



*United States of America v. Walter Ryan Macapaz, Tony David Maldonado, Buffy Marie Lawrence and Lisa Carol Ross*, in the United States District Court, Southern District of Texas, Houston Division.

4. On or about April 19, 2013, a Plea Agreement (Exhibit 2) was entered in Case No. H-11-575, styled *United States of America v. Buffy Marie Lawrence*, in the United States District Court, Southern District of Texas, Houston Division, wherein Respondent pled guilty to Count One – Conspiracy to Commit Wire Fraud.

5. On or about April 1, 2014, a Judgment and Sentence (Exhibit 3) was entered in Case No. H-11-575, styled *United States of America v. Buffy Marie Lawrence*, in the United States District Court, Southern District of Texas, Holding Session in Houston, wherein Respondent pled guilty to Count One – Conspiracy to Commit Wire Fraud and was committed to the custody of the United State Bureau of Prisons to be imprisoned for a total term of 12 months and 1 day. Respondent was ordered upon release from imprisonment to be on supervised release for 3 years and ordered to pay an assessment of \$100.00. The determination of restitution was deferred until on or before June 25, 2014. Attached hereto and made a part hereof for all intents and purposes as if the same were copied verbatim herein, are true and correct copies of the following documents in the Lawrence criminal case: Indictment (Exhibit 1), Plea Agreement (Exhibit 2) and Judgment and Sentence (Exhibit 3). Petitioner expects to introduce certified copies of Exhibits 1 through 3 at the time of hearing of this cause.

6. Respondent, Buffy Marie Lawrence whose bar card number is 24052821, is the same person as the Buffy Marie Lawrence who is the subject of the Indictment, Plea Agreement and Judgment described above, true and correct copies of which are attached hereto as Exhibits 1 through 3.

7. Attached hereto as Exhibit 4 and made a part hereof for all intents and purposes as if the same were copied verbatim herein is a true and correct copy of an affidavit of Judith Gres DeBerry, Attorney of Record for Petitioner herein, attesting to the fact that Respondent is the same person as the person who is the subject of the Indictment, Plea Agreement, and Judgment entered in the Lawrence criminal case described above. Petitioner expects to introduce the original of said affidavit at the time of hearing of this cause.

8. The offense for which Respondent was convicted is an intentional crime as defined by Rule 1.06(T), Texas Rules of Disciplinary Procedure. It is as well a serious crime as defined by Rule 1.06(Z), Texas Rules of Disciplinary Procedure.

9. Having pled guilty to an intentional crime, and such judgment being final, Respondent should be disbarred as provided in Rule 8.05, Texas Rules of Disciplinary Procedure.

#### PRAYER

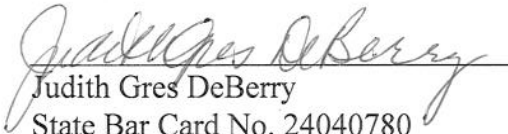
WHEREFORE, PREMISES CONSIDERED, Petitioner prays that Respondent be given notice of these proceedings as provided by law and, upon hearing of this matter, that the Board enter its order disbarring Respondent and for such other and further relief to which Petitioner may be entitled to receive including costs of court and attorney's fees.

Respectfully submitted,

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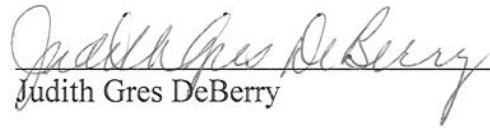
  
Judith Gres DeBerry  
State Bar Card No. 24040780

ATTORNEYS FOR PETITIONER



NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a trial on the merits of the Petition for Compulsory Discipline heretofore sent to be filed with the Board of Disciplinary Appeals on this day, will be held in the courtroom of the Supreme Court of Texas, Tom C. Clark Building, 14th and Colorado Streets, Austin, Texas, at **9:00 a.m. on the 25th day of July 2014.**

  
Judith Gres DeBerry

**SUPREME COURT OF TEXAS  
BOARD OF DISCIPLINARY APPEALS  
INTERNAL PROCEDURAL RULES**

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**SUPREME COURT OF TEXAS  
BOARD OF DISCIPLINARY APPEALS  
INTERNAL PROCEDURAL RULES**

**SECTION 1: GENERAL PROVISIONS**

**Rule 1.01 Definitions**

- (a) “BODA” is the Board of Disciplinary Appeals.
- (b) “Chair” is the member elected by BODA to serve as chairperson.
- (c) “Classification” is the determination pursuant to TEXAS RULES OF DISCIPLINARY PROCEDURE (“TRDP”) 2.10 by the Chief Disciplinary Counsel (“CDC”) whether a grievance constitutes a “complaint” or an “inquiry.”
- (d) “Clerk” is the executive director or other person appointed by BODA to assume all duties normally performed by the clerk of a court.
- (e) “Executive Director” is the executive director of BODA.
- (f) “Panel” is any three-member grouping of BODA.
- (g) “Party” is a complainant, respondent, or the CDC.

**Rule 1.02 General Powers**

Pursuant to TRDP 7.08J, BODA shall have and exercise all the powers of either a trial court or appellate court, as the case may be, in hearing and determining disciplinary proceedings; except that BODA judgments and orders shall be enforced in accordance with TRDP 15.03.

**Rule 1.03 Additional Rules in Disciplinary Matters**

Except as varied by these rules and to the extent applicable, the TEXAS RULES OF CIVIL PROCEDURE (“TRCP”), TEXAS RULES OF APPELLATE PROCEDURE (“TRAP”), and TEXAS RULES OF EVIDENCE (“TRE”) apply to all disciplinary matters before BODA, except appeals from classification decisions, which are governed by Section 3 of these Internal Rules.

**Rule 1.04 Appointment of Panels**

- (a) BODA may consider any matter or motion through appointment of a panel, except as specified in subpart (b) of this Rule. The chair may delegate appointment of panels for any BODA action to the executive director. Decisions shall be by a majority vote of the panel; however, any panel member may refer a matter for consideration by BODA sitting *en banc*. Nothing

contained in these rules shall be construed to give a party the right to be heard by BODA sitting *en banc*.

(b) Any disciplinary matter naming a BODA member as respondent shall be considered by BODA sitting *en banc*.

#### **Rule 1.05 Record Retention**

Records of appeals from classification decisions shall be retained by the BODA clerk for a period of at least three (3) years from the date of disposition. Records of other disciplinary matters shall be retained for a period of at least five (5) years from the date of final judgment, or for at least one (1) year after the date a suspension or disbarment ends, whichever is later.

#### **Rule 1.06 Trial Briefs**

In any disciplinary proceeding before BODA, all trial briefs and memoranda must be filed with the clerk no later than ten (10) days before the hearing, except upon leave of BODA.

#### **Rule 1.07 Service**

In any disciplinary proceeding before BODA initiated by service of a petition upon the respondent, service shall be by personal service, certified mail with return receipt requested and delivery restricted to respondent as addressee only, or in any other manner permitted by applicable rule(s) and authorized by BODA that is reasonably calculated under all the circumstances to apprise the respondent of the proceeding and to give him or her reasonable time to appear and answer. The CDC may serve a petition by certified mail itself without the appointment of a private process server. To establish service by certified or registered mail, the return receipt must contain the respondent's signature.

#### **Rule 1.08 Publication**

The office of the CDC shall publish these rules as part of the TDRPC and TRDP and notify each respondent in a compulsory discipline, reciprocal discipline, revocation of probation, or disability matter filed with BODA where these rules are available.

#### **Rule 1.09 Photocopying Costs**

The clerk of BODA may charge to the requestor a reasonable amount for the reproduction of non-confidential documents filed with BODA. BODA may set a fee for the reproduction of documents. The fee shall include compensation for staff and recovery of actual production costs.

#### **Rule 1.10 Abstracts**

BODA may, in its sole discretion, periodically prepare abstracts of inquiries, grievances, or disciplinary proceedings for publication pursuant to Texas Gov't Code § 81.072(b)(3) and Part VI of the TRDP.

### **Rule 1.11 Hearing Setting and Notice**

(a) **Original Petitions.** For any compulsory case, reciprocal case, revocation of probation, or other matter initiated by the CDC filing a petition with BODA, the CDC may contact the BODA clerk for the next regular available hearing date before filing the original petition. The CDC may then include in the petition a hearing notice specifying the date, time, and place of the hearing. The hearing date must be at least thirty (30) days from the date that the petition is served on the respondent, except in the case of a petition to revoke probation.

(b) **Filing without notice.** The CDC may file any matter with BODA without first obtaining a hearing date so long as it thereafter serves notice on the respondent of the date, time, and place of the hearing in accordance with TRCP 21a (or other applicable TRCP) at least thirty (30) days before the hearing date, except in the case of a petition to revoke probation.

(c) **Expedited settings.** If a party desires a hearing on a matter on a date other than the next regular available BODA hearing date, the party may request an expedited setting in a written motion setting out the reasons for the request. The expedited hearing setting must be at least thirty (30) days from the date of service of the petition, motion or other pleading, except in the case of a petition to revoke probation. BODA may grant or deny a request for an expedited hearing date in its sole discretion.

(d) **Setting notices.** BODA shall notify the parties by first class mail of any hearing date, other than a hearing set on the next regularly available hearing date as noticed in an original petition or motion.

(e) **Announcement docket.** Attorneys and parties appearing before BODA shall check in with the BODA clerk in the courtroom immediately prior to the time docket call is scheduled to begin. The chair will call an announcement docket immediately following the call to order of BODA hearings. Attorneys for each party with a matter on the docket shall appear at that time to give their announcement of readiness, a time estimate for the hearing, and any preliminary motions or matters. The chair will set and announce the order of cases to be heard following the docket announcements.

### **Rule 1.12 Time to Answer**

An answer to any matter pending before BODA may be filed at any time prior to the day of the hearing on the merits except where expressly provided otherwise by these rules or the TRDP, or when an answer date has been set by prior order of BODA. BODA may, but is not required to, consider an answer filed the day of the hearing.

### **Rule 1.13 Facsimile and Electronic Filing**

(a) Any document required to be filed with BODA may be filed by facsimile transmission with a copy to the BODA clerk by first class mail. A document filed by facsimile will be considered filed the day it is received if received before 5:00 p.m. on a regular business day. Any document received by facsimile after 5:00 p.m. or received on a weekend or holiday officially observed by the State of Texas will be considered filed the next regular business day.

(b) Any document required to be filed with BODA may be filed by emailing a copy of the document file to the email address designated by BODA for that purpose with a copy sent to the BODA clerk by first class mail. A document filed by email will be considered filed the day it is received if received before 5:00 p.m. on a regular business day. Any document received by email after 5:00 p.m. or received on a weekend or holiday officially observed by the State of Texas will be considered filed the next regular business day. The date and time of receipt shall be determined by the date and time shown on the BODA clerk's email.

