

JUL 07 2015

1 **GPA**
2 ADAM PAUL LAXALT
3 Attorney General
4 JEFFREY H. SEGAL
5 Chief Deputy Attorney General
6 Nevada Bar No. 005491
7 RAYA SWIFT
8 Senior Deputy Attorney General
9 Nevada Bar No. 11108
10 555 E Washington Ave, Ste 3900
11 Las Vegas, NV 89101-1068
12 P: 702 486-3130
13 F: 702 486-0660
14 jsegal@ag.nv.gov
15 rswift@ag.nv.gov
16 Attorneys for Plaintiff State of Nevada

BY, _____
KRISTIN DUNCAN, DEPUTY

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

THE STATE OF NEVADA,)

Plaintiff,)

vs.)

ORLANDO VERA)

Defendant.)

Case No.: C-14-301201-1
Dept. No.: II

GUILTY PLEA AGREEMENT

The undersigned, ADAM PAUL LAXALT, Attorney General of the State of Nevada, through Jeffrey H. Segal, Chief Deputy Attorney General, and Raya Swift, Senior Deputy Attorney General, and Defendant **ORLANDO VERA**, with his attorney Louis Schneider, Esq. hereby file this Guilty Plea Agreement.

I, **ORLANDO VERA** ("VERA" or "Defendant"), agree to plead GUILTY to one (1) count of Pattern of Mortgage Lending Fraud, a category "B" felony in violation of NRS 205.372(2) as more fully alleged in the attached Amended Indictment attached hereto as Exhibit "1" which is hereby incorporated by reference as though fully set forth herein. Defendant hereby waives all objections as to the form and content of the Amended Indictment.

This Guilty plea is conditioned upon the District Court following the terms and

1 conditions set forth herein in material respects. If the District Court declines to follow the
2 terms and conditions set forth herein, the Defendant shall have the option of withdrawing his
3 Guilty Plea.

4 My decision to plead guilty is based upon the following plea agreement:

5 1. Defendant ORLANDO VERA and the State of Nevada hereby stipulate to a
6 sentence of a minimum of eight (8) years imprisonment and a maximum of twenty (20) years
7 imprisonment, suspended.

8 2. The defendant shall be placed on probation for a period not to exceed five (5) years
9 on terms and conditions that shall include the following:

10 a. Defendant VERA shall pay restitution in the total amount of \$904,861.94
11 to the victims listed in Exhibit 2 attached hereto as follows:

12 (i) A partial payment of \$248,000.00 shall be paid by certified
13 check made payable to the Office of the Attorney General at
14 or prior to the time of entry of guilty plea pursuant to this
15 Agreement.

16 (ii) The balance of restitution shall be paid to the Division of
17 Parole and Probation pursuant to a schedule of regular
18 monthly payments as determined by the Division of Parole
19 and Probation.

20 (iii) The defendant shall be jointly and severally liable for all
21 restitution with co-defendants Christian Delgado and Juan
22 Robles.

23 (iv) The defendant hereby agrees that a judicial finding that he
24 is thirty (30) days in arrears on any monthly restitution
25 payment established by the Division of Parole and
26 Probation shall constitute prima facie evidence of a "willful"
27 failure to pay restitution.

28 b. Defendant **VERA** shall pay to the Office of the Attorney General the amount

1 of Fifteen Thousand Dollars (\$15,000.00) as reimbursement of the costs of investigation and
2 prosecution. This amount shall be paid by certified check made payable to the Office of the
3 Attorney General at or prior to the time for entry of guilty plea.

4 c. Defendant **VERA** shall not work in the real estate, mortgage, loan, or credit
5 repair industries in any capacity whatsoever.

6 d. The defendant shall not form, own any share of, or serve in a leadership
7 position (e.g., director, officer, managing partner, managing member) of any business
8 organization (i.e., corporation, limited liability company, partnership, joint venture, etc.),
9 without prior written approval of the Division of Parole and Probation.

10 e. The defendant shall not form any trust or serve as trustee or beneficiary of
11 any trust without the prior written approval of the Division of Parole and Probation.

12 f. The defendant shall not own, control or manage any share of real estate
13 other than his primary residence without the prior written approval of the Division of Parole
14 and Probation. The defendant shall immediately or as soon thereafter as practical divest
15 himself in a legal manner of any interest in any real estate other than his primary residence;

16 g. The defendant shall maintain full time gainful employment (at least 120 hours
17 per month) until restitution is paid in full. Self-employment shall not count toward this
18 requirement unless defendant's hours and income can be independently verified to the
19 satisfaction of the Division of Parole and Probation.

