STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF MORTGAGE LENDING

* * *

In re:

Viclouris Quinonez,

Respondent.

FINAL ORDER

The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "Division"), having served the Respondent, Viclouris Quinonez, (hereinafter, "Respondent") on May 25, 2010, with its Notice of Intent to Revoke Mortgage Agent License and Notice of Right to Request Hearing, attached hereto as Exhibit "1" and incorporated herein by reference, which notified Respondent that a final order would issue in this matter unless, within twenty (20) days of entry and receipt of said Order, Respondent requested a hearing to contest the charges against it, with said request to be made in writing, and;

Said Order having been sent to Respondent via certified mail and regular mail on May 26, 2010, and;

Respondent having failed to request a hearing in this matter, and good cause appearing:

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IT IS HEREBY ORDERED that, pursuant to NRS 645B.670 and NRS 645B.750, Respondent's mortgage agent license in the State of Nevada is **REVOKED**.

Dated this _____ day of June, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]

Nancy J. Corbin, Deputy Commissioner
for Commissioner
Joseph L. Waltock

EXHIBIT “1”

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF MORTGAGE LENDING

In re:

Viclouris Quinonez,

Respondent.

NOTICE OF INTENT TO REVOKE MORTGAGE AGENT LICENSE AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of mortgage brokers, mortgage bankers and escrow agencies in the State of Nevada is governed by Chapter 645B, Chapter 645E and Chapter 645A of the Nevada Revised Statutes (hereinafter "NRS"), respectively, and the regulations promulgated thereunder. The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over mortgage brokers, mortgage bankers and escrow agencies pursuant to these chapters. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

FACTUAL ALLEGATIONS

1. On approximately March 5, 2002, Viclouris Quinonez (hereinafter "Respondent") was issued a mortgage agent license (License No. 7446) by the Division pursuant to Chapter 645B of NRS. The Division currently classifies Respondent's license as "cancelled" due to a failure to renew. All factual allegations herein occurred while Respondent held an active mortgage agent license.

2. Based upon information and belief, and at all relevant times herein mentioned,

Respondent was affiliated with, or employed by, Mortgage 2000, a mortgage broker with an office located at 5430 W. Sahara Avenue, First Floor, Las Vegas, Nevada 89146, as a licensed mortgage agent.

3. On or about February 11, 2009, probation officer SC with the Nevada Division of Parole and Probation called the Division and indicated, among other things, that:

a. On February 8, 2009, Respondent pled guilty and was convicted of bank fraud, in U.S. District Court, District of Nevada;

b. Bank fraud was and is a crime involving fraud, misrepresentation or moral turpitude;

c. As part of the judgment entered against Respondent in District Court, Respondent was put on probation; and

d. Respondent's probation terms included a special condition that Respondent not engage in employment, consulting, or any association with any mortgage business without Respondent first notifying her probation officer and making third party notification to Respondent's employer through her probation officer.

4. Pursuant to NRS 645B.060(2)(c), the Division is charged with conducting "...such investigations as may be necessary to determine whether any person has violated any provision of this chapter, a regulation adopted pursuant to this chapter...or an order of the Commissioner."

5. Pursuant to NRS 645B.060(2)(e), the Division is further charged with conducting "...such other investigations, periodic or special audits, investigations and hearings as may be necessary and proper for the efficient administration of the laws of this State regarding mortgage brokers and mortgage agents..."

6. After receiving the above-referenced information, the Division conducted an investigation of the allegations in question which revealed, among other things, that:

a. At all relevant times herein mentioned, Respondent was affiliated with, or

employed by, Mortgage 2000, as a licensed mortgage agent;

b. At all relevant times herein mentioned, Countrywide Home Loans was and is a financial institution insured by the Federal Deposit Insurance Corporation;

c. On or about August 2005, Respondent submitted an application and related documentation (hereinafter "August 2005 Loan Application") to Countrywide Home Loans for a home mortgage loan secured by the property located at 8303 Black Opal Street, Las Vegas, Nevada (hereinafter the "Property");

d. The August 2005 Loan Application contained materially false and fraudulent information about the applicant's employment and income;

e. Respondent knew that the information regarding applicant's employment and income was false and fraudulent;

f. As a result of Respondent's fraud, a mortgage loan secured by the Property was issued; this loan subsequently went into default, resulting in a loss of approximately $120,000 to $200,000;