(c) It is the responsibility of the party filing a document by facsimile or email to obtain the correct telephone number or email address for BODA and confirm that the document was received by BODA in legible form. Any document which is illegible or which cannot be opened as part of an email attachment by BODA will not be considered received or filed. Parties using facsimile or email filing must still comply with TRCP requirements for signatures.

(d) Papers will not be deemed filed if sent to any individual BODA member or other office or address.

#### **Rule 1.14 Hearing Exhibits**

Counsel should provide an original and twelve copies of any document, pleading, exhibit, or other material which the attorney intends to offer or otherwise make available to the BODA members at a hearing and not already filed with BODA prior to the hearing.

#### **Rule 1.15 BODA Work Product and Drafts**

Without limiting any exceptions or exemptions from disclosure contained in any other rules or statutes, a document or record of any nature, regardless of electronic or physical form, characteristics, or means of transmission, created or produced in connection with or related to BODA's adjudicative decision-making process is not subject to disclosure or discovery. This includes documents prepared by any BODA member, by BODA staff or interns, or any other person acting on behalf of or at the direction of BODA.

#### **Rule 1.16 BODA Opinions**

(a) BODA may render judgment with or without written opinion in any disciplinary matter. In accordance with TRDP 6.06, all written opinions of BODA are open to the public and shall be made available to the public reporting services, print or electronic, for publishing. A majority of the members who participate in considering the disciplinary matter must determine if an opinion will be written. The names of the participating members must be noted on all written opinions of BODA.

(b) Only a member who participated in the decision of a disciplinary matter may file or join in a written opinion concurring in or dissenting from the judgment of BODA. For purposes of this Rule, in hearings in which evidence is taken, no member may participate in the decision unless that member was present at the hearing. In all other proceedings, no member may participate unless that member has reviewed the record. Any member of BODA may file a written opinion in connection with the denial of a hearing or rehearing en banc.



(c) A BODA determination in an appeal from a grievance classification decision under TRDP 2.10 is not a judgment for purposes of this Rule and may be issued without a written opinion.

## **SECTION 2: ETHICAL CONSIDERATIONS**

### **Rule 2.01 Representing or Counseling Parties in Disciplinary Matters And Legal Malpractice Cases**

(a) No current member of BODA shall represent a party with respect to any disciplinary action or proceeding. No current member of BODA shall testify voluntarily or offer to testify voluntarily on behalf of a party in any disciplinary action or proceeding.

(b) No current BODA member may serve as an expert witness providing opinions regarding the TDRPC.

(c) A BODA member may represent a party in a legal malpractice case, provided that he or she is later recused in accordance with these rules from any proceeding before BODA arising out of the same facts.

### **Rule 2.02 Confidentiality**

(a) All BODA deliberations are confidential and shall not be disclosed by BODA members or staff. Classification appeals files and disability suspension files are confidential pursuant to the TRDP.

(b) If subpoenaed or otherwise compelled by law to testify in any proceeding, members of BODA shall not disclose matters discussed in conference concerning any disciplinary case, unless required to do so by a court of competent jurisdiction. If subpoenaed or otherwise compelled to attend any disciplinary proceeding, including depositions, a member of BODA shall promptly notify the chair of BODA and the CDC.

### **Rule 2.03 Disqualification and Recusal of BODA Members**

(a) BODA members are subject to disqualification and recusal respectively as provided in TRCP 18b.

(b) BODA members may, in addition to recusals pursuant to (a) above, voluntarily recuse themselves from any discussion and voting for any other reason.

(c) Nothing in these rules shall impute disqualification to lawyers who are members of or associated with BODA members' firms from serving on grievance committees or representing parties in disciplinary or legal malpractice cases; however, BODA members shall recuse themselves from any matter in which any lawyer who is a member of or associated with a BODA member's firm represents a party in any disciplinary proceeding or before BODA.

## **Rule 2.04 Communications with BODA**

Correspondence or other communications relative to any matter pending before BODA must be conducted with the clerk and shall not be addressed directly to or conducted with any BODA member.

## **SECTION 3: CLASSIFICATION APPEALS**

### **Rule 3.01 Notice of Appeal**

(a) If the grievance filed by the complainant is not classified as a complaint, the CDC shall notify the complainant of his or her rights to appeal as set out in TRDP 2.10 or other applicable rule.

(b) To facilitate the potential filing of an appeal, the CDC shall send the complainant an Appeal Notice form with the classification disposition which shall include, but is not limited to, the docket number of the matter, the time deadline for appealing as set out in TRDP 2.10 or other applicable provision, and information for mailing or faxing the Appeal Notice to BODA.

### **Rule 3.02 Complaint on Appeal**

BODA shall review only the original grievance on appeals from classification decisions. The CDC shall forward a copy of the complete grievance to BODA with supporting documentation as originally filed. BODA shall not consider any supplemental information which was not reviewed as part of the original screening and classification decision.

Rule 3.03 Notice of Disposition

BODA shall mail complainant, respondent, and the CDC written notice of the decision of the appeal by first class mail to the addresses provided BODA by the CDC in the appeal transmittal.

## **SECTION 4: APPEALS FROM EVIDENTIARY PANEL HEARINGS**

### **Rule 4.01 Signing, Filing, and Service**

(a) **Signing.** Each brief, motion or other paper filed shall be signed by at least one attorney for the party or by the party *pro se* and shall give the State Bar of Texas identification number, mailing address, telephone number, email address, and telecopier number, if any, of each attorney whose name is signed thereto, or of the party (if applicable).

(b) **Number of Copies.** Each party shall file an original and two (2) copies of all briefs and motions with the clerk. Only one copy of the clerk's record and reporter's record shall be filed.

(c) **Service.** Copies of all papers other than the record filed by any party shall, at or before the time of filing, be served on all other parties as required and authorized by the TRAP.



## Rule 4.02 Computation of Time

(a) **Beginnings of Periods.** The date the chair of the evidentiary panel signs its decision shall constitute the date of notice under TRDP 2.21.

(b) **TRAP Followed.** Computation of time for purposes of this section shall follow TRAP 4.1 and 9.2(b).

## Rule 4.03 Record on Appeal

(a) **Contents.** The record on appeal shall consist of a clerk's record and where necessary to the appeal, a reporter's record.

(b) **Stipulation as to Record.** The parties may designate parts of the clerk's record and reporter's record to be included in the record on appeal by written stipulation filed with the custodian of records of the evidentiary panel.

(c) **Responsibility for Filing Record.** The custodian of records of the evidentiary panel is responsible for preparing, certifying, and timely filing the clerk's record if a notice of appeal has been filed. The court reporter is responsible for timely filing the reporter's record if a notice of appeal has been filed, the appellant has requested that the reporter's record be prepared, and the party responsible for initiating the appeal has paid the reporter's fee or has made satisfactory arrangements with the reporter. The party initiating the appeal shall pay the cost of preparing the record.

(d) **Clerk's Record.**

- (1) Unless otherwise stipulated by the parties, the clerk's record on appeal shall include all papers on file with the evidentiary panel, including, but not limited to, the election letter, all pleadings upon which the hearing was held, the docket sheet, the evidentiary panel's charge, the final hearing order with attachments or exhibits, any findings of fact and conclusions of law, all other pleadings, the judgment or other order(s) appealed from, the notice of decision sent each party, any post-submission pleadings and briefs, and any notice of appeal.
- (2) Upon receipt of a copy of the notice of appeal, the custodian of records in the individual CDC office which conducted the evidentiary hearing shall prepare and transmit the clerk's record to BODA. If the CDC is unable for any reason to prepare and transmit the clerk's record by the due date, it shall promptly notify BODA and the parties, explain the reason(s) why it cannot be timely filed, and give the date by which it expects the clerk's record can be filed.
- (3) The clerk's record should be in the following form:
  - (i) contain a detailed index identifying each document included in the record, the date of filing, and the page where it first appears;

- (ii) arranged in ascending chronological order by document by date of filing or occurrence;
- (iii) tabbed with heavy index tabs to show the beginning of each document;
- (iv) consecutively numbered in the bottom right-hand corner of the pages;
- (v) bound together so that the record will lie flat when opened; and
- (vi) contain the custodian's certification that the documents contained in the clerk's record are true and correct copies and are all the documents required to be filed.

(e) **Reporter's Record.** The appellant, at or before the time prescribed for perfecting the appeal, shall make a written request to the official reporter for the reporter's record, designating the portion of the evidence and other proceedings to be included. A copy of such request shall be filed with the evidentiary panel and BODA and be served on the appellee. The reporter's record shall be certified by the official court reporter.

(f) **Non-Stenographic Recordings.** All testimony and evidence may be recorded at the evidentiary hearing by means other than stenographic recording, including videotape recordings; however, the non-stenographic recording shall not dispense with the requirement of a stenographic transcription of the hearing. In appeals to BODA, the non-stenographic recording must be transcribed and the transcription filed as the reporter's record.

(g) **Other Requests.** At any time before the clerk's record is prepared or within ten (10) days after service of a copy of appellant's request for the reporter's record, any party may request additional portions of the evidence and other proceedings to be included therein.

(h) **Inaccuracies or Defects.** Any inaccuracies in the record may be corrected by an agreement of the parties. Any dispute regarding the reporter's record shall be submitted by BODA to the evidentiary panel for resolution and to conform the reporter's record.

#### **Rule 4.04 Time to File Record**

(a) **Timetable.** The clerk's record and reporter's record (including a non-stenographic recording which has been transcribed) shall be filed with the BODA clerk within thirty (30) days after the date the notice of appeal is received by BODA. Failure to file either the clerk's record or the reporter's record within such time shall not affect BODA's jurisdiction, but shall be grounds for BODA exercising its discretion to dismiss the appeal, affirm the judgment appealed from, disregard materials filed late, or to apply presumptions against the appellant.

(b) **If No Record Filed.**

- (1) If the clerk's record or reporter's record has not been timely filed, the BODA clerk must send notice to the party responsible for filing it, stating that the record is late and requesting that the record be filed within thirty (30) days. The BODA clerk must send a copy of this notice to all the parties and the evidentiary panel.
- (2) If no reporter's record is filed due to appellant's fault, and if the clerk's record has been filed, BODA may, after first giving the appellant notice and reasonable opportunity to cure, consider and decide those issues or points that do not require a reporter's record for a decision. BODA may do this if no reporter's record has been filed because:
  - (i) the appellant failed to request a reporter's record; or
  - (ii)(a) appellant failed to pay or make arrangements to pay the reporter's fee to prepare the reporter's record; and
  - (b) the appellant is not entitled to proceed without payment of costs.

(c) **Supplemental Record.** If anything material to either party is omitted from the clerk's record or reporter's record BODA may, upon written motion of a party or upon its own motion, direct a supplemental record to be certified and transmitted by the CDC or the official court reporter.

#### **Rule 4.05 Copies of the Record**

The record shall not be withdrawn from the custody of the BODA clerk. Any party may obtain a copy of the record or any designated part thereof by making written request to the clerk and paying copying charges.

#### **Rule 4.06 Requisites of Briefs**

(a) **Appellant's Filing Date.** Appellant's brief must be filed within thirty (30) days after the later of the date on which the clerk's record or the reporter's record was timely filed.

(b) **Appellee's Filing Date.** Appellee's brief must be filed within thirty (30) days after the filing of appellant's brief.

(c) **Contents.** Briefs shall contain:

- (1) a complete list of the names and addresses of all parties to the final decision and their counsel;
- (2) a table of contents with page references where the discussion of each point relied upon may be found and also an index of authorities alphabetically arranged, together with reference to the pages of the brief where the same are

cited. The subject matter of each point or group of points shall be indicated in the table of contents;

- (3) a brief general statement of the nature of the cause or offense and the result;
- (4) a statement of the points upon which an appeal is predicated or the issues presented for review;
- (5) a brief of the argument;
- (6) prayer for relief; and,
- (7) an appendix consisting of copies of pertinent parts of the record upon which the party relies.

(d) **Length of Briefs.** Briefs shall be typewritten or otherwise legibly printed on letter-size (8½" x 11") paper and shall not exceed fifty (50) pages in length, exclusive of pages containing names and addresses of parties, table of contents, index of authorities, points of error, and any addenda or appendix containing statutes, rules, regulations, etc., except upon leave of BODA.

(e) **Amendment or Supplementation.** Briefs may be amended or supplemented upon leave of BODA.

(f) **Failure to File a Brief.** If the appellant fails to timely file a brief, BODA may:

- (1) dismiss the appeal for want of prosecution, unless the appellant reasonably explains the failure and the appellee is not significantly injured by the appellant's failure to timely file a brief; or
- (2) decline to dismiss the appeal and give further direction to the case as it considers proper.

#### **Rule 4.07 Oral Argument**

(a) **Request.** A party desiring oral argument before BODA shall request same in writing and include the request in the notice of appeal or on the front cover of that party's first brief. BODA may grant or deny the request in its sole discretion. If oral argument is granted, the clerk shall notify the parties of the time and place for submission. BODA may also advance cases without oral argument or direct parties on its own initiative to appear and submit oral argument on a case. The parties may agree to submit the case without argument after requesting same.

(b) **Time Allowed.** Each party shall have twenty (20) minutes in which to argue. BODA may, upon request of a party or in its discretion, extend or shorten the time allowed for oral argument.

### **Rule 4.08 Motions Generally**

An application for an order or other relief shall be made by filing a motion with the BODA clerk for same supported by sufficient cause with proof of service on all other parties. The motion shall state with particularity the grounds on which it is based and set forth the relief sought. All supporting briefs, affidavits, or other papers shall be served and filed with the motion. A party may file a response to a motion at any time before BODA rules on the motion or by any deadline set by BODA. BODA may determine a motion before a response is filed.

### **Rule 4.09 Motions for Extension of Time**

(a) **When due.** Any request for extension of time other than to file a brief must be filed with the BODA clerk no later than fifteen (15) days after the last day allowed for filing the item in question.

(b) **Contents.** All motions for extension of time shall be in writing, comply with BODA Internal Procedural Rule 4.08, and specify the following:

- (1) the date of notice of decision of the evidentiary panel, together with the number and style of the case;
- (2) if the appeal has been perfected, the date when the appeal was perfected;
- (3) the original deadline for filing the item in question;
- (4) the length of time requested for the extension;
- (5) the number of extensions of time which have been granted previously regarding the item in question; and,
- (6) the facts relied upon to reasonably explain the need for an extension.

(c) **For Filing Reporter's Record.** When an extension of time is requested for filing the reporter's record, the facts relied upon to reasonably explain the need for an extension must be supported by an affidavit of the court reporter, which shall include the court reporter's estimate of the earliest date when the reporter's record will be available for filing.

### **Rule 4.10 Decision and Judgment**

(a) **Decision.** BODA may affirm in whole or in part the decision of the evidentiary panel, modify the panel's finding(s) and affirm the finding(s) as modified, reverse in whole or in part the panel's finding(s) and render such decision as the panel should have rendered, or reverse the panel's finding(s) and remand the cause for further proceedings to be conducted by:

- (1) the panel that entered the finding(s); or,

- (2) a statewide grievance committee panel appointed by BODA and composed of members selected from the state bar districts other than the district from which the appeal was taken.

(b) **Notice of Orders and Judgment.** When BODA renders judgment or grants or overrules a motion, the clerk shall give notice to the parties or their attorneys of record of the disposition made of the cause or of the motion, as the case may be. The notice shall be given by first-class mail and be marked so as to be returnable to the clerk in case of nondelivery.

(c) **Mandate.** In every case where BODA reverses or otherwise modifies the judgment appealed from, BODA shall issue a mandate in accordance with its judgment and deliver it to the evidentiary panel.

#### **Rule 4.11 Involuntary Dismissal**

Under the following circumstances and on any party's motion or on its own initiative after giving at least ten days' notice to all parties, BODA may dismiss the appeal or affirm the appealed judgment or order. Dismissal or affirmance may occur if the appeal is subject to dismissal

- (a) for want of jurisdiction;
- (b) for want of prosecution; or
- (c) because the appellant has failed to comply with a requirement of these rules, a court order, or a notice from the clerk requiring a response or other action within a specified time.

### **SECTION 5: PETITIONS TO REVOKE PROBATION**

#### **Rule 5.01 Initiation and Service**

(a) Before filing a motion with BODA seeking to revoke the probation of an attorney who has been sanctioned, the CDC shall contact the BODA clerk to confirm whether the next regular available hearing date will comply with the thirty-day requirement of TRDP. The chair may designate a three-member panel to hear the motion, if necessary, to meet the thirty-day requirement of TRDP 2.23.

(b) Upon filing of the motion, the CDC shall serve the respondent in accordance with TRDP 2.23 with the motion and supporting documents, if any, in accordance with the TRCP and these rules. The CDC shall notify BODA of the date service is obtained on the respondent.

#### **Rule 5.02 Hearing**

Within thirty (30) days of service of the motion on the respondent, BODA shall docket and set the matter for a hearing and notify the parties of the time and place for the hearing; however, upon a showing of good cause by a party or upon its own motion, BODA may continue the case to a future hearing date as circumstances require.

## **SECTION 6: COMPULSORY DISCIPLINE MATTERS**

### **Rule 6.01 Initiation of Proceeding**

Pursuant to TRDP 8.03, the CDC shall file a petition for compulsory discipline with BODA and serve the respondent in accordance with the TRDP and Rule 1.07 above.

### **Rule 6.02 Notice of Decision**

The BODA clerk shall mail a copy of the judgment to the parties within ten (10) days from the date the decision is signed by the chair. Transmittal of the judgment shall include all information required by the TRDP and the Supreme Court.

## **SECTION 7: RECIPROCAL DISCIPLINE MATTERS**

### **Rule 7.01 Initiation of Proceeding**

(a) Pursuant to TRDP 9.01 and 9.02, the CDC shall file a petition for reciprocal discipline with BODA when information is received indicating that an attorney licensed to practice law in Texas has been disciplined in another jurisdiction.

(b) The petition shall request that the respondent be disciplined in Texas and have attached to it any information concerning the disciplinary matter from the other jurisdiction including a copy of the order or judgment, if any, rendered against the respondent. The CDC shall serve the respondent in accordance with Rule 1.07 above.

### **Rule 7.02 Order to Show Cause**

Upon the filing of the petition with BODA, the chair shall immediately issue a show cause order including a hearing setting notice and forward it to the CDC, who shall serve the order on the respondent. The CDC shall notify BODA of the date service is obtained.

### **Rule 7.03 Attorney's Response**

If, on or before the thirtieth day after service of the show cause order and hearing notice by the CDC, the respondent does not file an answer but thereafter appears at the hearing, BODA may, at the discretion of the chair, receive testimony from the respondent relating to the merits of the petition for reciprocal discipline.

## **SECTION 8: DISTRICT DISABILITY COMMITTEE HEARINGS**

### **Rule 8.01 Appointment of District Disability Committee**

(a) If the evidentiary panel of the grievance committee finds pursuant to TRDP 2.17P(2) or the CDC believes pursuant to TRDP 2.14C that a respondent is suffering from a disability, the rules in this section shall apply to the District Disability Committee *de novo* proceeding held pursuant to TRDP Part XII.



(b) Upon receiving an evidentiary panel's finding or the CDC's report that an attorney is believed to be suffering from a disability, the BODA chair shall appoint a District Disability Committee in compliance with TRDP 12.02 and designate a chair. The BODA clerk shall notify the CDC and respondent that a committee has been appointed and notify the respondent where the procedural rules governing disability proceedings are available.

(c) A respondent notified to appear at a District Disability Committee hearing may, at any time, waive that hearing in writing and enter into an agreed judgment of indefinite disability suspension or probated suspension, provided that the respondent is competent to so waive the hearing. If the respondent is not represented, the waiver shall include a statement by the respondent that he has been advised of his right to have counsel appointed for him and that he waives that right.

(d) All pleadings, motions, briefs, or other matters to be filed with the District Disability Committee shall be filed with the BODA clerk.

(e) Should any member of the District Disability Committee become unable to serve, the BODA chair may appoint a substitute member.

### **Rule 8.02 Hearing Order**

(a) Upon being notified that the District Disability Committee has been appointed by BODA, the CDC shall, within twenty (20) days, file with the BODA clerk and then serve upon the respondent either in person or by certified mail, return receipt requested with delivery restricted to the respondent as addressee with a copy by first class mail, a proposed hearing order containing a list of names and addresses of all witnesses expected to be called to testify before the District Disability Committee and all exhibits expected to be offered. If service is by certified mail, the return receipt with the respondent's signature must be filed with the BODA clerk.

(b) The respondent shall, within twenty (20) days after receiving the CDC's proposed hearing order, file with the BODA clerk and serve the CDC by certified mail a proposed hearing order including a list of names and addresses of all witnesses expected to be called to testify before the District Disability Committee and all exhibits expected to be offered. Respondent's failure to timely file the proposed hearing order will not affect the responsibility of the District Disability Committee to issue a final hearing order.