20 h. The defendant shall complete community service as follows: One hour per
21 month for each hour he fails to complete the requirements of paragraph "g" herein. For
22 example, if the defendant completes 80 hours of independently verified gainful employment in
23 any given month, he would be required to complete 40 hours of community service during that
24 month so that his total hours of productivity equals 120. This community service requirement
25 shall not exceed 1000 hours.

26 i. The defendant shall have no contact with co-defendants Christian Delgado or
27 Juan Robles or any of the victims in this case.

28 j. The defendant shall not engage in any gambling activity or be present in any

1 casino or other location where gambling activity is occurring.

2 k. The defendant shall not use or possess any controlled substance without a
3 valid prescription. The defendant shall attend and successfully complete a substance abuse
4 counseling program as directed by the Division of Parole and Probation. The defendant shall
5 be subject to random drug testing as required by the Division of Parole and Probation.

6 l. The defendant shall remain law abiding except for minor traffic
7 violations.

8 m. The defendant shall pay all fees and costs imposed by the court;

9 3. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 4. The State agrees that it shall forego prosecution against the defendant on all
14 other counts charged in the Indictment.

15 5. The State agrees that it will not refer this matter to the United States
16 Government for criminal prosecution for the same acts alleged in the Indictment herein.

17 6. I, **ORLANDO VERA**, agree that if I fail to appear for any hearings or court dates
18 prior to sentencing or if an independent magistrate, by affidavit review, confirms probable
19 cause against me for new criminal charges, excluding minor traffic violations, the State will
20 have the unqualified right to argue for any legal sentence in this matter, including the use of
21 any prior convictions I may have to increase my sentence as a habitual criminal.

22 **CONSEQUENCES OF THE PLEA**

23 I understand that by pleading guilty I admit the facts that support all the elements of the
24 offense(s) to which I now plead as set forth in the Amended Indictment on file herein. (Exhibit
25 "1")

26 I understand that the consequences of my plea of guilty are that I may be sentenced to
27 a minimum term of three (3) years of imprisonment and a maximum term of twenty (20) years
28

1 of imprisonment, and that in addition to imprisonment I can be fined up to Fifty Thousand
2 Dollars (\$50,000.00).

3 I understand that the law requires me to pay an Administrative Assessment Fee.

4 I understand that, if appropriate, I may be ordered to make restitution to the victim of
5 the offense(s) to which I am pleading guilty and to the victim of any related offense which is
6 being dismissed or not prosecuted pursuant to this agreement. I will also be ordered to
7 reimburse the State of Nevada for any expenses related to my extradition, if any.

8 I understand that I am eligible for probation for the offense to which I am pleading
9 guilty. I understand that, except as otherwise provided by statute, the question of whether I
10 receive probation is in the discretion of the sentencing judge.

11 I understand that I must submit to blood and/or saliva tests under the Direction of the
12 Division of Parole and Probation to determine genetic markers and/or secretor status.

13 I understand that if more than one sentence of imprisonment is imposed and I am
14 eligible to serve the sentences concurrently, the sentencing judge has the discretion to order
15 the sentences served concurrently or consecutively.

16 I understand that information regarding charges not filed, dismissed charges, or
17 charges to be dismissed pursuant to this agreement may be considered by the judge at
18 sentencing.

19 I understand that pursuant to NRS 176.015(3), victims so desiring will be allowed to
20 make Impact Statements.

21 I have not been promised or guaranteed any particular sentence by anyone. I know
22 that my sentence is to be determined by the Court within the limits prescribed by statute. I
23 understand that if my attorney or the State or both recommend any specific punishment to the
24 Court, the Court is not obligated to accept the recommendation.

25 I understand that if the offense(s) to which I am pleading guilty was committed while I
26 was incarcerated on another charge or while I was on probation or parole that I am not eligible
27 for credit for time served toward the instant offense(s).

28

1 I understand that if I am not a United States citizen, any criminal conviction will likely
2 result in serious negative immigration consequences including but not limited to: (1) The
3 removal from the United States through deportation; (2) An inability to reenter the United
4 States; (3) The inability to gain United States citizenship or legal residency; (4) An inability to
5 renew and/or retain any legal residency status; and/or (5) An indeterminate term of
6 confinement with the United States Federal Government based on my conviction and
7 immigration status. Regardless of what I have been told by any attorney, no one can promise
8 me that this conviction will not result in negative immigration consequences and/or impact my
9 ability to become a United States citizen and/or a legal resident.

10 I understand that the Division of Parole and Probation may prepare a report for the
11 sentencing judge prior to sentencing. This report will include matters relevant to the issue of
12 sentencing, including my criminal history. This report may contain hearsay information
13 regarding my background and criminal history. My attorney and I will each have the
14 opportunity to comment on the information contained in the report at the time of sentencing.
15 Unless the Deputy Attorney General has specifically agreed otherwise, then the Deputy
16 Attorney General may also comment on this report.

17 **WAIVER OF RIGHTS**

18 By entering my plea of guilty, I understand that I am waiving and forever giving up the
19 following rights and privileges:

20 1. The constitutional privilege against self-incrimination, including the right to refuse
21 to testify at trial, in which event the prosecution would not be allowed to comment to the jury
22 about my refusal to testify.

23 2. The constitutional right to a speedy and public trial by an impartial jury, free of
24 excessive pretrial publicity prejudicial to the defense, at which trial I would be entitled to the
25 assistance of an attorney, either appointed or retained. At trial the State would bear the
26 burden of proving beyond a reasonable doubt each element of the offense charged.

27 3. The constitutional right to confront and cross-examine any witnesses who would
28 testify against me.

1 4. The constitutional right to subpoena witnesses to testify on my behalf.

2 5. The constitutional right to testify in my own defense.

3 6. The right to appeal the conviction with the assistance of an attorney, either
4 appointed or retained unless the appeal is based upon reasonable constitutional jurisdictional
5 or other grounds that challenge the legality of the proceedings and except as otherwise
6 provided in subsection 3 of NRS 174.035.

7 **VOLUNTARINESS OF PLEA**

8 I have discussed the elements of all of the original charge(s) with my attorney, and I
9 understand the nature of these charge(s) against me.

10 I understand that the State would have to prove each element of the charge against me
11 at trial.

12 I have discussed with my attorney any possible defenses, defense strategies and
13 circumstances which might be in my favor.

14 All of the foregoing elements, collateral consequences, rights, and waiver of rights have
15 been thoroughly explained to me by my attorney.

16 I believe that pleading guilty and accepting this plea bargain is in my best interest, and
17 that a trial may be contrary to my best interest.

18 I am signing this agreement voluntarily, after consultation with my attorney, and I am
19 not acting under duress, coercion, or by virtue of any promises of leniency, except for those
20 set forth in this agreement.

21 I am not now under the influence of any intoxicating liquor, a controlled substance or
22 other drug, which would in any manner impair my ability to comprehend or understand this
23 agreement or the proceedings surrounding my entry of this plea.

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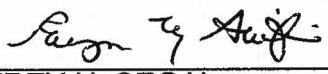
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1 My attorney has answered all my questions regarding this guilty plea agreement and its
2 consequences to my satisfaction and I am satisfied with the services provided by my attorney.

3
4 DATED this 30th day of June, 2015.

5
6
7 ORLANDO VERA
8 *Defendant*

9 AGREED TO BY:

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11 
12 JEFFREY H. SEGAL
13 Chief Deputy Attorney General
14 Nevada Bar No. 005491
15 RAYA SWIFT
16 Senior Deputy Attorney General
17 Nevada Bar No. 11108
18 555 East Washington Ave., Ste. 3900
19 Las Vegas, Nevada 89101
20 (702) 486-3130
21 *Attorneys for State*
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CERTIFICATE OF DEFENSE COUNSEL

I, the undersigned, as the attorney for the defendant named herein and as an officer of the court hereby certify that:

1. I have fully explained to the defendant the allegations contained in the charges to which guilty pleas are being entered.

2. I have advised the defendant of the penalties for each charge and the restitution that the defendant may be ordered to pay.

3. I have inquired of Defendant facts concerning Defendant's immigration status and explained to Defendant that if Defendant is not a United States citizen any criminal conviction will most likely result in serious negative immigration consequences including but not limited to:

- a. The removal from the United States through deportation;
- b. An inability to reenter the United States;
- c. The inability to gain United States citizenship or legal residency;
- d. An inability to renew and/or retain any legal residency status; and/or
- e. An indeterminate term of confinement, with the United States Federal Government based on my conviction and immigration status.

Moreover, I have explained that regardless of what Defendant may have been told by any attorney, no one can promise Defendant that this conviction will not result in negative immigration consequences and/or impact Defendant's ability to become a United States citizen and/or legal resident.

4. All pleas of guilty offered by the defendant pursuant to this agreement are consistent with all the facts known to me, and are made with my advice to the defendant and are in the best interest of the defendant:

5. To the best of my knowledge and belief the defendant:

- a. Is competent and understands the charges and the consequences of pleading guilty as provided in this agreement.

- 1 b. Executed this agreement and will enter all guilty pleas pursuant hereto
2 voluntarily.
3 c. Was not under the influence of intoxicating liquor, a controlled substances or
4 other drug at the time of the execution of this agreement.
5

6 DATED this 30th day of June, 2015.
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9 LOUIS SCHNEIDER, ESQ.
10 *Attorney for Orlando Vera*
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EXHIBIT 1

AIND
ADAM PAUL LAXALT
Attorney General
JEFFREY H. SEGAL
Chief Deputy Attorney General
Nevada Bar No.: 005491
jsegal@ag.nv.gov
RAYA M. SWIFT
Senior Deputy Attorney General
Nevada Bar No.: 11108
rswift@ag.nv.gov
Office of the Attorney General
555 East Washington Ave., Ste. 3900
Las Vegas, Nevada 89101
P: (702) 486-3396
F: (702) 486-0660
Attorneys for State of Nevada

DISTRICT COURT

CLARK COUNTY, STATE OF NEVADA

| | | |
|----------------------------------|---|-------------------------|
| THE STATE OF NEVADA, |) | |
| |) | |
| Plaintiff, |) | |
| |) | Case No.: C-14-301201-1 |
| vs. |) | |
| |) | Dept. No.: II |
| ORLANDO VERA, CHRISTIAN |) | |
| DELGADO #2722269 and JUAN |) | |
| ROBLES #1467437, |) | |
| |) | |
| Defendants. |) | |

FIRST AMENDED INDICTMENT

Defendant, ORLANDO VERA, above named, is accused by the grand jury of the County of Clark of having committed the following offenses:

ORLANDO VERA (hereinafter "VERA") has committed the crime of PATTERN OF MORTGAGE LENDING FRAUD, a category "B" felony in violation of NRS 205.372(2).

All of the acts alleged herein have been committed on or between November 2012 and January 2014, by the above-named Defendant, within the County of Clark, State of Nevada, in the following manner:

COUNT 1

PATTERN OF MORTGAGE LENDING FRAUD
CATEGORY B FELONY – NRS 205.372(2) and NRS 598D.050

Defendant ORLANDO VERA ("VERA"), in the County of Clark, State of Nevada, either by virtue of his own actions or by the actions of his agents or employees, engaged in a pattern of mortgage lending fraud, by committing violations of NRS 205.372(1) in two or more mortgage lending transactions which have the same or similar purposes, results, accomplices, victims or methods of commission or are otherwise interrelated by distinguishing characteristics, to wit:

As set forth herein, between November 2012 and January 2014, Defendant VERA, either by virtue of his own actions or by the actions of his agents or employees, knowingly misrepresented to various clients that a company under his control, Real Estate Development ("R.E.D.") would purchase various parcels of real property in Las Vegas, Nevada for its clients using clients' down payment plus money provided by R.E.D. in the form of a loan secured by the real properties. VERA would have his clients pay through R.E.D., a large sum of money as a down payment and execute false security agreements. Often, these clients had poor credit but had otherwise saved tens of thousands of dollars each over the course of years of employment or had borrowed a portion of the money from friends or relatives. After convincing these clients to pay or deposit their savings with R.E.D., VERA did not purchase the properties for the clients and did not refund the clients' money, to wit:

From about June, 2013 to October, 2013, VERA, either by virtue of his own actions or by the actions of his agents or employees, knowingly misrepresented to Jose Hector Ayala that R.E.D. would purchase two pieces real property located at 1339 Lucky Street, Las Vegas, Nevada and 4506 Alpine Drive, Las Vegas, Nevada for Jose Hector Ayala using the down payment provided by Jose Hector Ayala plus money provided by R.E.D. in the form of a loan secured by the real properties. In reliance on this material misrepresentation, Jose Hector Ayala paid VERA, through R.E.D., a total of \$56,000 starting on about June 18, 2013 through to about October 7, 2013. However, VERA never actually purchased 1339 Lucky Street, Las

1 Vegas, Nevada or 4506 Alpine Drive for Jose Hector Ayala nor did he refund Jose Hector
2 Ayala's money.

3 From about November 2012 to about January, 2014, VERA, either by virtue of his own
4 actions or by the actions of his agents or employees, knowingly misrepresented to Juan
5 Carlos Garcia that R.E.D., would purchase 416 Pontius Circle, Las Vegas, Nevada for Juan
6 Carlos Garcia using Juan Carlos Garcia's down payment plus money provided by R.E.D. in
7 the form of a loan secured by the real property. Relying on these misrepresentations, on or
8 about January 18, 2013, Juan Carlos Garcia paid Defendants, through R.E.D., \$30,000.00 to
9 purchase 416 Pontius Circle for his benefit. However, VERA never purchased the property for
10 Juan Carlos Garcia nor has he refund his money.

11 From about March 2013 to July 2013, VERA, either by virtue of his own actions or by
12 the actions of his agents or employees, knowingly misrepresented to Jesus Daniel Garcia that
13 R.E.D., would purchase real property located at 3627 Basin St., Las Vegas, Nevada for Jesus
14 Daniel Garcia using Jesus Daniel Garcia's down payment plus money provided by R.E.D. in
15 the form of a loan secured by the real property. Relying on that misrepresentation, on or
16 about May 22, 2013, Jesus Daniel Garcia paid VERA, through R.E.D., \$35,000.00. However,
17 VERA never purchased the property for Jesus Daniel Garcia nor has he refunded his money.

18 From between about May, 2013 to about October, 2013, VERA, either by virtue of his
19 own actions or by the actions of his agents or employees, knowingly misrepresented to
20 Bulmaro Godinez that R.E.D., would purchase real property located at 3557 Ruth Avenue, Las
21 Vegas, Nevada for Bulmaro Godinez using the down payment provided by Bulmaro Godinez
22 plus money provided by R.E.D. in the form of a loan secured by the real property. Relying on
23 that misrepresentation, on or about May 29, 2013, Bulmaro Godinez paid VERA, through
24 R.E.D., \$35,000.00. However, VERA never purchased the property for Bulmaro Godinez nor
25 has he refunded his money.

26 From between about June 24, 2013 to about October, 2013, VERA, either by virtue of
27 his own actions or by the actions of his agents or employees, knowingly misrepresented to
28 Fredy Gutierrez that R.E.D. would purchase real property located at 2301 Mariposa Avenue in

1 Las Vegas, Nevada for Fredy Gutierrez. Relying on that misrepresentation, on or about June
2 26, 2013, Fredy Gutierrez paid R.E.D. his life savings, totaling \$50,000.00. However, VERA
3 never purchased the property for Fredy Gutierrez nor has he refunded his money.

4 All of which constitutes the crime of PATTERN OF MORTGAGE LENDING FRAUD, a
5 category "B" felony in violation of NRS 205.372(2) and NRS 598D.050.

6 Dated this 6th day of July, 2015.
7

8 SUBMITTED BY

9 ADAM PAUL LAXALT
10 Attorney General

11 By: _____

12 JEFFREY H. SEGAL
13 Chief Deputy Attorney General
14 RAYA M. SWIFT
15 Senior Deputy Attorney General
16 Attorneys for State of Nevada
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EXHIBIT 2

EXHIBIT 2

| | | |
|--|--------------|--|
| JUAN CARLOS GARCIA | \$77,000.00 | |
| JESUS & JOSE GUADALUPE GARCIA | \$35,000.00 | |
| BULMARO GODINEZ & ROXANA JANDRES | \$35,000.00 | |
| FREDY GUTIERREZ & LUZ MARIA GALLAGA | \$50,000.00 | |
| JOSE AYALA | \$56,000.00 | |
| ELDA ORANTES | \$20,000.00 | |
| BERNARDINO & MARIA T. GONZALEZ | \$16,675.00 | |
| LUISA SCHAUB & JENNY HERNANDEZ | \$46,000.00 | |
| GILMA SERPAS | \$7,275.00 | |
| MARIA D. GALLAGA & JOSE GAUDALUPE GARCIA | \$11,060.00 | |
| JOSE A. RIVAS | \$6,450.00 | |
| JUAN FRANCISCO PEREZ & VIDALINA PEREZ | \$8,550.00 | |
| HORTENCIA & ALONSO SANDOVAL | \$5,500.00 | |
| GLORIA FLORES | \$27,850.00 | |
| EMILIO URIBE | \$5,375.00 | |
| JAUNITA ESCOBAR & GAIRO GARCIA | \$22,000.00 | |
| MIGUEL FUENTES | \$7,000.00 | |
| THELMA RIZO-VAZQUEZ & RAFAEL VAZQUEZ GONZALEZ | \$16,500.00 | |
| JUAN & MIGUEL DORADO | \$6,550.00 | |
| EMELDA SALCEDO & FRANSISCO CABRERA | \$3,550 | |
| REYNALDA MORALES | \$3,500.00 | |
| ROMEO PANON & NELLIE PANON (SISTER) | \$3,600.00 | |
| JUAN MUNOZ & ADELA MUNOZ | \$9,200.00 | |
| J. ASCENSION GARCIA | \$8,640 | |
| JOSE GUADALUPE GONZALEZ TINOCO & JOSEFINA CHAVEZ | \$10,575.00 | |
| JOSE QUADALUPE GARCIA | \$4,000.00 | |
| LUIS BRUNO SANCHEZ | \$1,600 | |
| JUAN I SALCEDO & OLGA GONZALEZ | \$6,550 | |
| MIGUEL CABRERA | \$3,550 | |
| ARMANDO & SANDRA MARTINEZ | \$4,250 | |
| JUAN LEON | \$8,077.31 | |
| MARINO MORALES | \$350.00 | |
| MARIA & FEDERICO LEYVA | \$2,400 | |
| ISMAEL PASCUAL | \$350 | |
| GUADALUPE RODRIGUEZ | \$1,000 | |
| FRANCISCO ESPINOSA | \$5,700 | |
| SILVESTRE DOMINGUEZ | \$3,400.00 | |
| AIDA MOLINA PAREDES & GIOVANNI | \$123,019.17 | |
| ALFREDO ALCAZAR | \$9,400.00 | |
| MARIA LUGO | \$11,772.46 | |
| PETRA PERALTA | \$1,300.00 | |

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|----|--|-------------|---------------------|
| 1 | HERIBERTO HERNANDEZ | \$3,000 | |
| | ALEJANDRO LEMUS | \$45,800 | |
| 2 | ANDREA LAUREL | \$2,450 | |
| | JOSE ANGEL RODRIGUEZ | \$92,000 | |
| 3 | BENJAMIN PEREZ, & MARIA OCHOA | \$3,000 | |
| | BERTHA MOTA | \$3,500 | |
| 4 | MARTHA & JOSE CALVILLO | \$6K-\$10K | |
| 5 | JOSE & MARIA CABRERA | \$2,000.00 | |
| | ANTONIO & DORIS DIAZ | \$3,000 | |
| 6 | IGNACIO PRECIADO | \$8,000 | |
| 7 | ANTONIO NUNGARAY-LEMUS | \$10,500.00 | |
| 8 | | | |
| 9 | ALMA BROWN | \$350.00 | |
| | ANA GUERRERO | \$4,000 | |
| 10 | ANDRES FLORES 348-8629, ADDR: 4048 E. CLEVELAND AVE. LV 89104 | \$2,500 | |
| 11 | ENRIQUEZ OLIVARES | | |
| 12 | HIPOLITO HERNANDEZ & SANDRA TORRES | \$1,800 | |
| | JESUS & YESENIA PEREZ | \$9,850 | |
| 13 | MARIA GONZALEZ & VALDINO | \$1,024.00 | |
| 14 | ROBERTO LOPEZ & ROSA ANTUNEZ LOPEZ | \$800.00 | |
| | ROSARIO MENDOZA (IN MX). SISTER (HERMINA) | \$3,000.00 | |
| 15 | MAGDELANA HERNANDEZ | \$10,000.00 | |
| 16 | HECTOR IBARRA LOPEZ | \$9,399.00 | |
| | ANTONIO MALDONADO LOPEZ | \$3,320.00 | |
| 17 | TOTAL | | \$904,861.94 |
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