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10 Attorneys for Plaintiff

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN JOSE DIVISION
14

15 UNITED STATES OF AMERICA,) No. CR 11-00142 EJD
16 Plaintiff,)
17 v.) PLEA AGREEMENT
18 TARA DENISE BONELLI,)
19 Defendant.)
20

21 I, Tara Denise Bonelli, and the United States Attorney's Office for the Northern District
22 of California (hereafter "the government") enter into this written plea agreement (the
23 "Agreement") pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal
24 Procedure:

25 The Defendant's Promises

26 1. I agree to plead guilty to Count Ten of the captioned Indictment charging me with
27 Wire Fraud, in violation of 18 U.S.C. § 1343. I agree that the elements of Wire Fraud are as
28 follows: (1) I participated in either a scheme or plan to defraud or a scheme or plan to obtain

1 money or property by making false promises or statements; (2) I knew that the promises or
2 statements were false; (3) the promises or statements were material, that is, they would have a
3 natural tendency to influence, or were capable of influencing, a person to part with money or
4 property; (4) I acted with the intent to defraud; and (5) interstate wires were used to carry out an
5 essential part of the scheme. I agree that the maximum penalties are as follows:

- | | | | |
|----|----|---------------------------------|-------------------------------|
| 6 | a. | Maximum prison term | 20 years |
| 7 | b. | Maximum fine | \$250,000 |
| 8 | c. | Maximum supervised release term | 3 years |
| 9 | d. | Restitution | To Be Determined by the Court |
| 10 | e. | Mandatory special assessment | \$100 |

11 2. I agree that I am guilty of the offenses to which I am pleading guilty, and I agree that the
12 following facts are true:

13 In or around November 2003, I founded Vista Funding Inc., a pre-foreclosure services
14 company that helped refinance properties or purchased properties to develop, rent, and/or sell. I
15 also founded Independent Financial, a company that bought mortgage notes from banks; Equity
16 Advisors, a mortgage company that matched lenders with borrowers; Bonelli Properties, a real
17 estate company; Lost Dollar Services, a company formed to facilitate collection of homeowner
18 overages; Equity Inquiries, a real estate research company; Outlook Enterprises, a development
19 company; and Sovereign Property Management, a property management company. However, I
20 primarily conducted business under Vista Funding, and controlled most of its business
21 transactions.

22 Beginning no later than May 2006, and continuing to at least October 2008, I solicited
23 funds from numerous individuals, including by knowingly making false promises about how the
24 funds were to be invested and repaid. In my capacity as vice-president of Vista Funding, I told
25 investors that their money would be used to purchase distressed properties for resale and to
26 engage in the business of foreclosure assistance. Rather, I used some of the investor funds to pay
27 for my personal expenses.

28 I also told investors that their loans would be secure because specific properties that I

1 owned would be used as collateral. I, along with my husband and Vista, owned three properties:
2 631 Quail Run Road, Aptos, California, 420 Sunlit Lane, Bonny Doon, California, and 525
3 Bethany Drive, Scotts Valley, California.

4 In some instances, there were delays in the recording of deeds or deeds went unrecorded,
5 which made the properties look less encumbered. I utilized these delays in order to induce
6 investors to do business with Vista Funding. In order to satisfy investors who complained about
7 not getting paid, I informed them that escrows were about to close and that real estate deals were
8 about to result in payments to Vista Funding. However, some of these escrows did not close.

9 Furthermore, in February 2007, I promoted a false and fraudulent real estate investments.
10 I contacted an individual identified by the initials "R.R." to see if he was interested in investing
11 in a warehouse-to-condominium conversion. I informed him that I was going to purchase a
12 warehouse building and convert it into condominiums. I also told R.R. that I was seeking
13 investors to provide \$100,000 and offered a 25 percent return for six months.

14 On February 21, 2007, R.R. wired \$100,000 from his personal bank account in Texas to
15 Vista Funding's bank account at Wells Fargo Bank in California as an investment for the project.
16 On February 22, 2007, I made two separate withdrawals from Vista Funding's Wells Fargo
17 account: the first withdrawal was in the amount of \$20,000, and the second was \$20,750. The
18 next day, on February 23, 2007, I made another withdrawal from the same account in the amount
19 of \$27,749.71. I never used R.R.'s funds to purchase the warehouse, and did not repay him for
20 his investment in the project.

21 On occasion, when investors were not satisfied with the pace of repayment, I sent them
22 partial payments to fend off their inquiries. Some of the payments I made to investors came from
23 new investor money.

24 On approximately January 31, 2008, another individual and I formed Centurion Asset
25 Partners ("CAP"). I was a primary decision maker and controlled CAP's business transactions.
26 Working through CAP and Vista, I solicited investors for money to fund the purchase of Real
27 Estate Owned ("REO") property in bulk. I led investors to believe that I would be able to
28 purchase up to one trillion dollars worth of REO and then be able to sell it at a profit. To lure

1 their investments, I promised some investors a return of up to 1000%. The majority of the
2 money was not used to purchase any REO property, and the majority of investors in CAP were
3 never paid back.

4 3. I agree to give up all rights that I would have if I chose to proceed to trial,
5 including the rights to a jury trial with the assistance of any attorney; to confront and cross-
6 examine government witnesses; to remain silent or testify; to move to suppress evidence or raise
7 any other Fourth or Fifth Amendment claims; to any further discovery from the government; and
8 to pursue any affirmative defenses and present evidence.

9 4. I agree to give up my right to appeal my conviction, the judgment, and orders of
10 the Court. I also agree to waive any right I have to appeal any aspect of my sentence, including
11 any orders relating to forfeiture and or restitution.

12 5. I agree not to file any collateral attack on my conviction or sentence, including a
13 petition under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, or motion under 18 U.S.C. § 3582, at any
14 time in the future after I am sentenced, except that I reserve my right to claim that my counsel
15 was ineffective in connection with the negotiation of this Agreement or the entry of my guilty
16 plea. I understand that the government will not preserve any physical evidence obtained in this
17 case.

18 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is
19 entered. I understand that by entering into this Agreement: (a) I agree that the facts set forth in
20 Paragraph 2 of this Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A)
21 in any subsequent proceeding, including at trial, in the event I move to withdraw my guilty plea
22 to the charge in the Indictment, and (b) I expressly waive any and all rights under Fed. R. Crim.
23 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in Paragraph 2 of this Agreement in
24 such subsequent proceeding.

25 7. I agree that the Court will use the Sentencing Guidelines to calculate my sentence.
26 I understand that the Court must consult the Guidelines and take them into account when
27 sentencing, together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the
28 Court is not bound by the Guidelines calculations below, the Court may conclude that a higher

1 Guidelines range applies to me, and, if it does, I will not be entitled, nor will I ask to withdraw
2 my guilty plea. I agree that regardless of the sentence that the Court imposes on me, I will not be
3 entitled, nor will I ask, to withdraw my guilty plea. I also agree that the Sentencing Guidelines
4 offense level will be calculated as follows. I also reserve my right to argue for a sentencing
5 variance pursuant to the factors in 18 U.S.C. § 3553(a). I understand that the government
6 reserves it's right to oppose any such motion. The parties have reached no agreement regarding
7 my Criminal History Category.

8 Wire Fraud

- | | | | |
|----|----|---|-----|
| 9 | a. | Base Offense Level: | 7 |
| 10 | | (U.S.S.G. § 2B1.1(a)(1)(A) - Larceny,
Embezzlement, and Other Forms of Theft): | |
| 11 | b. | Specific Offense Characteristics: | +18 |
| 12 | | <u>Amount of Loss</u> | |
| 13 | | The Government will be allowed to argue the | |
| 14 | | amount of loss is more than \$2.5 million, but less | |
| 15 | | than \$7 million pursuant to U.S.S.G. § 2B1.1(b)(1)(J). | |
| 16 | | The defendant will be allowed to argue that the amount | |
| 17 | | of loss is less than \$2.5 million. | |
| 18 | c. | U.S.S.G. § 2B1.1(b)(2)(A)(i) - More Than 10 | +2 |
| 19 | | Victims | |
| 20 | d. | Wire Fraud Offense Level | 27 |

21 Adjustments

- | | | | |
|----|----|---|----|
| 22 | e. | Acceptance of Responsibility | -3 |
| 23 | | If I meet the requirements of U.S.S. G. § 3E1.1. | |
| 24 | | I may be entitled to a three level reduction for acceptance | |
| 25 | | of responsibility, provided that I forthrightly admit my guilt, | |
| 26 | | cooperate with the Court and the Probation Office in | |
| 27 | | any presentence investigation ordered by the Court, | |
| 28 | | and continue to manifest an acceptance of responsibility | |
| | | through and including the time of sentencing. | |
| | f. | Adjusted Offense Level: | 24 |

8. I agree that regardless of any other provision of this Agreement, the government may and will provide the Court and the Probation Office with all information relevant to the charged offense and the sentencing decision. I agree that, based on the nature of the offense, the Court should impose the following special condition of supervised release which is

1 reasonably related to deterrence and rehabilitation:

2 Special Condition (Searches)

3 The defendant shall submit his person, residence, office, vehicle, or any
4 property under his control to a search. Such a search shall be conducted by a
5 United States Probation Officer or any federal, state, or local law enforcement
6 officer at any time with or without cause. Failure to submit to such a search may
7 be grounds for revocation; the defendant shall warn any residents that the
8 premises may be subject to searches.

9 9. I agree to pay restitution for all the losses caused by all the schemes or offenses
10 with which I was charged in this case, and I agree that the amount of restitution will not be
11 limited to the loss attributable to the counts to which I am pleading guilty, pursuant to 18 U.S.C.
12 § 3663(a)(3). I agree that any fine, forfeiture, or restitution imposed by the Court against me will
13 be immediately due and payable and subject to immediate collection by the government and I
14 understand that the government may seek immediate collection of the entire fine, forfeiture, or
15 restitution from any assets without regard to any schedule of payments imposed by the Court or
16 established by the Probation Office. I agree that I will make a good-faith effort to pay any fine,
17 forfeiture, or restitution I am ordered to pay. Before or after sentencing, I will upon request of
18 the Court, the government, or the Probation Office, provide accurate and complete financial
19 information, submit sworn statements and give depositions under oath concerning my assets and
20 my ability to pay, surrender assets I obtained as a result of my crimes, and release funds and
21 property under my control in order to pay any fine, forfeiture, or restitution. I agree to pay the
22 special assessment at the time of sentencing.

23 10. I agree not to commit or attempt to commit any crimes before sentence is imposed
24 or before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial
25 release; not to intentionally provide false information to the Court, the Probation Office, Pretrial
26 Services, or the government; and not to fail to comply with any of the other promises I have
27 made in this Agreement. I agree not to have any contact with any victims or witnesses in this
28 case, either directly or indirectly, before and after I am sentenced. This includes, but is not
limited to, personal contact, telephone, mail, or electronic mail contact, or any other written form
of communication, and includes any harassing, annoying, or intimidating conduct by me directed

1 to any victims or witnesses. I agree that the Court may also include this no-contact provision as a
2 condition of my supervised release term. I agree that if I fail to comply with any promises I have
3 made in this Agreement, then the government will be released from all of its promises in this
4 Agreement, including those set forth in the Government's Promises Section below, but I will not
5 be released from my guilty plea.

6 11. I agree that this Agreement contains all of the promises and agreements between
7 the government and me, and I will not claim otherwise in the future.

8 12. I agree that the Agreement binds the U.S. Attorney's Office for the Northern
9 District of California only, and does not bind any other federal, state, or local agency.

10 The Government's Promises

11 13. The government agrees to move to dismiss any open charges pending against the
12 defendant in the captioned Indictment at the time of sentencing.

13 14. The government agrees not to file any additional or new charges against the
14 defendant or against the defendant's husband, Joaquin Romero, that could be filed as a result of
15 the investigation that led to the captioned Indictment.

16 15. The government agrees to recommend the Guideline calculation set out above,
17 including a sentence at the low end of the applicable Guideline range, unless the defendant
18 violates the terms of the Agreement above or fails to accept responsibility.

19 The Defendant's Affirmations

20 16. I confirm that I have had adequate time to discuss this case, the evidence, and the
21 Agreement with my attorney and that my attorney has provided me with all the legal advice that I
22 requested.

23 17. I confirm that the while I considered signing this Agreement, and at the time I
24 signed it, I was not under the influence of any alcohol, drug, or medicine that would impair my
25 ability to understand the Agreement.


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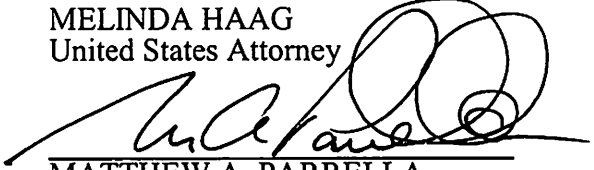
1 18. I confirm that my decision to enter this guilty plea is made knowing the charges
2 that have been brought against me, any possible defenses, and the benefits and possible
3 detriments of proceeding to trial. I also confirm that my decision to plead guilty is made
4 voluntarily, and no one coerced or threatened me to enter into this Agreement.

5
6 Dated: 2-12-2013



TARA DENISE BONELLI
Defendant

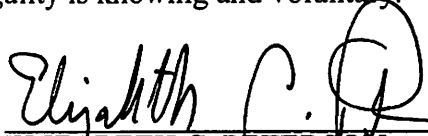
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10
11 Dated: 2/12/13

MELINDA HAAG
United States Attorney


MATTHEW A. PARRELLA
SUSAN KNIGHT
Assistant United States Attorneys

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14 I have fully explained to my client all the rights that a criminal defendant has and all the
15 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement
16 and all the rights my client is giving up by pleading guilty, and, based on the information now
17 known to me, my client's decision to plead guilty is knowing and voluntary.

18
19 Dated: 2/12/13



ELIZABETH C. PETERSON
Attorney for Defendant