(c) The District Disability Committee chair may adopt either the CDC's proposed hearing order, the respondent's proposed hearing order, or an order of his or her own. The BODA clerk shall prepare the final hearing order at the instruction of the District Disability Committee chair and send to the parties by first class mail. The BODA clerk shall set the final hearing date at the instruction of the chair. The adopted order shall be the final hearing order and shall contain a date, time, and place for the hearing. That order may contain provisions requiring a physical or mental examination of the respondent.

(d) Requests for an extension of time to file the proposed hearing order by either party must be by written motion filed with the BODA clerk.



### **Rule 8.03 Provisions for Physical or Mental Examinations**

(a) Upon motion by the CDC or upon its own motion, the District Disability Committee may order the respondent to submit to a physical and/or mental examination by a qualified health care or mental health care professional. The respondent shall be given reasonable notice of the examination by written order specifying the name, address, and telephone number of the person conducting the examination. Any objections(s) to the motion for an exam and request for a hearing shall be filed with the BODA clerk within fifteen (15) days of receipt of the motion.

(b) The examining professional shall file with the BODA clerk his detailed written report setting out findings, including results of all tests made, diagnoses and conclusions, and deliver a copy to the CDC and to the respondent.

(c) Nothing contained herein shall be construed to limit the respondent's right to an examination by a professional of his choice in addition to any exam ordered by BODA.

### **Rule 8.04 Ability to Compel Attendance**

The respondent and the CDC may, if they so choose, confront and cross-examine witnesses at the hearing. Compulsory process to compel the attendance of witnesses, enforceable by an order of a district court of proper jurisdiction, is available to the respondent and the CDC, by requesting a subpoena be issued as provided in TRCP 176.

### **Rule 8.05 Respondent's Right to Counsel**

(a) The notice to the respondent that a District Disability Committee has been appointed and the notice transmitting the CDC's proposed hearing order shall state that the respondent may request appointment of counsel by BODA to represent him or her at the disability hearing.

(b) If the respondent wishes to have counsel appointed pursuant to TRDP Rule 12.02, a written request must be filed with the BODA clerk within sixty (60) days of the date respondent receives the CDC's proposed hearing order. Any request for appointment of counsel after sixty (60) days from the date of receipt of the proposed hearing order must show good cause for the failure to do so timely and that the request is not sought for delay only.

### **Rule 8.06 Limited Discovery**

(a) In the sole discretion of the District Disability Committee, limited discovery is permissible upon a clear showing of good cause and substantial need. The parties seeking discovery must file with the BODA clerk a verified written request for discovery showing good cause and substantial need with the proposed hearing order.

(b) If good cause and substantial need are demonstrated, the District Disability Committee shall by written order permit the discovery, including in the final hearing order limitations or deadlines on the discovery. Such discovery, if any, as may be permitted, must be conducted by methods provided in the TRCP in effect at the time and may upon motion be enforced by a district court of proper jurisdiction.

(c) A decision of a District Disability Committee on a discovery matter may be reviewed only on appeal of the entire case. A reversal of the case may not be based upon the granting or denial of a discovery request without a showing of material unfairness or substantial harm.

### **Rule 8.07 Hearing**

(a) The party seeking to establish the disability must prove by a preponderance of the evidence that the respondent is suffering from a disability as defined in the TRDP. The chair of the District Disability Committee shall admit all such probative and relevant evidence as he or she deems necessary for a fair and complete hearing, generally in accord with the TRE; provided, however, that the admission or exclusion of evidence shall be in the sole discretion of the chair. No ruling on evidence shall be a basis for reversal solely because it fails to strictly comply with the TRE.

(b) Such proceedings shall begin and conclude no earlier than thirty (30) days from the date the respondent receives the CDC's proposed hearing order nor later than ninety (90) days from that date; however, failure to do so does not affect the jurisdiction of the District Disability Committee to act. Nothing herein shall be construed to limit the parties' right to request a continuance of the hearing for good cause.

(c) If the Committee is unable for any reason to hold a hearing within ninety (90) days of the date the respondent receives the proposed hearing order, BODA may appoint a new committee to handle the case.

### **Rule 8.08 Notice of Decision**

The District Disability Committee shall certify its finding and any recommendations to BODA which shall issue the final judgment in the matter.

### **Rule 8.09 Confidentiality**

All proceedings before the District Disability Committee are closed to the public. All matters before the District Disability Committee are confidential and are not subject to disclosure, except as allowed by the TRDP or as may be required in the event of an appeal to the Supreme Court.

## **SECTION 9: DISABILITY REINSTATEMENTS**

### **Rule 9.01 Petition for Reinstatement**

(a) An attorney under an indefinite disability suspension may, at any time after he or she has been suspended, file a verified petition with BODA to have the suspension terminated and to be reinstated to the practice of law. All such petitions shall be filed with the BODA clerk. The petitioner shall also serve a copy of the petition on the CDC as set forth in TRDP 12.06. After the petition is filed, the TRCP shall apply except when in conflict with these rules. Service shall be in accordance with the TRDP and these rules.

(b) The petition shall set forth the information required by TRDP 12.06. If the judgment of disability suspension contained terms or conditions relating to misconduct by the petitioner prior to the suspension, the petition shall affirmatively demonstrate that those terms have been complied with or explain why they have not been satisfied. The petitioner has a duty to amend and keep current all information in the petition until the final hearing on the merits. Failure to do so may result in dismissal without notice.

(c) Disability reinstatement proceedings before BODA are not confidential; however, BODA may seal all or any part of the record of the proceeding.

### **Rule 9.02 Discovery**

The parties shall have sixty (60) days from the date of the filing of the petition for reinstatement in which to conduct discovery. The matter shall be set for a hearing by the BODA clerk on the next available hearing date after the expiration of the sixty (60) days, and the clerk shall so notify the parties of the time and place of the hearing. Nothing contained herein shall preclude either party from requesting a continuance for good cause.

### **Rule 9.03 Physical or Mental Examinations**

(a) BODA may order the petitioner seeking reinstatement to submit to a physical and/or mental examination by a qualified health care or mental health care professional upon written motion of the CDC or its own motion. The petitioner shall be served with a copy of the motion and given at least seven (7) days to respond. BODA may grant or deny the motion with or without a hearing.

(b) The petitioner shall be given reasonable notice of the examination by written order specifying the name, address and telephone number of the person conducting the examination.

(c) The examining professional shall deliver to BODA and the parties a copy of a detailed written report setting out findings, including results of all tests made, diagnoses and conclusions.

(d) If the petitioner fails to submit to an examination as ordered, BODA may dismiss the petition without notice.

(e) Nothing contained herein shall be construed to limit the petitioner's right to an examination by a professional of his choice in addition to any exam ordered by BODA.

### **Rule 9.04 Judgment**

If, after hearing all the evidence, BODA determines that the petitioner is not eligible for reinstatement, BODA may, in its discretion, either enter an order denying the petition or direct that the petition be held in abeyance for a reasonable period of time until the petitioner provides additional proof as directed by BODA. The judgment may include such other orders as protecting the public and the petitioner's potential clients may require.

## **SECTION 10: APPEALS FROM BODA TO THE SUPREME COURT**

### **Rule 10.01 Docketing by the Clerk**

(a) All appeals to the Supreme Court from determinations by BODA on a decision of a District Grievance Committee's evidentiary panel concerning the imposition or failure to impose sanctions, appeals from determinations on compulsory discipline, reciprocal discipline, revocations of probation, and disability suspensions will be docketed by the clerk of the Supreme Court in the same manner as petitions for review.

(b) No fee shall be charged by the clerk for filing any appeal from BODA decisions.

(c) The notice of appeal must be filed directly with the clerk of the Supreme Court within fourteen (14) days after receipt of notice of a final determination by BODA. The record must be filed within sixty (60) days after BODA's determination. The appealing party's brief is due thirty (30) days after the record, and the responding party's brief must be filed within thirty (30) days thereafter.

(d) The BODA clerk shall include the information contained in subpart (c) above with transmittal of each final determination to the parties.

### **Rule 10.02 Appellate Rules to Apply**

(a) The TRAP will apply to these appeals to the extent they are relevant. Oral argument may be granted on motion. The case shall be reviewed under the substantial evidence rule. The Court's decisions on sanctions, compulsory discipline, reciprocal discipline, revocations of probation, and disability suspension cases will be announced on the Court's orders. Following review by the Court, these appeals will be available for public inspection in the office of the Clerk of the Supreme Court, unless the file or some portion thereof is confidential under the TRDP.

(b) The Court may affirm a decision of BODA by order without written opinion.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

United States Courts  
Southern District of Texas  
FILED

AUG 10 2011

David J. Bradley, Clerk of Court

UNITED STATES OF AMERICA

v.

WALTER RYAN MACAPAZ,  
TONY DAVID MALDONADO,  
BUFFY MARIE LAWRENCE and  
LISA CAROL ROSS,

Defendants.

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CRIMINAL NO.

18 U.S.C. § 1349

18 U.S.C. § 1343

18 U.S.C. § 1956(h)

**H 11 - 575**

INDICTMENT

THE GRAND JURY CHARGES:

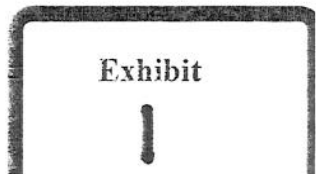
At all times material to this Indictment:

COUNT ONE

(Conspiracy to Commit Wire Fraud)

A. INTRODUCTION

1. Defendant **WALTER RYAN MACAPAZ** was involved in the real estate industry in Houston, Texas. Defendant **MACAPAZ** utilized his connections in the real estate and financial industries to fraudulently qualify individuals to obtain mortgage financing. He established businesses with bank accounts to collect fraudulently obtained proceeds from the mortgages and paid co-conspirators with cash and checks from those accounts.



2. Defendant **TONY DAVID MALDONADO** was also involved in the real estate industry in Houston, Texas. He located properties that were available for sale by owner and negotiated for their sale. Defendant MALDONADO also recruited individuals to act as “straw borrowers”. A straw borrower is a person who is paid money to allow his name and credit history to be used to obtain a mortgage loan to purchase a home when the person has no intention of actually living in the home or having any responsibility for making the mortgage payments. Defendant MALDONADO also established businesses that sent fraudulent documents to qualify straw borrowers for mortgages.

3. Defendant **BUFFY MARIE LAWRENCE** worked in the lending industry for mortgage brokers including Mortgages First Real Estate Services LLC (“Mortgages First”). Defendant LAWRENCE utilized her position as a loan officer as well as her contacts within the lending industry to obtain mortgage loans by fraud. Defendant LAWRENCE became an attorney on November 3, 2006.

4. Defendant **LISA CAROL ROSS** was an attorney and escrow officer for Vision Title LLC (“Vision Title”). In order to obtain illicit proceeds from a transaction, defendant ROSS would create two separate checks or disbursements payable to the seller. One of the disbursements was actually given to the seller. The second disbursement would be turned into cash and money orders and distributed to the involved parties.

**B. THE CONSPIRACY**

5. From in or about November, 2005, through in or about October, 2008, in the Southern District of Texas and elsewhere, the defendants,

**WALTER RYAN MACAPAZ,  
TONY DAVID MALDONADO,  
BUFFY MARIE LAWRENCE and  
LISA CAROL ROSS,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with each other and others, known and unknown to the Grand Jury, to commit an offense against the United States, that is: to devise and intend to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, knowing that they were false and fraudulent when made, and transmitting and causing to be transmitted certain wire communications in interstate and foreign commerce, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1343.

**C. PURPOSE OF THE CONSPIRACY**

6. It was a purpose of the conspiracy that the defendants and their co-conspirators would enrich themselves with proceeds from fraudulently-obtained mortgages.

**D. MANNER AND MEANS OF THE CONSPIRACY**

7. The defendants and their co-conspirators sought to accomplish the



purpose of the conspiracy by the following manner and means, among other things:

a. recruiting, soliciting and compensating individuals with good credit to act as borrowers in applications for residential mortgage loans to purchase one or more residential properties;

b. causing Uniform Residential Loan Applications to be completed in the names of the borrowers to attempt to obtain 100% financing of residential properties' sales price;

c. causing false and misleading information to be created regarding borrowers' income, assets, liabilities, employment status, bank deposits, rental payments, intent to use properties as a primary residence and source of funds used to close the real estate transactions;

d. causing such false and misleading information to be provided to lenders and their agents in locations throughout the United States;

e. inducing lenders to fund residential mortgage loans in the total amount of more than \$22 million; and

f. establishing business entities with corresponding bank accounts which were used to obtain disbursements of portions of the loan proceeds including Texas Investments & Management, Walk Away Lease Inc. and T.M. Enterprises.

**E. OVERT ACTS**

8. On or about the dates specified below, in furtherance of the conspiracy



and to achieve the purpose thereof, the defendants and their co-conspirators, in the Southern District of Texas and elsewhere, committed and caused to be committed at least one of the following overt acts, among others:

**914 Main Street (Commerce Towers), Unit 2002, Houston, TX**

1. August 24, 2006, BUFFY MARIE LAWRENCE signed as the interviewer on behalf of the mortgage broker, a Fannie Mae Form 1003 - Uniform Residential Loan Application in the name of a borrower seeking lender financing to purchase 914 Main Street, Unit 2002, Houston, Texas.

2. August 30, 2006, BUFFY MARIE LAWRENCE signed as the loan officer on behalf of the mortgage broker a Request for Verification of Rent or Mortgage for the borrower's residence.

3. August 31, 2006, TONY DAVID MALDONADO fraudulently completed the Request for Verification of Rent or Mortgage concerning the borrower that was applying for a mortgage loan to purchase 914 Main Street, Unit 2002, Houston, Texas.

4. September 7, 2006, BUFFY MARIE LAWRENCE faxed a Request for Title Commitment to Stewart Title Company to open title on 914 Main Street, Unit 2002, Houston, Texas.

5. September 19, 2006, TONY DAVID MALDONADO received \$184,650 wired into bank account number XXXXXX3737 of T.M. Enterprises at Washington

Mutual Bank.

6. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043129 from Washington Mutual Bank in the amount of \$50,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

7. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043130 from Washington Mutual Bank in the amount of \$50,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

8. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043131 from Washington Mutual Bank in the amount of \$43,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

9. October 28, 2006, BUFFY MARIE LAWRENCE deposited check number 1337 from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737 payable for \$41,000 into her accounts at First Community Credit Union account numbers XXXXXX6402 and XXXXXX4030.

**914 Main Street (Commerce Towers), Unit 905, Houston, TX**

10. September 12, 2006, WALTER MACAPAZ wrote check number 1306 payable to Vision Title for \$1,000. In the memo line for the check, MACAPAZ wrote "UNIT 905 earnest money."

11. September 21, 2006, TONY DAVID MALDONADO caused to be signed a Fannie Mae Form 1003 - Uniform Residential Loan Application in the name of a borrower seeking lender financing to purchase 914 Main Street, Unit 905, Houston, Texas.

12. September 21, 2006, WALTER MACAPAZ caused to be signed a Verification of Deposit from Regions Bank for account number XXXXXX3943.

13. October 4, 2006, LISA CAROL ROSS caused Vision Title check number 30-1751 drawn on Bank of America account number XXXXXXXXX4170 in the amount of \$108,295 payable to the seller of 914 Main Street, Unit 905, Houston, Texas, to be negotiated into cash and \$1,000 denomination money orders.

**2204 Oxford, Houston, TX**

14. October 16, 2006, TONY DAVID MALDONADO caused to be signed a Request for Verification of Rent or Mortgage regarding the borrower for a mortgage concerning 2204 Oxford, Houston, Texas.

15. October 10, 2006, BUFFY MARIE LAWRENCE caused a Fannie Mae Form 1003 - Uniform Residential Loan Application containing fraudulent

information to be signed.

16. October 26, 2006, BUFFY MARIE LAWRENCE caused a Fannie Mae Form 1003 - Uniform Residential Loan Application containing fraudulent information to be sent via facsimile.

17. October 27, 2006, LISA CAROL ROSS caused Vision Title check number 30-1795 drawn on Bank of America account numberXXXXXXXXX4170 in the amount of \$144,553.90 payable to the seller of 2204 Oxford, Houston, Texas, to be negotiated into cash and \$1,000 denomination money orders.

**505 Bastrop, Unit 506, Houston, TX**

18. October 11, 2006, TONY DAVID MALDONADO caused to be completed a fraudulent Request for Verification of Employment.

19. October 12, 2006, WALTER RYAN MACAPAZ caused to be completed a fraudulent Request for Verification of Deposit for account number XXX118 in the name of the borrower who was seeking lender financing to purchase 505 Bastrop Street, Unit 506, Houston, Texas.

20. November 1, 2006, LISA CAROL ROSS caused Vision Title check number 30-1826 drawn on Bank of America account numberXXXXXXXXX4170 in the amount of \$84,413.17 payable to the seller of 505 Bastrop, Unit 506, Houston, Texas, to be negotiated into cash and \$1,000 denomination money orders.

21. December 14, 2006, WALTER RYAN MACAPAZ negotiated Vision

Title check number 30-1819 drawn on Bank of America account numberXXXXXXXX4170 in the amount of \$2,500.

**1811 Indiana Street, Houston, TX**

22. December 1, 2006, BUFFY MARIE LAWRENCE caused to be completed a fraudulent Request for Verification of Rent or Mortgage to help qualify the borrower to purchase 1811 Indiana Street, Houston, Texas.

23. December 4, 2006, WALTER RYAN MACAPAZ caused a Request for Verification of Deposit containing fraudulent bank account information regarding Regions Bank account number XXXXXX4734 and XXXXXX1141 to be signed and sent via facsimile. Texas Investments is the owner of bank account XXXXXX4734.

24. December 12, 2006, WALTER RYAN MACAPAZ caused Western Union Money Order number 08-568409166 in the amount of \$1,000 to be used as earnest money for the purchase of 1811 Indiana Street, Houston, Texas.

25. December 28, 2006, BUFFY MARIE LAWRENCE caused a Fannie Mae Form 1003 - Uniform Residential Loan Application in the name of a borrower seeking lender financing to be signed. The Fannie Mae Form 1003 was completed to purchase 1811 Indiana Street, Houston, Texas.

**2101 Park Street, Houston, TX**

26. December 1, 2006, BUFFY MARIE LAWRENCE caused to be completed a fraudulent Request for Verification of Rent or Mortgage to help qualify

the borrower to purchase 2101 Park Street, Houston, Texas.

27. December 4, 2006, WALTER RYAN MACAPAZ caused a Request for Verification of Deposit containing fraudulent bank account information regarding Regions Bank account number XXXXXX4734 and XXXXXX1141 to be signed and sent via facsimile. Texas Investments is the owner of bank account XXXXXX4734.

28. December 8, 2006, WALTER RYAN MACAPAZ caused a letter to be signed and submitted to a lender in support of a mortgage loan application.

29. December 18, 2006, BUFFY MARIE LAWRENCE caused a Fannie Mae Form 1003 - Uniform Residential Loan Application in the name of a borrower seeking lender financing to be signed. The Fannie Mae Form 1003 was completed to purchase 2101 Park Street, Houston, Texas.

In violation of Title 18, United States Code, Section 1349.

**COUNTS TWO-FIVE**  
(Wire Fraud)

**A. INTRODUCTION**

1. Paragraphs 1 through 4 and 6 of Count One of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

**B. THE SCHEME TO DEFRAUD**

2. From in or about November, 2005, through in or about October, 2008, in the Southern District of Texas and elsewhere, the defendants,

**WALTER RYAN MACAPAZ,**

**TONY DAVID MALDONADO,  
BUFFY MARIE LAWRENCE and  
LISA CAROL ROSS,**

aided and abetted by others known and unknown to the Grand Jury, did knowingly devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations and promises.

**C. THE MANNER AND MEANS OF THE SCHEME**

3. Paragraph 7 of Count One of this Indictment is re-alleged and incorporated by reference herein as a description of the scheme and artifice.

**D. THE EXECUTION OF THE SCHEME**

4. On or about the dates specified below, the defendants, for the purpose of executing the aforesaid scheme and artifice to defraud, and attempting to do so, did knowingly transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, as more particularly described below:

<u>Count</u>	<u>Date</u>	<u>Description</u>	<u>Lender</u>	<u>Title Company</u>
2	9/18/06	Wire transfer of \$575,158.46 for the purchase of 914 Main Street, Unit 2002, Houston, TX	Mortgage It Dallas, TX	Charter Title Company Houston, TX

3	10/3/06	Wire transfer of \$364,684.83 for the purchase of 914 Main Street, Unit 905, Houston, TX	Washington Mutual Bank Stockton, CA	Vision Title Company Houston, TX
4	10/31/06	Wire transfer of \$403,157.18 for the purchase of 505 Bastrop, Unit 506, Houston, TX	WMC Mortgage New York, NY	Vision Title Company Houston, TX
5	12/28/06	Wire transfer of \$447,729.25 for the purchase of 1811 Indiana, Houston, TX	Homecoming s Financial Petaluma, CA	Stewart Title Company Houston, TX

In violation of Title 18, United States Code, Sections 1343 and 2.

**COUNT SIX**

(Conspiracy to Launder Money)

**A. INTRODUCTION**

1. Paragraphs 1 through 4 and 6 of Count One of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

**B. THE CONSPIRACY**

2. From in or about November, 2005, through in or about October, 2008, in the Southern District of Texas and elsewhere, the defendants,

**WALTER RYAN MACAPAZ,  
TONY DAVID MALDONADO,  
BUFFY MARIE LAWRENCE and**



**LISA CAROL ROSS,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with others, known and unknown to the Grand Jury, to commit offenses against the United States, that is:

- a) to conduct a financial transaction which in fact involves the proceeds of specified unlawful activity, that is, Wire Fraud, knowing that the property involved in such financial transaction represented the proceeds of some form of unlawful activity, and knowing that such transaction was designed in whole or in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and
- b) to knowingly engage and attempt to engage in monetary transactions by, through or to a financial institution affecting interstate and foreign commerce, in criminally derived property of a value of greater than \$10,000, such property having been derived from Wire Fraud, a specified unlawful activity, in violation of Title 18, United States Code, Section 1957.

**C. MANNER AND MEANS OF THE CONSPIRACY**

3. Paragraph 7 of Count One of this Indictment is re-alleged and incorporated by reference as though fully set forth herein as the manner and means of this conspiracy.

**D. OVERT ACTS**

4. In furtherance of the conspiracy and to achieve the purpose thereof, the defendants and their co-conspirators, in the Southern District of Texas and elsewhere, committed and caused to be committed at least one of the following overt acts, among

others:

**914 Main Street (Commerce Towers), Unit 2002, Houston, TX**

1. September 19, 2006, TONY DAVID MALDONADO received \$184,650 wired from Land America Charter Title Company into bank account number XXXXXX3737 of T.M. Enterprises at Washington Mutual Bank.

2. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043129 from Washington Mutual Bank in the amount of \$50,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

3. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043130 from Washington Mutual Bank in the amount of \$50,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

4. October 5, 2006, TONY DAVID MALDONADO obtained Official Check number 250043131 from Washington Mutual Bank in the amount of \$43,000 at the direction of BUFFY MARIE LAWRENCE. The money for the check was withdrawn from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737.

5. October 19, 2006, BUFFY MARIE LAWRENCE caused Washington Mutual Bank Official Check numbers 250043129 in the amount of \$50,000, 250043130 in the amount of \$50,000 and 250043131 in the amount of \$43,000 to be deposited into Bank of America bank account number XXXXXXXXX0946 in the name of Age to Perfection.

6. October 27, 2006, BUFFY MARIE LAWRENCE deposited check number 1337 from T.M. Enterprises' Washington Mutual Bank account number XXXXXX3737 payable for \$41,000 into her accounts at First Community Credit Union account numbers XXXXXX6402 and XXXXXX4030.

**914 Main Street (Commerce Towers), Unit 905, Houston, TX**

7. October 4, 2006, LISA CAROL ROSS caused Vision Title check number 30-1751 drawn on Bank of America account number XXXXXXXXX4170 in the amount of \$108,295 to be made payable to the seller of 914 Main Street, Unit 905, Houston, Texas.

8. October 4, 2006, LISA CAROL ROSS caused Vision Title check number 30-1751 drawn on Bank of America account number XXXXXXXXX4170 in the amount of \$108,295 payable to the seller of 914 Main Street, Unit 905, Houston, Texas, to be negotiated into cash and \$1,000 denomination money orders.

9. Around October 2006, TONY DAVID MALDONADO provided the buyer of 914 Main Street, Unit 905, Houston, Texas with Western Union Money

Order numbers 08-493668293, 08-493668294, 08-493668295 and 08-493668296 totaling \$4,000.

10. October 12, 2006, WALTER RYAN MACAPAZ caused Western Union Money Order numbers 08-493668332 through 08-493668339 to be deposited into Regions Bank account number XXXXXX6157 in the name of Texas Investments & Management totaling \$8,000.

11. October 17, 2006, WALTER RYAN MACAPAZ caused Western Union Money Order numbers 08-493668312, 08-493668314 and 08-493668315 to be deposited into Regions Bank account number XXXXXX6157 in the name of Texas Investments & Management totaling \$3,000.

**2204 Oxford, Houston, TX**

12. October 27, 2006, LISA CAROL ROSS caused Vision Title check number 30-1795 drawn on Bank of America account numberXXXXXXXX4170 in the amount of \$144,553.90 to be made payable to the seller of 2204 Oxford, Houston, Texas.

13. October 27, 2006, LISA CAROL ROSS caused Vision Title check number 30-1795 drawn on Bank of America account numberXXXXXXXX4170 in the amount of \$144,553.90 payable to the seller of 2204 Oxford, Houston, Texas, to be negotiated into cash and \$1,000 denomination money orders.

14. On or around October 27, 2006, WALTER MACAPAZ caused Western

Union Money Order numbers 08-568408877 through 08-568408881, 08-568408887 through 08-568408896, 08-568409055, 08-568409056, 08-568409066 through 08-568409069, 08-568409149, 08-568409154, 08-568409156, 08-568409157, 08-568409163, 08-568409164, 08-568409168 through 08-568409170, 08-568409176 through 08-568409188 and 08-568409294 totaling \$44,000 to be made payable to Texas Investments.

15. On or around October 27, 2006, WALTER MACAPAZ caused Western Union Money Order numbers 08-568409070, 08-568409071, 08-568409171 through 08-568409175, 08-568409189, 08-568409190 and 08-568409193 through 08-568409195 to be made payable to WALTER MACAPAZ.

**505 Bastrop, Unit 506, Houston, TX**

16. During 2006, TONY DAVID MALDONADO recruited the buyer of 505 Bastrop, Unit 506 claiming he would receive \$9,000 following closing.

17. November 3, 2006, LISA CAROL ROSS caused Vision Title check number 30-1826 drawn on Bank of America account numberXXXXXXXXX4170 in the amount of \$84,413.17 to be made payable to the seller of 505 Bastrop, Unit 506, Houston, Texas.

18. November 3, 2006, LISA CAROL ROSS caused Vision Title check number 30-1826 drawn on Bank of America account numberXXXXXXXXX4170 in the amount of \$84,413.17 payable to the seller of 505 Bastrop, Unit 506, Houston,

Texas, to be negotiated into cash and \$1,000 denomination money orders.

**1811 Indiana, Houston, TX**

19. December 29, 2006, WALTER RYAN MACAPAZ caused Heritage Home Builders I Limited Partnership to wire \$121,259.72 into Regions Bank account number XXXXXX4734 in the name of Texas Investments & Management.

**2101 Park Street, Houston, TX**

20. January 12, 2007, WALTER RYAN MACAPAZ caused Heritage Home Builders I Limited Partnership check number 4140 drawn on Compass Bank account number XXXX1798 in the amount of \$119,350 payable to Texas Investments & Management to be deposited into Regions Bank account number XXXXXX4734 in the name of Texas Investments & Management.

In violation of Title 18, United States Code, Section 1956(h).

**A TRUE BILL:**

ORIGINAL SIGNATURE ON FILE

RY

José Angel Moreno  
United States Attorney

By:



JOHN R. LEWIS  
Assistant United States Attorney

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA §  
v. § CRIMINAL NO. H-11-575  
BUFFY MARIE LAWRENCE §  
§

PLEA AGREEMENT

The United States of America, by and through Kenneth Magidson, United States Attorney for the Southern District of Texas and John R. Lewis, Assistant United States Attorney, and the defendant, Buffy Marie Lawrence, and the defendant's counsel, pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

**The Defendant's Agreement**

1. The defendant agrees to plead guilty to Count One of the Indictment. Count One charges defendant with conspiracy to commit wire fraud in violation of Title 18, United States Code, Section 1349. By entering this plea, the defendant agrees that he is waiving any right to have the facts that the law makes essential to the punishment either charged in the Indictment, or proved to a jury or proven beyond a reasonable doubt.



### **Punishment Range**

2. The statutory maximum penalty for each violation of Title 18, United States Code, Section 1349, is imprisonment of not more than twenty years and a fine of not more than \$250,000. Additionally, the defendant may receive a term of supervised release after imprisonment of up to three years. Title 18, U.S.C. §§ 3559(a)(3) and 3583(b)(2). Defendant acknowledges and understands that if he should violate the conditions of any period of supervised release which may be imposed as part of his/her sentence, then defendant may be imprisoned for the entire term of supervised release up to two years, without credit for time already served on the term of supervised release prior to such violation. Title 18, U.S.C. §§ 3559(a)(3) and 3583(e)(3). Defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

### **Mandatory Special Assessment**

3. Pursuant to Title 18, U.S.C. § 3013(a)(2)(A), immediately after sentencing, defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars (\$100.00) per count of conviction. The payment will be by cashier's check or money order payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box

61010, Houston, Texas 77208, Attention: Finance.

### **Immigration Consequences**

4. If the defendant is not a citizen of the United States, a plea of guilty may result in deportation, exclusion from admission to the United States, or the denial of naturalization.

### **Cooperation**

5. The defendant agrees to persist in his/her plea of guilty through sentencing, fully cooperate with the United States, and not oppose the forfeiture of assets contemplated in the Forfeiture section of this agreement. The defendant understands and agrees that the United States may request that sentencing be deferred until his/her cooperation is complete.

6. The defendant understands and agrees that "fully cooperate," as used herein, includes providing all information relating to any criminal activity known to the defendant, including but not limited to insurance fraud. The defendant understands that such criminal activity includes both state and federal offenses.

In that regard:

- (a) Defendant agrees that this plea agreement binds only the United States Attorney for the Southern District of Texas and the defendant. It does not bind any other United States Attorney or any other unit of the Department of Justice.

- (b) Defendant agrees to testify truthfully as a witness before a grand jury or in any other judicial or administrative proceeding when called upon to do so by the United States. Defendant further agrees to waive his/her Fifth Amendment privilege against self-incrimination for the purpose of this agreement.
- (c) Defendant agrees to voluntarily attend any interviews and conferences that the United States may request.
- (d) Defendant agrees to provide truthful, complete and accurate information and testimony, and understands that any false statements made by the defendant to the Grand Jury or at any court proceeding (criminal or civil), or to a government agent or attorney, can and will be prosecuted under the appropriate perjury, false statement or obstruction statutes.
- (e) Defendant agrees to provide to the United States all documents in his/her possession or under his/her control relating to all areas of inquiry and investigation.
- (f) Should the recommended departure, if any, not meet the defendant's expectations, the defendant understands he/she remains bound by the terms of this agreement and cannot, for that reason alone, withdraw his/her plea.

### **Waiver of Appeal**

7. The defendant is aware that he/she has the right to appeal the conviction and sentence under 28 U.S.C. § 1291 and 18 U.S.C. § 3742. The defendant knowingly and voluntarily waives the right to appeal the conviction and the sentence imposed or the manner in which it was determined. The defendant is also aware that 28 U.S.C. § 2255 affords a defendant the right to contest or

“collaterally attack” a conviction or sentence after the conviction or sentence has become final. The defendant knowingly and voluntarily waives the right to contest his/her conviction or sentence by means of any post-conviction proceeding.

8. In exchange for this Agreement with the United States, the defendant waives all defenses based on venue, speedy trial under the Constitution and Speedy Trial Act, and the statute of limitations with respect to any prosecution that is not time barred on the date that this Agreement is signed, in the event that (a) the defendant’s conviction is later vacated for any reason, (b) the defendant violates any provision of this Agreement, or (c) the defendant’s plea is later withdrawn.

9. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. The defendant is also aware that any estimate of the possible sentencing range under the *United States Sentencing Commission Guidelines Manual* (hereafter referred to as “Sentencing Guidelines” or “U.S.S.G.”) that he/she may have received from his/her counsel, the United States or the Probation Office, is a prediction, not a promise, **did not induce his/her guilty plea**, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation

concerning what sentence the defendant will receive. Defendant further understands and agrees that the Sentencing Guidelines are effectively advisory to the Court. *United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

10. The defendant understands and agrees that any and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement. **If the defendant instructs his/her attorney to file a notice of appeal at the time sentence is imposed or at any time thereafter, the United States will seek specific performance of any and all provisions of this Agreement.**

#### **The United States' Agreements**

11. The United States agrees to each of the following:
  - (a) If Defendant pleads guilty to Count One of the Indictment and persists in that plea through sentencing, and if the Court accepts this plea agreement, the United States will move to dismiss any remaining counts of the Indictment at the time of sentencing.
  - (b) The United States agrees to recommend that the Defendant receive a three (3) level downward adjustment pursuant to U.S.S.G. Section

3E1.1(a) for accepting responsibility as contemplated by the Sentencing Guidelines and timely notifying authorities of his/her intention to enter a plea of guilty.

- (c) The United States agrees to file a motion for downward departure under U.S.S.G. Section 5K1.1.

**Agreement Binding - Southern District of Texas Only**

12. The United States agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for offenses arising from conduct charged in the Indictment. This plea agreement binds only the United States Attorney's Office for the Southern District of Texas and the defendant. It does not bind any other United States Attorney or any other unit of the Department of Justice. The United States will bring this plea agreement and the full extent of the defendant's cooperation, if any, to the attention of other prosecuting offices if requested.

**The United States' Non-Waiver of Appeal**

13. The United States reserves the right to carry out its responsibilities under the Sentencing Guidelines. Specifically, the United States reserves the right:

- (a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a presentence report;

- (b) to set forth or dispute sentencing factors or facts material to sentencing;
- (c) to seek resolution of such factors or facts in conference with the defendant's counsel and the Probation Office;
- (d) to file a pleading relating to these issues, in accordance with U.S.S.G. Section 6A1.2 and Title 18, U.S.C. § 3553(a); and
- (e) to appeal the sentence imposed or the manner in which it was determined.

### **Sentence Determination**

14. Defendant is aware that his/her sentence will be imposed after consideration of the Sentencing Guidelines, which are only advisory, as well as the provisions of Title 18, U.S.C. § 3553. Defendant nonetheless acknowledges and agrees that the Court has the authority to impose any sentence up to and including the statutory maximum set for the offense(s) to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines.

Defendant understands and agrees the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should impose any sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that



reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

### **Defendant's Rights**

15. Defendant represents to the Court that he/she is satisfied that his/her attorney has rendered effective assistance. Defendant understands that by entering into this agreement, he/she surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

- (a) If the defendant persisted in a plea of not guilty to the charges, the defendant would have the right to a speedy jury trial with the assistance of counsel. The trial could be conducted by a judge sitting without a jury if the defendant, the United States, and the court all agreed.
- (b) At a trial, the United States would be required to present witnesses and other evidence against the defendant. The defendant would have the opportunity to confront those witnesses and his/her attorney would be allowed to cross-examine them. In turn, the defendant could, but would not be required to, present witnesses and other evidence on his/her own behalf. If the witnesses for the defendant would not appear voluntarily, he/she could require their attendance through the subpoena power of the court.
- (c) At a trial, the defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if the defendant desired to do so, he/she could testify on his/her own behalf.

### **Factual Basis for Guilty Plea**

16. Defendant is pleading guilty because he/she is guilty of the charges contained in Count One of the Indictment. If this case were to proceed to trial, the United States could prove each element of the offense beyond a reasonable doubt. Defendant understands and agrees that the following facts, among others, would be offered to establish the defendant's guilt:

In 2006, Lisa Carol Ross ("Ross") was a member of the Texas State Bar and a fee attorney for Vision Title in Houston, TX. In that position, she utilized her law license to preside over real estate transactions. Some of the real estate transactions that she was involved in were fraudulent and also involved Walter Macapaz ("Macapaz"), Tony Maldonado ("Maldonado") and Buffy Lawrence ("Lawrence"). In these transactions, straw purchasers were used to complete uniform residential loan applications that contained various items of fictitious information regarding employment, income, rental history or deposits on account, to qualify them for a loan. Once the lender qualified them, the title company completed the transaction by acting as an independent third party to disburse the collected monies in accordance with the settlement form or HUD-1. In order to pay the participants of the fraudulent scheme, Ross issued two payments to the seller of a transaction. The seller was given one of the payments and the other was issued as a check that was negotiated at a check cashing facility in Houston, TX and further turned into cash and blank money orders. The cash and money orders were then given to the participants in the scheme. Ross was paid additional money by the participants for closing the fraudulent loans. The additional money that was pulled out of the transactions was created due to over inflated appraisals.

The first transaction was for a condo unit located at 914 Main Street, Unit 2002, Houston, TX 77002. This property was purchased by a straw borrower. The straw borrower for this transaction was recruited by Lawrence. Lawrence was also the loan officer on this transaction. Numerous items on the loan application were false, to include the borrower's income and that the borrower was renting an address that was owned by his spouse. In support of these statements, a fraudulent verification of rent and a CPA letter that contained fraudulent information were provided to the lender in support of the amounts contained on

the loan application. The fraudulent verification of rent appeared to be signed by Maldonado, as the manager of the property. Based on the information provided in the loan application, a decision was made by the lender to fund the loan. The lender sent a wire transfer of \$575,158.46 across state lines from Texas through the Federal Reserve Bank of New York FEDWIRE system in New Jersey to the title company's bank in Houston, Texas.

The second transaction was for another condo unit located at 914 Main Street, Unit 905, Houston, TX 77002. This property was purchased by a straw borrower. Maldonado was involved in recruiting the straw borrower and in orchestrating this transaction. Numerous items on the loan application were fraudulent, to include the borrower's income, rental status of their home and amounts on deposit with a financial institution. To support the fraudulent rental status, a fictitious rental agreement was provided to the lender and to support the amounts on deposit at a financial institution, a verification of deposit was completed with fictitious information. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent a wire transfer of \$364,684.83 across state lines from California through the CHIPS system in New Jersey to the title company's bank in Houston, Texas. Ross handled the closing for this transaction.

The third transaction was for a residence located at 2204 Oxford, Houston, TX. A straw borrower purchased this property. Numerous items on the loan application were fraudulent, to include, the borrower's income was overstated, the borrower's residence was listed as rental property, and the borrower was listed as residing in another property involved in the scheme instead of their actual home. Lawrence was the loan processor for this transaction and caused a loan application containing fraudulent information to be sent via facsimile. In support of the fraudulent information on the loan application, a fraudulent verification of rent was obtained which appeared to be signed by Maldonado. The name on the verification of rent or mortgage was Tony Mandola, who was listed as the account manager; however, the address and telephone number for Mandola was the same that was previously used by Maldonado. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent two interstate wire transfers which cleared through the Federal Reserve Bank of

New York FEDWIRE system to Vision Title's Bank of America bank account. Ross handled the closing for this transaction.

The fourth transaction was a condo unit located at 505 Bastrop, Unit 506, Houston, TX 77003. A straw borrower purchased this property. Maldonado was involved in recruiting the straw borrower and in orchestrating this transaction. Numerous items on the loan application were fraudulent, to include, the borrower's income was overstated, the borrower's actual personal residence was listed as a rental property and the borrower was listed as having a bank account with a large balance a bank that they did not have an account with. In support of the fraudulent information contained in the loan application, members of the scheme created a fraudulent residential lease agreement to show the true personal residence as rented and obtained a verification of deposit that was completed with fictitious information. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent a wire transfer of \$403,157.18 across state lines from New York through the Federal Reserve Bank of New York FEDWIRE system in New Jersey to the title company's bank in Houston, Texas. Ross handled the closing for this transaction.

The fifth transaction was for a single family residence located at 1811 Indiana, Houston, TX 77019. A straw borrower purchased the property. The loan application that was submitted to the lender contained numerous misstatements and falsehoods; the borrower's income was overstated, the rental payment information was overstated as was the rental manager's identity, and a bank account was listed that the borrower did not have. The loan application was processed by Lawrence. In support of the fraudulent information on the loan application, members of the scheme provided a fictitious verification of rent and a verification of deposit that was fraudulently completed. What appears to be Maldonado's signature is on the fraudulent verification of rent or mortgage, where he is listed as the account manager. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan. The lender sent a wire transfer of \$447,729.25 across state lines from California to the title company's account in Houston, Texas.

The final property listed in the overt acts for the conspiracy was located at 2101 Park Street, Houston, TX. A straw borrower purchased the property. The loan application that was submitted to the lender contained numerous misstatements and falsehoods; the borrower's income was overstated as was the rental manager's identity, the rental payment information was overstated, and a bank account was listed that the borrower did not have. The loan application was processed by Lawrence. In support of the fraudulent information on the loan application, a fictitious verification of rent and a fictitious verification of deposit were fraudulently completed. What appears to be Maldonado's signature is on the fraudulent verification of rent or mortgage, where he is listed as the account manager of the property. The fraudulent verification of deposit was obtained by Macapaz. Based on the information provided in the loan application and the fraudulent documentation supplied in support of the loan application, the lender made the decision to fund the loan.

#### **Breach of Plea Agreement**

17. If the defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and the defendant's plea and sentence will stand. The defendant agrees that he/she breaches the plea agreement if he/she knowingly withholds evidence, or if he/she is not completely truthful with the United States. In that event, the United States may move the Court to set aside the guilty plea and reinstate prosecution. Furthermore, any and all information and documents that have been disclosed by the defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against the defendant in any prosecution.



18. Whether the defendant has breached any provision of this plea agreement shall be determined solely by the United States through the United States Attorney's Office, whose judgment in that regard is final.

### **Restitution, Forfeiture and Fines**

19. This plea agreement is being entered into by the United States on the basis of the defendant's express representation that he/she will make a full and complete disclosure of all assets over which he/she exercises direct or indirect control, or in which he/she has any financial interest. The defendant agrees not to dispose of assets or take any action that would effect a transfer of property in which he/she has an interest, unless the defendant obtains the prior written permission of the United States.

20. Defendant agrees to make complete financial disclosure to the United States by truthfully executing a sworn financial statement (USAO-SDTX Financial Statement, Form OBD-500 or similar form) by the deadline set by the United States, or if no deadline is set, by no later than sentencing. Defendant agrees to authorize the release of all financial information requested by the United States, including but not limited to executing authorization forms for the United States to obtain tax information, bank account records, credit history, and social security information. Defendant agrees to discuss and answer any questions by the United

States relating to Defendant's complete financial disclosure.

21. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines, including but not limited to surrendering title, executing a warranty deed, signing a consent decree, stipulating to facts regarding the transfer of title and the basis for the forfeiture, and signing any other documents necessary to effectuate such transfer. Defendant also agrees to direct any banks which have custody of Defendant's assets to deliver all funds and records of such assets to the United States.

22. Defendant understands that forfeiture, restitution and fines are separate aspects of sentencing and are separate obligations.

### **Restitution**

23. Defendant agrees to pay full restitution to the victim(s) regardless of the count(s) of conviction. Defendant stipulates and agrees that as a result of his/her criminal conduct, the victim(s) incurred a monetary loss of at least \$\_\_\_\_\_. Defendant understands and agrees that the Court will determine the amount of restitution to fully compensate the victim(s). Defendant agrees that restitution imposed by the Court will be due and payable immediately and that Defendant will not attempt to avoid or delay payment. Defendant waives the



right to challenge the restitution order imposed by the Court in any manner, including by direct appeal or in a collateral proceeding.

### **Fines**

24. Defendant understands that under the Sentencing Guidelines, the Court may order Defendant to pay a fine. Defendant agrees that any fine imposed by the Court will be due and payable immediately, and Defendant will not attempt to avoid or delay payment. Defendant waives the right to challenge the fine in any manner, including by direct appeal or in a collateral proceeding.

### **Complete Agreement**

25. This written plea agreement, consisting of 19 pages, including the attached addendum of Defendant and his/her attorney, constitutes the complete plea agreement between the United States, Defendant and his/her counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. Defendant acknowledges that no threats have been made against him/her and that he/she is pleading guilty freely and voluntarily because he/she is guilty.

26. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at Houston, Texas, on




UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA §  
v. § CRIMINAL NO. H-11-575  
BUFFY MARIE LAWRENCE §

PLEA AGREEMENT - ADDENDUM

I have fully explained to defendant his/her rights with respect to the pending Indictment. I have reviewed the provisions of the United States Sentencing Commission's Guidelines Manual and Policy Statements and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

  
\_\_\_\_\_  
Chip B. Lewis, Esq.  
Attorney for Defendant

4/19/13  
Date

I have consulted with my attorney and fully understand all my rights with respect to the Indictment pending against me. My attorney has fully explained and I understand all my rights with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement and I voluntarily agree to its terms.

Buffy Marie Lawrence  
**BUFFY MARIE LAWRENCE**  
Defendant

4/19/13  
Date

**UNITED STATES DISTRICT COURT**  
**Southern District of Texas**  
Holding Session in Houston

**UNITED STATES OF AMERICA**  
**V.**  
**BUFFY MARIE LAWRENCE**

**JUDGMENT IN A CRIMINAL CASE**

CASE NUMBER: 4:11CR00575-003

USM NUMBER: 96608-279

Chip B. Lewis

Defendant's Attorney

See Additional Aliases.

**THE DEFENDANT:**

pleaded guilty to count(s) 1 on April 19, 2013.

pleaded nolo contendere to count(s) \_\_\_\_\_  
which was accepted by the court.

was found guilty on count(s) \_\_\_\_\_  
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title &amp; Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. §§ 1343 and 1349	Conspiracy to commit wire fraud	10/31/2008	1

See Additional Counts of Conviction.

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

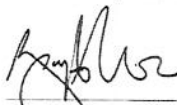
The defendant has been found not guilty on count(s) \_\_\_\_\_

Count(s) remaining \_\_\_\_\_  is  are dismissed on the motion of the United States.

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

March 28, 2014

Date of Imposition of Judgment



Signature of Judge

**GRAY H. MILLER**  
**UNITED STATES DISTRICT JUDGE**

Name and Title of Judge

April 1, 2014

Date



DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

### IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 12 months and 1 day.

This term consists of TWELVE (12) MONTHS and ONE (1) DAY as to Count 1.

- See Additional Imprisonment Terms.
- The court makes the following recommendations to the Bureau of Prisons:
- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district:
  - at \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_.
  - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
  - before 2 p.m. on \_\_\_\_\_.
  - as notified by the United States Marshal.
  - as notified by the Probation or Pretrial Services Office.

### RETURN

I have executed this judgment as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_  
at \_\_\_\_\_, with a certified copy of this judgment.

\_\_\_\_\_  
UNITED STATES MARSHAL  
By \_\_\_\_\_  
DEPUTY UNITED STATES MARSHAL

DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

## SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of: 3 years.  
This term consists of THREE (3) YEARS as to Count 1.

See Additional Supervised Release Terms.

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

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

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court. *(for offenses committed on or after September 13, 1994)*

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

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

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

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

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

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

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

## STANDARD CONDITIONS OF SUPERVISION

See Special Conditions of Supervision.

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.



DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

### **SPECIAL CONDITIONS OF SUPERVISION**

The defendant shall provide the probation officer access to any requested financial information. If a fine or restitution amount has been imposed, the defendant is prohibited from incurring new credit charges or opening additional lines of credit without approval of the probation officer.

The defendant is prohibited from employment or acting in a fiduciary role during the term of supervision.

DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

### CRIMINAL MONETARY PENALTIES

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

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
<b>TOTALS</b>	\$100.00		

See Additional Terms for Criminal Monetary Penalties.

The determination of restitution is deferred until on or before June 25, 2014. An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.

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

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

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
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See Additional Restitution Payees.

<b>TOTALS</b>	<u>\$0.00</u>	<u>\$0.00</u>
---------------	---------------	---------------

Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_

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

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

the interest requirement is waived for the  fine  restitution.

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

Based on the Government's motion, the Court finds that reasonable efforts to collect the special assessment are not likely to be effective. Therefore, the assessment is hereby remitted.

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

DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

### SCHEDULE OF PAYMENTS

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

- A  Lump sum payment of \$100.00 due immediately, balance due
  - not later than \_\_\_\_\_, or
  - in accordance with  C,  D,  E, or  F below; or
- B  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C  Payment in equal \_\_\_\_\_ installments of \_\_\_\_\_ over a period of \_\_\_\_\_, to commence \_\_\_\_\_ days after the date of this judgment; or
- D  Payment in equal \_\_\_\_\_ installments of \_\_\_\_\_ over a period of \_\_\_\_\_, to commence \_\_\_\_\_ days after release from imprisonment to a term of supervision; or
- E  Payment during the term of supervised release will commence within \_\_\_\_\_ days after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F  Special instructions regarding the payment of criminal monetary penalties:

Payable to: Clerk, U.S. District Court, Attn: Finance, P.O. Box 61010, Houston, TX 77208.

Balance due in installments of 50% of any wages earned while in prison in accordance with the Bureau of Prisons' Inmate Financial Responsibility Program. Any balance remaining after release from imprisonment shall be due in equal monthly installments of \$250 to commence 30 days after release from imprisonment to a term of supervision.

\* In reference to the Court ordered restitution obligation, it will be joint and several, to the extent of the defendant's participation with the codefendants, once the defendant's restitution amount has been finalized.

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

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

Joint and Several

**Case Number**

**Defendant and Co-Defendant Names  
(including defendant number)**

**Total Amount**

**Joint and Several  
Amount**

**Corresponding Payee,  
if appropriate**

Buffy Marie Lawrence 4:11CR00575-003*			
Walter Ryan Macapaz 4:11CR00575-001	\$8,774,289.45		
Tony David Maldonado 4:11CR00575-002	\$5,258,034.87		

See Additional Defendants and Co-Defendants Held Joint and Several.

The defendant shall pay the cost of prosecution.

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

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

See Additional Forfeited Property.

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

DEFENDANT: **BUFFY MARIE LAWRENCE**  
CASE NUMBER: **4:11CR00575-003**

**ADDITIONAL DEFENDANTS AND CO-DEFENDANTS HELD JOINT AND SEVERAL**

Case Number Defendant and Co-Defendant Names (including defendant number)	<u>Total Amount</u>	Joint and Several <u>Amount</u>	Corresponding Payee, <u>if appropriate</u>
Lisa Carol Ross 4:11CR00575-004	\$2,107,930.10		

AFFIDAVIT

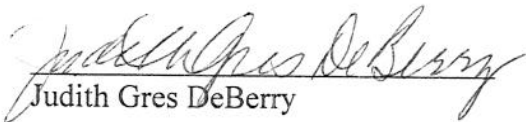
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Judith Gres DeBerry, Petitioner's attorney of record, who, being by me duly sworn, deposed as follows:

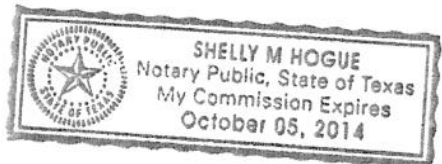
"My name is Judith Gres DeBerry. I am over the age of 18 years, of sound mind, capable of making this affidavit, and state the following:

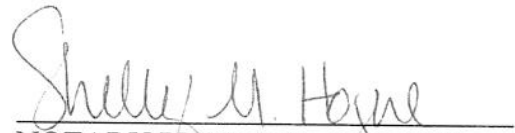
Based upon information and belief, Buffy Marie Lawrence, whose Texas Bar Card Number is 24052821, is licensed as an attorney and counselor at law in the State of Texas. Based upon information and belief, Buffy Marie Lawrence named as Respondent in the Petition for Compulsory Discipline filed with the Board of Disciplinary Appeals, is one and the same person as the Buffy Marie Lawrence who is the subject of the Judgment in Case No. H-11-575, styled *United States of America v. Buffy Marie Lawrence*, in the United States District Court, Southern District of Texas, Holding Session in Houston, wherein Respondent pled guilty to Count One – Conspiracy to Commit Wire Fraud and was committed to the custody of the United State Bureau of Prisons to be imprisoned for a total term of 12 months and 1 day, ordered upon release from imprisonment to be on supervised release for 3 years and ordered to pay an assessment of \$100.00."

FURTHER Affiant saith not.

  
Judith Gres DeBerry

SWORN AND SUBSCRIBED before me on the 4 day of June 2014.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS