

No. \_\_\_\_\_

IN THE SUPREME COURT OF THE UNITED STATES

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JAMIE MAYORGA,

Petitioner,

v.

UNITED STATES OF AMERICA,

Respondent.

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**On Petition for A Writ of *Certiorari* to The United States Court of Appeals for  
the Ninth Circuit**

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**APPENDIX (VOLUME II) – PRESENTED SEPARATELY UNDER S. CT.  
R. 14.1(i)**

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DAVID A. SCHLESINGER  
JACOBS & SCHLESINGER LLP  
The Douglas Wilson Companies Building  
1620 Fifth Avenue, Suite 750  
San Diego, CA 92101  
Telephone: (619) 230-0012  
[david@jsslegal.com](mailto:david@jsslegal.com)

Counsel for Petitioner

1 A. Yes.

2 Q. Or something in between?

3 A. Correct.

4 Q. And obviously if they asked for one month, it wouldn't  
5 show an average monthly balance; it would just show one month's  
6 worth of records?

7 A. Correct.

8 Q. Which would make it more difficult to see if there was a  
9 recent deposit?

10 A. Yes.

11 Q. But on the stated income, stated asset, on the stated  
12 asset portion, what proof of the assets would be required?

13 A. None. It was just stated.

14 Q. So stated just means whatever you say it is?

15 A. Yes.

16 Q. And Delta also processed a few loans that were no income,  
17 no asset?

18 A. Correct.

19 Q. And no income, what would that mean?

20 A. No income stated.

21 Q. So on the Form 1003, the income portion could be left  
22 blank?

23 A. Correct.

24 Q. And still be submitted to the mortgage lender?

25 A. Under that program, yes.

1 Q. And if it was no income, no assets, there would be no need  
2 to prove the assets as well?

3 A. Correct.

4 Q. And these are programs from the lenders that are being  
5 marketed to Delta to provide to customers?

6 A. Correct.

7 Q. Could you put up Government Exhibit 21A-1. Thank you.  
8 Do you recognize Government 21A-1?

9 A. Yes.

10 Q. And is this a loan with the loan officer  
11 Ruben Rodriguez?

12 A. Yes.

13 Q. And who is the borrower, Reyna Beltran?

14 A. Correct.

15 Q. 231 Cleveland Avenue in Sacramento?

16 A. Yes.

17 Q. We have loan types just underneath the address of the  
18 subject property?

19 A. Yes.

20 Q. And when "adjustable" is circled, what does adjustable  
21 mean?

22 A. An adjustable rate mortgage or an ARM loan.

23 Q. That would be a loan that can change its interest rate at  
24 some point in time in the future?

25 A. At some point, yes.

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1 asset loan would have a higher interest rate compared to a full  
2 document loan?

3 A. Correct.

4 Q. And so the lending banks, the level of interest is the  
5 income a bank makes on a loan, correct?

6 A. Yes.

7 Q. And so a bank would make less money on the low risk full  
8 document loan, correct?

9 A. Yes.

10 Q. And the potential income from a stated income, stated  
11 asset loan would be higher as reflected by the higher interest  
12 rate?

13 A. Correct.

14 Q. So did you find that the lenders that you were dealing  
15 with at with Delta Homes from '04 to '07 were pushing these  
16 stated income, stated asset loans that carried the higher  
17 interest rates?

18 A. I wouldn't say that they were pushing those loans.

19 Q. Were they marketing those loans actively to Delta Homes?

20 A. Yes.

21 Q. You said the vast majority of the loans Delta did were  
22 stated income, stated asset?

23 A. Correct.

24 Q. And was that based on the account representatives or loan  
25 representatives marketing those to Delta?

1 A. That was based on what we marketed and the type of  
2 clientele that they obtained.

3 Q. And so to work together, the clients that you had were  
4 more likely to qualify for stated income, stated asset?

5 A. Correct.

6 Q. And then the different lending companies that came to  
7 Delta would provide those types of loans because Delta could  
8 sell those to the types of people you were marketing to?

9 A. That's the type of clientele that we catered to.

10 Q. About how many different lending companies in the '04 to  
11 '07 time frame were marketing their loans to Delta?

12 A. We had access to roughly 30, at least 30 lenders.

13 Q. So different lending companies?

14 A. Correct.

15 Q. And as a part of your work with Delta, you could pick from  
16 any of those particular lenders when you were working with your  
17 clients?

18 A. Correct.

19 Q. Or when you were supervising people as the branch  
20 manager?

21 A. Correct.

22 Q. And were these stated income, stated asset loans similar  
23 between those approximately 30 companies?

24 A. They were similar, but each company had their niche.

25 Q. So for example, for those 30 companies or so, did they

1 treat stated income similarly?

2 A. The ones that provided that type of loan, yes.

3 Q. And for the ones that provided stated income, stated asset  
4 loans, they treated the stated asset portion similarly?

5 A. The ones that did, yes.

6 Q. In other words, for all of them that provided stated  
7 income, they didn't require proof of income?

8 A. Correct.

9 Q. And for the ones that provided stated assets, they  
10 likewise did not require proof of assets?

11 A. Correct.

12 Q. Is it fair to say that those 30 or so companies were in  
13 competition for your business at Delta Homes?

14 A. I don't know if they were in competition.

15 Q. Well, if multiple lenders would come to Delta, was each  
16 one trying to get business from Delta for their own particular  
17 company?

18 A. Yes.

19 Q. Through the account executive or sales rep that would come  
20 to visit Delta?

21 A. Correct.

22 Q. And so the sales reps would come to Delta and try to  
23 convince you as a branch manager, for example, to use their  
24 product versus some other company's product?

25 A. Correct.

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1 Q. Because the more business that each company would get, the  
2 more potential money they could make on loans?

3 A. Yes.

4 Q. It's fair to say the only way a lending company can make  
5 money is by lending money, correct?

6 A. I don't know.

7 Q. And so the various account executives would come in to say  
8 your branch on Franklin Boulevard and would talk about what  
9 their company needed to see to get loans approved for their  
10 particular company?

11 A. Correct.

12 Q. And each company could be a little bit different, but they  
13 were similar as far as a stated income was not verified,  
14 correct?

15 A. Correct.

16 Q. They might have some different nuances or details that  
17 would make one company slightly different than another  
18 company?

19 A. Correct.

20 Q. And when you were getting educated by the account  
21 executives, they would tell you all sorts of information about  
22 on that Form 1003 what they needed to see to make it likely for  
23 their company to approve a loan?

24 A. At times, yes. Mostly they would just provide us with the  
25 guidelines.

1 Q. But sometimes the account executives would sit down with  
2 you and explain what their company needed for income, for  
3 example?

4 A. Correct.

5 Q. Or a loan, an LTV, loan-to-value, did I get that right or  
6 debt-to-income ratio?

7 A. Most of the time they would just tell us what the DTI was  
8 required for that loan, and then we would figure out the  
9 rest.

10 Q. And the account executives sometimes would teach you to  
11 change numbers concerning income, correct?

12 A. At times.

13 Q. At times, yes?

14 A. At times, yes.

15 Q. And the account executives would teach you to change job  
16 titles, if necessary, correct?

17 A. At times, yes.

18 Q. Because the job title would be linked in to the salary.com  
19 estimate of how much that job title would make in a certain  
20 geographic area?

21 A. Correct.

22 Q. And the account executives would talk about how much money  
23 they needed in a bank account for a verification of deposit?

24 A. Yes.

25 Q. That's a VOD?

1                   THE COURT: Okay.

2                   Q. BY MR. LONG: You mentioned a number of times a gentleman  
3                   named Christian Parada?

4                   A. Yes.

5                   Q. It was Christian Parada-Renteria?

6                   A. Correct.

7                   Q. And he was somebody you worked with at Delta Homes &  
8                   Lending?

9                   A. Yes.

10                  Q. At some point in time do you recall telling a Mr. Renteria  
11                  or Parada-Renteria, "I was only doing what the banks told me to  
12                  do"?

13                  A. Yes.

14                  Q. And that comment pertained or was relevant to what you  
15                  were thinking at the time you were filling out these loan  
16                  applications, correct?

17                  A. I'm sorry. What was your question again?

18                  Q. When you said "I was only doing what the banks told me to  
19                  do," that related to bank representatives telling you what to  
20                  put on the loans, correct?

21                  A. That related to a multiple -- to different things to  
22                  protect myself.

23                  Q. But one of which was I was only doing what the banks told  
24                  me to do concerning what information you would write down on a  
25                  Form 1003?

1 A. That's one of the things, yes.

2 Q. Is it fair to say that in your mind at the time you were  
3 making these loan applications, you were getting money from  
4 these lenders, you did not intend to deceive these lenders  
5 because they were the ones giving you the information?

6 A. We were deceiving the lenders?

7 Q. Yes or no, is that true?

8 A. That's not true.

9 Q. Is it true that in a prior proceeding in 2016 you were  
10 asked, (Reading) "In your mind, at the time you were making  
11 these applications, you were getting money from these lenders,  
12 you did not intend to deceive these lenders because they were  
13 the ones giving you the information, right?" Is it true that  
14 under oath you answered that question "correct"?

15 A. I was confused by that question.

16 Q. Did you answer that question "correct" back in 2016?

17 A. That's right.

18 Q. And at the time you answered that question, you're under  
19 the same oath that you are today, correct?

20 A. Yes.

21 Q. Do you recall at that same hearing back in 2016 being  
22 asked the question, (Reading) "Did you intend to deceive any of  
23 these lenders?" And your answer under oath, "Yeah. I didn't  
24 intend to deceive the lender at that time." Is that a fair  
25 statement or a true statement of what you said under oath?

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1 A. I was confused at the time with that question.

2 Q. So in 2016, do you agree that you said under oath,

3 (Reading) "I didn't intend to deceive the lender at that time;"  
4 did you say that?

5 A. I did say that.

6 Q. Under oath?

7 A. Under oath.

8 Q. Do you recall the next question being, (Reading) "They  
9 told you what to tell them, right?" And your answer being, "In  
10 a lot of cases they did tell us what to tell them," correct?

11 A. In some cases, yes.

12 Q. The next question --

13 MR. LEE: Objection. If Mr. Long wants to read the  
14 transcript, he can do that at a different time. He can ask the  
15 witness a question.

16 THE COURT: Overruled. It's impeachment.

17 Go ahead, Mr. Long.

18 Q. BY MR. LONG: The next question, (Reading) "So because  
19 they told you what to tell them and you knew what they wanted  
20 to know, there was no intent to lie to them because you told  
21 them was -- what you told them was information you repeated?"  
22 And your answer, "In a lot of cases, yes." Is that fair to say  
23 what you said under oath?

24 A. Again, I was confused at that moment when I was asked  
25 those questions, and with all due respect --

1 Q. My question, with all due respect, is that what you said  
2 under oath, (Reading) "In a lot of the cases, yes"?

3 THE COURT: It's a yes-or-no question.

4 THE WITNESS: Yes.

5 Q. BY MR. LONG: During that same 2016 proceeding, do you  
6 recall being asked the question --

7 MR. LEE: Objection. Improper impeachment.

8 THE COURT: Overruled.

9 Q. -- (Reading) "So whatever false statements may have been  
10 made or whatever if money was loaned, for example, IndyMac was  
11 not deceived, right? And your answer being under oath --

12 THE COURT: It's an improper question.

13 MR. LEE: Objection. Relevance.

14 THE COURT: Sustained.

15 Q. BY MR. LONG: Concerning whether lenders were deceived by  
16 you, is it fair to say you said, (Reading) "No, no intent to  
17 deceive"? Is it fair? Is that what you said under oath?

18 A. Yes.

19 Q. So your job at Delta was helping borrowers get loans,  
20 correct?

21 A. That was one of my duties.

22 Q. And you were doing what the banks told you to do in  
23 helping the borrowers get loans from Delta, correct?

24 A. It entailed a lot more than just that.

25 Q. Do you recall at that prior 2016 proceeding being asked,

1       would only get something from the government as long as you  
2       were truthful, right?

3       A.     Correct.

4       Q.     And you've said that over and over again, as long as I  
5       told the truth, right?

6       A.     Correct.

7       Q.     And when you talked to the government, did they tell you  
8       or anybody tell you if you get stuck, if you have a problem,  
9       all you have to say is, hey, as long as I'm truthful, it will  
10      be okay?

11      A.     Being truthful is the judicious thing to do.

12      Q.     Oh, it is? And you weren't told that at any time if you  
13      have a problem with your testimony, you should say I'm just  
14      being truthful; that's the way to get out of things?

15      A.     I was not instructed of that.

16      Q.     Okay. But you've said that over and over again in this  
17      proceeding, prior proceedings, I'm just being truthful,  
18      right?

19      A.     Correct.

20      Q.     Okay. And were you being truthful in October of 2016 then  
21      when I -- do you remember me asking you these questions whether  
22      or not you deceived the banks, and you said, no, I didn't?  
23      Were you being truthful then?

24      A.     I was lured to answering that I wasn't based on some  
25      terminology, but in retrospect, we were deceiving the banks.

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1 Q. Wait a minute. This calls for a yes-or-no answer. You've  
2 testified before in this case, right?

3 A. Yes.

4 Q. You know that what you're supposed to do when you're asked  
5 a yes-or-no question is to answer yes or no; is that correct?

6 A. Yes.

7 Q. Why do you believe that you have to explain all of your  
8 answers?

9 A. I was just trying to clarify things.

10 Q. All right. Were you trying to clarify things when you  
11 said in 2016 I did not attempt to deceive the banks? Over and  
12 over again you said that.

13 A. I was asked. I didn't say that.

14 Q. But you said you were confused?

15 A. I was confused by the way I was asked.

16 Q. You heard the questions that Mr. Long read to you, right?  
17 What was confusing about those questions?

18 A. In reference to the loan or the sales reps, the account  
19 executives and deceiving the banks, we were -- we did have  
20 intent to deceive the banks and the underwriters.

21 Q. Okay. The question was, you heard the questions that  
22 Mr. Long read to you. What were confusing about -- what was  
23 confusing about those questions? Take all the time you want.

24 A. It was a conglomerate of questions that added up to the  
25 confusion.

1 Q. Have you read the transcript of your testimony?

2 A. Yes.

3 Q. So what was the conglomerate that confused you?

4 A. It's multiple questions that I believe I was lured into.

5 When asked, I was lured into answering what you wanted to  
6 hear.

7 Q. No, it's not what I wanted to hear. You were  
8 cross-examined by other lawyers, right?

9 A. Yes.

10 Q. And you were cross -- you were given an opportunity to  
11 explain your answers by the -- by the prosecution, right?

12 A. Yes.

13 Q. You came back after lunch and tried to explain what you  
14 did, right, or do you not remember?

15 A. I can't recall specifics.

16 Q. Okay. So let's go back to the beginning. You went to  
17 work for Delta, correct, for Mo?

18 A. Yes.

19 Q. And you basically were Mo's right-hand man?

20 A. I was a branch manager at one branch.

21 Q. But Mo liked you; you liked Mo?

22 A. I liked a lot of people, had a good relationship.

23 Q. But you were selected by Mo after being there less than a  
24 year to become a branch manager, correct?

25 A. Correct.

1 Q. And as a branch manager, you had certain responsibilities,  
2 did you not?

3 A. Yes.

4 Q. Okay. Now when you got there, you testified this morning  
5 that you learned how to become a loan officer by talking to Mo,  
6 correct?

7 A. Yes.

8 Q. And other people. And you said reading files that Jaime  
9 had worked on, correct? Did you say that this morning?

10 A. Correct, yes.

11 Q. Okay. When you previously testified in the first  
12 proceeding, you said that you became a loan officer when you  
13 went to Delta and Jaime taught you how to process or to be a  
14 loan officer, correct? That's your first testimony?

15 A. He guided me on working on a couple of files.

16 Q. Okay. Then the second time you testified you said, no, he  
17 didn't teach me. What he did -- this is the second time you  
18 testified. What he did was we just worked together, and that's  
19 how we both learned together, correct?

20 A. It was a combination of things. That was one way of  
21 learning.

22 Q. Okay. And this morning you said, well, the way I learned  
23 to become a loan officer was by reading files that -- one of  
24 the ways was by reading files that Jaime had worked on,  
25 correct?

1 or the following day somewhere else as well.

2 Q. Okay. So the following -- you told them you had a  
3 conflict, and you had to go do something else; and they  
4 postponed the interview until the next day, correct?

5 A. Correct.

6 Q. And then you went down to the FBI office or down to the  
7 courthouse, correct?

8 A. To an FBI facility.

9 Q. Okay. But that was the next day?

10 A. I believe it was the following day.

11 Q. All right. And have you reviewed the statements that you  
12 gave on those two days?

13 A. Yes.

14 Q. After you had learned that there was an investigation and  
15 before you were interviewed, did you ever contact a lawyer?

16 A. No.

17 Q. Okay. And so when they interviewed you on I think it was  
18 the afternoon or the evening of September 30th, 2009, you knew  
19 they were talking about Delta Homes, correct?

20 A. Yes.

21 Q. And they were telling you about their investigation?

22 MR. LEE: Objection. Hearsay.

23 THE COURT: Just generally, was that the topic?

24 THE WITNESS: Yes.

25 THE COURT: Okay. Next question.

1 Q. BY MR. PETERS: And at that time did they -- strike that.  
2 After the interview on September 30th, did you then contact the  
3 lawyer?

4 A. No.

5 Q. That night you didn't make any attempt to get a lawyer,  
6 right?

7 A. Correct.

8 Q. Okay. And they did tell you that you have the right to a  
9 lawyer, right?

10 A. Correct.

11 Q. Okay. And you said, no, you didn't want a lawyer; you'll  
12 be more than willing to talk to them, right?

13 A. Correct.

14 Q. Okay. So you went back the next day and you talked to  
15 them?

16 A. Yes.

17 Q. And you told them then that you didn't do anything wrong,  
18 that you didn't do anything illegal?

19 A. I lacked transparency. I was afraid.

20 Q. I think that was a yes-or-no answer.

21 THE COURT: What was the question? The question was  
22 and you told them that you didn't do anything wrong, that you  
23 didn't do anything illegal?

24 Q. BY MR. PETERS: Yes or no.

25 A. Yes.

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1 Q. And you told them then that all you did was what the banks  
2 told you to do, correct?

3 A. That's what I said, yes, initially.

4 Q. And that was the truth, correct?

5 A. That was not the truth. I was afraid. And like I said, I  
6 lacked transparency.

7 Q. What do you mean you lacked transparency? What's that  
8 mean?

9 A. I didn't tell them that our intent was to deceive the  
10 underwriters and the bank.

11 Q. So your testimony now is that when you talked to the FBI  
12 on two separate occasions without a lawyer you, quote, lacked  
13 transparency which meant you lied to the FBI, correct?

14 A. Correct.

15 Q. When you say "lacked transparency," isn't that a fancy way  
16 of saying I lied to the FBI?

17 A. I was scared. It was a formidable scene to say the  
18 least.

19 Q. Then why didn't you get an attorney if you were scared?  
20 Why didn't you tell them the next day on October 1st I'm  
21 scared; I don't want to talk to you people? Why didn't you  
22 tell them that?

23 A. The retention fee was too high.

24 Q. The what?

25 A. My wife did make a few phone calls to a couple of

1       attorneys and -- or the retainer fee rather.

2       Q.     Okay. Have you ever testified to that before?

3       A.     No.

4       Q.     So your testimony now is that your wife did call lawyers,  
5           but the reason you didn't get a lawyer the next day on  
6           October 1st was because the retainer fee was too high; is that  
7           true?

8       A.     Correct.

9       Q.     So what lawyers did you get a hold of?

10      A.    I can't recall what -- who exactly she reached out to.

11      Q.    So if the retainer fee was too high, why didn't you -- so  
12       this would have been the night of September 30th, right?

13      A.    This was a couple weeks after my second interview.

14      Q.    Oh, okay, okay, okay. What I'm asking you is in the first  
15       interview, you knew they were talking about Delta. You said  
16       you lied to them or you weren't transparent. I'm sorry. And  
17       then the second interview the next day you continued to talk to  
18       them and tell them that you did nothing wrong, that nobody did  
19       anything wrong, that everything you guys did was legal,  
20       correct?

21      A.    That's what I said out of fear, yes.

22      Q.    Out of fear, fear of whom?

23      A.    Fear of the FBI, fear of the investigation. I wanted to  
24       portray an image of innocence and hope that it would all go  
25       away.

1 Q. So you thought you would get somewhere by lying?

2 A. In that first occasion, yes, the first two interviews.  
3 Thereafter, after the indictment, I've been truthful all  
4 along.

5 Q. After the indictment you were truthful. So you remember  
6 appearing with the seven codefendants at the first hearing at  
7 the indictment?

8 A. Yes.

9 Q. Okay. And you talked to the codefendants at that time,  
10 right? They weren't all the people you mentioned, correct?

11 A. Very briefly.

12 Q. And you told them, along with Mo, that everything you did  
13 was legal, that this was a legal enterprise. There's nothing  
14 to worry about. That's what you told Mr. Mayorga,  
15 Mr. Rodriguez, Mr. Ayala, all of these other people, you told  
16 them that nothing they did was illegal; isn't that true?

17 A. I didn't -- I don't recall saying that.

18 Q. You don't recall saying that?

19 A. I don't recall saying that.

20 Q. That there's nothing to worry about, that the banks told  
21 you exactly what to do, you were doing what the banks told you  
22 to do, and nothing you did was illegal, you don't remember  
23 telling them that?

24 A. First of all, Mr. Rodriguez was not present in the first  
25 court meeting or the first court hearing rather the day of the

1       indictment.

2       Q.     But Mr. Mayorga was?

3       A.     Yes. And I don't recall saying that. I recall being  
4           optimistic and saying, you know, we're going to be okay, and it  
5           was very, very brief conversations we had amongst each other.

6       Q.     Did you talk to Christian Parada after that?

7       A.     No. I can't recall talking to Mr. Parada after that.

8       Q.     Did you talk to Mr. Parada -- hold on a second. At some  
9           time you learned that the FBI had set up a phone call between  
10          you and Mr. Parada, correct?

11       A.     Yes.

12       Q.     Okay. And you didn't know at that time that Mr. Parada  
13          was being taped by the FBI, correct?

14       A.     I suspected something was going on.

15           THE COURT: The question is did you know.

16           THE WITNESS: I did not know.

17       Q.     BY MR. PETERS: You did not know. And you told  
18          Mr. Parada, don't worry. We didn't do anything wrong.  
19          Everything we did was legal, right?

20       A.     I was being cautious.

21           THE COURT: That's not the question. Did you say  
22          that?

23           THE WITNESS: Yes.

24           THE COURT: Thank you.

25       Q.     BY MR. PETERS: So after that hearing, you started going

1 Q. Okay. I'm sorry, 15B-2. I apologize. B-3 would be next.

2 Will you look at that document, 15B-2. Do you see that  
3 document?

4 A. Yes.

5 Q. Do you recognize what that document is?

6 A. Yes.

7 Q. And what is the lender's name on that document?

8 THE COURT: You'll have to blow it up. Can you blow  
9 it up?

10 MR. PETERS: Can I? Of course not.

11 THE COURT: Well, can you can direct. You have to  
12 indicate which part you want blown up. I can't read it, and  
13 I'm sure the jury can't read the lender. You want to just tell  
14 us --

15 MR. PETERS: I'm getting a lesson in technology.

16 Q. Could you see who the -- that's pretty neat. Do you see  
17 who the borrower is?

18 A. The borrower, yes.

19 Q. And who is that?

20 A. Mr. Francisco Murillo.

21 Q. What do you know about the Murillo case? You were asked a  
22 lot of questions yesterday about Murillo, right? You were  
23 shown a lot of documents about Murillo?

24 A. Yes.

25 Q. You never viewed those documents in past trials, did

1 A. Yes.

2 Q. Who are Kimberly Venegas and Jacqueline Venegas?

3 A. My daughters.

4 Q. Why are their names on this bank account statement?

5 A. Because I had an account for them separately and would  
6 deposit a little bit of money every month, about \$50.

7 Q. Did you control this account?

8 A. Yes. Because they were minors.

9 Q. Will you please turn to page 2. Do you see the entry  
10 dated October 11th for a \$13,500 deposit?

11 A. Yes.

12 Q. Did you discuss this deposit with Mr. Rodriguez?

13 A. Yes.

14 Q. What did Mr. Rodriguez tell you about this deposit?

15 A. That that money was a loan, and I was going to give it  
16 back.

17 Q. Give it back to whom?

18 A. To Ruben Rodriguez.

19 Q. Can we turn, please, to Exhibit 20B-5, B, as in boy, 5,  
20 page 2. Mr. Venegas, do you see your signature on this  
21 document?

22 A. Yes.

23 Q. What's the date listed at the very top of the document, in  
24 the top left hand?

25 A. 10/11/2005.

1 Q. Okay. Can you take that down.

2 Did you have a conversation with Mr. Rodriguez about  
3 returning the \$13,500 that he loaned you?

4 A. Yes.

5 Q. What did Mr. Rodriguez tell you about how you should  
6 return that money?

7 A. Return it to the account number of Ruben Rodriguez.

8 Q. How did you communicate with Mr. Rodriguez?

9 A. He called me on the phone, and I went to the bank; and I  
10 put the money into his account.

11 Q. During this process, did you ever meet with Mr. Rodriguez  
12 in person?

13 A. No. I have never seen Ruben Rodriguez. I don't know him  
14 by in person.

15 Q. Can we turn please to Exhibit 20D-4. Mr. Venegas, do you  
16 see your signature on this document?

17 A. Yes.

18 Q. What was this withdrawal check for \$13,500 for?

19 A. To turn the money back to Ruben Rodriguez.

20 Q. Can we turn, please, to Exhibit 20D-6, page 2. Is the  
21 return of the money to Mr. Rodriguez reflected in your bank  
22 statement?

23 A. Yes.

24 Q. Can we turn please to Exhibit 20B, as in bravo, 3.

25 Mr. Venegas, is your signature at the bottom of this page?

1 A. Yes.

2 Q. Is this one of the documents that you signed during the  
3 loan application process?

4 A. Yes.

5 Q. Did someone ever explain this document to you?

6 A. No.

7 Q. After you applied for the loan, was the loan approved?

8 A. Yes.

9 Q. Who moved into the house on Ramsey Drive?

10 A. My brother.

11 Q. Who paid the mortgage note for the first approximately  
12 year?

13 A. My brother.

14 Q. At some point did you assist your brother?

15 A. Yes. Because sometimes I did not want my credit to be  
16 ruined, so I would help him whenever I could.

17 MR. FOGERTY: One moment, your Honor. No further  
18 questions.

19 THE COURT: Mr. Long.

20 MR. LONG: Thank you.

21 CROSS-EXAMINATION

22 BY MR. LONG:

23 Q. Good morning, Ramon Venegas.

24 A. Good morning.

25 Q. Mr. Venegas, you have lived in the United States since

1 A. Can you please repeat that.

2 Q. Whose name -- do you have a brother?

3 A. Yes.

4 Q. What's your brother's name?

5 A. Ramon Venegas.

6 Q. Did the property that you moved -- did you move into a  
7 property at 4113 Ramsey Drive in 2005?

8 A. Yes.

9 Q. Who helped you purchase that home?

10 A. My brother helped me.

11 Q. What's your brother's name?

12 A. Ramon Venegas.

13 Q. Do you know Ruben Rodriguez?

14 A. Yes.

15 Q. If you could stand up and look around the courtroom today  
16 and tell me if you see Mr. Rodriguez.

17 A. Yes.

18 Q. Would you please identify Mr. Rodriguez by where he's  
19 seated.

20 THE COURT: He's standing.

21 MR. FOGERTY: Your Honor, we would ask the record  
22 reflect that the witness has identified Mr. Rodriguez.

23 THE COURT: Record will so reflect.

24 Q. BY MR. FOGERTY: Mr. Venegas, how did you meet  
25 Mr. Rodriguez?

1 MR. LONG: Objection. Nonresponsive.

2 THE COURT: Sustained. It didn't answer the question.

3 Try the question again.

4 Q. BY MR. FOGERTY: Mr. Venegas, I'm going to ask you a very  
5 specific question. Did you see Mr. Rodriguez sign the  
6 documents in 20 -- on the first page of 20D-8?

7 A. Yes. He filled them out.

8 Q. At some point after Mr. Rodriguez loaned money to your  
9 brother, did you have a conversation with Mr. Rodriguez about  
10 returning the money to Ruben Rodriguez?

11 A. Yes.

12 Q. What did Mr. Rodriguez tell you about returning the money  
13 to him?

14 A. If my brother was trustworthy.

15 Q. I'm going to ask you again. After Mr. Rodriguez gave your  
16 brother money, did you subsequently have a conversation about  
17 returning the money to Mr. Rodriguez?

18 A. Yes.

19 Q. Did Mr. Rodriguez explain how you should return the money  
20 to him?

21 A. Yes.

22 Q. What did he say?

23 A. To transfer it again to his account.

24 Q. And as far as you know, was that money transferred to  
25 Mr. Rodriguez?

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1                   MR. LONG: Objection. Speculation. Lack of personal  
2 knowledge.

3                   Q. BY MR. FOGERTY: Do you know whether the money was  
4 transferred to Mr. Rodriguez?

5                   A. Yes.

6                   Q. Was it?

7                   A. Yes.

8                   Q. Did you move into the property at 4113 Ramsey Drive?

9                   A. Yes.

10                  Q. Did you make loan payments on the loan for that  
11 property?

12                  A. Yes.

13                  Q. Did you see Mr. Rodriguez outside of court in August of  
14 2016?

15                  MR. LONG: Objection. Relevance.

16                  THE COURT: Overruled.

17                  THE WITNESS: Yes.

18                  Q. BY MR. FOGERTY: Where did you see Mr. Rodriguez?

19                  A. At a party.

20                  Q. Whose party was it?

21                  A. Some nephews of mine.

22                  Q. Did you have a conversation with Mr. Rodriguez at that  
23 party?

24                  A. He approached me. He talked to me.

25                  Q. What did Mr. Rodriguez say to you?

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1 A. When I handed it to my mother so she could sign it.

2 Q. How did you obtain the document initially?

3 A. Ruben Rodriguez gave it to me.

4 Q. In July of 2006, did you pay \$1,100 per month to your  
5 mother?

6 A. No.

7 Q. When you gave this document back to Mr. Rodriguez, was  
8 this part with the monthly rent filled in?

9 A. No. It was blank.

10 Q. During the application process, did you have a  
11 conversation with Mr. Rodriguez about the amount of money that  
12 you needed to have in your personal bank account to qualify for  
13 the loan?

14 A. Yes.

15 Q. What did Mr. Rodriguez tell you about the amount of money  
16 you needed to have in your account to qualify for the loan?

17 A. I think it was two months worth of payments.

18 Q. Did you and Mr. Rodriguez discuss -- well, did you have  
19 that money in your account already?

20 A. No.

21 Q. Did you and Mr. Rodriguez discuss a plan for getting that  
22 money into your account?

23 MR. LONG: Objection. Leading.

24 THE COURT: Overruled. Go ahead. You can answer  
25 that.

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1 Q. BY MR. FOGERTY: I'm sorry?

2 A. He said he would let us borrow money.

3 Q. Can we turn to Exhibit 22D, as in David, 6. Page 3,  
4 please. Ms. Carvajal, do you recognize the name at the top of  
5 this document?

6 A. Yes.

7 Q. Whose name is that?

8 A. That is mine.

9 Q. I'd like to focus your attention on a deposit on July 13,  
10 2006, for \$3,760. Do you recall the purpose of that deposit?

11 A. That was the money I got loaned from Ruben Rodriguez.

12 Q. Can we turn please to Exhibit 22B, as in bravo, 1. Do you  
13 see the settlement date of August 7th, 2006, on that  
14 document?

15 A. Yes.

16 Q. Is that near the time that you recall closing on the loan  
17 for the Calvine Drive property?

18 A. Yes.

19 Q. Can we please turn to Exhibit 22D, as in David, 7. Will  
20 you turn to page 4, please. Now a few days before the loan  
21 closed, there's a customer withdrawal for \$2,500. Do you  
22 recall the purpose of that withdrawal?

23 A. That was part of the money to pay back to Ruben.

24 Q. Can we now go to 22D-8, please. Turn to page 3, please.  
25 At the very bottom there's another withdrawal for \$1,100 a few

1 the Court to exclude them on a 403 ruling.

2 THE COURT: I'll overrule the objection. You can use  
3 them.

4 All right. Bring in the jury.

5 (Jury seated.)

6 THE COURT: You can get Ms. Plancarte.

7 (Whereupon the oath was administered.)

8 YUGOSLAVIA PLANCARTE

9 was called as a witness, and having been duly sworn, was  
10 examined and testified as follows through the Spanish language  
11 interpreter:

12 THE WITNESS: Yes.

13 THE CLERK: Thank you. Could you please state your  
14 full name and spell your name please.

15 THE WITNESS: Yugoslavia.

16 THE CLERK: Spelling.

17 THE WITNESS: Y-u-g-o-s-l-a-v-i-a.

18 THE CLERK: And the last name?

19 THE WITNESS: Plancarte.

20 THE CLERK: Spelling?

21 THE WITNESS: P-l-a-n-c-a-r-t-e.

22 THE CLERK: Thank you.

23 THE COURT: Okay.

24 ///

25 ///

1 DIRECT EXAMINATION

2 BY MR. LEE:

3 Q. Ms. Plancarte, I want to direct your attention on the  
4 screen in front of you to Exhibit 11D-1.

5 A. Uh-huh.

6 Q. Is that your name?

7 A. Yes.

8 Q. Who is Jesus Solis?

9 A. He was my partner at that time.

10 Q. Were you sharing a bank account with him?

11 A. No.

12 Q. Why does his name appear on this check with your name?

13 A. Because I had to add him.

14 Q. Why did you have to add him?

15 A. When I was going to buy the home.

16 Q. Who told you to add him?

17 A. A young man named Alejandro of the company where I was  
18 going to buy it.

19 Q. Do you remember the name of the company that you used to  
20 buy the house?

21 A. I think it was called Delta.

22 Q. There's an address underneath your name on this check on  
23 Orange Avenue, Number 12A?

24 A. Yes. I used to live there before.

25 Q. Is that where you lived in 2006?

1 Q. Why did you sign a check that you didn't handwrite on?

2 A. Because that's how Alejandro asked me to do it.

3 Q. Did the check that you signed have any handwriting on it  
4 when you gave it to Alejandro?

5 A. No.

6 MR. LEE: No further questions, your Honor.

7 THE COURT: Mr. Peters.

8 MR. PETERS: I have just a few questions.

9 THE COURT: Go ahead.

10 CROSS-EXAMINATION

11 BY MR. PETERS:

12 Q. You do not know Mr. Mayorga at all, correct?

13 A. I don't know him.

14 Q. Okay. And you've never met him?

15 A. No.

16 Q. And you've never heard him speak, correct?

17 A. No.

18 Q. And you've never heard him have a conversation with  
19 Alejandro, correct?

20 A. If I heard them talking?

21 Q. Yeah.

22 A. No.

23 Q. Okay. Could we put up 11A, please. I'm sorry 11A-7.

24 Now you recognize your name on that document?

25 A. I cannot see anything.

533

1 was called as a witness, and having been duly sworn, was  
2 examined and testified as follows through the Spanish language  
3 interpreter:

4 THE WITNESS: Yes.

5 THE CLERK: Thank you. Will you please state your  
6 full name and spell your names, please.

7 THE WITNESS: Reyna Beltran. R-e-y-n-a,  
8 B-e-l-t-r-a-n.

9 THE CLERK: Thank you very much.

10 DIRECT EXAMINATION

11 BY MR. FOGERTY:

12 Q. Good morning, Ms. Beltran.

13 A. Good morning.

14 Q. Did you purchase a home through Delta Homes & Lending?

15 A. Yes.

16 Q. Could we display Exhibit 21B, as in bravo, 2. Ms. Beltran  
17 if you look at the screen, is your signature top left of that  
18 document?

19 A. Yes.

20 Q. And if we can zoom back out, please. Is 231 Cleveland  
21 Avenue the address of the home that you purchased through Delta  
22 Homes?

23 A. Yes.

24 Q. Who did you work with at Delta Homes to purchase that  
25 home?

App. 99

KACY PARKER BARAJAS  
OFFICIAL COURT REPORTER, USDC - (916) 426-7640

ER 99

1 A. With Ruben Rodriguez.

2 Q. Can we go to page 3 of that document, please. I'm sorry,  
3 page 2. Ms. Beltran, in 2006 did you make \$5,923 per month?

4 A. Approximately 4,000.

5 Q. Did you tell Mr. Rodriguez that you made \$5,923 per  
6 month?

7 A. I don't recall right now, but approximately, yes, 4,000  
8 not 5,900.

9 Q. Would you turn please to 21B-4. Ms. Beltran, do you know  
10 someone by the name of Carmen Munoz?

11 A. No.

12 Q. Ms. Beltran, did you obtain the letter that's in front of  
13 you at Exhibit 21B-4?

14 A. No.

15 Q. Did you sign a number of documents during the application  
16 process for the loan for the Cleveland Street property?

17 A. Yes.

18 Q. After you signed those documents, did you move into the  
19 house that you wanted to purchase?

20 A. Yes.

21 MR. FOGERTY: No further questions.

22 THE COURT: Mr. Long.

23 MR. LONG: Thank you, your Honor.

24 ///

25 ///

1 the top of the document. Do you recognize the name of the  
2 company written there?

3 A. It's my company.

4 Q. Do you recognize the design of the header?

5 A. No.

6 Q. Is that header consistent with the letterhead that you  
7 used in your tax preparing company in 2006?

8 A. No.

9 Q. How did yours -- did you have letterhead for your tax  
10 preparing company?

11 A. No, not in the past. I do now.

12 Q. But in 2006 you did not?

13 A. No.

14 Q. In 2006, did you have a client named Reyna Beltran?

15 A. No. No. I don't remember but I'm pretty -- very familiar  
16 with all my self-employed people, and I don't -- that name  
17 doesn't ring a bell.

18 Q. Did you create the letter that you're looking at?

19 A. I'm looking at it, and it doesn't look like my  
20 signature.

21 Q. How can you tell that's not your signature?

22 A. I don't sign like that. I usually sign with my initial.  
23 I always have.

24 Q. Your first or last initial?

25 A. My first, the first letter of my initial and the last

1 name.

2 Q. Can we see 36A-5, please. Does that look like your  
3 signature 36A-5?

4 A. No.

5 Q. Did you ever have a client named Hector Zamora?

6 A. No.

7 Q. Did you provide this letter?

8 A. No.

9 Q. Can we turn to 37A-6. Does that look like your signature  
10 on 37A-6?

11 A. No.

12 Q. Did you have a client named Victor Ayala?

13 A. No. Not that I recall, no.

14 Q. Did you provide that letter?

15 A. No.

16 Q. Can we turn, please, to Exhibit 38A-1. I'm sorry, 38A-5.

17 MR. PETERS: What's the number again?

18 MR. FOGERTY: 38A-5.

19 Q. I'm going to ask you the same questions for this document.  
20 Do you recognize the signature at the bottom of this  
21 document?

22 A. No.

23 Q. Did you have a client by the name of Elizabeth Ortiz?

24 A. No.

25 Q. Did you provide this document?

1 A. No.

2 Q. Can we turn, please, to Exhibit 39A-5. Ms. Munoz, do you  
3 recognize the address on the letterhead in this document?

4 A. Yes.

5 Q. Whose address is that?

6 A. That used to be my house.

7 Q. When running your tax preparing company, did you often use  
8 your home address for correspondence as part of your  
9 business?

10 A. No.

11 Q. Why not?

12 A. I have an office. There's no need for me to put my home  
13 address.

14 Q. Did you have a client by the name of Jose Manuel  
15 Valencia?

16 A. No.

17 Q. Does that look like your signature on the bottom?

18 A. Definitely not.

19 Q. Did you provide this letter?

20 A. No.

21 Q. Have you ever provided a tax preparer letter for a client  
22 who was applying for a loan?

23 A. Generally, no.

24 Q. Do you recall an instance when you did?

25 A. No. I mean it's -- no. I personally myself, I do loans,

1 examined and testified as follows:

2 THE WITNESS: I do.

3 THE CLERK: State your full name and spell your names  
4 for us, please.

5 THE WITNESS: My name is Gabriela Betance, spelled  
6 G-a-b-r-i-e-l-a, B-e-t-a-n-c-e.

7 THE CLERK: Thank you very much.

18 All right.

DIRECT EXAMINATION

20 BY MR. FOGERTY:

21 Q. Good morning Special Agent.

22 A. Good morning.

23 Q. Who do you work for?

24 A. I work for the Federal Bureau of Investigation.

25 Q. When did you start with the FBI?

1 Q. Do you recognize the person that's depicted in that  
2 picture?

3 A. I do.

4 Q. Who is it?

5 A. That is Manuel Herrera.

6 MR. FOGERTY: The government moves to admit  
7 Exhibit 103.

8 MR. LONG: No objection.

9 THE COURT: Admitted.

10 (Government's Exhibit 103 was admitted into evidence.)

11 Q. BY MR. FOGERTY: Special Agent Betance, on September 25th,  
12 2009, did you interview someone who is in the courtroom?

13 A. I did.

14 Q. Who was that?

15 A. That was Jaime Mayorga.

16 Q. What was that interview related to?

17 A. To his employment at Delta Homes.

18 Q. How did you arrange that interview?

19 A. I called him and made arrangements for him to meet me.

20 Q. And where did the interview take place?

21 A. At the FBI office in Sacramento.

22 Q. Who else was present during that interview?

23 A. Special Agent John Sommercamp, Mr. Mayorga, myself.

24 Q. I'm going to ask you a few questions about the statements  
25 Mr. Mayorga made during that interview.

1 changed the information on the loan applications to qualify the  
2 borrowers.

3 Q. Later in the interview did he say -- later in the  
4 interview, what did he say about his efforts to change clients'  
5 information?

6 A. He told me that he did participate in changing employment  
7 and inflating incomes and -- in order to qualify the borrowers  
8 and that all of the Delta employees knew how to do it.

9 Q. What other techniques for qualifying borrowers did you  
10 discuss with Mr. Mayorga?

11 A. Loaning money to clients for their bank accounts.

12 Q. What did Mr. Mayorga say about loaning money to clients?

13 A. He said that at on at least five or six occasions he  
14 loaned money to clients to help them qualify. The loan was a  
15 no interest.

16 Q. Did you discuss a particular loan transaction with  
17 Mr. Mayorga?

18 A. I did.

19 Q. Who was the borrower on that transaction?

20 A. Mr. Juan Galindo.

21 Q. What document did you show Mr. Rodriguez from that  
22 transaction?

23 THE COURT: Mr. Mayorga.

24 THE WITNESS: Mr. Mayorga.

25 MR. FOGERTY: I'm sorry, your Honor, Mr. Mayorga.

1 A. If I don't recall them, then yes.

2 Q. Yeah, okay. Then go ahead and look at your report.

3 A. I don't have it with me, sir.

4 Q. You didn't bring your report with you?

5 A. There's a copy on the desk. I don't have it here with me.

6 THE COURT: She already testified it was

7 September 25th, 2009, if that will expedite.

8 MR. PETERS: Well, but there's going to be other  
9 matters in which I'm going to ask.

10 THE COURT: That's fine. But that's the date she's  
11 already testified.

12 THE WITNESS: Thank you.

13 Q. BY MR. PETERS: How was it that you contacted  
14 Mr. Mayorga?

15 A. I called him and asked him to meet me.

16 Q. And you told him what it was regarding, Delta Homes?

17 A. I may have told him during the phone call what it was  
18 regarding.

19 Q. Okay. And he came down voluntarily, right?

20 A. Yes.

21 Q. And did you tell him he had a right to have a lawyer  
22 present?

23 A. I don't believe I said that.

24 Q. Okay. But you told him it was a criminal investigation?

25 A. I told him that we were going to talk about Delta Homes.

1 your client?

2 MR. LONG: Yes. Both defendants jointly call  
3 Professor Shaun Martin.

4 THE COURT: Okay. Let's bring him in.

5 (Whereupon the oath was administered.)

6 SHAUN MARTIN

7 was called as a witness, and having been duly sworn, was  
8 examined and testified as follows:

9 THE WITNESS: I do.

10 THE CLERK: State your full name for you us and spell  
11 your names.

12 THE WITNESS: Shaun Martin, S-h-a-u-n, M-a-r-t-i-n.

13 THE CLERK: Thank you.

14 THE WITNESS: Thank you.

15 THE COURT: Okay.

16 DIRECT EXAMINATION

17 BY MR. LONG:

18 Q. Good morning, Professor Martin.

19 A. Good morning.

20 Q. How are you presently employed?

21 A. I am a law professor at the University of San Diego.

22 Q. Since when have you been a law professor at the University  
23 of San Diego?

24 A. I joined the full-time faculty in 1995.

25 Q. And what do you do as a law professor at the University of

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1 Q. Did you interview underwriters for mortgage brokers?

2 A. Yes.

3 Q. Do you have a rough idea of about how many interviews took  
4 place concerning this 2004 to 2007 time frame?

5 A. I could give you an estimate, but it would depend on what  
6 you count as an interview. The number of formal sit-down  
7 interviews in their office would have been fairly small, maybe  
8 a dozen or two dozen. The number of interviews at conferences  
9 would be probably in -- certainly it would exceed a hundred. I  
10 don't know that I -- I don't know if it's 200, but I would say  
11 definitely above 100.

12 Q. For what purposes of did you conduct these 100 or 200  
13 interviews?

14 A. I consider it part of my academic expertise. So part of  
15 my job at the University of San Diego is to familiarize myself  
16 with a particular industry and in my case the mortgage  
17 industry, and my goal was to obtain more knowledge about that  
18 industry with the ultimate product hopefully at some point  
19 being one or more academic pieces written in that field. In my  
20 field, that would principally be law review articles.

21 Q. Did you take notes while interviewing these people at the  
22 academic conferences or the dozen or so that took place in the  
23 offices of these people?

24 A. I would not take notes at the -- at what I'll call the  
25 informal interviews at conferences because people don't do

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1 Q. And in drafting that law review article, did you rely on  
2 the academic research you did and the interviews that you did  
3 in drafting that law review article?

4 A. Well, I relied on the academic research I did for sure.  
5 And that's what I cited in the law review article. I used my  
6 interviews with people as background knowledge for that. So it  
7 was a part of my knowledge of the industry. But as you can see  
8 from the law review article I published, I didn't cite to any  
9 of those interviews, and I definitely didn't rely on the notes  
10 because I didn't even look at those. But I did take into  
11 account the interviews that I had had as part of that  
12 article.

13 Q. What was the name of the article that you published?

14 A. The article was "Winners and Losers in the Mortgage  
15 Crisis."

16 Q. And when was that published?

17 A. I believe that was published in 2017.

18 Q. And by whom was it published?

19 A. It was published by the University of Connecticut in the  
20 Connecticut Insurance Law Journal.

21 Q. And is that part of the University of Connecticut Law  
22 School?

23 A. It's nominally associated with it. It's a peer-reviewed  
24 law journal that is run by the faculty and the students at the  
25 University of Connecticut.

1       Real Estate?

2       A.     I have.

3       Q.     What license did you receive from them?

4       A.     I was a licensed real estate broker.

5       Q.     What training or learning concerning real estate did you  
6       receive to earn your license from the California Bureau of Real  
7       Estate?

8       A.     I took classes in the subject. I studied on the subject.

9       I had prior experience in that field which helped me. So I had  
10      to take those classes and meet the educational requirements to  
11      take the test, and then I had to take the real estate broker's  
12      test and pass it which I did.

13      Q.     From when to when did you hold a California real estate  
14      license?

15      A.     I couldn't tell you exactly, but I would say roughly from  
16      the late '90s until the early to mid-2000s.

17      Q.     Would 2002 to 2006 sound about right?

18      A.     That would sound about right. I would have thought it was  
19      a little bit earlier, but it was a fair piece ago.

20      Q.     For what reasons or purposes did you obtain a real estate  
21      license?

22      A.     Well, I thought that was part of -- I mean, I was already  
23      preexistingly interested in that area, and I wanted to put that  
24      to a little bit of practical use. So I wanted to do a little  
25      bit of brokering and things that required a license, and so I

1       Real Estate?

2       A.     I have.

3       Q.     What license did you receive from them?

4       A.     I was a licensed real estate broker.

5       Q.     What training or learning concerning real estate did you  
6       receive to earn your license from the California Bureau of Real  
7       Estate?

8       A.     I took classes in the subject. I studied on the subject.

9       I had prior experience in that field which helped me. So I had  
10      to take those classes and meet the educational requirements to  
11      take the test, and then I had to take the real estate broker's  
12      test and pass it which I did.

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14      license?

15      A.     I couldn't tell you exactly, but I would say roughly from  
16      the late '90s until the early to mid-2000s.

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18      A.     That would sound about right. I would have thought it was  
19      a little bit earlier, but it was a fair piece ago.

20      Q.     For what reasons or purposes did you obtain a real estate  
21      license?

22      A.     Well, I thought that was part of -- I mean, I was already  
23      preexistingly interested in that area, and I wanted to put that  
24      to a little bit of practical use. So I wanted to do a little  
25      bit of brokering and things that required a license, and so I

1 MR. LONG: Thank you very much, your Honor.

2 RESUMED DIRECT EXAMINATION

3 BY MR. LONG:

4 Q. Professor Martin, are expert opinions concerning economics  
5 issues tested and verified in the same way that expert opinions  
6 are tested and verified concerning scientific issues like DNA  
7 or blood testing?

8 MR. FOGERTY: Objection. Relevance.

9 THE COURT: Sustained.

10 Q. BY MR. LONG: How are economics issues tested or verified  
11 by experts in your field?

12 A. In my field they can be tested and verified in either one  
13 of two ways. They can either be testified (sic) statistically,  
14 or they can be tested qualitatively.

15 Q. And concerning your law review article that was published  
16 through the University of Connecticut's law school or  
17 associated with that, how would that article have been  
18 tested?

19 A. That would have been tested qualitatively pursuant to the  
20 peer review process.

21 Q. In the years leading up to 2004 or slightly before, what  
22 was the most common type of residential mortgage lending  
23 industry loan marketed by the institutions?

24 A. They would have been -- back in that era, it would have  
25 been what are called traditional and conforming loans.

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1 Q. Which are what?

2 A. A traditional and conforming loan would be the one that  
3 you're -- that most people are familiar with. The basic  
4 attributes are things like a loan-to-value ratio of roughly 80  
5 percent, so common in parlance, 20 percent down or something  
6 like that with verified income, verified assets. So you put  
7 down your income. You put down your collateral. The bank  
8 tests all of that, and then you have to put 20 percent of the  
9 mortgage down. And in a traditional conforming loan, which was  
10 dominant during that era, the bank would then retain the loan.  
11 The bank -- in other words, you would pay the bank, and if you  
12 didn't repay the bank, then the bank would lose money. That  
13 was the dominant industry product during that era.

14 Q. So if I went into a lending institution back then and got  
15 a loan, that same bank would collect the mortgage payments each  
16 month?

17 A. That's correct.

18 Q. The kind of loan you're talking about, is that considered  
19 a full document loan?

20 A. Yes. The traditional one would be a full document loan.  
21 All of your statements on the loan that were material would be  
22 verified.

23 Q. By what manner would they be verified?

24 A. Traditionally, you would have to --

25 MR. FOGERTY: Objection. Foundation.

1                   THE COURT: Overruled.

2                   Go ahead. You can answer.

3                   THE WITNESS: Traditionally, you would have to have  
4                   documents proving whatever statements you made on the loan. So  
5                   if you -- and it would depend on the statement they were  
6                   verifying. Classically, you would verify your income by  
7                   producing your pay stub, a profit and loss statement, something  
8                   like that. Similarly you would produce your -- you would  
9                   confirm your assets by producing original bank records. In  
10                   some cases they would require you to produce either tax  
11                   returns, or they would have you fill out a form so that they  
12                   could get your tax returns from the IRS. So you would verify  
13                   with documents.

14                   The other material part of that loan would be how much  
15                   the house appraised for, and that would be not something that  
16                   you would verify. The bank would independently verify that by  
17                   hiring an appraiser, which you would pay for, but the appraiser  
18                   would verify the value of the house.

19                   Q. BY MR. LONG: And were those the industry standards for  
20                   that era?

21                   A. Yes. That was the industry standard definitely  
22                   pre-2000.

23                   Q. From the point of view of the lending institutions, were  
24                   full document loans considered safe loans or risky loans?

25                   A. It would honestly depend on who you made them to, but they

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1       were the safest kind of loans.

2           Prime, traditional conforming loans would be the safest,  
3       prime loans being traditional conforming 20 percent down loan  
4       that you made with full docs, and they're called prime because  
5       you made them to people with the highest salaries, the highest  
6       credit scores, the highest assets, the highest collateral.  
7       Those would be the safest.

8           Slightly beneath that during that era would have been the  
9       subprime loans, but traditional and conforming. Subprime loans  
10      were all the same, full documents, 20 percent down, everything  
11      verified, but they were subprime loans because you were loaning  
12      to people who were a little bit iffier. Their credit scores  
13      were a little lower. They may have had some late payments on  
14      credit cards or even a bankruptcy in the distant past.  
15      Nonetheless, prime, traditional conforming safest. Subprime  
16      still safe but a little bit more risky.

17      Q.     What about full document loans made them safe?

18      A.     Full document loans made them the safest kind of loans  
19      because you were verifying the -- two of the big C's. You were  
20      verifying their collateral. So you knew they had money. In  
21      case they didn't repay the loan, you could go after them for  
22      the money they had in the bank. So the collateral would be  
23      verified. You knew they had collateral. And then you also  
24      knew that they had capacity to repay the loan. They had a job.  
25      That didn't necessarily mean they kept the job, but they had

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1 the job. It's likely that they would continue at that roughly  
2 same income level.

3 So with traditional conforming loans, you were betting on  
4 the person. You were betting on the person to pay, and you  
5 were verifying that, yep, that person can pay.

6 Q. You discussed a moment ago the original mortgage lenders  
7 in that era keeping and servicing the loans, meaning collecting  
8 the monthly payments from the person they lent the money to; is  
9 that correct?

10 A. Yes. Just to tell you the terms I'll use that are used in  
11 the industry, they were both originators and holders. So they  
12 originated the loan. They brought the person in. They filled  
13 out the paperwork with the person, so they started the loan.  
14 They decided to fund the loan, and then critically then they  
15 held the loan, meaning it was their money they put out, and  
16 then they got the money back. They didn't sell the loan to  
17 anybody else.

18 Q. Did that scenario of the same bank originating the loan  
19 and the same bank holding the loan to service it, did that  
20 process have any impact on underwriting standards of the  
21 lenders in that time frame?

22 A. Definitely.

23 Q. What impact or effect?

24 A. It had the effect of making the banks want to make sure  
25 that everything the borrower said in their application was

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1 true. Because when you hold the loan, if the borrower doesn't  
2 repay the loan, you're the one that loses money.

3 Q. And did the fact that the banks were the ones that were on  
4 the hook to lose money if the borrower defaulted, did that  
5 affect how they maintained their underwriting standards?

6 A. Yes. They had -- they were rigorous during that era, and  
7 they had every incentive to be rigorous. And the ones that  
8 were not rigorous went out of business.

9 Q. From 2000 through about May of 2007, were housing prices  
10 in the United States rising, staying steady, falling? What  
11 were they?

12 A. Rising, and toward the latter part of that dramatically  
13 rising.

14 Q. And can you define rising and dramatically rising and if  
15 you could put time frames on it?

16 A. Sure. So in the beginning of that period, housing prices  
17 would often appreciate depending on the market. But we can  
18 talk about Sacramento. Sacramento was roughly the same until  
19 the latter part. So I would say, in the beginning of that era,  
20 housing prices would appreciate roughly five or seven percent a  
21 year. Something like that would be fairly normal.

22 During the latter half, so let's say the last three years  
23 of that 2004 to 2007, housing prices -- this is the bubble --  
24 rapidly appreciated. And by rapidly, they became double digit  
25 and then, for example, here in Sacramento, you had a year over

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1 year change at the end of that period in 2006 to 2007 where  
2 housing prices were appreciating 31 percent a year. So it  
3 started -- there was consistent appreciation but not  
4 historically bizarre, and then there was rapid super  
5 appreciation.

6 Q. And what years were the rapid appreciation in prices?

7 A. 2006 to 2007 was the highest, at least in this type of  
8 market, in Sacramento and in other places like Sacramento,  
9 Las Vegas, other very high-impact places.

10 Q. Did the rising housing prices in the United States during  
11 the 2004 through 2007 time frame have any effect or impact on  
12 underwriting standards by lending institutions in that time  
13 frame?

14 A. Definitely.

15 Q. Can you describe them?

16 A. The general response was to reduce or eliminate the  
17 underwriting standards that lenders employed because no longer  
18 did you have to rely on the borrower to repay. Instead you  
19 could rely on appreciating housing prices to repay the loan.  
20 Two different things happen when housing prices are rapidly  
21 appreciating. It no longer matters if the borrower has the  
22 funds to repay the loan because one of two things invariably  
23 happened during that era. Either, number one, even if they  
24 defaulted on the loan, you could foreclose on the loan. Even  
25 if they didn't make a single payment, you could foreclose on

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1 the loan. And by the time you foreclosed on the loan, the  
2 house would have increased in price to cover the loan and any  
3 deficiency.

4 So number one, in the unlikely event they defaulted, you  
5 could just rely on appreciating housing prices to get all your  
6 money back plus more, plus the late fees and attorney's fees  
7 and other ancillary charges the lenders started making during  
8 this period.

9 The other thing that would happen even more commonly is  
10 that, with rising housing prices, there was no need to  
11 foreclose because everybody refinanced to take money out. And  
12 if you got behind on your loan, because the house was worth 50  
13 or a hundred grand more than it was even a year ago, you would  
14 just refinance the loan and pay off the old loan.

15 So increasingly during that era and especially in  
16 particular times of market like subprime alt A areas, lenders  
17 no longer cared if the borrower had the ability to repay the  
18 loan. What they knew is that housing prices were appreciating  
19 and expected to keep appreciating, and so the house would pay  
20 off the loan.

21 Q. There are a few terms that you used that I'll ask you to  
22 explain. You said "alt A." What is alt A?

23 A. Alt A is the counterpart. We talked before about  
24 traditional conforming loans. Alt A loans are things that are  
25 not traditional conforming loans. In particular, they're types

1 of loans like stated document loans, stated income loans,  
2 things that did not require the same level of verification as  
3 the full doc loans. Those are alt A loans, especially when  
4 they're combined with other types of exotic products that  
5 started gaining popularity between 2000 and 2008 like ARMs,  
6 adjustable rate mortgages, and other attributes, full  
7 LTV loans. So remember I talked about 20 percent down, if you  
8 don't have a large down payment with verified -- with full  
9 verification, we call those -- the industry called them  
10 alt A loans.

11 Q. So is it fair to say alt A, is it the opposite of full  
12 doc, or is it something different?

13 A. Well, it's any loan that is not full documentation is by  
14 definition an alt A loan. Some loans that are full  
15 documentation are alt A loans, but during this period, a very  
16 tiny fraction. So just to give you an example, even if you had  
17 a full doc loan that was a balloon mortgage or an interest-only  
18 mortgage, that would be an alt A too. But for the most part,  
19 during -- but especially between 2004 and 2007, the  
20 overwhelming majority of alt A loans were either no doc loans  
21 or no verification loans or in part nonfull doc.

22 Q. When I asked you to describe the effect of rising housing  
23 prices and what effect that had on underwriting standards of  
24 the lending institutions, you said it would reduce or eliminate  
25 some of their underwriting standards?

1 A. Yes.

2 Q. What does that mean?

3 A. That means that the lenders didn't need to care anymore  
4 about virtually everything that you put down in your loan  
5 application. They didn't need to care about how much income  
6 you had. They didn't need to care about whether or not you had  
7 assets in the bank. That's why they developed products like no  
8 verification loans because that's not what you were betting on  
9 as those lenders. Even if you held the loans, what you were  
10 betting on is that the person would refi or that the housing  
11 prices would appreciate. That's how you would make your  
12 money.

13 Q. You said something about developed by the lenders. These  
14 different types of loans such as stated income, stated  
15 document, who developed those types of products?

16 A. Necessarily the lenders developed them. It was the  
17 lenders in the industry that created those products and  
18 marketed them to consumers and tried to get them to take out  
19 those loans.

20 Q. Were those common in the industry from 2004 through May of  
21 2007?

22 A. Extremely common, especially in the subprime market. So  
23 in fact the majority and later in 2006 and 2007 the  
24 overwhelming majority of those loans in the subprime market  
25 were alt A loans. They were nonfull doc loans.

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1 your word for it. Verified means that I'm going to do some  
2 level of inquiry pursuant to some underwriting guideline. So  
3 if it was a stated income, verified asset loan, then you would  
4 have to have some set of documents for your alleged assets.  
5 Typically you'd give them a bank statement.

6 Q. In the '04 to '07 time frame, were mortgage lenders  
7 required to offer stated income, stated asset loans?

8 A. No.

9 Q. Were stated income, stated asset loans generally offered  
10 by most subprime lenders in the United States in that time  
11 frame?

12 A. They were offered by most of them because, as I mentioned,  
13 they became the only game in town. All your subprime lending  
14 were alt A lending. So if you didn't do alt A lending, you  
15 could not do lending. You were stuck to traditional conforming  
16 loans.

17 Q. The full document loans?

18 A. Full document, 20 percent down, that industry. And that  
19 was not growing. That part was shrinking, and that was not  
20 where the money was to be made. The money was to be made on  
21 alt A subprime loans. So you didn't have to do this business,  
22 but if you didn't do this business, you were relegated to the  
23 traditional backwater, low profit end.

24 Q. Why would alt A or subprime loans generate more money than  
25 traditional full document loans during this time frame?

1 A. There are two different reasons.

2 MR. FOGERTY: Relevance.

3 THE COURT: Overruled. Go ahead.

4 THE WITNESS: The two different reasons were, number  
5 one, your alt A loans, your stated income or your stated  
6 document loans, you made more money on those loans. You  
7 charged higher rates for those loans because remember we're  
8 talking about people who don't have very good credit or people  
9 who basically can't qualify for the prime rate loans. So A,  
10 you would make more money on those loans if you held them  
11 yourself because you would be charging more interest for those  
12 products. That's why the lenders came up with those products.  
13 And B, and increasingly important during this era, lenders  
14 started securitizing those loans. Whereas, these loans didn't  
15 get securitized in the same way.

16 Q. We'll get to securitization shortly, but when you said  
17 "higher rates," what rates were higher in the subprime?

18 A. Principally, the interest rates were higher. You got  
19 ancillary income through what are called ancillary fees.

20 Q. Which are?

21 A. It's sort of the mortgage industry's equivalent of baggage  
22 fees in the airline industry, so late fees, late interest rate  
23 charges. Built into your alt A products, unlike your  
24 traditional products, were a ton of different fees that the  
25 lender would make income on if, for example, you missed a

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1 Q. Did the higher interest rates for alt A or subprime loans  
2 have any effect at all on the underwriting standards for the  
3 era '04 through '07?

4 A. Yes.

5 Q. How?

6 A. Because there was so much money to be made by making these  
7 types of loans as contrasted to the other kinds of traditional  
8 loans, you relaxed your underwriting standards so that more  
9 people would qualify for those loans. You were desperate to  
10 make those loans because that's where the bank made its  
11 money.

12 Q. When you say relaxed underwriting standards, what does  
13 that term mean?

14 A. Relaxed underwriting standards is just a different way of  
15 saying you would do what you needed to do to make the loans.  
16 And so underwriting is just a process of approving a loan or  
17 not approving a loan, and so what you would do in this industry  
18 during the time period would be one of two things typically.  
19 These were the most common things. Either you would formally  
20 relax your underwriting standards so you might -- and  
21 alt A loans were a good example. Not requiring documents was a  
22 form of relaxing your underwriting standards. Requiring fewer  
23 assets was a way of relaxing your underwriting standards,  
24 reducing your down payment, in this era, for example, lots of  
25 loans had zero down payment or a negative down payment or they

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1 congressional committee talked about that in that report. I  
2 talked -- that was a big focus of my interviews with people. I  
3 talked about the exceptions that underwriters did and how often  
4 they were done, and then the academic literature has also been  
5 heavily focused on the role of exceptions in that industry.  
6 And the common consensus in that literature is that during 2004  
7 and 2007, the number of exceptions exploded such that it was  
8 actually rare to have a pack of loans that did not have  
9 majority exception loans. So exceptions were supposed to not  
10 be the norm. They became the norm.

11 Q. In what years?

12 A. Between 2004 and 2007.

13 Q. You've talked about stated income, stated asset, stated  
14 income, verified asset. Are you familiar with no income, no  
15 asset loans?

16 A. Yes.

17 Q. What are they?

18 A. No income loans are when you have no job. No asset loans  
19 are when you have no money. So if you have -- sometimes those  
20 loans were called NINJA loans.

21 Q. What would the J be in NINJA?

22 A. Job. No income from anything, no job, no assets. So you  
23 had nothing to your name but your name.

24 Q. And based on your knowledge of the industry, were loans  
25 such as those approved in '04 to '07 time frame?

1 A. Routinely.

2 Q. Which were more common, stated income or no income?

3 A. Stated income were more common than no income, but both  
4 routinely happened.

5 Q. Were each of these stated income or no income products  
6 created by the mortgage lending industry or by somebody or  
7 something else?

8 A. They were created by the mortgage lending industry. They  
9 were created by the banks.

10 Q. Now in this time frame of '04-'07, did new types of  
11 lenders join the old traditional mortgage lenders?

12 A. Yes. There was an explosion of new lenders.

13 MR. FOGERTY: Relevance.

14 THE COURT: Sustained. The answer will be stricken.

15 Q. BY MR. LONG: Did traditional lenders or new lenders have  
16 differing underwriting standards?

17 MR. FOGERTY: Relevance.

18 THE COURT: Sustained.

19 Q. BY MR. LONG: In the '04 to '07 time frame, if it's  
20 possible to describe in percentages, about loans that were  
21 maintained by the original lending institution versus those  
22 that were sold on a secondary market?

23 A. What about them?

24 Q. Was there a -- did the percentage of loans that were  
25 maintained by the original lender change over that era?

1 A. Yes, it did.

2 Q. How so?

3 A. Increasingly lenders no longer retained the loans that  
4 they made. They sold those loans, or they started securitizing  
5 them.

6 Q. Now you talked about securitization. Could you describe  
7 what that term means?

8 A. Securitization is a sophisticated way of bundling and  
9 selling a portfolio of loans. And so the best way to describe  
10 it is just to describe what happened in the industry during  
11 that time. The traditional model was to make a loan and then  
12 to hold it so that you got repaid by the lender. But  
13 increasingly starting in the 2000s and ramping up especially in  
14 the latter part between 2004 and 2007, lenders started  
15 securitizing loans. And securitization in its simplest form  
16 is, instead of holding on to the loan, you take a bundle of  
17 loans and you put them together. Typically those loans would  
18 be in the hundreds or thousands.

19 So you put, let's say, a thousand loans together, and then  
20 you sell them as a bundle in what's called a mortgage-backed  
21 security, an MBS. When you have an MBS, you then take those  
22 loans and you do what's called tranching them. Tranching them  
23 is taking these thousand loans and cutting it up into pieces,  
24 what are called tranches, each tranche representing a certain  
25 percentage of the loans that got repaid, and this is where it

1 A. Yes.

2 Q. How?

3 A. Since you were now selling the loans, the losses on those  
4 loans were not your losses, you being the banks. Banks became  
5 originators, not holders. So the bank would originate the  
6 loan, fund the loan, and then immediately sell that loan as  
7 part of a mortgage-backed security. So the lender would now  
8 make its money off of selling the loan rather than by being  
9 repaid by the loan. Once they made money just by selling the  
10 loan, they had no reason to care if the loan was repaid. They  
11 made their money when they sold the loan. They didn't lose  
12 money if the loan wasn't repaid. It removed their incentive to  
13 care about whether the borrower could repay the loan.

14 Q. So at the point in time if it's been sold as a  
15 mortgage-backed security, what types of income would the  
16 mortgage lenders get up to the point where they've sold it as a  
17 mortgage-backed security?

18 MR. FOGERTY: Relevance.

19 THE COURT: Sustained. We're going to take our break.  
20 All admonitions apply during your lunch break. Please report  
21 any violation of those admonitions, and we will return at  
22 about -- let's come back at 1:30, 1:30.

23 (The luncheon recess was taken 12:00 p.m. to  
24 1:31 p.m.)

25 THE COURT: Okay. Back on the record. Where is your

1 Q. What was the change?

2 A. The change was that the bank's only interest was in making  
3 sure they could sell the loan to a investor. They no longer  
4 cared if the loan could be repaid.

5 Q. If an original mortgage lender funded poor quality for  
6 residential mortgage loans, then sold loans to investors, if  
7 the home borrowers defaulted on the loan, could the investors  
8 force the original lenders to buy back the defaulted loans?

9 MR. FOGERTY: Objection. Relevance, *Lindsey*.

10 THE COURT: Sustained.

11 Q. BY MR. LONG: In the research that you have done, you  
12 indicated much of it was on the -- or let me rephrase that.  
13 The research that you did, did much of it include the stated  
14 income loans?

15 A. Yes.

16 Q. And the research that you did on stated income loans, did  
17 it include the research done by the national commission on the  
18 causes of the financial and economic crisis in the  
19 United States?

20 A. Yes, it did.

21 Q. And in that report, did it discuss the underwriting  
22 guidelines or what the underwriters were doing in the '04 to  
23 '07 time frame?

24 MR. FOGERTY: Objection. Relevance, *Lindsey*.

25 THE COURT: Sustained.

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1 Q. BY MR. LONG: Did what was written in this report impact  
2 your knowledge of the underwriting standards of stated income  
3 loans?

4 MR. FOGERTY: Same objection.

5 THE COURT: Sustained.

6 Q. BY MR. LONG: In the process of the banks -- original  
7 mortgage lending banks making mortgage loans in the '04 to '07  
8 time frame, other than generating money by securitizing them,  
9 did the banks have other ways to generate income on these  
10 loans?

11 MR. FOGERTY: Relevance.

12 THE COURT: Sustained.

13 Q. BY MR. LONG: The originating banks in the '04 to '07 time  
14 frame, were they able to make money if they did not keep the  
15 loans to collect the monthly payments?

16 MR. FOGERTY: Relevance.

17 THE COURT: Sustained.

18 Q. BY MR. LONG: Did the banks' abilities to make profits in  
19 the '04 to '07 time frame on these loans they would originate  
20 affect their standards for that time frame?

21 A. Yes, it did.

22 Q. How so?

23 A. Because the banks made money through securitization.

24 Since they no longer made money by holding the loans, that  
25 affected their economic incentives associated with underwriting

1 those loans. In the past they would only underwrite loans.  
2 They would only make loans when they thought the borrower was  
3 able to repay the loan. During the '04 to '07 time frame,  
4 those incentives went away. Now they had an incentive to make  
5 loans that they knew the borrower would not be able to repay  
6 because they could still make their profits through  
7 securitization.

8 Q. When you say the mortgage lenders knew the borrowers were  
9 not able to repay, what is the source of your knowledge for  
10 that comment?

11 A. Comes directly out of the Financial Crisis Inquiry Report  
12 which made that same conclusion, as well as the vast body of  
13 literature that I've referred to before, all of which comes to  
14 that same conclusion, that the banks willfully made loans that  
15 they --

16 MR. FOGERTY: Objection. Nonresponsive.

17 THE COURT: Overruled.

18 THE WITNESS: -- that they knew could not be repaid.

19 Q. BY MR. LONG: So in this '04 to '07 time frame, was it a  
20 mortgage loan originator's market?

21 A. It was definitely a mortgage loan originator's market, if  
22 by that you mean they were able to securitize any loan they  
23 made. So any loan you made you could sell.

24 Q. Are you familiar with what a Form 1003 Uniform Residential  
25 Loan Application is?

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1

DIRECT EXAMINATION

2

BY MR. PETERS:

3

Q. I just want to clarify a few things about your testimony.

4

The practice in the industry during the time period you were asked to give an opinion on, during that time period you mentioned that banks who secured these loans would -- the practice was to get rid of them, correct, basically?

7

A. That's correct.

9

Q. And clarify how quickly they would do this.

10

MR. FOGERTY: Relevance.

11

THE COURT: Sustained.

12

Q. BY MR. PETERS: Well, when they got these loans and sold these loans, they didn't fund the loans at all, did they?

14

MR. FOGERTY: Foundation. Relevance.

15

THE COURT: Sustained.

16

MR. PETERS: I have no further questions.

17

THE COURT: Cross-examination.

18

CROSS-EXAMINATION

19

BY MR. FOGERTY:

20

Q. Good afternoon, Professor Martin.

21

A. Good afternoon.

22

Q. The Home Mortgage Disclosure Act requires lenders to report the number of loan applications and rejections that they receive on an annual basis or that they give out on an annual basis, right?

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1 general discussion about being employed, about getting  
2 employed?

3 A. To work for him?

4 Q. Yeah.

5 A. Not at that point, no.

6 Q. Okay. But at some point you did go to work for a company  
7 that was run by Mr. Tovar, didn't you?

8 A. Yes.

9 Q. And what company was that?

10 A. Delta Homes & Lending.

11 Q. Okay. At the time you worked for Delta Homes & Lending,  
12 where were you employed?

13 A. I was working as a key data operator for Franchise Tax  
14 Board.

15 Q. Okay. And did you go to work for Delta Homes on a  
16 full-time or a part-time basis?

17 A. Part-time.

18 Q. Okay. When you started at Delta Homes, were you also  
19 employed at Franchise Tax?

20 A. Yes.

21 Q. So how many hours were you working at Delta Homes while  
22 you were employed there?

23 A. It's hard to say. I was working full time for Franchise  
24 Tax Board, Monday through Friday, so whenever I was off from  
25 Franchise Tax Board, some days I would go to the Delta office

1 and make some phone calls.

2 Q. At some time did you quit Franchise Tax?

3 A. Yes.

4 Q. And then work full time at Delta?

5 A. Yes.

6 Q. You heard the testimony of Manny Herrera. You were here  
7 when he testified?

8 A. Yes.

9 Q. Did you hear Manny testify that --

10 MR. LEE: Objection. Commenting on another witness's  
11 testimony.

12 THE COURT: Sustained.

13 Q. BY MR. PETERS: Did you train Manny Tovar to be a loan  
14 officer?

15 A. You mean Manny Herrera?

16 Q. I mean Manny Herrera.

17 A. No. I did not.

18 Q. Was that true that you had trained him, and he read your  
19 files; and that's how he learned to be a loan officer?

20 MR. LEE: Objection. Commenting on another witness's  
21 testimony.

22 THE COURT: Overruled. Was that true?

23 THE WITNESS: That is not true.

24 Q. BY MR. PETERS: Did Manny Herrera say other things in his  
25 testimony that you recognized to be lies?

1 MR. LEE: Objection.

2 THE COURT: Sustained. Calls for a narrative.

3 Q. BY MR. PETERS: What was Manny Herrera's position when you  
4 worked at the office he eventually transferred to?

5 A. He was the manager.

6 Q. And what did the manager do?

7 A. I mean, I'm assuming that he would, you know, make sure  
8 that everybody had what they needed to get their loans, train  
9 some of the loan officers, the new people that were coming in,  
10 that sort of thing.

11 Q. Did you have any type of license at Delta Homes?

12 A. Yes.

13 Q. What kind of license did you get?

14 A. A real estate license.

15 Q. And how is it that you got a real estate license?

16 A. So at first I was making phone calls. Mo wanted me to  
17 take my real estate license. This was around -- I believe it  
18 was around March of 2004 when I -- when I took the course to be  
19 able to take the exam, and I ended up getting my license around  
20 May of 2004 which is when I quit my Franchise Tax Board job.

21 Q. Okay. So before you got your license, you were still  
22 working at Franchise Tax, correct?

23 A. Yes.

24 Q. During the time you were at Delta Homes, were you  
25 primarily a real estate agent or a loan officer?

1 A. What time? I'm sorry.

2 Q. Pardon?

3 A. At the beginning or --

4 Q. Yeah.

5 A. So at the beginning I was making phone calls or accepting  
6 phone calls. Because Mo had an ad, so calls would come in, and  
7 we would answer those calls and try to get leads from there,  
8 but we were not loan officers.

9 Q. Okay. But during the time you were at Delta, was most of  
10 your work engaged as that of a realtor as opposed to a loan  
11 officer, or were you more a loan officer than a realtor?

12 A. I was a realtor.

13 Q. Okay. You heard testimony from Natalie and Francisco  
14 Murillo, correct?

15 A. Yes.

16 Q. And on that loan, were you a loan officer?

17 A. I was representing her as the loan officer.

18 Q. Okay. How did you come in contact with her?

19 A. She -- I mean, I don't remember if she called me or came  
20 by the office. I think either her brother -- I'm not sure if  
21 it was Francisco or another brother knew my brother.

22 Q. And at that time, what were you doing at Delta Homes?

23 A. I was showing homes. I would show -- so the Franklin  
24 office where I used to work, there was only about two realtors.  
25 Manny was one of them. I was the other one. And there was

720

1 A. What she needed to qualify.

2 Q. Okay. And then did she later come back with her  
3 brother?

4 A. Yes.

5 Q. And who was that?

6 A. Francisco Murillo.

7 Q. And where did you understand the family lived at that  
8 time?

9 A. Well, as far as I remember, they all lived together, her  
10 parents, her brothers, her husband. And I wasn't sure if she  
11 had a daughter, or I think she was pregnant at the time, so  
12 they were all living in the house.

13 Q. Did you find that unusual to have this Hispanic family all  
14 living --

15 MR. LEE: Objection. Relevance.

16 THE COURT: Sustained.

17 Q. BY MR. PETERS: Well, let me ask this way. They were  
18 renting the house that they were living in, correct?

19 A. Yes.

20 MR. LEE: Objection. Leading.

21 THE COURT: I'll allow that. We already know, yes.

22 Q. BY MR. PETERS: And when she brought Francisco to you to  
23 buy the house --

24 MR. LEE: Objection. Foundation.

25 THE COURT: Sustained.

1 MR. LEE: Objection. Relevance.

2 THE COURT: Sustained.

3 Q. BY MR. PETERS: Who was Natalia's husband?

4 A. I believe it was Luis.

5 Q. And did you ever meet him?

6 A. I think a couple times, yes.

7 Q. Did you ever have a conversation with him about where he  
8 worked?

9 A. I don't recall, no.

10 Q. Okay. There was a -- were you familiar with Summer  
11 Landscaping?

12 A. I mean, I know it's the employer that was used for  
13 Murillo.

14 Q. For who?

15 A. For Murillo, for Francisco Murillo.

16 Q. For Francisco?

17 A. Yes.

18 Q. Who provided you with that information?

19 A. I don't know if it was Natalia or if it was Luis, but they  
20 were both that I was dealing with with this transaction. I  
21 don't recall Francisco being present other than when he had to  
22 sign.

23 Q. Okay. Did you have any reason to doubt that Francisco was  
24 working at this Summer Landscaping?

25 A. No.

1 Q. And how was Francisco's credit? You ran his credit,  
2 right?

3 A. Yes.

4 Q. And he had certain bank accounts, did he not?

5 MR. LEE: Objection. Leading.

6 THE COURT: I'll allow that. Did he?

7 THE WITNESS: Yes.

8 Q. BY MR. PETERS: How about car purchases?

9 A. Yes.

10 Q. How about home refinances?

11 A. Yes.

12 Q. So he provided all of that information to you?

13 A. It was in his credit.

14 Q. Okay. Could we have, Mrs. Lincoln, 15A-5 put up.

15 Do you recognize 15A-5?

16 A. Yes.

17 Q. That's First Allied Bank, right?

18 A. Yes.

19 Q. And that's a bank that was possibly going to fund this  
20 loan, correct?

21 A. Yes.

22 Q. But they didn't fund this loan?

23 A. Yes, correct.

24 Q. Who did?

25 A. Security National Mortgage or SNMC.

1 A. No.

2 Q. But you were eventually the realtor on that house?

3 A. Yes.

4 Q. You never met her, correct?

5 A. Not that I recall.

6 Q. Okay. And did Alex Gomez ask you to loan her some  
7 money?

8 A. Yes.

9 Q. Okay. Can we see, Mrs. Lincoln, 11A-7008, page 8 of that.  
10 What does that document represent?

11 A. That is the last page of an offer where the seller decides  
12 if they're going to accept the buyer's offer or if there's  
13 going to be a counteroffer or a denial.

14 Q. And that was accepted at that time, correct?

15 A. Yes. There's a subject to attached counteroffer.

16 Q. But that offer was accepted. In other words, that was --

17 A. Yes.

18 Q. -- that ended the sale of their home?

19 A. Correct.

20 Q. Okay. Could I now see -- oh, and the check that you wrote  
21 to her was dated -- you've seen that before, August 20th, a  
22 month later, correct?

23 MR. LEE: Objection. Misstates the evidence.

24 THE WITNESS: I think it was August 10th.

25 THE COURT: Overruled. The document will --

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1 Q. BY MR. PETERS: Oh, August 10th, correct, a month later?

2 A. Correct.

3 Q. Okay. All right. Turn your attention to the Galindo  
4 matter. Were you the loan officer on Galindo?

5 A. No.

6 Q. Were you the real estate agent on Galindo?

7 A. No.

8 Q. Who was the loan officer on Galindo?

9 A. It was Christian Parada.

10 Q. Were you shown a check that you wrote to Christian Parada  
11 by the FBI?

12 A. It was a check to Galindo.

13 Q. To Galindo.

14 A. Yes.

15 Q. And did you explain to the FBI what that check was  
16 about?

17 A. Yes.

18 Q. Was that loan already funded when you --

19 MR. LEE: Objected. Leading.

20 THE COURT: Sustained.

21 MR. PETERS: Can we look at Exhibit 13D-1,  
22 Mrs. Lincoln.

23 Q. This is the check that you wrote to Juan Galindo, is that  
24 not correct?

25 A. Yes.

1 A. I know her, yes.

2 Q. Have you seen her lately?

3 A. Well, I saw her at church on Sunday, but we didn't talk.

4 Q. Okay. But you know her fairly well, right?

5 A. Yes.

6 Q. And you loaned her money?

7 A. Yes.

8 Q. And was she -- were you the loan officer on -- I'm sorry.

9 Were you the realtor on her loan?

10 A. Yes.

11 Q. And who was the loan officer, do you remember?

12 A. Yes, Luz Torres.

13 Q. And you eventually sold her a home, did you not?

14 A. Yes.

15 Q. Is she still there to the best of your knowledge?

16 A. Yes.

17 Q. What kind of business does she have?

18 MR. LEE: Objection. Relevance.

19 THE COURT: Sustained.

20 MR. PETERS: Your Honor --

21 Q. Did you loan her money for her business?

22 A. Yes.

23 MR. LEE: Objection. Foundation.

24 THE COURT: Sustained.

25 MR. PETERS: Well, if he doesn't --

1                   THE COURT: It's also leading.

2   Q.  BY MR. PETERS: Did you loan her some money?

3   A.  Yes.

4   Q.  Okay. Did you loan her money for reserves?

5   A.  No.

6   Q.  Did you loan her money for a down payment?

7   A.  No.

8   Q.  Did you loan her money for her business?

9   A.  Yes.

10   Q.  Tell me about that.

11                   THE COURT: "Tell me about that" is not a proper  
12                   question. That calls for a narrative. Ask a proper question,  
13                   please.

14   Q.  BY MR. PETERS: At the time she was going through the  
15                   purchase of a house by you, she owned a business, did she  
16                   not?

17   A.  She was in the process, was part owner, and she wanted to  
18                   buy the whole business.

19   Q.  Okay. And you wrote her a check for an amount. We won't  
20                   discuss the amount at this time, but you wrote her a check for  
21                   some amount of money, correct?

22   A.  Yes.

23   Q.  Okay. When you lent her that money, what was the status  
24                   of the loan on the purchase of the home?

25   A.  Before I start showing homes, they're already preapproved.

1                   borrower, correct?

2                   A.     Yes.

3                   Q.     You did?

4                   A.     No, to the question, yes.

5                   Q.     Yeah. Could we have 14D-1 placed on the screen. Thank  
6                   you. That's a check. Could we have 14D-2. I'm sorry. Go  
7                   back to D-1.

8                   And what's the date of that check, August 21st?

9                   A.     Yes.

10                  Q.     Okay. Could we have 14D-2 up on the screen. And what  
11                  does that represent?

12                  A.     That's a receipt of me requesting 9,000 out of my savings  
13                  account.

14                  Q.     Okay. And could we have 14D-3 placed on the screen,  
15                  please. In September of 2009 you received a message to go in  
16                  and talk to the FBI, correct?

17                  A.     Sounds about right.

18                  Q.     And were you aware at that time that an investigation had  
19                  been -- an investigation had begun with regard to Delta  
20                  loans?

21                  A.     Yes.

22                  Q.     And when you were requested to come in and talk to the  
23                  FBI, did they tell you it was about Delta loans?

24                  A.     Yes.

25                  Q.     Did you hire an attorney?

1 A. No.

2 Q. Did you go in voluntarily?

3 A. Yes.

4 Q. Did you see whether or not that interview was being  
5 recorded?

6 A. I didn't know.

7 Q. You've read the FBI report called a 302 regarding that  
8 interview, correct?

9 A. Yes.

10 Q. And is all that there is stated on that interview --

11 MR. LEE: Objection. Relevance.

12 THE COURT: Let him finish the question first.

13 Q. BY MR. PETERS: -- accurate?

14 THE COURT: You want to object still?

15 MR. LEE: Same objection.

16 THE COURT: Sustained.

17 Q. BY MR. PETERS: Did you ever tell any FBI agent or tell  
18 the agent in that interview that you falsified employment  
19 documents?

20 A. No. That is a lie.

21 THE COURT: Wait, I don't understand your answer.

22 THE WITNESS: Can you repeat the question.

23 THE COURT: You added something at the end.

24 Q. BY MR. PETERS: Is it inaccurate --

25 THE COURT: No. The question was: "Did you ever tell

1 any FBI agent or tell the agent in that interview that you  
2 falsified employment documents?"

3 Q. BY MR. PETERS: Yes or no?

4 A. No.

5 Q. Okay. Did you tell the agent whether or not you were  
6 trained by Mo Tovar?

7 A. No.

8 Q. Were you shown a copy of the loan application that was  
9 listed -- that listed a borrower by the name Juan Galindo?

10 A. Yes.

11 Q. Did you explain to the agent why --

12 MR. LEE: Objection. Hearsay. Relevance.

13 THE COURT: Finish your question.

14 Q. BY MR. PETERS: Did you explain to the agent why that  
15 check was written to Mr. Galindo?

16 THE COURT: Still want to object?

17 MR. LEE: Yes, your Honor.

18 THE COURT: Overruled.

19 Go ahead. Did you explain that?

20 THE WITNESS: Yes.

21 Q. BY MR. PETERS: Did you tell the agent Galindo was not  
22 your client?

23 MR. LEE: Objection. Hearsay.

24 THE COURT: Sustained.

25 Q. BY MR. PETERS: Did you explain to the agent that any

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1 Q. Bottom right has your name. Does that mean you were the  
2 real estate agent?

3 A. For the buyer, yes.

4 Q. If we can look at Exhibit 12A-2. That title check means  
5 you got paid on this transaction, right?

6 A. Yes.

7 Q. If we can look at Exhibit 12A-4. You see the loan  
8 conditions on the top of that. Does that mean the lender  
9 required a verification of deposit as a condition of  
10 underwriting in this case?

11 MR. PETERS: Objection. Beyond his knowledge.

12 THE COURT: Overruled.

13 THE WITNESS: It looks like, yes.

14 Q. BY MR. LEE: If we can look at Exhibit 12D-1. Did you  
15 write Fidel Lopez a check for \$6,000 to make sure that he had  
16 enough money so that he could qualify for this loan?

17 A. For that loan, yes.

18 Q. Is that your signature on the bottom right of that  
19 check?

20 A. Yes.

21 Q. If we can look at Exhibit 12D-2. Is that a check you got  
22 from Mr. Lopez that was paying you back the loan you had given  
23 him?

24 A. Yes.

25 Q. If you can look in front of you at Exhibit 12D-3. Is that

1 A. Yes.

2 Q. If we can look at Exhibit 13D-2. Is that your signature  
3 on the back of that check?

4 A. Yes.

5 Q. If we can look at Exhibit 15A-11. Are you familiar with  
6 that form?

7 A. Yes.

8 Q. Are you the person that was responsible for counseling  
9 people not to compromise their integrity?

10 A. In part, yes, as a realtor, yes.

11 Q. So you would have explained a form like that to the  
12 borrower before they signed it?

13 A. I wasn't present as a realtor when they signed documents.  
14 Normally the loan officers would.

15 Q. If we can look at exhibit -- let's see. I previously  
16 asked you if you had loaned money to other employees of Delta  
17 Homes. Did you also loan money to other borrowers of Delta  
18 Homes even when you didn't work on their files?

19 A. Yes. There was an occasion when I did.

20 Q. If you can get the binder behind you that's -- says  
21 "Exhibits 1 of 3." Can you turn in that binder to  
22 Exhibit 17D-1.

23 A. You said 1 of 3?

24 Q. Yes.

25 A. Oh, yes.

1 Q. Are you at 17D-1?

2 A. Oh, D-1, I'm sorry.

3 Q. D, as in Delta.

4 A. Yes.

5 Q. Is that your signature on the check?

6 A. On the top portion, yes.

7 Q. Is that money you had loaned to a borrower?

8 A. I don't know if he was a borrower. I don't recall that  
9 name on a loan.

10 MR. LEE: United States moves to admit  
11 Exhibit 17D-1.

12 THE COURT: It's admitted.

13 (Government's Exhibit 17D-1 was admitted into  
14 evidence.)

15 Q. BY MR. LEE: If we can look at Exhibit 17D-1. If you can  
16 turn in the binder in front of you to Exhibit 17D-2. Is that  
17 your signature on that check?

18 A. Yes.

19 Q. Is that another check where you loaned money to a borrower  
20 to qualify for a loan?

21 A. She does sound familiar. I want to say she was a --  
22 getting a loan.

23 MR. LEE: United States moves to admit Exhibit 17D-2.

24 THE COURT: It's admitted.

25 Q. BY MR. LEE: You also loaned money to a borrower named

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1                   THE COURT: He answered the question. He also can  
2 speak for himself. I'm not sure he can speak for all other  
3 loan officers.

4                   MR. PETERS: Okay.

5                   Q. You were familiar with the practice of loaning money at  
6 Delta Homes, were you not?

7                   A. Correct.

8                   Q. And before an employee of Delta would loan money, what  
9 steps would they take to -- before they would loan that  
10 money?

11                  MR. LEE: Objection. Speculation as to other Delta  
12 employees.

13                  THE COURT: Sustained. He can talk about himself.

14                  Q. BY MR. PETERS: You were familiar with what other loan  
15 officers did, correct?

16                  A. Yes.

17                  Q. You were trained by Manny, right?

18                  A. Yes.

19                  Q. You never thought loaning money was wrong, correct?

20                  A. For reserves, no.

21                  Q. Okay. You mentioned that you loaned money to qualify.  
22 Does that mean you loaned money for down payments?

23                  A. No.

24                  Q. What did you mean when you said you loaned money to  
25 qualify?

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1 A. The clients that I lent the money, they qualified for a  
2 hundred percent loan without the reserves. It's a different --  
3 there's a loan stated income, stated assets that you can  
4 qualify a hundred percent.

5 Q. Okay.

6 A. By having them have reserves, which they would qualify for  
7 a stated income, verified assets, meaning they would have the  
8 reserves in the bank, would give them a better rate than this  
9 loan over here. So they would end up getting a better rate  
10 which means they would get a lower payment.

11 Q. Okay. It doesn't mean whether or not they would get the  
12 loan, correct?

13 A. Correct.

14 Q. It would mean whether or not they got a better interest  
15 rate?

16 A. That is correct.

17 Q. So when you say "qualify," you didn't mean that they  
18 actually needed that loan to or needed the loan from you to get  
19 the loan, correct?

20 A. Correct. Yes, correct.

21 Q. When you took the real estate exam, did they ever talk  
22 about anything --

23 MR. LEE: Objection. Scope.

24 THE COURT: Overruled.

25 Q. -- about conflict of interest?

**U.S. District Court  
Eastern District of California - Live System (Sacramento)  
CRIMINAL DOCKET FOR CASE #: 2:11-cr-00296-JAM-4**

Case title: USA v. Tovar et al

Date Filed: 07/14/2011  
Date Terminated: 02/04/2020

Assigned to: District Judge John A.  
Mendez

Appeals court case numbers: 17-10456  
USCA, 20-10075 USCA

**Defendant (4)**

**Jaime Mayorga**  
*TERMINATED: 02/04/2020*

represented by **Lindsay Sweet**  
Law Office Of Lindsay Sweet  
1299 S Main Ste C # 163  
Yreka, CA 96097  
618-713-0257  
Email: llSweet224@gmail.com  
*Designation: CJA Appointment*

**Patrick Keith Hanly**  
Law Office of Patrick K. Hanly  
455 Capitol Mall  
Suite 325  
Sacramento, CA 95814  
916-773-2211  
Fax: 916-492-2680  
Email: pkh@patrickhanlylaw.com  
*TERMINATED: 08/02/2011*

**Ronald James Peters**  
Law Offices of Ron Peters  
901 H Street  
Suite 611  
Sacramento, CA 95814  
916-322-2472  
Fax: 916-322-3208  
Email: ronslaw207@sbcglobal.net  
*TERMINATED: 02/24/2020*  
*Designation: CJA Appointment*

**Pending Counts**

CONSPIRACY TO COMMIT WIRE

App. 153

**Disposition**

IMPRISONMENT: 24 Months; TSR: 24

ER 224

FRAUD  
(1)

Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 227 of 274  
Months; S/A \$100.00

**Highest Offense Level (Opening)**

Felony

**Terminated Counts**

None

**Disposition**

**Highest Offense Level (Terminated)**

None

**Disposition**

**Complaints**

None

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**Movant**

**Amy Brandt**

*TERMINATED: 10/19/2016*

represented by **Julie Salamon**

Arguedas, Cassman & Headley LLP

803 Hearst Avenue

Berkeley, CA 94710

510-845-3000

Email: salamon@achlaw.com

*TERMINATED: 10/19/2016*

*Designation: Retained*

---

**Movant**

**WMC Mortgage, LLC**

represented by **Kenneth Kiyul Lee**

Jenner & Block LLP

633 W 5th St.

Suite 3600

Los Angeles, CA 90071

213-239-5152

Fax: 213-239-5162

Email: asmith@jenner.com

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

*Designation: Retained*

---

**Movant**

**Victor Argueta**

*TERMINATED: 10/24/2016*

represented by **Amy E. Craig**

Ramsey & Ehrlich LLP

App. 154

803 Hearst Avenue

Berkeley, CA 94572

510-548-3600

Fax: 510-291-3060

Email: amy@ramsey-ehrlich.com

*TERMINATED: 10/24/2016*

*Designation: Retained*

**Miles Ehrlich**

Ramsey & Ehrlich, LLP

803 Hearst Avenue

Berkeley, CA 94710

510-548-3600

Email: miles@ramsey-ehrlich.com

*TERMINATED: 10/24/2016*

*Designation: Retained*

---

**Plaintiff**

USA

represented by **Brian Alexander Fogerty , GOVT**

United States Attorney's Office

501 I Street

Suite 10-100

Sacramento, CA 95814

916-554-2700

Fax: 916-554-2900

Email: brian.fogerty@usdoj.gov

**ATTORNEY TO BE NOTICED**

*Designation: Assistant US Attorney*

**Christine O'Neill**

Special Assistant United States Attorney

501 I Street

Suite 10-100

Sacramento, CA 95814

(916) 554-2700

Fax: (916) 554-2900

Email: christine.oneill@usdoj.gov

*TERMINATED: 01/19/2016*

*Designation: Assistant US Attorney*

**Dominique N. Thomas , GOVT**

United States Attorney's Office

501 I Street

Suite 10-100

Sacramento, CA 95814

916-554-2891

Fax: 916-554-2900

Email: dominique.thomas@usdoj.gov

Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16 Page 229 of 274  
*TERMINATED: 04/19/2013*  
*Designation: Assistant US Attorney*

**Jared Chase Dolan , GOVT**  
United States Attorney's Office  
501 I Street  
Suite 10-100  
Sacramento, CA 95814  
916-554-2700  
Email: usacae.ecfsacad@usdoj.gov  
*TERMINATED: 02/09/2018*  
*Designation: Assistant US Attorney*

**Jean Marie Hobler**  
Jean M Hobler, Esq., A Professional  
Corporation  
5716 Folsom Blvd.  
# 235  
Sacramento, CA 95819  
916-531-7979  
Email: jmh@hobleresq.com  
*TERMINATED: 01/26/2017*  
*Designation: Assistant US Attorney*

**Justin Lee , GOVT**  
United States Attorney's Office  
501 I Street  
Suite 10-100  
Sacramento, CA 95814  
916-554-2800  
Fax: 916-554-2900  
Email: justin.lee@usdoj.gov  
**ATTORNEY TO BE NOTICED**

**Lee Saara Bickley , GOVT**  
United States Attorney's Office  
501 I Street  
Suite 10-100  
Sacramento, CA 95814  
916-554-2727  
Fax: 916-554-2900  
Email: lee.bickley@usdoj.gov  
*TERMINATED: 04/21/2015*  
*Designation: Assistant US Attorney*

**Robert Steven Lapham , GOVT**  
United States Attorney  
501 I Street  
Suite 10-100  
Sacramento, CA 95814

Fax: 916-554-2900

Email: steven.lapham@usdoj.gov

TERMINATED: 03/19/2014

Designation: Assistant US Attorney

Date Filed	#	Docket Text
07/14/2011	<u>1</u>	INDICTMENT as to Moctezuma Tovar (1) count 1, Manuel Herrera (2) count 1, Ruben Rodriguez (3) count 1, Jaime Mayorga (4) count 1, Sandra Hermosillo (5) count 1, Jun Michael Dirain (6) count 1, Christian Parada Renteria (7) count 1. (Zignago, K.) (Entered: 07/15/2011)
07/14/2011	<u>2</u>	AO257 (Sealed) as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria. (Zignago, K.) (Entered: 07/15/2011)
07/14/2011	<u>3</u>	PETITION to SEAL by USA as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria. (Zignago, K.) (Entered: 07/15/2011)
07/14/2011	<u>4</u>	ORDER signed by Magistrate Judge Dale A. Drozd on 7/14/2011 GRANTING <u>3</u> Petition to Seal. The indictment, petition to seal the indictment, and this order shall be SEALED until the arrest of the dfts or until further order of the Court. (Zignago, K.) (Entered: 07/15/2011)
07/14/2011	<u>5</u>	SEALING ORDER signed by Magistrate Judge Dale A. Drozd on 7/14/2011 ORDERING that the documents in this case shall be SEALED until the arrest of the dft or until further order of the Court. (Zignago, K.) (Entered: 07/15/2011)
07/19/2011	<u>13</u>	ORDER signed by Magistrate Judge Dale A. Drozd on 7/19/11 ORDERING that the indictment is UNSEALED. (Becknal, R) (Entered: 07/19/2011)
07/19/2011	17	MINUTES (Text Only) for proceedings held before Magistrate Judge Dale A. Drozd: ARRAIGNMENT (INITIAL APPEARANCE) as to Jaime Mayorga (4) held on 7/19/2011. Pat Hanly made special appearance for Jaime Mayorga. Dfts waived full reading, advised rights, pending charges, NOT GUILTY PLEA ENTERED, and demand a Jury Trial. Status of Counsel set for 8/2/2011 at 02:00 PM in Courtroom 25 (KJN) before Magistrate Judge Kendall J. Newman. Status Conference set for 8/8/2011 at 08:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Based on representations of counsel, time excluded from 7/19/11 to 8/8/11, Local Code T4. Govt moved for detention on flight. Defense argued against flight and argued for release on a \$100,000 unsecured appearance bond. Govt moved for a secured bond based on dft's financial status. After hearing, Court ordered dft released on \$100,000 bond partially secured by available equity in his personal residence, with PTS supervision, and conditions. Dft shall comply with conditions of release as stated on the record in open court. DNA condition stayed pending Poole Appeal. Court imposed condition that dft not engage or assist others in engaging in real estate transactions during the pendency of this case for the reasons the court indicated with respect to Mr. Tovar. If defense feels that dft wishes to continue in his current employment during the pendency of this case, defense to explore the details of that work, meet with PTS, see if a modification could be fashioned that would address it, and if necessary bring the matter back to court. Defense request time to post bond. In

		Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 231 of 274 the interim, dft ordered released on a \$100,000 unsecured appearance bond. Once equity is posted, the equity will partially secure the bond and the remainder to be unsecured. Unsecured bond to be secured by 8/2/11. Dft advised FTA penalties. Dft ordered to appear. Government Counsel Dominique Thomas present. Defense Counsel Pat Hanly present. Custody Status: present, in custody. Court Reporter/CD Number: Tiffany Brown/1. (Buzo, P) (Entered: 07/20/2011)
07/19/2011	<u>31</u>	NOTICE to DEFENDANT BEING RELEASED as to Jaime Mayorga. (Becknal, R) (Entered: 07/21/2011)
07/19/2011	<u>32</u>	UNSECURED APPEARANCE BOND as to Jaime Mayorga in amount of \$ 100,000. (Becknal, R) (Entered: 07/21/2011)
07/19/2011	<u>33</u>	ORDER FOR RELEASE OF PERSON IN CUSTODY signed by Magistrate Judge Dale A. Drozd on 7/19/11 as to Jaime Mayorga. (Becknal, R) (Entered: 07/21/2011)
07/20/2011	19	COLLATERAL RECEIVED as to Jaime Mayorga: US Passport from Jaime M. Mayorga, #056700043. (Duong, D) (Entered: 07/20/2011)
07/20/2011	<u>42</u>	ARREST WARRANT RETURNED Executed on 7/19/11 as to Jaime Mayorga. (Becknal, R) (Entered: 07/21/2011)
07/22/2011	<u>45</u>	STIPULATION and PROPOSED ORDER for Substituting Property For Property Bond by Jaime Mayorga. Attorney Hanly, Patrick Keith added. (Hanly, Patrick) (Entered: 07/22/2011)
07/25/2011	<u>52</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference and Exclude Time by USA. (Thomas, Dominique) (Entered: 07/25/2011)
07/26/2011	<u>55</u>	STIPULATION and ORDER as to Jaime Mayorga signed by Magistrate Judge Gregory G. Hollows on 7/25/2011 re <u>45</u> ORDERING that dft Mayorga may substitute the property of Guadalupe Hernandez located at 1517 Ashley Avenue, Woodland California in the place his residence for purposes of satisfying the property bond requirement issued by the Honorable Dale A. Drozd on July 19, 2011. (Duong, D) (Entered: 07/26/2011)
07/27/2011	<u>57</u>	STIPULATION and ORDER signed by Judge William B. Shubb on 7/26/2011 re <u>52</u> ORDERING that the Status Conference is CONTINUED to 8/15/2011 at 08:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: XT4 Start: 8/8/11 Stop: 8/15/11. (Duong, D) (Entered: 07/27/2011)
08/01/2011	<u>63</u>	APPEARANCE BOND POSTED as to Jaime Mayorga in amount of \$ 100,000.00, real property. (Michel, G) (Entered: 08/02/2011)
08/02/2011	66	MINUTES for STATUS OF COUNSEL proceedings as to Jaime Mayorga held before Magistrate Judge Kendall J. Newman on 8/2/2011: Ronald Peters substituted in as appointed counsel for defendant. Patrick Hanly relieved as counsel for defendant. Added attorney Ronald James Peters for Jaime Mayorga. Attorney Patrick Keith Hanly terminated in case as to Jaime Mayorga. Government Counsel Dominique Thomas present. Defense Counsel Ron Peters present. Custody Status: Defendant present, out of custody. ECRO/CD Number: Jonathan Anderson. (Text Only) (Caspar, M) (Entered: 08/02/2011)

08/09/2011	<u>72</u>	Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 232 of 274 STIPULATION and PROPOSED ORDER for Between United States and Defendants by USA. (Thomas, Dominique) (Entered: 08/09/2011)
08/11/2011	<u>76</u>	STIPULATED PROTECTIVE ORDER signed by Judge William B. Shubb on 8/9/2011. (Zignago, K.) (Entered: 08/11/2011)
08/12/2011	<u>77</u>	STIPULATION and PROPOSED ORDER continuing Status Conference to 10/17/2011 by Manuel Herrera. (Manning, John) Modified on 8/15/2011 (Marciel, M). (Entered: 08/12/2011)
08/15/2011	<u>78</u>	MINUTES (Text Only) for proceedings held before Judge William B. Shubb: STATUS CONFERENCE as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria held on 8/15/2011. Court confers with counsel re case status. Government informs Court that discovery is ongoing and requests a continuance. Defendants concur. Court grants the parties' request and sets a Further Status Conference on 10/11/2011 at 08:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb, and finds for Excludable Time under Local Code T-4 Start: 8/15/2011 Stop: 10/11/2011. All defendants who do not have a waiver of appearance on file are ordered to appear on said date and time. Government Counsel Dominique Thomas present. Defense Counsel Thomas Johnson, John Manning (and specially appearing on behalf of Ronald Peters, Erin Radekin and Chris Cosca), Bruce Locke, Matthew Scoble present. Custody Status: Defendants Herrera and Renteria not present, waivers on file; Remaining Defendants are present, on bond. Court Reporter: Kathy Swinhart. (Kirksey Smith, K) (Entered: 08/15/2011)
08/22/2011	<u>82</u>	COLLATERAL RECEIVED as to Jaime Mayorga: Deed of Trust from Guadalupe Hernandez, 0000939505, 1517 Ashley Avenue, Woodland, CA. (Matson, R) Modified on 11/27/2017 (Donati, J). (Entered: 08/22/2011)
09/08/2011	<u>84</u>	CJA 20 APPOINTING ATTORNEY Ronald J. Peters for defendant Jaime Mayorga, signed by Magistrate Judge Kendall J. Newman on 8/2/06. (Kastilahn, A) (Entered: 09/09/2011)
09/22/2011	<u>90</u>	MINUTE ORDER (TEXT ONLY): On the Court's own motion, counsel are hereby notified that the <u>TIME</u> for the Status Conference currently set for 8:30 AM on 10/11/2011 is changed to <u>9:30 AM</u> on 10/11/2011 in Courtroom 5 (WBS) before Judge William B. Shubb (NOTE TIME CHANGE ONLY). Defense counsel is HEREBY ORDERED to immediately notify the defendant of this time change prior to the hearing date. If counsel is not able to timely notify the defendant of said time change, then counsel shall inform the courtroom deputy forthwith, and the matter will be set back to 8:30 AM on said date. cc: Criminal Court Agencies-Sac. (Kirksey Smith, K) (Entered: 09/22/2011)
10/07/2011	<u>91</u>	STIPULATION and PROPOSED ORDER for Continuance of Status Conference by Sandra Hermosillo. (Radekin, Erin) (Entered: 10/07/2011)
10/11/2011	<u>92</u>	STIPULATION and ORDER signed by Judge William B. Shubb on 10/7/2011 ORDERING <u>91</u> Status Conference reset for 12/12/2011 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: XT4 Start: 10/11/2011 Stop: 12/12/2011. (Reader, L) (Entered: 10/11/2011)

12/07/2011	<u>93</u>	Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 233 of 274 STIPULATION and PROPOSED ORDER for Continuance of Status Conference by Sandra Hermosillo. (Radekin, Erin) (Entered: 12/07/2011)
12/09/2011	<u>94</u>	STIPULATION and ORDER signed by Judge William B. Shubb on 12/8/2011 re <u>93</u> ORDERING that the Status Conference is CONTINUED to 2/6/2012 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: XT4 Start: 12/7/2011 Stop: 2/6/2012. (Duong, D) (Entered: 12/09/2011)
02/01/2012	<u>95</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to March 19, 2012 by Manuel Herrera. (Manning, John) (Entered: 02/01/2012)
02/02/2012	<u>96</u>	STIPULATION and ORDER <u>95</u> as to all defendants, signed by Judge William B. Shubb on 2/1/12: the Status Conference is CONTINUED to 3/19/2012 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, and Christian Parada Renteria: XT4 Start: 2/1/12, Stop: 3/19/12. (Kastilahn, A) (Entered: 02/02/2012)
03/14/2012	<u>97</u>	STIPULATION and PROPOSED ORDER for Continuing the Status Conference from March 19, 2012 to May 14, 2012 at 9:30 a.m. by Ruben Rodriguez. (Locke, Bruce) (Entered: 03/14/2012)
03/15/2012	<u>98</u>	STIPULATION and ORDER re <u>97</u> signed by Judge William B. Shubb on 3/15/2012: The Court orders that the time from 3/19/2012 to 5/14/2012, shall be excluded from computation of time within which the trial of this case must be commenced under the Speedy Trial Act, pursuant to 18 U.S.C. § 3161(h)(7)(A) and (B)(ii) and (iv), and Local Codes T4 (reasonable time for defense counsel to prepare). It is further ordered that the 3/19/2012 Status Conference shall be continued until 5/14/2012, at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. (Kirksey Smith, K) (Entered: 03/15/2012)
05/09/2012	<u>103</u>	STIPULATION and [PROPOSED] ORDER Continuing Status Conference to 6/25/12 by Jun Michael Dirain. (Scoble, Matthew) Modified on 5/9/2012 (Mena-Sanchez, L). (Entered: 05/09/2012)
05/10/2012	<u>104</u>	STIPULATION and ORDER for Continuance <u>103</u> signed by Judge William B. Shubb on 5/10/2012 resetting the Status Conference for 6/25/2012 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable Time started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria under Local Code T-4 Start: 5/10/2012 Stop: 6/25/2012. (Kirksey Smith, K) (Entered: 05/10/2012)
06/20/2012	<u>106</u>	ASSOCIATION of ATTORNEY in the case of Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria. Attorney Lee Saara Bickley, GOVT, Robert Steven Lapham for USA added. (Lapham, Robert) (Entered: 06/20/2012)
06/21/2012	<u>107</u>	STIPULATION and PROPOSED ORDER for Continuing Status Conference to August 20, 2012 by Jun Michael Dirain. (Scoble, Matthew) (Entered: 06/21/2012)
06/22/2012	<u>108</u>	STIPULATION and ORDER for Continuance and to Exclude Time <u>107</u> signed by Judge William B. Shubb on 6/21/2012 resetting the Status Conference for 8/20/2012

		Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 234 of 274 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable Time started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria under Local Code T-4 Start: 6/22/2012 Stop: 8/20/2012. (Kirksey Smith, K) (Entered: 06/22/2012)
08/17/2012	<u>109</u>	STIPULATION and PROPOSED ORDER continuing the Status Conference as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Dirain, Christian Renteria. (Manning, John) Modified on 8/20/2012 (Michel, G). (Entered: 08/17/2012)
08/17/2012	<u>110</u>	STIPULATION and ORDER to Exclude Time and for Continuance <u>109</u> signed by Judge William B. Shubb on 8/17/2012 resetting the Status Conference for 10/15/2012 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable Time started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria under Local Code T-4 Start: 8/22/2012 Stop: 10/15/2012. (Kirksey Smith, K) (Entered: 08/17/2012)
10/11/2012	<u>113</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to December 10, 2012 by Manuel Herrera. (Manning, John) (Entered: 10/11/2012)
10/12/2012	<u>114</u>	STIPULATION and ORDER signed by Judge William B. Shubb on 10/11/12 ORDERING the Status Conference reset for 12/10/12 at 09:30 AM in Courtroom 5 (WBS) before Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Dirain, Christian Renteria: T4 Start: 10/15/12 Stop: 12/10/12. (Becknal, R) (Entered: 10/12/2012)
12/05/2012	<u>115</u>	STIPULATION and PROPOSED ORDER for Continuance of Status Conference by Moctezuma Tovar. (Johnson, Thomas) (Entered: 12/05/2012)
12/06/2012	<u>116</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 12/5/12 ORDERING the Status Conference reset for 2/11/13 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: T4 Start: 12/6/12 Stop: 2/11/13. (Becknal, R) (Entered: 12/06/2012)
02/06/2013	<u>121</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to April 15, 2013 by Manuel Herrera. (Manning, John) (Entered: 02/06/2013)
02/06/2013	<u>122</u>	STIPULATION and ORDER <u>121</u> signed by Senior Judge William B. Shubb on 2/6/2013 ORDERING Status Conference CONTINUED to 4/15/2013 at 9:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: T4 Start: 2/11/2013 - Stop: 4/15/2013. (Krueger, M) (Entered: 02/06/2013)
04/11/2013	<u>131</u>	STIPULATION and PROPOSED ORDER for continuing status conference by Manuel Herrera. (Manning, John) (Entered: 04/11/2013)
04/12/2013	<u>132</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 4/11/2013 ORDERING <u>131</u> Status Conference Reset for 6/17/2013 at 09:30 AM in Courtroom

		Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 235 of 274 5 (WBS) before Senior Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria: XT4 Start: 4/15/2013 Stop: 6/17/2013. (Reader, L) (Entered: 04/12/2013)
04/15/2013	<u>134</u>	STIPULATION and PROPOSED ORDER for extending Mr. Herrera's visit to Mexico by Manuel Herrera. (Manning, John) (Entered: 04/15/2013)
04/19/2013	<u>136</u>	STIPULATION and PROPOSED ORDER for amending Mr. Herrera's return from Mexico by Manuel Herrera. (Manning, John) (Entered: 04/19/2013)
06/17/2013	<u>141</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 6/17/13 as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Michael Dirain, Christian Parada Renteria CONTINUING Status Conference to 9/9/2013 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Excludable started: XT-4 Start: 6/17/13 Stop: 9/9/13. (Meuleman, A) (Entered: 06/17/2013)
09/04/2013	<u>142</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to October 15, 2013 by Manuel Herrera. (Manning, John) (Entered: 09/04/2013)
09/09/2013	<u>143</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 9/6/13 ORDERING the Status Conference reset for 10/15/13 at 09:30 a.m. in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Jun Dirain, Christian Renteria: T4 Start: 9/9/13 Stop: 10/15/13 (Becknal, R) (Entered: 09/09/2013)
10/09/2013	<u>144</u>	STIPULATION and PROPOSED ORDER filed by Manuel Herrera continuing Status Conference to 1/6/2014 for all defendants. (Manning, John) Modified on 10/10/2013 (Marciel, M) (Entered: 10/09/2013)
10/10/2013	<u>145</u>	STIPULATION and ORDER <u>144</u> for continuance signed by Senior Judge William B. Shubb on 10/9/2013. Status Conference, as to all defendants, is RE-SET for 1/6/2014 at 9:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb., Excludable Time (T4): Start Date - 10/15/2013 through Stop Date - 1/6/2014 (Marciel, M) (Entered: 10/10/2013)
12/31/2013	<u>149</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to February 10, 2014 by Manuel Herrera. (Manning, John) (Entered: 12/31/2013)
01/14/2014	<u>154</u>	STIPULATION and PROPOSED ORDER for Modification of Conditions of Release by Moctezuma Tovar. (Johnson, Thomas) (Entered: 01/14/2014)
01/27/2014	<u>158</u>	STIPULATION and PROPOSED ORDER for Permission for Defendant to Travel to Mexico to Visit Her Father by Sandra Hermosillo. (Radekin, Erin) (Entered: 01/27/2014)
02/06/2014	<u>167</u>	STIPULATION and PROPOSED ORDER for Continuance of Status Conference to March 24, 2014 by Manuel Herrera. (Manning, John) Modified on 2/10/2014 (Meuleman, A). (Entered: 02/06/2014)
02/07/2014	<u>168</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 2/6/14 ORDERING that the Status Conference hearing as to Defendants Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Christian

		Case: 20-10075, 11/10/2020, ID: 11888921, DktEntry: 16, Page 236 of 274 Renteria, is CONTINUED from 2/10/14 to 3/24/2014 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Time is EXCLUDED between 2/10/14 and 3/24/14 under Local Code T4. (Mena-Sanchez, L) (Entered: 02/07/2014)
03/19/2014	<u>169</u>	STIPULATION and PROPOSED ORDER for Continue Status Conference to April 28, 2014 by Manuel Herrera. (Manning, John) (Entered: 03/19/2014)
03/20/2014	<u>170</u>	STIPULATION and ORDER signed by Senior Judge William B. Shubb on 3/20/14: Status Conference reset for 4/28/2014 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Excludable started as to Moctezuma Tovar, Manuel Herrera, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Christian Parada Renteria: XT4 Start: 3/24/14 Stop: 4/28/14. (Manzer, C) (Entered: 03/20/2014)
04/28/2014	<u>172</u>	MINUTES (Text Only) for proceedings held before Senior Judge William B. Shubb: STATUS CONFERENCE as to Moctezuma Tovar, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Christian Parada Renteria held on 4/28/2014. Counsel requested jury trial set in 2015. After conferring with counsel regarding schedule of case, Court ORDERED jury trial set for 4/21/2015 at 09:00 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Trial Confirmation hearing set for 2/23/2015 at 9:30 am. Based on representations of counsel, time is excluded under local code T4 (4/28/2014-4/21/2015). Government Counsel: Lee Bickley present. Defense Counsel: Thomas Johnson, Retained (for defendant Tovar), Bruce Locke (for defendant Rodriguez), Ronald Peters (for defendant Mayorga), Erin Radekin, CJA (for defendant Hermosillo), and Chris Cosca (for defendant Renteria) present. Custody Status: Defendants Hermosillo and Tovar present and out of custody. Defendants Rodriguez, Mayorga, and Renteria not present and waivers on file. Court Reporter/CD Number: Kimberly Bennett. Interpreter: Christina Scherer, Language: Spanish (Shaddox-Waldrop, A) (Entered: 04/28/2014)
06/30/2014	<u>179</u>	MEMORANDUM by Jaime Mayorga in support of modifying Pretrial Release Conditions. (Peters, Ronald) Modified on 7/1/2014 (Marciel, M) (Entered: 06/30/2014)
07/02/2014	<u>180</u>	MINUTES (Text Only) for proceedings held before Magistrate Judge Allison Claire: Defendant's Motion for Modification of Bail as to Jaime Mayorga held on 7/2/2014. The government strongly objects the to defendant's request to travel to Mexico. Defense Counsel argues on his client's behalf. The court granted the defendant's request for the reasons stated on the record. The defendant's passport is expired and in the custody of the Clerk's Office, Eastern District of California. The court allows the defendant to travel to San Francisco, California, Northern District of California in order to secure a new passport. The defendant is allowed to travel to the Country of Mexico, and he must return to this country by the end of the day on July 30, 2014 no exception. The court once again advises the defendant of the penalties for failure to appear as ordered. Upon his return to the Eastern District of California, the defendant must turn over his passport to Pretrial Services which in turn will hand it over to the Clerk's Office. Government Counsel: Matthew Segal present. Defense Counsel: Ronald Peters present. Custody Status: Non Custody. Court Reporter/CD Number: 1 of 1. (Callen, V) (Entered: 07/02/2014)
07/02/2014	<u>181</u>	COLLATERAL RETURNED as to Jaime Mayorga: 19 Passport Returned to Jaime Mayorga, 056700043. (Meuleman, A) (Entered: 07/03/2014)
07/30/2014	<u>182</u>	COLLATERAL RECEIVED as to Jaime Mayorga: US Passport from Jaime

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07/30/2014	183	COLLATERAL RECEIVED as to Jaime Mayorga: US Passport from Jaime Mayorga, 056700043. (Manzer, C) (Entered: 07/30/2014)
11/04/2014	<u>184</u>	STIPULATION and PROPOSED ORDER for Permission for Defendant to Travel to Mexico to Visit her Father by Sandra Hermosillo. (Radekin, Erin) (Entered: 11/04/2014)
01/16/2015	<u>196</u>	NOTICE of ATTORNEY APPEARANCE: Tim Allen Pori added on behalf of defendant Ruben Rodriguez. Attorney Pori, Tim Allen added. (Pori, Tim) Modified on 1/20/2015 (Marciel, M) (Entered: 01/16/2015)
01/16/2015	197	MINUTE ORDER (TEXT ONLY): Pursuant to the <u>196</u> Notice of Status Conference filed 1/16/2015, a Status Conference Re Trial Date is set in this matter as to defendants Tovar, Rodriguez, Mayorga, Hermosillo and Renteria on 1/20/2015 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. All defendants are required to appear. (Kirksey Smith, K) (Entered: 01/16/2015)
01/20/2015	198	MINUTES (Text Only) for proceedings before Senior Judge William B. Shubb: STATUS CONFERENCE re Trial Date as to Moctezuma Tovar, Ruben Rodriguez, Jaime Mayorga, Sandra Hermosillo, Christian Parada Renteria held on 1/20/2015. Court confers with counsel re case status. Mr. Pori seeks substitution of counsel for Bruce Locke as to defendant Rodriguez, as noted on the record, and requests a continuance of the trial date. *Court GRANTS said requests for substitution of attorney, and APPOINTS Mr. Pori as CJA counsel of record for defendant Ruben Rodriguez. Defendants have no objection to the continuance of the trial date. Mr. Pori requests a trial date of 9/22/2015. Court orders the 1/23/2015 Trial Confirmation Hearing and the 4/21/2015 trial date VACATED. Court resets the Trial Confirmation Hearing date for 8/31/2015 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb, and resets the Jury Trial date for 9/22/2015 at 09:00 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Court finds for Excludable Time under Local Codes T-2 and T-4 Start: 1/20/2015 Stop: 9/22/2015. Government Counsel: Lee Bickley present. Defense Counsel: Kristy Kellogg for Tom Johnson, Tim Pori (and specially appearing for Erin Radekin), Bruce Locke, Ronald Peters, Chris Cosca present. Custody Status: Defendants are present, out of custody. Court Reporter: Kimberly Bennett. cc: K. Heiser-Fed Defs (CJA). (Kirksey Smith, K) *Modified on 1/22/2016 (Kirksey Smith, K). (Entered: 01/21/2015)
04/21/2015	<u>199</u>	DESIGNATION of COUNSEL FOR SERVICE. Added attorney Jean M. Hobler, Brian Alexander Fogerty, GOVT for USA, attorney Lee Saara Bickley, GOVT terminated. (Fogerty, Brian) (Entered: 04/21/2015)
06/18/2015	<u>211</u>	STIPULATION and PROPOSED ORDER for Permission to Travel to Mexico to Visit Father by Sandra Hermosillo. (Radekin, Erin) (Entered: 06/18/2015)
08/10/2015	224	MINUTE ORDER (TEXT ONLY): The Court HEREBY ORDERS a Status Conference to discuss the trial date as to defendants Ruben Rodriguez, Jaime Mayorga and Christian Parada Renteria set for 8/17/2015 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. (Kirksey Smith, K) (Entered: 08/10/2015)
08/12/2015	<u>227</u>	NOTICE OF ATTORNEY APPEARANCE: Attorney Christine O'Neill ADDED on behalf of USA. (O'Neill, Christine) Modified on 8/13/2015 (Michel, G.). (Entered:

08/17/2015	<u>231</u>	MINUTES (Text Only) for proceedings before Senior Judge William B. Shubb: STATUS CONFERENCE as to Ruben Rodriguez, Jaime Mayorga, Christian Parada Renteria held on 8/17/2015. Court confers with counsel re case status. Government counsel informs the Court that 48 boxes of new discovery have now been made available to defense counsel, and that defense counsel now request a continuance of the Jury Trial. Court ORDERS the TCH date of 8/31/2015 and the Jury Trial date of 9/22/2015 VACATED. Court sets a Further Status Conference for 8/31/2015 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb, and finds for Excludable Time under Local Codes T-2 and T-4 Start: 8/15/2015 Stop: 8/31/2015. Government Counsel: Jean Hobler, Brian Fogerty present. Defense Counsel: Ronald Peters (and specially appearing for Tim Pori), Chris Cosca present. Custody Status: Defendant Rodriguez is present, not in custody; Defendants Mayorga and Renteria not present, waivers on file. Court Reporter: Kelly O'Halloran. cc: Crim Crt Agencies-Sac. (Kirksey Smith, K) (Entered: 08/17/2015)
08/25/2015	<u>234</u>	TRANSCRIPT REQUEST re 231 Minutes for Status Conference as to Ruben Rodriguez, Jaime Mayorga, Christian Parada Renteria held before Judge William B. Shubb on 8/17/2015 by USA. Court Reporter Kelly O'Halloran. (Fogerty, Brian) Modified on 8/26/2015 (Michel, G.). (Entered: 08/25/2015)
08/26/2015	<u>235</u>	TRANSCRIPT of Status Conference as to Ruben Rodriguez, Jaime Mayorga, Christian Parada Renteria held on 8/17/15, before Senior Judge William B. Shubb, filed by Court Reporter Kelly O'Halloran, Phone number 916-448-2712 E-mail kohalloran@comcast.net. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may also be obtained through PACER. Any Notice of Intent to Request Redaction must be filed within 5 court days. Redaction Request due 9/17/2015. Redacted Transcript Deadline set for 9/28/2015. Release of Transcript Restriction set for 11/30/2015. (O'Halloran, K) (Entered: 08/26/2015)
08/28/2015	<u>236</u>	TRANSCRIPT REQUEST by Ruben Rodriguez for proceedings held on 8/17/2015 before Judge Hon. William B. Shubb. Court Reporter Kelly O'Halloran. (Pori, Tim) (Entered: 08/28/2015)
08/31/2015	<u>238</u>	MINUTES (Text Only) for proceedings before Senior Judge William B. Shubb: MOTION HEARING and STATUS CONFERENCE as to Ruben Rodriguez, Jaime Mayorga, Christian Parada Renteria held on 8/31/2015. Court confers with counsel re case status and whereabouts of Mr. Peters. Government counsel informs the Court that they were just informed that Mr. Peters is in trial. Court confers with government counsel and counsel for defendant Rodriguez, Mr. Pori, re 232 Government's Motion for OSC re Disqualification of Mr. Pori (outside presence of co-defendants and their counsel). 9:54 AM: Court confers with Mr. Pori and defendant Rodriguez <u>in camera</u> , outside presence of all other counsel. 10:00 AM: All counsel return. Court states FINDINGS on the record and FINDS that there is no reason to disqualify Mr. Pori from this action. Court sets the Trial Confirmation Hearing for 2/29/2016 at 09:30 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. The Jury Trial date is set for 4/5/2016 at 09:00 AM in Courtroom 5 (WBS) before Senior Judge William B. Shubb. Court finds for Excludable Time under Local Codes T-2 and T-4 Start: 8/31/2015 Stop: 4/5/2016. Court orders government counsel to prepare an order. Government Counsel: Jean Hobler, Brian Fogerty present. Defense Counsel: