of carrying out the scheme; and
- Fourth:* the scheme employed false or fraudulent pretenses, representations, or promises that were material.

Count 13: 18 U.S.C. § 1028A, that being Aggravated Identity Theft:

- First:* the defendant knowingly used without legal authority a means of identification of another person;

- Second:* the defendant knew that the means of identification belonged to a real person; and
- Third:* the defendant did so during and in relation to another specified felony violation, here being Mail Fraud.

Counts 24 through 32: 18 U.S.C. § 1957, that being Money Laundering:

- First:* the defendant knowingly engaged or attempted to engage in a monetary transaction;
- Second:* the defendant knew the transaction involved criminally derived property;
- Third:* the property had a value greater than \$10,000; and
- Fourth:* the property was, in fact, derived from Mail Fraud, a specified unlawful activity; and
- Fifth:* the transaction occurred in the United States.

Count 33: 18 U.S.C. § 1956(h), that being Conspiracy to Commit Money Laundering:

- First:* the defendant agreed with at least one other person to violate 18 U.S.C. § 1956 or 18 U.S.C. § 1957;
- Second:* the defendant knew the essential objective of the conspiracy;
- Third:* the defendant knowingly and voluntarily participated; and
- Fourth:* there was interdependence among the members of the conspiracy.

DEFENDANT'S ADMISSION OF FACTS

9. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offense(s) to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I chose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offense(s) to which I am pleading guilty beyond a reasonable doubt, including any facts alleged in the superseding indictment that increase the

statutory minimum or maximum penalties. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

- a. At all times relevant to this recitation, I was 5% owner of Ayudando Guardians, Inc.; Ayudando Guardians, LLC; Ayudando Advocacy, Inc.; Ayudando Alpha, Inc.; and Ayudando Enterprises, Ltd., collectively "Ayudando." I operated the business in conjunction with SUSAN K. HARRIS. I was the Chief Financial Officer and the day-to-day business manager for Ayudando and its operations.
- b. Ayudando provided guardianship, fiduciary, representative payee and trustee services to hundreds of clients who needed or wanted assistance managing their financial or day-to-day affairs. Ayudando received benefit payments from the Department of Veterans Affairs (VA) and Social Security Administration (SSA) on behalf of many of its clients. That is, Ayudando received government benefits payments on behalf of many of its clients, paid the clients' expenses, and was supposed to maintain the balance for the benefit of the clients.
- c. Instead, from at least 2010 until July 2017, SUSAN K. HARRIS and I conspired to operate the business in a manner that enabled us to extract client money, use the money for the benefit of ourselves and our families, and conceal our crimes.
- d. On a regular basis, I would transfer money from client accounts to a

commingled account known as our “client reimbursement” or, later, “petty cash” account, without a valid client-based justification for making the transfer.

- e. SUSAN K. HARRIS and I wrote or endorsed numerous checks out of the client reimbursement and petty cash accounts to ourselves, to cash, to family members, and to other payees for the benefit of ourselves or our family members, as described in Count 1 of the superseding indictment. As CFO, I was aware of the checks SUSAN K. HARRIS wrote against Ayudando accounts.
- f. Each month from at least 2010 until June 2017, I wrote a check in excess of \$10,000 from the client reimbursement or petty cash account, constituting criminally derived property, to American Express, through a financial institution and affecting interstate commerce, to pay the balance on an Ayudando American Express credit card account for which SUSAN K. HARRIS, WILLIAM S. HARRIS, CRAIG M. YOUNG, and I each held cards and used to make personal purchases. Each of the transactions listed in Counts 24 through 32 of the Superseding Indictment are examples of this pattern.
- g. Ayudando had to submit annual reports to VA for each of its VA fiduciary clients. VA required monthly bank statements in support of those reports. I falsified the bank statements and annual reports that I mailed to VA on a regular basis in order to conceal the theft of money from those accounts.

I admit that the mailings described in Counts 2 through 11 of the Superseding Indictment constituted executions of the scheme and conspiracy to fraudulently obtain client money. I admit that each of those executions of our fraudulent scheme involved the unlawful use of our fiduciary clients' means of identification, as described in Counts 12 through 21 of the Superseding Indictment.

10. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crime(s) to which the Defendant is pleading guilty. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

RECOMMENDATIONS

11. The United States and the Defendant recommend as follows:

- a. The Defendant and the United States have made an AGREEMENT pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), that a specific sentence of not more than 20 years imprisonment is the appropriate disposition in this case. This agreement takes into account the Defendant's acceptance of responsibility, with no further reduction to occur. The remaining components of the Defendant's sentence, including but not limited to any fine or restitution and the length and conditions of supervised release, shall be imposed by the Court after the presentation of evidence and/or argument by the parties.

- b. If the Court accepts the plea agreement, it must inform the Defendant that the agreed upon disposition will be included in the judgment, and the Court is bound by the terms of the plea agreement once the Court accepts the plea agreement.

DEFENDANT'S ADDITIONAL AGREEMENT

12. The Defendant understands the Defendant's obligation to provide the United States Pretrial Services and Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

13. Except under circumstances where the Court, acting on its own, rejects this plea agreement, the Defendant agrees that, upon the Defendant's signing of this plea agreement, the facts that the Defendant has admitted under this plea agreement as set forth above, as well as any facts to which the Defendant admits in open court at the Defendant's plea hearing, shall be admissible against the Defendant under Federal Rule of Evidence 801(d)(2)(A) in any subsequent proceeding, including a criminal trial, and the Defendant expressly waives the Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to the facts the Defendant admits in conjunction with this plea agreement.

14. By signing this plea agreement, the defendant waives the right to withdraw the defendant's plea of guilty pursuant to Federal Rule of Criminal Procedure 11(d) unless (1) the court rejects the plea agreement pursuant to Federal Rule of Criminal Procedure 11(c)(5) or (2) the defendant can show a fair and just reason as those terms are used in Rule 11(d)(2)(B) for requesting the withdrawal. Furthermore, defendant understands that if the court rejects the plea

agreement, whether or not defendant withdraws the guilty plea, the United States is relieved of any obligation it had under the agreement and defendant shall be subject to prosecution for any federal, state, or local crime(s) which this agreement otherwise anticipated would be dismissed or not prosecuted.

RESTITUTION

15. The parties agree that, as part of the Defendant's sentence, the Court will enter an order of restitution pursuant to the Mandatory Victim's Restitution Act, 18 U.S.C. § 3663A. The Defendant agrees and acknowledges that, as part of the Defendant's sentence, the Court is not limited to ordering restitution only for the amount involved in the particular offense or offenses to which the Defendant is entering a plea of guilty, but may and should order restitution resulting from all of the Defendant's criminal conduct related to this case.

16. The Defendant agrees to cooperate fully with the United States Attorney's Office by making a full and complete financial disclosure. Within 21 days of executing this agreement, the Defendant agrees to complete and sign a financial disclosure statement or affidavit disclosing all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party, and disclosing any transfer of assets that has taken place within three years preceding the entry of this plea agreement. The Defendant will submit to an examination if requested, which may be taken under oath. The Defendant will not encumber, transfer, or dispose of any monies, property, or assets under the Defendant's custody or control without written approval from the United States Attorney's Office. If the Defendant is ever incarcerated in connection with this case, the Defendant will participate in the Bureau of Prisons Inmate Financial Responsibility Program,

regardless of whether the Court specifically directs participation or imposes a schedule of payments. If the Defendant fails to make the required financial disclosure or conceals, dissipates, or transfers assets without prior approval, the United States, in its discretion, may withdraw from this agreement or withdraw the recommendation that Defendant receive a base offense level reduction for acceptance of responsibility under USSG § 3E1.1.

17. In this case, the Defendant agrees to pay restitution in a total principal amount to be determined by the Court, for which the Defendant may be responsible jointly and severally with her co-defendants, which is payable to the United States District Court Clerk, which will become due in full immediately upon entry of the restitution order. No later than July 1 of each year after sentencing, until restitution is paid in full, the Defendant shall provide the Asset Recovery Unit, United States Attorney's Office, P.O. Box 607, Albuquerque, New Mexico 87103, (1) a completed and signed financial statement provided to the Defendant by the United States Attorney's Office and/or the United States Probation Office and (2) a copy of the Defendant's most recent tax returns.

FORFEITURE

18. The Defendant agrees to forfeit, and hereby forfeits, whatever interest the Defendant may have in any asset derived from or used in the commission of the offense(s) in this case. The Defendant agrees to cooperate fully in helping the United States (a) to locate and identify any such assets and (b) to the extent possible, to obtain possession and/or ownership of all or part of any such assets. The Defendant further agrees to cooperate fully in helping the United States locate, identify, and obtain possession and/or ownership of any other assets about

which the Defendant may have knowledge that were derived from or used in the commission of offenses committed by other persons.

19. The Defendant agrees to the imposition of a money judgment against the Defendant in an amount to be determined by the Court, representing a portion of the net profit the Defendant derived from the offenses charged in Counts 2 through 11 of the indictment, this amount being due at the time of the Defendant's sentencing.

20. The Defendant voluntarily and immediately agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following specific assets and properties:

- a. All interest in and assets of, and any and all funds in accounts owned, held, controlled, maintained or held in trust for third parties by, the following:

AYUDANDO ADVOCACY, INC.
AYUDANDO ALPHA, INC.
AYUDANDO ENTERPRISES, LTD.
AYUDANDO GUARDIANS LLC
AYUDANDO GUARDIANS, INC.
- b. 9205 Preston Trail NE, Albuquerque NM
Lot numbered Nineteen (19), of Cypress Point at Tanoan Subdivision, as the same is shown and designated on the plat entitled, "Subdivision Map for Cypress Point at Tanoan Subdivision, Albuquerque, New Mexico", filed in the office of the County Clerk of Bernalillo County, New Mexico on June 12, 1987, in Plat Book C33, Folio 181.
- c. 635 Minaret Dr. SW, Albuquerque NM 87121
Lot numbered Thirty-nine-P1 (39-P1) of the Plat for SAN YGNACIO PLACE, within the Town of Atrisco Grant, projected Section 28, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 16, 2002, in Plat Book 2002C, page 171.
- d. A 2018 K-Z RV DURANGO GOLD 5TH WHEEL

VIN: 4EZFV3823J6057874

- e. A 2014 Jeep Wrangler
VIN: 1C4BJWEG2EL233799
- f. A 2014 Subaru WRX
VIN: JF1VA2M69H9806803

21. The Defendant agrees to fully assist the United States in the forfeiture of the above-described property and to take whatever steps are necessary to pass clear title to the United States, including but not limited to execution of any documents necessary to transfer the Defendant's interest in the above-described property to the United States.

22. The Defendant agrees to waive the right to notice of any forfeiture proceeding involving the above-described property.

23. The Defendant knowingly and voluntarily waives the right to a jury trial on the forfeiture of the above-described property. The Defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of said property in any proceeding. The Defendant agrees to waive any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of said property by the United States or any State or its subdivisions.

WAIVER OF APPEAL RIGHTS

24. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford a defendant the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's conviction(s) and any sentence, including any fine, imposed in conformity with this Fed. R. Crim. P. 11(c)(1)(C) plea agreement,

as well as any order of restitution entered by the Court. The Defendant also waives the right to appeal any sentence imposed below or within the Guideline range upon a revocation of supervised release in this cause number. In addition, the Defendant agrees to waive any collateral attack to the Defendant's conviction(s) and any sentence, including any fine, pursuant to 28 U.S.C. §§ 2241 or 2255, or any other extraordinary writ, except on the issue of defense counsel's ineffective assistance.

GOVERNMENT'S ADDITIONAL AGREEMENT

25. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that:

- a. Following sentencing, the United States will move to dismiss Counts 12 and 14 through 23 of the Superseding Indictment as to the Defendant.
- b. The United States will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present indictment.

26. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or prosecuting authorities.

VOLUNTARY PLEA

27. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement and any addenda). The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

VIOLATION OF PLEA AGREEMENT

28. The Defendant agrees that if the Defendant violates any provision of this agreement, the United States may declare this agreement null and void, and the Defendant will thereafter be subject to prosecution for any criminal violation, including but not limited to any crime(s) or offense(s) contained in or related to the charges in this case, as well as perjury, false statement, obstruction of justice, and any other crime committed by the Defendant during this prosecution.

SPECIAL ASSESSMENT

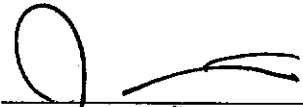
29. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$2,200 in payment of the special penalty assessment described above.

ENTIRETY OF AGREEMENT

30. This document and any addenda are a complete statement of the agreement in this case and may not be altered unless done so in writing and signed by all parties. This agreement is effective upon signature by the Defendant and an Assistant United States Attorney.

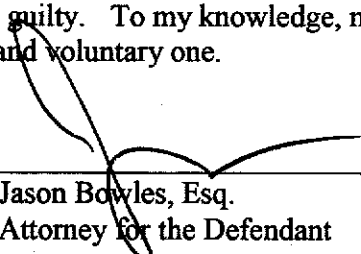
AGREED TO AND SIGNED this 9 day of July, 2019.

JOHN C. ANDERSON
United States Attorney



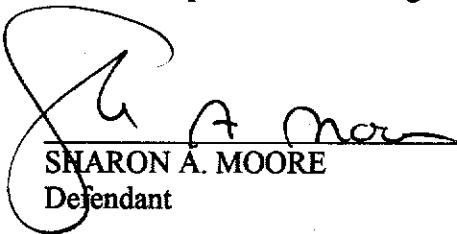
JEREMY PEÑA
Assistant United States Attorney
Post Office Box 607
Albuquerque, New Mexico 87102
(505) 346-7274

I have carefully discussed every part of this agreement with my client. Further, I have fully advised my client of my client's rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. In addition, I have explained to my client the elements to each offense to which she/he is pleading guilty. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.



Jason Bowles, Esq.
Attorney for the Defendant

I have carefully discussed every part of this agreement with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement.



SHARON A. MOORE
Defendant