

1 STATE OF NEVADA

2 DEPARTMENT OF BUSINESS AND INDUSTRY

3 DIVISION OF MORTGAGE LENDING

4
5 In re:

6 Anthony P. Rufo,

7 Respondent.

Appeal No. 80535 - PL

8
9
10 **STIPULATED SETTLEMENT AGREEMENT**

11
12 The licensing and regulation of mortgage brokers, mortgage bankers and escrow
13 agencies in the State of Nevada is governed by Chapter 645B, Chapter 645E and Chapter
14 645A of the Nevada Revised Statutes (hereinafter "NRS"), respectively, and the regulations
15 promulgated thereunder. The State of Nevada, Department of Business and Industry,
16 Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise
17 supervision and control over mortgage brokers, mortgage bankers and escrow agencies
18 pursuant to these chapters. Pursuant to that authority, the Division hereby enters into the
19 following Stipulated Settlement Agreement (hereinafter "Agreement") with Anthony P. Rufo
20 (hereinafter "Respondent"), as follows:

21
22 **RECITALS**

23 WHEREAS, Respondent was issued a mortgage agent license (License No. 27130) by
24 the Division pursuant to Chapter 645B of NRS.

25
26 WHEREAS, On approximately October 29, 2007 Respondent failed to renew his
27 mortgage agent license with the Division and the status of his license was classified as
28 "cancelled and/or closed" until approximately February 10, 2010 when, following reapplication,

1 Respondent was re-issued a mortgage agent license by the Division pursuant to Chapter
2 645B of NRS. The Division currently classifies Respondent's license as "active."

3 WHEREAS, On August 5, 2010, Respondent pled guilty to one charge of conspiracy to
4 commit mail and wire fraud in violation of Title 18, United States Code, Section 1349, in U.S.
5 District Court, District of Nevada, Case Number 2:10-CR-00306-PMP-LRL (a true and correct
6 copy of the "Plea Memorandum" is attached hereto as Exhibit A and incorporated herein by
7 reference as though set forth in full);

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

12
13 WHEREAS, Pursuant to NRS 645B.060(2)(e), the Division is further charged with
14 conducting "...such other investigations, periodic or special audits, investigations and hearings
15 as may be necessary and proper for the efficient administration of the laws of this State
16 regarding mortgage brokers and mortgage agents..."

17
18 WHEREAS, Pursuant to NRS 645B.670, "[f]or each violation committed by a mortgage
19 agent, the Commissioner may impose upon the mortgage agent an administrative fine of not
20 more than \$25,000 may suspend, revoke or place conditions upon the mortgage agent's
21 license, or may do both, if the mortgage agent, whether or not acting as such...[h]as been
22 convicted of, or entered a plea of guilty or nolo contendere to, a felony in a domestic, foreign
23 or military court within the 7 years immediately preceding the date of the application, or at any
24 time if such felony involved an act of fraud, dishonesty or a breach of trust, or money
25 laundering." See NRS 645B.670(3)(e).

26
27 WHEREAS, After settlement negotiations, the Division and the Respondent wish to
28

1 resolve this matter without the necessity of the filing of a complaint for a formal hearing.

2 NOW, THEREFORE, in consideration of the representations, covenants and
3 conditions set forth herein, IT IS HEREBY STIPULATED AND AGREED to by the Division
4 and Respondent that:

5
6 1. The Respondent acknowledges that he has pleaded guilty to one charge of
7 conspiracy to commit mail and wire fraud in violation of Title 18, United States Code Section
8 1349. The Respondent further acknowledges that, for the limited purposes of NRS 622.400
9 and this Agreement only, such a plea constitutes, under NRS 645B.670(3)(e), conviction of a
10 felony in a domestic court and that, under the same NRS section, the felony involved an act
11 of fraud or dishonesty.

12
13 2. The Respondent shall, pursuant to NRS 645B.670 and/or NRS 622.400,
14 voluntarily surrender his mortgage agent's license to the Division upon his execution of this
15 Agreement and pay the Division's administrative and other costs in the amount of Three
16 Hundred and Eighty Dollars and No Cents (\$380.00). The Respondent shall make payment,
17 in full, to the Division of the administrative and other costs upon his execution of this
18 Agreement.

19
20 3. This Agreement is intended to resolve all issues related to the findings in the
21 October, 2010 Notice of Intent to Revoke Mortgage Broker's License.

22
23 4. The Respondent agrees that in the event he violates any of the provisions of
24 this Agreement, the Division shall retain any and all remedies available to it in accordance
with NRS Chapter 645B.

25
26 5. The parties represent and warrant that the persons executing this Agreement on
27 behalf of each party has full power and authority to do so, and has the legal capacity to
28 conduct the legal obligations assigned to it hereunder.

1 6. The parties further acknowledge and agree that the Division shall keep the
2 original of this Agreement.

3 7. This Agreement may be signed in counterparts and a facsimile signature shall
4 be deemed as valid as an original; however, the parties shall immediately forward all original
5 signature pages to the Division.

6 8. This Agreement, as well as the rights and obligations of the parties hereto, shall
7 be interpreted, governed, and construed pursuant to the laws of the State of Nevada.

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

10 10. If the Division is successful in any action to enforce this Agreement, the court
11 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the
12 State-employed attorneys shall be \$142.55 per hour.

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

16 12. The parties have the right to retain an attorney to review this Agreement at their
17 sole cost and expense and have freely and voluntarily chosen to do so.

18 13. Other than the administrative and other costs set forth herein, each side shall
19 pay its own costs and fees, including attorney's fees.

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

24 15. This Agreement constitutes the entire agreement of the parties, and it is
25 intended as a complete and exclusive statement of the promises, representations,
26
27
28

1 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its
2 terms, this Agreement shall be binding upon the parties unless an amendment to the same is
3 in writing, signed by the respective parties hereto, and approved by the Office of the Attorney
4 General.

5 16. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree that
6 you are waiving certain rights as set forth herein. As Respondent, you are specifically
7 informed that you have the right to request that the Division file an administrative complaint
8 against you, and at any hearing on such a complaint, you would have the right to appear and
9 be heard in your defense, either personally or through your counsel of choice. If the Division
10 were to file a complaint, at the hearing, the Division would have the burden of proving the
11 allegations in the complaint and would call witnesses and present evidence against you. You
12 would have the right to respond and to present relevant evidence and argument on all issues
13 involved. You would have the right to call and examine witnesses, introduce exhibits, and
14 cross-examine opposing witnesses on any matter relevant to the issues involved.
15

16 You would have the right to request that the Commissioner of the Division issue
17 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this
18 request, you may be required to demonstrate the relevance of the witness's testimony and/or
19 evidence. Other important rights you have are listed in NRS Chapter 645B and NRS
20 Chapter 233B.
21

22 17. Respondent understands and agrees that this Agreement may be used to show
23 that past violations have occurred should any future disciplinary action be taken by the
24 Division.
25

26 18. In consideration of the execution of this Agreement, Respondent, for himself, his
27 heirs, executors, administrators, successors, and assigns, hereby releases, remises, and
28 forever discharges the State of Nevada, the Department of Business and Industry of the State

1 of Nevada, the Division, and each of their members, agents, attorneys (including any and all
2 employees of the Nevada Attorney General), and employees in their individual and
3 representative capacities, from any and all manner of actions, causes of action, suits, debts,
4 judgments, executions, claims, and demands whatsoever, known and unknown, in law or
5 equity, that Respondent ever had, now has, may have, or claim to have against any or all of
6 the persons or entities named in this section, arising out of or by reason of the Division's
7 examination of the Respondents, and all other matters relating thereto.

8
9 19. Respondent hereby indemnifies and holds harmless the State of Nevada, the
10 Department of Business and Industry of the State of Nevada, the Division, and each of their
11 members, agents, and employees, and employees of the Nevada Attorney General in their
12 individual and representative capacities against any and all claims, suits, and actions brought
13 against said persons and/or entities by reason of the Division's investigation of Respondent,
14 this Agreement, and all other matters relating thereto, and against any and all expenses,
15 damages, and costs, including court costs and attorney fees, which may be sustained by the
16 persons and/or entities named in this section as a result of said claims, suits, and actions.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be sign
2 and intend to be legally bound thereby. This Agreement shall constitute a Final Order of I
3 Commissioner.

4 Dated this 7th day of February, 2011.

5 Ant 

6
7 Dated this 9th day of February, 2011.

8
9 State of Nevada
10 Department of Business and Industry
11 Division of Mortgage Lending


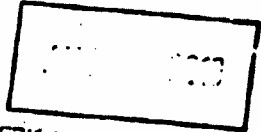
12 By: 
13 Joseph L. Waltuch, Commissioner
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

FILED



CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

1 DANIEL G. BOGDEN
United States Attorney
2 LUCAS M. FOLETTA
Assistant United States Attorney
3 333 Las Vegas Boulevard South
Suite 5000
4 Las Vegas, Nevada 89101
(702) 388-6336
5

6
7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

-oO-

9 **UNITED STATES OF AMERICA,**

10 **Plaintiff,**

11 **vs**

12 **ANTHONY RUFO,**

13 **Defendant.**
14

CASE NO 2:10-cr-00306-PMP-LRL
PLEA MEMORANDUM

15
16 The United States of America, by and through Daniel G. Bogden, United States Attorney,
17 and Lucas M. Foletta, Assistant United States Attorney, the defendant, ANTHONY RUFO, and the
18 defendant's attorney, Sean Sullivan, submit this plea memorandum.

19 **I. PLEA AGREEMENT**

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

22 **A. The Plea**

23 1. Defendant will plead guilty to a Criminal Information charging Defendant with
24 Conspiracy to Commit Mail and Wire Fraud, in violation of Title 18, United States Code, Section
25 1349. Defendant also agrees to the forfeiture of the property set forth in the Forfeiture Allegations of
26 the Criminal Information and Plea Memorandum.

1 **B. Additional Charges**

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

4 **C. Sentencing Guidelines Calculations**

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

10 4. The parties agree that the following calculations of the United States Sentencing
11 Guidelines apply:

12	Base Offense Level (U.S.S.G. §2B1.1(a)):	7
13	Loss Amount of \$400,000 to \$1,000,000 (U.S.S.G. §2B1.1(b)(1)(F)):	14
14	Acceptance of Responsibility (U.S.S.G. §3E1.1(a) & (b)):	(2)
15	TOTAL	18

16
17
18 5. Pursuant to U.S.S.G. §3E1.1(a), the United States will recommend that the defendant
19 receive a two (2) level adjustment for acceptance of responsibility unless Defendant (a) fails to make
20 a complete factual basis for the guilty plea at the time it is entered; (b) is untruthful with the Court or
21 probation officers; (c) denies involvement in the offense or provides conflicting statements regarding
22 defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal conduct;
23 (f) fails to appear in court; or (g) violates the conditions of defendant's pretrial release conditions.

24 6. Pursuant to U.S.S.G. §3E1.1(b), the United States will, in its sole discretion, make
25 a motion for an additional one-level adjustment for acceptance of responsibility prior to sentencing
26 if the defendant timely notifies the United States of the defendant's intention to plead guilty, thereby

1 permitting the United States to avoid preparing for trial and allowing for the efficient allocati
2 resources.

3 7. Defendant's Criminal History Category will be determined by the court.

4 **B. Other Sentencing Matters**

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

8 9. Defendant may seek a downward adjustment pursuant to 18 U.S.C. § 3553.

9 10. The parties agree that the Guidelines calculations are based on information now know
10 and could change upon investigation by the United States Probation Office. It is possible that factor
11 unknown or unforeseen by the parties to the plea agreement may be considered in determining the
12 offense level, specific offense characteristics, and other related factors. In that event, the defendant
13 will not withdraw the defendant's plea of guilty. Both the defendant and the United States are free
14 to: (a) supplement the facts by supplying relevant information to the United States Probation Office
15 and the court, and (b) correct any and all factual misstatements relating to the calculation of the
16 sentence. The government, however, agrees to seek a sentence based upon the offense level agreed
17 to by the parties in this plea agreement.

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

22 **C. Fines and Special Assessment**

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

25 13. Defendant will pay the special assessment of \$100 per count of conviction at the time
26 of sentencing.

1 **F. Restitution**

2 14. Defendant agrees to make full restitution in an amount to be determined by the Co
3 which defendant agrees shall include all relevant conduct as determined by the Court. In return
4 defendant agreeing to make restitution for relevant conduct, the United States agrees not to bri
5 charges against defendant for the conduct giving rise to the relevant conduct. Defendant understand
6 that any restitution imposed by the Court may not be discharged in whole or in part in any present
7 future bankruptcy proceeding.

8 **G. Forfeiture**

9 15. In consideration for the government agreeing to the terms of this plea agreement
10 Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative forfeiture,
11 the civil judicial forfeiture, or the criminal forfeiture money judgment of \$300,000 in United States
12 Currency ("property"), in addition to any order of restitution even though the amount of restitution
13 may differ from the amount of forfeiture. Defendant agrees that Defendant will ask the Court to
14 impose an order of forfeiture in the amount stated above and will not ask the Court to adjust the
15 amount in any respect. The defendant admits that if the case were to proceed to trial, the government
16 could prove forfeiture in excess of the amount stated here.

SAME AS
DUELLS -
x 2 ?

17 16. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property to
18 the United States.

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

21 18. Defendant knowingly and voluntarily agrees to waive the defendant's right to any
22 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture
23 proceedings, or any criminal forfeiture proceedings ("proceedings") of the property.

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

1 20. Defendant knowingly and voluntarily agrees to waive any further notice to
2 defendant, the defendant's agents, or the defendant's attorney regarding the abandonment or
3 forfeiture and disposition of the property.

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

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

10 23. Defendant knowingly and voluntarily agrees to waive the defendant's right to a jury
11 trial on the forfeiture of the property.

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

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

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

24 **H. Waiver of Appeal**

25 27. In exchange for the concessions made by the United States in this plea agreement,
26 Defendant knowingly and expressly waives the right to appeal any sentence that is imposed within the

1 applicable Sentencing Guidelines range as calculated by the Court, further waives the right to ap
2 the manner in which that sentence was determined on the grounds set forth in Title 18, United St
3 Code, Section 3742, and further waives the right to appeal any other aspect of the conviction
4 sentence, including any order of restitution and forfeiture. Defendant reserves only the right to ap
5 any portion of the sentence that is an upward departure from the applicable Sentencing Guidel
6 range calculated by the Court.

7 28. Defendant also waives all collateral challenges, including any claims under 28 U.S
8 § 2255, to the defendant's conviction, sentence and the procedure by which the court adjudicated gu
9 and imposed sentence, except non-waivable claims of ineffective assistance of counsel.

10 29. Notwithstanding the stipulations in this agreement, the parties are free to argue o
11 appeal and collateral review that the Court's sentencing guidelines calculations are not error
12 However, each party agrees to maintain its view that the calculation in paragraph I.C.4 are consisten
13 with the facts of this case.

14 **I. Additional Promises, Agreements, and Conditions**

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

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

26

1 **J. Limitations**

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

9 **K. Cooperation**

10 33. Defendant agrees, if requested by the United States, to provide complete and truthful
11 information and testimony concerning Defendant's knowledge of all other persons who are
12 committing or have committed offenses against the United States or any state, and agrees to cooperate
13 fully with the United States and any state and local agencies in the investigation and prosecution of
14 such persons. Defendant agrees that the information provided can be used against the defendant to
15 establish relevant conduct for sentencing purposes.

16 34. In the event the United States Attorney decides in the sole discretion of the United
17 States Attorney that the assistance provided by Defendant amounts to "substantial assistance" pursuant
18 to U.S.S.G. § 5K1.1, the United States will timely file a motion for downward departure from the
19 applicable Guideline calculation. The Court has the sole discretion to grant such a motion.

20 35. Defendant agrees that a motion for downward departure based on substantial
21 assistance shall not be made under any circumstances unless Defendant's cooperation is deemed to
22 be substantial assistance by the United States Attorney. The United States has made no promise,
23 implied or otherwise, that Defendant will be granted a departure for substantial assistance. Further,
24 no promise has been made that such a motion will be made even if Defendant complies with the terms
25 of this Plea Agreement in all respects but has been unable to provide substantial assistance as
26 determined in the sole discretion of the United States Attorney.

1 36. The United States agrees to consider the totality of the circumstances, including
2 not limited to, the following factors, in determining whether, in the sole discretion of the United States
3 Attorney, Defendant has provided substantial assistance which would merit a motion by the United
4 States for a downward departure from the applicable Guideline:

5 a. The United States' evaluation of the significance and usefulness
6 Defendant's assistance;

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

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

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

12 e. The timeliness of Defendant's assistance.

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

18 38. Defendant agrees that if the United States determines that Defendant has not provided
19 full and truthful cooperation, or has committed any federal, state or local crime between the date of
20 this agreement and defendant's sentencing, or has otherwise violated any provision of this agreement,
21 then (a) the agreement and any of its obligations hereunder may be voided by the United States in its
22 sole discretion, (b) defendant may not withdraw the guilty plea, and (c) defendant shall be subject to
23 prosecution for all federal criminal offenses of which the United States has knowledge, including but
24 not limited to, perjury and obstruction of justice. Any such prosecution may be based upon any
25 information provided by Defendant or leads derived therefrom.
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

II. PENALTY

39. The maximum penalty for a violation of Title 18, United States Code, Section is imprisonment for not more than thirty (30) years, a fine of not more than \$1,000,000, or Defendant is subject to supervised release for a term of not greater than five (5) years.

40. 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 will be returned to prison for all or part of the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

41. Defendant must pay a special assessment of one-hundred dollars (\$100.00) for each count of conviction.

42. Defendant is required to pay for the costs of imprisonment, probation, and supervised release, unless the defendant establishes that the defendant does not have the ability to pay such costs, in which case the court may impose an alternative sanction such as community service.

III. ELEMENTS

43. The essential elements of the offense of Conspiracy to Commit Mail and Wire Fraud, in violation of 18 U.S.C. § 1349, are as follows: *WIRE FRAUD; Early 2007*

First, beginning in or about January 1, 2006, and continuing through in or about December 31, 2008, there was an agreement between two or more persons to commit at least one crime as charged in the information, in this case, Mail and Wire Fraud; and

Second, the defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it.

IV. FACTS

44. Defendant is pleading guilty because the defendant is guilty of the charged offense.

45. In pleading to the offense, Defendant acknowledges that if the defendant elected to go to trial instead of entering this plea, the United States could prove facts sufficient to establish defendant's guilt beyond a reasonable doubt.

1 46. Defendant specifically admits and declares under penalty of perjury that all o
2 facts set forth below are true and correct:

3 47. From on or about January 1, 2006, through December 31, 2008, in the Federal
4 District of Nevada, defendant conspired with others to fraudulently obtain residential mortgages
5 order to obtain proceeds from the mortgages for their personal use. *EARLY 2007*

6 48. As part of the conspiracy, the coconspirators recruited people to be the buyers of
7 houses in name only ("strawbuyers") while coconspirators intended to control the ownership
8 interests of the houses and obtain proceeds from the mortgage loans for their own use.

9 49. It was further part of the conspiracy that the defendant and his co-conspirators
10 knowingly made, and caused to be made, material false and fraudulent statements in the buyers'
11 loan applications and supporting documentation, including statements of the buyers' employment,
12 income, assets, intent to live in the residence, and the appraised value of the property; and caused
13 the loan applications and supporting documents to be submitted to mortgage companies that were
14 federally insured and to mortgage companies that were not federally insured.

15 50. More specifically, on February 19, 2008, the defendant, acting as the real estate
16 agent, and his coconspirators fraudulently caused a loan application to be submitted to Direct
17 Equity Mortgage on behalf of Alexi Noe, who acted as a strawbuyer, for the purpose of securing
18 funding for a mortgage to finance the purchase of 32 East Serena, Unit 319, Las Vegas, Nevada.
19 He and his coconspirators further caused a material misrepresentation to be made on the
20 application by falsely and fraudulently causing to be stated there that Noe was an employee of
21 Alinari Corporation, when they then and there knew she was not employed there. They further
22 falsely and fraudulently caused to be submitted with the loan application fraudulent IRS Form W-
23 2s and pay check stubs from Alinari Corporation.

24 51. The submission of the loan application and the material misrepresentation relating
25 to Noe's employment caused: (a) the escrow for the purchase of 32 East Serena, Unit 319 to be
26 closed; (b) the mortgage loan to be issued from Direct Equity Mortgage; and (c) mailings to be

1 sent and wire communications to be made of matters related to the loan issued to finance 32 E
2 Serena, Unit 319.

3 52. In addition to the foregoing, on or about the following dates, in furtherance of
4 conspiracy and to effect the objects of the conspiracy, at least one member of the conspiracy
5 submitted, and caused to be submitted, a loan application and supporting documentation
6 containing materially false and fraudulent representations to obtain mortgage loans, and further
7 caused mailings to be sent and wire communications to be made of matters related to the loans,
8 purchase the following properties:

9 Date	10 Property	11 Mortgage Company
10 01/28/08	32 East Serena, Unit #201, LV, NV	Direct Equity Mortgage
11 01/29/08	20 East Serena, Unit #201, LV, NV	Direct Equity Mortgage

12 53. In addition to the misrepresentations described above, the defendant diverted
13 proceeds of the mortgages for his own use.

14 54. In all of the aforementioned actions the defendant acted with the intent to
15 defraud.

16 **V. ACKNOWLEDGMENT**

17 55. Defendant acknowledges by the defendant's signature below that defendant has
18 read this Memorandum of Plea Agreement, that defendant understands the terms and conditions,
19 and the factual basis set forth herein, that defendant has discussed these matters with defendant's
20 attorney, and that the matters set forth in this memorandum, including the facts set forth in Part IV
21 above are true and correct.

22 56. Defendant acknowledges that defendant has been advised, and understands, that
23 by entering a plea of guilty the defendant is waiving, that is, giving up, certain rights guaranteed to
24 the defendant by law and by the Constitution of the United States. Specifically, Defendant is
25 giving up:

- 26 a. The right to be indicted by a federal grand jury;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

b. The right to proceed to trial by jury on the original charges, or to a trial a judge if defendant and the United States both agree;

c. The right to confront the witnesses against the defendant at such a trial, and to cross-examine them;

d. The right to remain silent at such trial, with such silence not to be used against defendant in any way;

e. The right, should defendant so choose, to testify in defendant's own behalf at such a trial;

f. The right to compel witnesses to appear at such a trial, and to testify in defendant's behalf; and

g. The right to have the assistance of an attorney at all stages of such proceedings.

57. Defendant, defendant's attorney, and the attorney for the United States acknowledge that this Plea Memorandum contains the entire agreement negotiated and agreed to

1 by and between the parties, and that no other promise has been made or implied by either the
2 defendant, the defendant's attorney, or the attorney for the United States.
3
4
5

DANIEL G. BOODEN
United States Attorney

THOMAS M. POLETTA
Assistant United States Attorney

6 6/16/10
7 DATED

9 6/14/10
10 DATED

12 6-14-2010
13 DATED

ANTHONY RUFO
Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26