g. The above-described conduct illustrates that Respondent knowingly executed and attempted to execute a scheme and artifice to defraud a financial institution and to obtain money, funds, assets, and property owned by and under the custody and control of a financial institution by means of false and fraudulent pretenses, representations, and promises;

h. As a result of the above-mentioned conduct, on August 31, 2009, Respondent pled guilty to Bank Fraud, in violation of Title 18, Section 1344 ("18 U.S.C. 1344"), of the United States Code, as evidenced by the "United States District Court for the District of Nevada Plea Memorandum, U.S.A. vs. Quinonez, Case No. 2:09-cr-316," dated July 31, 2009 and filed August 31, 2009 (a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by reference as though set forth in full);

i. As a result of this plea agreement, Respondent was, among other things, placed on probation;

j. One of the special conditions of Respondent's probation and/or supervision, as evidenced by the "Judgment in a Criminal Case, Case No. 2:09-cr-316," dated February 10, 2010 (a true and correct copy of which is attached hereto as **Exhibit B** and incorporated herein by reference as though set forth in full) requires that Respondent "shall not engage in employment, consulting, or any association with any mortgage business without Respondent first notifying the probation officer and making third party notification to Respondent's employer through the probation officer.

7. In 2007, the Division previously disciplined Respondent for similar conduct, in that:

a. While working with both Mortgage 2000 and AJ Capital Mortgage, respectively, Respondent originated loans on two properties, respectively, and submitted the borrowers' loan applications, respectively, without ever having met either of the borrowers, as evidenced by Respondent's admissions in a Stipulated Settlement Agreement (hereinafter "Agreement") with the Division, dated February 5, 2007 (a true and correct copy of which is attached hereto as **Exhibit C** and incorporated herein by reference as though set forth in full);

b. Respondent ultimately received commissions for both of these loans;

c. The above-referenced conduct constitutes multiple violations of NRS 645B.900 and NRS 645B.670;

d. As a result of the Division's investigation of and subsequent findings regarding the above-referenced conduct, Respondent entered into the Agreement; and

e. Respondent's mortgage agent license was suspended for a period of three (3) months following the February 5, 2007 execution of the Agreement.

8. Pursuant to NRS 645B.670, "[f]or each violation committed by a mortgage agent, the Commissioner may impose upon the mortgage agent an administrative fine of not more than $25,000 may suspend, revoke or place conditions upon the mortgage agent's license, or may do both, if the mortgage agent, whether or not acting as such...[h]as been convicted of, or entered a plea of guilty or nolo contendere to, a felony in a domestic, foreign or military court within the 7 years immediately preceding the date of the application, or at any time if such felony involved an act of fraud, dishonesty or a breach of trust, or money laundering." *See* NRS 645B.670(3)(e).

VIOLATIONS OF LAW

After investigating this matter, the Division determined that:

1. On February 10, 2010, a Judgment in a Criminal Case, U.S.A. vs. Quinonez, Case No. 2:09-cr-316" (Exhibit B) was entered as a result of Respondent Quinonez' entry of a guilty plea to the felony crime of bank fraud, in violation of 18 U.S.C. 1344;

2. The above-referenced plea and subsequent conviction is a result of Respondent's knowing execution and attempted execution of a scheme and artifice to defraud a financial institution and to obtain money, funds, assets, and property owned by and under the custody and control of a financial institution by means of false and fraudulent pretenses, representations, and promises

3. As a result, Respondent was convicted of, or entered a plea of guilty or nolo contendere to, a felony involving an act of fraud, dishonesty or a breach of trust, or money laundering, which constitutes a violation of NRS 645B.670(3)(e).

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to NRS 645B.750, that upon written application to the Division within **twenty (20) days** of the date of this Order, Respondent shall be entitled to a hearing with regards to the

contents of this Order referenced hereafter. At that hearing the Division will seek to:

Revoke Respondent's mortgage agent license for Respondent's multiple violations of NRS 645B.0147 and NRS 645B.670;

Should Respondent not request a hearing within **twenty (20) days** of the date of this Order, the Division will enter a Final Order in this matter against Respondent, as required by NRS 645B.750(2).

Dated this 25th day of May, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]
Joseph L. Waltuch, Commissioner

EXHIBIT “A”

GREGORY A. BROWER
United States Attorney
JEFFREY T. TAO
Assistant United States Attorney
333 Las Vegas Boulevard South
Suite 5000
Las Vegas, Nevada 89101
(702) 388-6336

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

-oOo-

UNITED STATES OF AMERICA, Plaintiff, vs VICLOURIS QUINONEZ, Defendant.	CASE NO. 2:09-cr-316 PMP LRL **PLEA MEMORANDUM**

The United States of America, by and through Gregory A. Brower, United States Attorney, and Jeffrey T. Tao, Assistant United States Attorney, the defendant, Viclouris Quinonez, and the defendant's attorney, Frank Cremen, submit this plea memorandum.

I. PLEA AGREEMENT

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

A. The Plea

Defendant will plead guilty to the one count information, charging her with Bank Fraud, in violation of Title 18, United States Code, Section 1344. Defendant also agrees to the Forfeiture Allegation of the Criminal Information.

. . .

. . .

B. Additional Charges

The United States will bring no additional charge or charges against Defendant arising out of the investigation in the District of Nevada that culminated in this Plea Memorandum.

C. Sentencing Guideline Calculations

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

The parties agree that the following calculations of the United States Sentencing Guidelines apply:

1. The Base Offense Level is seven (7), (U.S.S.G. § 2B1.1(a)(1)); and

2. A ten (10) level upward adjustment applies because the loss from the offense was more than $120,000, but less than $200,000. (U.S.S.G. § 2B1.1(b)(1)(F));

3. If co-defendant Sean Smith pleads guilty on related charges, the parties agree that a 2-level group plea downward adjustment will apply. See United States v. Caro, 997 F. 2d 657 (9th Cir. 1993).

4. Pursuant to U.S.S.G. §3E1.1(a), the United States will recommend that defendant receive a two (2) level adjustment for acceptance of responsibility unless defendant (a) fails to make a complete factual basis for the guilty plea at the time it is entered; (b) is untruthful with the Court or probation officers; (c) denies involvement in the offense or provides conflicting statements regarding defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal conduct; (f) fails to appear in court; or (g) violates the conditions of defendant's pretrial release conditions.

5. If the defendant's offense level is level 16 or greater prior an adjustment for acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole

discretion, make a motion for an additional one-level adjustment for acceptance of responsibility prior to sentencing if the defendant timely notifies the United States of his intention to plead guilty, thereby permitting the United States to avoid preparing for trial and allowing for the efficient allocation of resources.

6. The defendant's Criminal History Category will be determined by the court.

D. Other Sentencing Matters

1. The United States will recommend that the defendant be sentenced to the low end of the Guideline range unless the defendant commits any of the acts that could result in a loss of the downward adjustment for acceptance of responsibility.

2. The parties agree that the Guideline calculations are based on information now known and could change upon investigation by the United States Probation Office. It is possible that factors unknown or unforeseen by the parties to the plea agreement may be considered in determining the offense level, specific offense characteristics, and other related factors. In that event, the defendant will not withdraw the defendant's plea of guilty. Both defendant and the United States are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the court, and (b) correct any and all factual misstatements relating to the calculation of the sentence.

3. The stipulations in this agreement do not bind either the United States Probation Office or the Court. Both defendant and the United States are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the court, and (b) correct any and all factual misstatements relating to the calculation of the sentence.

E. Fines and Special Assessment

1. Defendant agrees that the Court may impose a fine due and payable immediately upon sentencing.

2. Defendant will pay the special assessment of $100 per count of conviction at the time of sentencing.

F. Restitution

Defendant agrees to make full restitution in an amount to be determined by the Court, which defendant agrees shall include all relevant conduct as determined by the Court. In return for Defendant agreeing to make restitution for relevant conduct, the United States agrees not to bring charges against Defendant for the conduct giving rise to the relevant conduct. Defendant understands that any restitution imposed by the Court may not be discharged in whole or in part in any present or future bankruptcy proceeding.

G. Forfeiture

1. Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the $200,000.00 in United States Currency ("property").

2. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property to the United States.

3. Defendant knowingly and voluntarily agrees to relinquish all right, title, and interest in the property.

4. Defendant knowingly and voluntarily agrees to waive her right to any abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture proceedings ("proceedings") of the property.

5. Defendant knowingly and voluntarily agrees to waive service of process of any and all documents filed in this action or any proceedings concerning the property arising from the facts and circumstances of this case.

6. Defendant knowingly and voluntarily agrees to waive any further notice to her, her agents, or her attorney regarding the abandonment or the forfeiture and disposition of the property.

7. Defendant knowingly and voluntarily agrees not to file any claim, answer, petition, or other documents in any proceedings concerning the property.

. . .

8. Defendant knowingly and voluntarily agrees to waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due process requirements of any abandonment proceeding or any forfeiture proceeding concerning the property.

9. Defendant knowingly and voluntarily agrees to waive her right to a jury trial on the forfeiture of the property.

10. Defendant knowingly and voluntarily agrees to waive (a) all constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United States Constitution, including, but not limited to, any claim or defense of excessive fine in any proceedings concerning the property.

11. Defendant knowingly and voluntarily agrees to the entry of an Order of Forfeiture of the property to the United States.

12. Defendant knowingly and voluntarily agrees and understands the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property shall not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the abandonment or the forfeiture.

H. <u>Waiver of Appeal</u>

In exchange for the concessions made by the United States in this plea agreement, the defendant knowingly and expressly waives the right to appeal any sentence that is imposed within the applicable Sentencing Guideline range as calculated by the Court, further waives the right to appeal the manner in which that sentence was determined on the grounds set forth in Title 18, United States Code, Section 3742, and further waives the right to appeal any other aspect of the conviction or sentence, including any order of restitution. The defendant reserves only the right to

. . .

appeal any portion of the sentence that is an upward departure from the applicable Sentencing Guideline range calculated by the Court.

Notwithstanding the stipulations in this agreement, the parties are free to argue on appeal and collateral review that the Court's sentencing guidelines calculations are not error. However, each party agrees to maintain its view that the calculation in paragraph I.C. are consistent with the facts of this case.

I. Additional Promises, Agreements, and Conditions

1. In exchange for the United States entering into this agreement, Defendant agrees that (a) the facts set forth in Section IV of this Plea Agreement shall be admissible against Defendant under Fed. R. Evidence. 801(d)(2)(A) in the following circumstances: (1) for any purpose at sentencing; and (2) in any subsequent proceeding, including a trial in the event Defendant does not plead guilty or withdraws Defendant's guilty plea, to impeach or rebut any evidence, argument or representation offered by or on Defendant's behalf; and (b) Defendant expressly waives any and all rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in Section IV of the Plea Agreement to the extent set forth above.

2. The parties agree that no promises, agreements, and conditions have been entered into other than those set forth in this plea memorandum, and will not be entered into unless in writing and signed by all parties.

J. Limitations

This Plea Agreement is limited to the United States Attorney's Office for the District of Nevada and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authority. But, this Plea Memorandum does not prohibit the United States through any agency thereof, the United States Attorney's office for the District of Nevada, or any third party from initiating or prosecuting any civil proceeding directly or indirectly involving defendant, including but not limited to, proceedings under the False Claims Act relating to potential civil monetary liability or by the Internal Revenue Service relating to potential tax liability.

b. The truthfulness, completeness, and reliability of any information or testimony provided by Defendant;

c. The nature and extent of Defendant's assistance;

d. Any injury suffered, or any danger or risk of injury to Defendant or Defendant's family resulting from Defendant's assistance; and

e. The timeliness of Defendant's assistance.

5. Defendant agrees that in the event the United States files a downward departure motion based upon Defendant's substantial assistance, the United States reserves the right to make a specific recommendation to the Court regarding the extent of such a departure. Defendant understands and agrees that the final decision as to how much of a departure, if any, is warranted rests solely with the Court.

6. Defendant agrees that if the United States determines that Defendant has not provided full and truthful cooperation, or has committed any federal, state or local crime between the date of this agreement and defendant's sentencing, or has otherwise violated any provision of this agreement, then (a) the agreement and any of its obligations hereunder may be voided by the United States in its sole discretion, (b) defendant may not withdraw the guilty plea, and (c) Defendant shall be subject to prosecution for all federal criminal offenses of which the United States has knowledge, including but not limited to, perjury and obstruction of justice. Any such prosecution may be based upon any information provided by Defendant or leads derived therefrom.

II. PENALTY

1. The maximum penalty for violating Title 18, United States Code, Section 1344, is imprisonment for not more than 30 years, a fine of not more than $1,000,000, or both.

2. Defendant is subject to supervised release for a term not exceeding five years.

Supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be

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

GREGORY A. BROWER
United States Attorney

7-31-09
DATED

[redacted]
JEFFREY T. TAO
Assistant United States Attorney

7-31-09
DATED

[redacted]
VICLOURIS QUIÑONEZ
Defendant

7-31-09
DATED

[redacted]
~~FRANK CREMEN~~
Counsel for Defendant
MICHAEL J AMADOR

EXHIBIT "B"

AO 245B (Rev. 09/08) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

_____ District of Nevada

UNITED STATES OF AMERICA
v.
VICLOURIS QUINONEZ

JUDGMENT IN A CRIMINAL CASE

Case Number: 2:09-CR-316-PMP-LRL

USM Number: 44233-048

Michael J. Amador
Defendant's Attorney

THE DEFENDANT:

X pleaded guilty to count(s) ONE OF THE INFORMATION

☐ pleaded nolo contendere to count(s) _____ which was accepted by the court.

☐ was found guilty on count(s) _____ after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 USC 1344	Bank Fraud	8/2005	1

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) _____ ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

2/8/2010
Date of Imposition of Judgment

[redacted]
Signature of Judge

PHILIP M. PRO, UNITED STATES DISTRICT JUDGE
Name and Title of Judge

February 10, 2010
Date

DEFENDANT: VICLOURIS QUINONEZ
CASE NUMBER: 2:09-CR-316-PMP-LRL

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

TIME SERVED

☐ The court makes the following recommendations to the Bureau of Prisons:

☐ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at _____ ☐ a.m. ☐ p.m. on _____.

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on _____.

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

a _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: VICLOURIS QUINONEZ
CASE NUMBER: 2:09-CR-316-PMP-LRL

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of :

FOUR (4) YEARS

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court, not to exceed 104 tests annually. Revocation is mandatory for refusal to comply.

☐ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. *(Check, if applicable.)*

X The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. *(Check, if applicable.)*

X The defendant shall cooperate in the collection of DNA as directed by the probation officer. *(Check, if applicable.)*

☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. *(Check, if applicable.)*

☐ The defendant shall participate in an approved program for domestic violence. *(Check, if applicable.)*

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: VICLOURIS QUINONEZ
CASE NUMBER: 2:09-CR-316-PMP-LRL

SPECIAL CONDITIONS OF SUPERVISION

1. You shall be confined to home confinement with location monitoring, if available, for a period of eight (8) months. You shall not be required to pay for the costs of location monitoring.

2. You shall not possess, have under your control, or have access to any firearm, explosive device, or other dangerous weapons, as defined by federal, state, or local law.

3. You shall submit your person, property, residence, place of business and vehicle under your control to a search, conducted by the United States probation officer or any authorized person under the immediate and personal supervision of the probation officer, at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of supervision; failure to submit to a search may be grounds for revocation; the defendant shall inform any other residents that the premises may be subject to a search pursuant to this condition.

4. You shall be prohibited from incurring new credit charges, opening additional lines of credit, or negotiating or consummating any financial contracts without the approval of the probation officer.

5. You shall provide the probation officer access to any requested financial information, including personal income tax returns, authorization for release of credit information, and any other business financial information in which you have a control or interest.

6. You shall not engage in employment, consulting, or any association with any mortgage business without first notifying the probation officer and making third party notification to your employer through the probation officer.

DEFENDANT: VICLOURIS QUINONEZ
CASE NUMBER: 2:09-CR-316-PMP-LRL

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	Fine	Restitution
TOTALS	$ 100.00	$	$ 163,829.00

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

X The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
Colonial Bank 201 East Pine Street, Ste. 730 Orlando, FL 32801		163,829.00	

TOTALS	$ _____	$ 163,829.00

☐ Restitution amount ordered pursuant to plea agreement $ _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: VICLOURIS QUINONEZ
CASE NUMBER: 2:09-CR-316-PMP-LRL

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

A X Lump sum payment of $ 100.00 due immediately, balance due

☐ not later than _____, or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal _____ *(e.g., weekly, monthly, quarterly)* installments of $ _____ over a period of _____ *(e.g., months or years)*, to commence _____ *(e.g., 30 or 60 days)* after the date of this judgment; or

D ☐ Payment in equal _____ *(e.g., weekly, monthly, quarterly)* installments of $ _____ over a period of _____ *(e.g., months or years)*, to commence _____ *(e.g., 30 or 60 days)* after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ *(e.g., 30 or 60 days)* after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F X Special instructions regarding the payment of criminal monetary penalties:

THE RESTITUTION AMOUNT IS PAYABLE AT THE RATE OF 10% OF DEFENDANT'S NET EARNINGS PER MONTH WHILE ON SUPERVISED RELEASE.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers *(including defendant number)*, Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

FILED
FEB 0 0 2010
CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA
BY_____ DEPUTY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

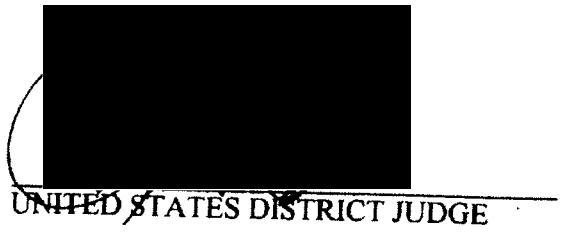
UNITED STATES OF AMERICA, Plaintiff, v. VICLOURIS QUINONEZ, Defendant.	2:09-CR-316-PMP (LRL)

ORDER OF FORFEITURE

WHEREAS, this Court found on August 31, 2009, that Viclouris Quinonez shall pay an *in personam* criminal forfeiture money judgment of $200,000.00 in United States Currency, pursuant to Fed. R. Crim. P. 32.2(b)(1)(A), 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c); and 18 U.S.C. § 982(a)(2)(A).

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the United States of America has an *in personam* criminal forfeiture money judgment of $200,000.00 in United States Currency against Viclouris Quinonez pursuant to Fed. R. Crim. P. 32.2(b)(4)(A);18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c); and 18 U.S.C. § 982(a)(2)(A).

DATED this 7th day of Feb, 2010.



UNITED STATES DISTRICT JUDGE

EXHIBIT "C"

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

* * *

In re:

VICLOURIS QUINONEZ,

Respondent.

FOR SETTLEMENT PURPOSES ONLY

STIPULATED SETTLEMENT AGREEMENT

COMES NOW, The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "DIVISION"), and Respondent, VICLOURIS QUINONEZ (hereinafter, the "RESPONDENT") and hereby stipulate and agree as follows:

WHEREAS, RESPONDENT is a licensed mortgage agent operating within the State of Nevada, having been issued a mortgage agent's license pursuant to Chapter 645B of the Nevada Revised Statutes on March 5, 2002, and;

WHEREAS, RESPONDENT was working as a licensed mortgage agent with Mortgage 2000, from March 11, 2004 through April 12, 2006, and;

WHEREAS, RESPONDENT was working as a licensed mortgage agent with AJ Capital Mortgage, from July 3, 2006 through August 31, 2006, and;

WHEREAS, the DIVISION received a Complaint on August 21, 2006 concerning RESPONDENT, alleging identity theft and mortgage fraud in connection with two properties (2712 Norbeck Street, Las Vegas, Nevada 89117 and 808 Dinsmore Drive, Las Vegas, Nevada 89117), and;

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WHEREAS, pursuant to NRS 645B.610, as Commissioner of the Division, SCOTT E. BICE (hereinafter, "BICE") is charged with investigating "...each violation alleged in [a] complaint..." received by the DIVISION and "...shall determine from the investigation whether there is reasonable cause to believe that the [accused] committed the alleged violation..." See, NRS 645B.610(1), (3), and;

WHEREAS, pursuant to NRS 645B.060, BICE is charged with conducting "...such investigations as may be necessary to determine whether any person has violated any provision of this chapter, a regulation adopted pursuant to this chapter or an order of the Commissioner." See, NRS 645B.060(2)(b), and;

WHEREAS, pursuant to NRS 645B.060, the DIVISION has the general duty to exercise supervision and control over mortgage agent activity in the State of Nevada; and;

WHEREAS, after conducting an investigation of the Complaint received by the DIVISION on August 21, 2006, revealed that:

1. While RESPONDENT was licensed and working with Mortgage 2000, RESPONDENT originated the loan on the property at 2712 Norbeck Street, Las Vegas, Nevada 89117 (hereinafter, the "NORBECK" property);

2. Without ever having met the borrower on the NORBECK property, RESPONDENT submitted the borrower's loan application to AJ Capital Mortgage, ~~and did so without the borrower's consent or knowledge~~;

3. On May 4, 2006, the loan on the NORBECK property closed with AJ Capital Mortgage;

4. RESPONDENT ultimately received a commission from AJ Capital Mortgage, for the loan on the NORBECK property;

5. In or about February 2006, RESPONDENT originated the loan on the property at 808 Dinsmore Drive, Las Vegas, Nevada 89117 (hereinafter, the "DINSMORE" property);

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6. Without ever having met the borrower on the DINSMORE property, RESPONDENT submitted the borrower's loan application to Diversified Mortgage Group, ~~and~~ ~~did so without the borrower's consent or knowledge~~;

7. On April 28, 2006, the loan on the DINSMORE property closed with Diversified Mortgage Group;

8. RESPONDENT ultimately received a commission from Diversified Mortgage Group, for the loan on the DINSMORE property, and;

WHEREAS, RESPONDENT admits to taking and submitting the loan applications on the NORBECK and DINSMORE properties to the respective brokers mentioned herein, without ever meeting the borrower in question, and;

WHEREAS, the above-described activities constitute multiple violations of NRS 645B.900, and;

WHEREAS, after settlement negotiations, the parties herein mutually desire to resolve their differences and disputes without a hearing through this Stipulated Settlement Agreement (hereinafter, the "AGREEMENT"),

NOW, THEREFORE, in consideration of the representations, covenants and conditions set forth herein, the parties stipulate and agree as follows:

1. RESPONDENT hereby acknowledges and agrees, with full knowledge, to waive her right to a hearing in this matter, and;

2. RESPONDENT agrees to ensure that in the future she will fully comply with NRS Chapter 645B and NAC Chapter 645B and;

3. RESPONDENT agrees to a suspension of her license as a Mortgage Agent for a period of three (3) months from the date of execution of this AGREEMENT;

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4. RESPONDENT shall pay a fine in the amount of TWENTY THOUSAND DOLLARS ($20,000.00), on the following terms:

a. FIVE THOUSAND DOLLARS ($5,000.00) within fifteen (15) days from the date of execution of this AGREEMENT;

b. FIVE THOUSAND DOLLARS ($5,000.00) on or before June 15, 2007;

c. FIVE THOUSAND DOLLARS ($5,000.00) on or before July 15, 2007;

d. FIVE THOUSAND DOLLARS ($5,000.00) on or before August 15, 2007;

5. RESPONDENT shall complete TWENTY (20) hours of mortgage education within ninety (90) days from the date of execution of this AGREEMENT. RESPONDENT understands and agrees that said TWENTY (20) hours of mortgage education are in addition to the standard hours of required continuing education set forth in NRS 645B.430.

6. RESPONDENT acknowledges and agrees that any failure on her part to carry out her obligations under this agreement can result in impositions of fines and/or other administrative action by the DIVISION.

7. RESPONDENT further acknowledges and agrees that In the event that RESPONDENT violates any of the provision of this AGREEMENT, the DIVISION shall retain any and all remedies available to it in accordance with NRS Chapter 645B.

8. The parties hereto represent and warrant that the person executing this AGREEMENT on behalf of each party has full power and authority to do so, and has the legal capacity to conduct the legal obligations assigned to it hereunder.

9. Each party shall pay its own costs and fees with respect to this matter.

10. RESPONDENT further acknowledges and agrees that the DIVISION shall retain the original of this AGREEMENT.

11. This AGREEMENT, as well as the rights and obligations of the parties hereto shall be interpreted, governed, and construed pursuant to the laws of the State of Nevada.

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12. Any action to enforce this AGREEMENT shall be brought in the Eighth Judicial District Court of the State of Nevada in and for Clark County.

13. If any action is brought to enforce the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable costs and attorney's fees. It is specifically agreed that reasonable attorney's fees for the State-employed attorneys shall be $125 per hour.

14. Failure to declare a breach or the actual waiver of any particular breach of this AGREEMENT or its material terms, by either party, shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. If any provision contained in this AGREEMENT is held to be unenforceable by a court of law or equity, this AGREEMENT shall be construed as if such a provision(s) did not exist and the unenforceability of such provision(s) shall not be held to render any other provision(s) of this AGREEMENT unenforceable.

16. This AGREEMENT constitutes the entire agreement of the parties, and it is intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions of the parties. Unless otherwise expressly authorized by its terms, this AGREEMENT shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and approved by the Office of the Attorney General.

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By execution of this document, RESPONDENT hereby waives her right to a hearing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

DATED this ~~19th~~ 5th day of ~~January~~ February, 2007.

[redacted]

B[redacted]

VICLOURIS QUINONEZ
Respondent

STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY, MORTGAGE LENDING DIVISION

[redacted]

By: [redacted]
SCOTT BICE
Commissioner

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