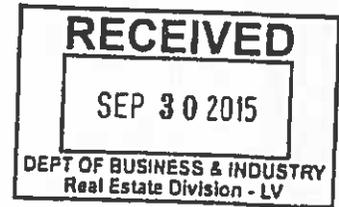


Cassidy J Cotten



September 25, 2015

Teralyn Thompson  
Administrative Section Manager  
2501 East Sahara Avenue, Suite 303  
Las Vegas, NV 89104

Re: Real Estate License Application

To Whom It May Concern:

I am formally requesting to appeal the decision to deny my real estate salesperson license in the letter dated August 27, 2015, which was delivered via certified mail (Cert. No: 7012 1010 0000 1165 9929) on August 31, 2015. While I do not debate that I still pay restitution and I did complete supervised release on May 6, 2015, I am humbly requesting that the decision to deny me the ability to practice as a real estate licensee be reconsidered. I actually disclosed all of this information to the division prior to investing into the licensure process and was encouraged to proceed. I am simply hoping for an opportunity to honestly and ethically practice in the field so that I can meet my obligations. Thank you for taking the time to review my application and to consider this appeal request.

Sincerely,

  
Cassidy J Cotten

BRIAN SANDOVAL  
Governor

STATE OF NEVADA



BRUCE H. BRESLOW  
Director

JOSEPH (JD) DECKER  
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION  
[www.red.state.nv.us](http://www.red.state.nv.us)

August 27, 2015

Cassidy J. Cotten  
[REDACTED]

Re: Real Estate License Application

Cert. No.: 7012 1010 0000 1165 9929

Dear Mr. Cotten:

The Nevada Real Estate Division has reviewed your application for a real estate salesperson's license. You do not meet the requirements for issuance of a real estate license based on your disclosed felony conviction for wire fraud. You completed supervised release on May 6, 2015. You continue to pay restitution. NRS 645.330 mandates the denial of a license and that no license be issued until three years following completion of probation and restitution.

After careful consideration, it is the determination of the Division to deny your application for a real estate salesperson's license. The denial of your application is pursuant to NRS 645.330.

*"1. Except as otherwise provided by specific statute, the division may approve an application for a license for a person who meets all the following requirements:*

*(a) Has a good reputation for honesty, trustworthiness and integrity and who offers proof of those qualifications satisfactory to the division."*

*2. The Division:*

*(a) May deny a license to any person who has been convicted of, or entered a plea of guilty or nolo contendere to, forgery, embezzlement, obtaining money under false pretenses, larceny, extortion, conspiracy to defraud, engaging in a real estate business without a license, possessing for the purpose of sale any controlled substance or any crime involving moral turpitude, in any court of competent jurisdiction in the United States or elsewhere; and*

*(b) Shall not issue a license to such a person until at least 3 years after:*

*(1) The person pays any fine or restitution ordered by the court; or*

*(2) The expiration of the period of the person's parole, probation or sentence, whichever is later."*

You have the right to request, in writing, an appeal of this decision within 30 days of receiving this letter per NRS 645.440(2) and NAC 645.095(3). Please be advised that at an appeal hearing, the Real Estate Commission will review your entire licensing record and may question you thereon. Pursuant to NAC 645.095(4) fees for the application are not refundable.

If you wish to appeal this decision, please mail your request to the Real Estate Division to the attention of:

Teralyn Thompson, Administrative Section Manager  
Nevada Real Estate Division  
2501 E Sahara Ste 303  
Las Vegas, Nevada 89104

Sincerely,



Susan Clark  
LICENSING MANAGER

cc: Bradford Roberts

RECEIVED

JUL 07 2015

DEPT OF BUSINESS & INDUSTRY  
REAL ESTATE DIVISION - LV  
LICENSING

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

2501 East Sahara Avenue, Suite 102 \* Las Vegas, NV 89104-4137 \*(702) 486-4033  
email: realest@red.state.nv.us http://www.red.state.nv.us

*Handwritten initials*

ORIGINAL LICENSING APPLICATION  
For Salesman, Broker-Salesman, or Broker License  
(New Fees Effective July 1, 2011)

TYPE OR PRINT CAREFULLY. THIS SECTION IS TO BE COMPLETED PERSONALLY BY THE CANDIDATE. NAC 645.105 Each application must be completed personally by the applicant. Members of the Commission or employees of the Division are expressly prohibited from helping a person prepare his license application.

*\*Only information deemed by law to be confidential shall be confidential (SSN, exam results, background investigation results). Most information provided by an applicant for licensure is public information and must be provided upon request. By policy, the Real Estate Division shall post (via the web site) and sell licensee lists which include the licensee's name, business address (even if same as home address), and business telephone number.*

License desired. Please check the box of the license type applied for:

<input checked="" type="checkbox"/>	SALESPERSON	\$210.00
<input type="checkbox"/>	BROKER-SALESPERSON	\$250.00
<input type="checkbox"/>	BROKER	\$250.00

Make checks payable to Nevada Real Estate Division (NRED) or submit the exact amount in cash.

SECTION I: (Please print clearly)

1. Applicant's name: Cassidy J Cotten \*Social Security: [Redacted]  
Add a nickname: \_\_\_\_\_ \*Date of birth: [Redacted]  
\*Home Address: [Redacted] Las Vegas, NV 89107  
Street number and name, City, State, Postal code  
\*Mailing address (if applicable): [Redacted] Las Vegas, NV 89107  
\*E-mail address: [Redacted]  
\*Home Phone: None \*Cell Phone: [Redacted]

2. List any names used other than legal name listed on this application and explain. Provide proof that the names are the same person when the name on this application is different from your education transcripts, certificates, examinations, etc.  
None

DIVISION USE ONLY:

Receipt #: 365881 License #: \_\_\_\_\_  
Date: 7.7.15 License Issue Date: \_\_\_\_\_  
Processors Initials: MS Processors Initials: \_\_\_\_\_  
Expiration Date of INS Card: \_\_\_\_\_ FP forwarded date: \_\_\_\_\_  
Experience: \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days = \_\_\_\_\_ college credits.  
Credits submitted from education courses: \_\_\_\_\_ Total credits (B/BS) or hours (S): \_\_\_\_\_

*Handwritten initials and date: S.F. 6.30.15*

**STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION**

2501 East Sahara Avenue, Suite 102 \* Las Vegas, NV 89104-4137 \*(702) 486-4033  
email [realest@red.state.nv.us](mailto:realest@red.state.nv.us) <http://www.red.state.nv.us>

**SECTION II. ALL APPLICANTS MUST COMPLETE ITEMS 1 THROUGH 10. Attach additional sheets if more space is needed.**

**1. Occupation:** List Employment history or unemployment status (i.e.: retired, student, homemaker, etc for the preceding two years (no gaps please) to date of application. Please attach an additional sheet if necessary.

Occupation	Employer	Address	Date Begin	Date ended
Manager	A Dollar Today	6655 W. Sahara Ave, #0208, LV, NV 89146	09/2013	Present
Assistant	Instate Law Group	8685 W. Sahara Ave, Las Vegas, NV 89117	01/2013	08/2017
Home Manager	Solutions Realty	2975 S Rainbow Blvd, LV, NV 89146	03/2012	03/2013
Accountant	CAS Tax Services	4550 W Oakey Blvd, Las Vegas, NV 89102	01/2003	03/2012

**2. Residences:** For preceding 3 years. Include current residence. Please attach an additional sheet if necessary.

Street Address	City & State	Begin date	End date
	Las Vegas, NV	08/2008	Present

**3.  Yes  No Prior experience in real estate?:** If you checked Yes, please list all states in which you hold or have held a Real Estate license. Attach to this form a history certified by the state in which you were licensed. The history must be dated less than 90 days from the Nevada license application acceptance date. No documentation required for a license that expired over 10 years ago.

State	Type of credential	Issuance Date	Expiration date	Credential number

**4.  Yes  No U.S. Citizen?** Non-United States citizens must provide proof of the right to work in this country as an employee or independent contractor. Attach a copy of a current I.N.S. card, Work Permit card, or permanent resident card. An application submitted to the Dept of Naturalization and Immigration is not accepted.

If No, please write your country of citizenship: \_\_\_\_\_

Work permit or alien registration card expiration date: (mm/dd/yyyy) \_\_\_\_\_

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

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email [realest@red.state.nv.us](mailto:realest@red.state.nv.us) <http://www.red.state.nv.us>

5. **Personal History:** *If your answer is YES to any of the following questions, attach the order as a result of the proceedings. On an attached sheet give full details, including the administrative agency, court, and title of the proceeding, disposition and any other pertinent information. (see NRS 645.330)*

- Yes  No
- 1/1
- a. Have you or any business in which you are or were an owner, partner, officer or director ever been involved in an administrative proceeding regarding any professional or occupational license?
- b. Has any license issued to you or any partnership or corporation of which you were a member or officer by any public authority been suspended or revoked?
- c. Has an application for any type of license been denied?
- d. Has a surety company declined to be surety on any bond written on you in the two years prior to the date of the application?
- e. Have you ever been charged with or arrested for a felony, gross misdemeanor, or misdemeanor?
- f. Have you ever been convicted of a felony, gross misdemeanor, or misdemeanor?
- g. Have you ever been permitted to change your plea of guilty or had a criminal conviction reversed, or had a judgment or verdict vacated?
- h. Have you ever received an executive pardon?
- i. Have you ever been convicted of, or are you under indictment for, or have you entered a plea of guilty or nolo contendere to forgery, embezzlement, obtaining money under false pretenses, larceny, extortion, conspiracy to defraud or any crime involving moral turpitude?
- j. Are you presently on parole or probation or paying any restitution?
- k. Have you ever filed bankruptcy or has bankruptcy been filed against you? If yes, please provide the date of discharge \_\_\_\_\_. If filed within the past 7 years, please provide a copy of the discharge.

6. **CHILD SUPPORT QUESTIONNAIRE: CHECK ONE BOX, REQUIRED.**

- I am not subject to a court order for the support of a child.
- I am subject to a court order for the support of one or more children and AM IN COMPLIANCE with that order or plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed in that order.
- I am subject to a court order for the support of one or more children and NOT IN COMPLIANCE with that order or plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed in that order.

7. **NEVADA RESIDENT?**

Yes  No

If no, complete and attach a notarized 656 Form.

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

2501 East Sahara Avenue, Suite 102 \* Las Vegas, NV 89104-4137 \*(702) 486-4033  
email: [realest@red.state.nv.us](mailto:realest@red.state.nv.us) <http://www.red.state.nv.us>

**8. REPORT OF EXISTENCE OF NEVADA BUSINESS LICENSE**

Pursuant to NRS 353C.1965

All applicants MUST complete this section. Please select ONE option.

I have a Nevada business license number assigned by the Nevada Secretary of State upon compliance with the provisions of NRS Chapter 76.

My Nevada business license number is \_\_\_\_\_

I have applied for a Nevada business license with the Nevada Secretary of State upon compliance with the provision of NRS Chapter 76 and my application is pending

I do NOT have a Nevada business license number.

The Real Estate Division is not the arbiter of determining whether the applicant needs a business license. Information about the Nevada business license can be found on the Secretary of State's website at: <http://nvsos.gov/>

**9. DECLARATION: Signature of applicant**

I, (print name) Cassidy J. Cohen hereby, under penalty of perjury, declare that the answers contained in this application are true and correct; and I understand:

- That if I am subject to a court order for support of one or more children and I am not in compliance with that order or plan my application for license, certification or renewal of a license or certification will be denied,
- That I will faithfully comply with all the statutes and regulations of the State of Nevada pertaining to the conduct of real estate licensees in the State of Nevada,
- That by signing this application I authorize any person or institution to which reference is made by me in connection with the application to release or divulge to the Real Estate Division any information in the possession of such person or institution regarding me.

Signature: \_\_\_\_\_

Date: 6-30-2015

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
REAL ESTATE DIVISION

2501 East Sahara Avenue, Suite 102 \* Las Vegas, NV 89104-4137 \*(702) 486-4033  
email: [realest@red.state.nv.us](mailto:realest@red.state.nv.us) <http://www.red.state.nv.us>

10. COMPANY AFFILIATION:

Both physical and mailing and physical address must be located in the State of Nevada.

- a. TR Realty  
Provide Company Name: Fictitious name or d.b.a. (if applicable, as registered with the County Clerk's office):
- b. The TR Team  
Name of Corporation, LLC, or Partnership as registered with the Nevada Secretary of State
- c. 1820 E. Sahara Ave., Ste 101, Las Vegas NV, 89104  
Location address (provide number street, city, state, zip)
- d. TR NV, 89\_\_\_\_  
Company mailing address (if different from physical address above)
- e. (702) 727-4030 BRoberts@TheTRTeam.com  
Business Telephone Number Business email address

Acknowledgement of Intent to Employ

**NOTE: BROKER applicants are not required to sign "Acknowledgement of Intent to Employ" below.**

f. This is to certify that I, BRADFORD ROBERTS, am a duly licensed broker, Owner/Developer, Sales Manager, or Office Manager on active status registered with the Nevada Real Estate Division of the Department of Business and Industry. It is my present intent to employ or associate with me the within named salesperson or broker salesperson Cassidy J Cotton (required). I will exercise careful supervision over his/her real estate activities while he/she is associated with or employed for me.

License number of Broker, Sales Manager, or Office Manager # 0143293 (required)

Bradford Roberts  
Print name of Broker or Licensed Office Manager with authority

BR  
Original signature of Broker or Office Manager with authority

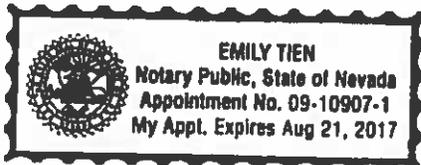
Verification upon oath or affirmation. (section f only)

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me on 6.30.15, (Date) by Bradford Roberts  
(Notary prints name of person signing document.)

Seal



X [Signature]  
(Signature of Notary)



## CIVIL APPLICANT WAIVER

### NOTICE OF NONCRIMINAL JUSTICE APPLICANT'S RIGHTS

As an applicant who is the subject of a Federal Bureau of Investigation (FBI) fingerprint-based criminal history record check for a noncriminal justice purpose you have certain rights which are discussed below.

1. You must be notified by (enter name of submitting agency) Nevada Real Estate Division (NRED) that your fingerprints will be used to check the criminal history records of the FBI and the State of Nevada.
2. If you have a criminal history record, the officials making a determination of your suitability for the job, license or other benefit for which you are applying must provide you the opportunity to complete or challenge the accuracy of the information in the record. You may review and challenge the accuracy of any and all criminal history records which are returned to the submitting agency. The proper forms and procedures will be furnished to you by the Nevada Department of Public Safety, Records Bureau upon request. If you decide to challenge that accuracy or completeness of your FBI criminal history record, Title 28 of the Code of Federal Regulations Section 16.34 provides for the proper procedure to do so:  
**16.34 – Procedure to obtain change, correction or updating of identification records.**  
If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.
3. Based on 28CFR § 50.12 (b), officials making such determinations should not deny the license or employment based on information in the record until the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.
4. You have the right to expect that officials receiving the results of the fingerprint-based criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal or state statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.
5. I hereby authorize (enter name of the requesting agency) Nevada Real Estate Division (NRED) to submit a set of my fingerprints to the Nevada Department of Public Safety, Records Bureau for the purpose of accessing and reviewing State of Nevada and FBI criminal history records that may pertain to me.  
In giving this authorization, I expressly understand that the records may include information pertaining to notations of arrest, detentions, indictments, information or other charges for which the final court disposition is pending or is unknown to the above referenced agency. For records containing final court disposition information, I understand that the release may include information pertaining to dismissals, acquittals, convictions, sentences, correctional supervision information and information concerning the status of my parole or probation when applicable.

6. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and/or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.

In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name: Cotton, Cassidy, James  
(PLEASE PRINT LAST, FIRST, MIDDLE)  
Address: [REDACTED] Las Vegas, NV 89107  
Applicant's Signature: [Signature]  
Date: 6-30-2015

Submitting Agency: Nevada Real Estate Division (NRED)  
Address: 2501 E. Sahara, Suite 102, Las Vegas, NV 89104  
Agency representative: Stewart, Michele J  
(PLEASE PRINT LAST, FIRST, MIDDLE)  
Agency representative's Signature: [Signature]  
Date: 7-7-15

**PSI SERVICES LLC**

This report certifies that the candidate listed below has taken a State of Nevada Real Estate licensing examination and achieved the results detailed below.

State of Nevada Real Estate

Candidate I.D.#: [REDACTED]

EXAM DATE: 06/28/2015

EXAM: NV Broker

Cassidy James Cotten  
[REDACTED]



Las Vegas, Nevada 89107

The following is an analysis of your examination:

Portion NV Broker - State

Topic	# Questions	# Correct
Commission Duties and Powers		
Licensing		
Property Disclosures		
Recordkeeping		
Contracts		
Advertising		
Brokerage/Agency		
Special Topics		
RESULT ** PASS **	Total:	

**Congratulations! You have passed the NV Broker Examination.**

If you need to register for another examination, you may visit our website at [www.psiexams.com](http://www.psiexams.com) or call PSI at 1-800-733-9267 the next business day or later to register with a Visa or Mastercard.

**PSI SERVICES LLC**

This report certifies that the candidate listed below has taken a State of Nevada Real Estate licensing examination and achieved the results detailed below.

**State of Nevada Real Estate**

**Candidate I.D.#:** [REDACTED]

**EXAM DATE:** 06/28/2015

**EXAM:** NV Broker

**Cassidy James Cotten**  
[REDACTED]



**Las Vegas, Nevada 89107**

The following is an analysis of your examination:

**Portion NV Broker - National**

Topic	# Questions	# Correct
Property Ownership	[REDACTED]	[REDACTED]
Land Use Controls and Regulations	[REDACTED]	[REDACTED]
Valuation and Market Analysis	[REDACTED]	[REDACTED]
Financing	[REDACTED]	[REDACTED]
General Principles of Agency	[REDACTED]	[REDACTED]
Mandated Disclosures	[REDACTED]	[REDACTED]
Contracts	[REDACTED]	[REDACTED]
Transfer of Title	[REDACTED]	[REDACTED]
Practice of Real Estate	[REDACTED]	[REDACTED]
Real Estate Calculations	[REDACTED]	[REDACTED]
Specialty areas	[REDACTED]	[REDACTED]
<b>RESULT ** PASS **</b>	<b>Total:</b>	[REDACTED]

**Congratulations! You have passed the NV Broker Examination.**

If you need to register for another examination, you may visit our website at [www.psiexams.com](http://www.psiexams.com) or call PSI at 1-800-733-9267 the next business day or later to register with a Visa or Mastercard.

# Certificate of Education

**Cassidy Cotten**

**Real Estate Principles and Law Comprehensive Completion Exam Version A**

**Real Estate Principles and Law +++**

Course Hours: 90

Course Number: PL 900023-RE

I certify that I have completed this course/exam through my own efforts in the matter outlined in the Key Realty School mission statement.

Student Signature: \_\_\_\_\_



This person's exam is approved by the Nevada Real Estate Commission  
This course has been completed by Correspondence  
Enrollment Completed by: Mike Federwitz

**Key Realty School**

**3650 East Flamingo Road, Las Vegas NV 89121**

Mike Federwitz, School Registrar



Mike Federwitz

7/5/2015

Date

Statement to the Nevada Real Estate Division

Regarding Section 5 of Licensing Application for Cassidy J Cotten

On approximately December 2004, I came into contact with Brett Depue, who was a Real Estate Licensee that ran multiple investment companies in addition to acting as a licensee. I was an income tax practitioner and I agreed to do his taxes, bookkeeping and payroll. On approximately January 2005, I was asked to supply Brett Depue a letter in an attempt to help him get a mortgage loan. In that letter I was asked to misrepresent the duration of our business relationship because "he couldn't find his old accountant". I agreed and provided him the letter stating that I had been doing his taxes for the prior five years and that he had actively operated one of his businesses which, in fact, was inactive. That was a lie. On approximately December of 2009, I was visited in my office from Special Agent Steve Konrad of the FBI as well as Scott Bakin, a retired Special Agent who was acting as a consultant for the FBI. They asked me questions about Depue, which I answered. They asked me about the letter that I wrote for Depue, of which they had a copy. I told them I did it, and they informed me that they would be seeking criminal penalties against me. I told the FBI that I would be willing to cooperate but I thought that I needed an attorney. My attorney advised me that I could either cooperate and hope for a deal, or go to trial and be tied into Depue's larger conspiracy, which was extensive. I knew that I wrote the letter and that I did not play an extensive role in Depue's larger conspiracy, as I told Depue in March of 2005 that I would no longer provide any falsified letters. I decided to tell the truth, not fight the government and accept whatever consequence was issued as I, in fact, chose to break the law. I retained an attorney and we scheduled a proffer session with the U.S. Attorney's office and the FBI, which also occurred in January 2010. U.S. Attorney Brian Pugh told me that as a result of my honest disclosures, that he would be issuing me an informational indictment for the one count of fraud. In March 2010, I plead guilty to fraud. I was released on my own recognizance and was placed on Pre-Trial Supervision. I diligently met all conditions of Pre-Trial Supervision, under the supervision of Officer Terry Wheaton during most of my supervision period. At the request of the government, I turned over significant records to the U.S. Attorney's Office and cooperated with them in their preparation for their cases against Depue and other conspirators. Also, at the request of the U.S. Attorney's Office, I testified in two trials against Depue in January 2012 and March 2012 respectively. In May 2012, I was sentenced to time served, restitution, fines, community service and supervised release under the supervision of the U.S. Probation Office. I completed all aspects of Judge Mahan's order excluding restitution, of which I still have a balance. My U.S. Probation expired on May 2015. My decision hurt the economic fabric of our community and our country, it compromised the integrity of our economic systems and it played a part in the victimization of America, as the U.S. taxpayers were forced to clean up the mess. As I have maintained to U.S. Government, the decision that I made to break the law was a stupid decision. I now have a felony criminal record. I lost material possessions and still have a significant debt outstanding as a result of my actions. I had to start my life over professionally, which included taking a job for minimum wage (\$8.25/hr.) with Solutions Recovery. I have learned that taking short cuts for any reason is just not worth it. I have committed to never putting myself in a position to face those sorts of consequences ever again, by simply doing the right thing no matter what. I humbly request that you give me an opportunity to prove myself as a Nevada Real Estate Licensee.

 6-30-2015

# United States District Court

DISTRICT OF NEVADA  
PROBATION OFFICE

**Chad R. Boardman**  
CHIEF PROBATION OFFICER

Reply to Las Vegas  
Foley Federal Building  
300 Las Vegas Blvd. South  
Suite 1200  
Las Vegas, NV 89101  
Tel: 702-527-7300  
Fax: 702-527-7345



Reply to Reno  
Bruce R. Thompson U.S. Courthouse  
400 S. Virginia St.  
Suite 103  
Reno, NV 89501  
Tel: 775-686-5980  
Fax: 775-686-5990

May 6, 2015

Cassidy J. Cotten

[REDACTED]  
Las Vegas, Nevada 89107

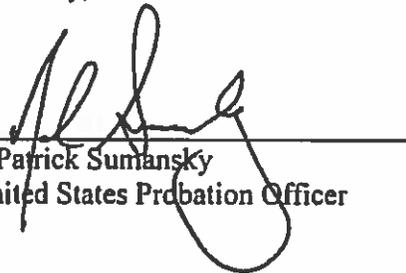
RE: EXPIRATION OF SUPERVISION TERM  
Case No. 2:10CR00047

Dear Mr. Cotten:

This letter serves to formally confirm the expiration of your supervision term as ordered in criminal case 2:10CR00047, effective May 6, 2015.

Despite your expiration from supervision, you remain liable for any court-imposed restitution and/or fine amounts that remain outstanding and will be expected to continue with your monthly payments. If you have a felony conviction, you must adhere to all Federal and State laws prohibiting possession of firearms and/or explosive devices. Additionally, should you continue to reside in Nevada, you remain subject to local criminal registration requirements.

Sincerely,

  
\_\_\_\_\_  
J. Patrick Sumansky  
United States Probation Officer

United States District Court  
District of Nevada  
Probation Office

Christopher Hansen  
Chief United States Probation Officer  
Foley Federal Building  
300 So. Las Vegas Blvd., Ste. 1200  
Las Vegas, Nevada  
89101



Tel: (702) 388-6428  
Fax: (702) 388-6731

Dear Community Service Agency:

The following referral form is being sent to you related to a United States Court order for Cassidy Cotton. The specific sentencing purpose to be served and desired outcome of this community service is to benefit the community.

Cassidy is presently under the supervision of the United States Probation Office in the District of Nevada. As a condition of supervision, Cassidy has been ordered by the Court to perform 100 hours of community service work and is being referred to your facility for completion of these hours.

Thank you in advance for providing your services. Attached you will also find a log in sheet to track community service hours Cassidy has completed at your program. If you should have any questions related to this request, please contact the undersigned officer at 702-388-7327

Sincerely,

Sheree D. Corniel

Sheree D. Corniel  
United States Probation Officer

Attachments

- Integrity is Our Guide -

## District of Nevada Community Service Directory

WORK SITE	ADDRESS	PHONE NO.	CONTACT PERSON	HOURS
American Legion Post #8	733 Veterans Memorial Dr. Las Vegas, NV	382-8533	LT or Ray P.	7 days a week 9am-10pm* *Sundays-9pm
Red Rock Moose Lodge	4970 W. Charleston Las Vegas, NV	878-9817 353-4226(Cel.)	Bob Kileen	M-Sat. (Variable)
City of Las Vegas Rapid Response	4361 Vegas Dr. Las Vegas, NV (Vegas and Decatur)	229-6615 303-3087 (Cel.)	Lloyd Phillips	M-F 6am-4:30pm *offenders must report at 6am
Habitat for Humanity	Locations vary-Offender must call	638-6477	Kathy Daughtery	M-Saturday (Variable)
Opportunity Village	6300 W. Oakey	880-4061 300-5769 (Cel)	Carey Harned	Variable
Elk's Lodge	4100 W. Charleston Las Vegas, NV	258-3557	Sherry, Ron or Doug L.	Tuesday-Saturday (Variable)
Veterans of Foreign Affair	705 N. Las Vegas Blvd. Las Vegas, NV	384-4161	Tom, Jerry, Debbie or Carol	7 days a week
Give Me a Break, Inc.	600 Whitney Ranch Henderson, NV	898-2216	Scherrie Adams-Ambre	Variable- Offender must call first
T.I.E. Club (Alcohol Anonymous Club)	329 N. 11 <sup>th</sup> Street	387-9282	Ruth	M-Sunday 6am-10pm
Salvation Army (Main campus)	31 W. Owens (Main/Owens)	657-0123X26	Varies	7 days a week Offender must report to the emergency shelter on site and will be assigned from there.
Salvation Army (Warehouse)	2035 Yale St.	649-1005, 649-2374	J.D./Jack Berry/Tom Souza	Monday-Saturday 7:30am-4pm Offenders can just report directly to location without calling

*Mountain Crest Park	4701 E. Durango. (Craig/Durango)	455-1906	Roger Hansen	7 days a week *must start at 6am
Sunset Park	2601 E. Sunset Rd. (Sunset/Eastern) *O's must report to the Maintenance Building	455-8205	Bob Power, Joe Gonzales, Mark Smith, Larry Click	7 days a week *Offender's must report at either 6am, 8am, or 10am
Thomas & Mack	4505 Maryland Parkway	895-3726	Angela, Vanessa or Rick	M-F 5am-2pm Must report between 7am-9am for initial referral
Floyd Lamb State Park	9200 Tule Springs Road	486-5413	Carolyn Richardson/ Steve Santee	7 days a week 8am-7pm
James Seastrand Helping Hands of Nevada	3432 North Bruce, Suite #7 North Las Vegas, NV (Cheyenne/Lose)	649-7853	Marina, Melody or Dorothy	M-F 8am-4pm warehouse work
North Las Vegas Elks Lodge	2939 Van Der Meer North Las Vegas, NV (Las Vegas Blvd/Pecos)	642-9431	Karin Vella, George Montgomery, Tom Reichenbach)	M-F 2pm-8pm; Saturday & Sunday 12pm- 8pm
Desert Breeze Park		604-1786	Ron Carrington	??_Call in two weeks for details

\*Please attach offender's photo to referral sheet

D/NV Form  
11/03/11

DEFENDANT:  
CASE NUMBER:  
DATE:

Cassidy James Cotten  
2:10-06-00047-JCM-PAL  
5/7/12

United States Probation Office  
300 Las Vegas Boulevard South  
Suite 1200  
Las Vegas, Nevada 89101

DISTRICT OF NEVADA  
CONDITIONS OF SUPERVISION

The defendant shall be on probation / supervised release for a term of : \_\_\_\_\_ months / years

The Standard Conditions listed below are applicable in all cases. The Mandatory and Special Conditions are checked when applicable.

STANDARD CONDITIONS

- 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 in a manner and frequency directed by the court or probation officer.
- 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 dependants 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 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 special agent of a law enforcement agency without the permission of the court.
- 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.

MANDATORY CONDITIONS

- 1) 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, unless deported.
- 2) The defendant shall not commit another federal, state, or local crime.
- 3) 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, not to exceed 104 drug tests annually. Revocation is mandatory for refusal to comply.
- 4) The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse.
- 5) The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon.
- 6) The defendant shall cooperate in the collection of DNA as directed by the probation officer.
- 7) The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer.
- 8) The defendant shall participate in an approved program for domestic violence.

SPECIAL CONDITIONS

See back of page for special conditions ordered by the Court.

**Possession of Weapons** - You shall not possess, have under your control or have access to any firearm, explosive device, or other dangerous weapons, as defined by federal, state, or local law.

**Warrantless Search** - You shall submit to a search without a warrant as outlined in the judgement dated 5/7/12, as ordered by the Honorable Mahan.

**Departation Compliance** - If deported, you shall not reenter the United States without legal authorization.

**Report to Probation Officer After Release from Custody** - You shall report, in person, to the probation office in the district to which you are released within 72 hours of discharge from custody.

**Substance Abuse Treatment** - You shall participate in and successfully complete a substance abuse treatment and/or cognitive based life skills program, which will include drug/alcohol testing and/or outpatient counseling, as approved and directed by the probation office. You shall refrain from the use and possession of beer, wine, liquor, and other forms of intoxicants while participating in substance abuse treatment. Further, you shall be required to contribute to the costs of services for such treatment, as approved and directed by the probation office based upon your ability to pay.

**Residential Substance Abuse Treatment** - You shall participate in and successfully complete a residential substance abuse treatment program. Further, you shall be required to contribute to the costs of services for such treatment based upon your ability to pay.

**Alcohol Abstinence** - You shall refrain from the use and possession of beer, wine, liquor, and other forms of intoxicants.

**Mental Health Treatment** - You shall participate in and successfully complete a mental health treatment program, which may include testing, evaluation and/or outpatient counseling as approved and directed by the probation officer. You shall refrain from the use and possession of beer, wine, liquor, and other forms of intoxicants while participating in mental health treatment. Further, you shall be required to contribute to the costs of services for such treatment, as approved and directed by the probation officer based upon your ability to pay.

**Residential Mental Health Treatment** - You shall participate in and successfully complete a residential mental health treatment program. Further, you shall be required to contribute to the costs of services for such treatment based upon your ability to pay.

**Sex Offender Treatment** - You shall successfully complete a treatment program for sex offenders, which may include polygraph/truth verification testing, as approved by the probation officer. Further, you shall be required to contribute to the costs of services for such treatment based upon your ability to pay.

**Gambling Addiction Treatment** - You shall refrain from any form of gambling and shall participate in a program for the treatment of gambling addiction, as approved and directed by the probation officer. Further, you shall be required to contribute to the costs of services for such treatment, as approved and directed by the probation officer based upon your ability to pay.

**Gambling Prohibition** - You shall not enter, frequent, or be involved with any legal or illegal gambling establishment or activity, except for the purpose of employment, as approved and directed by the probation officer.

**Community Service** - You shall complete 100 hours of community service, as approved and directed by the probation officer.

**Reside in Residential Re-entry Center** - You shall reside at and participate in the program of a residential re-entry center for a period of \_\_\_\_\_ months as approved and directed by the probation officer.

**Home Confinement with Location Monitoring** - You shall be confined to home confinement with location monitoring, if available, for a period of \_\_\_\_\_ months. You shall pay \_\_\_\_\_ % of the costs of the location monitoring services.

**Debt Obligations** - You shall be prohibited from incurring new credit charges, opening additional lines of credit, or negotiating or consummating any financial contracts without the approval of the probation officer.

**Access to Financial Information** - You shall provide the probation officer access to any requested financial information, including personal income tax returns, authorization for release of credit information, and any other business / financial information in which you have a control or interest.

**Financial Polygraph/Truth Verification Testing** - You shall submit to polygraph/truth verification testing as directed by the probation officer to insure compliance with your financial condition.

**Employment Restriction** - You shall be restricted from engaging in employment, consulting, or any association with any consulting business for a period of 3 months / years.

**True Name** - You shall use your true name at all times and will be prohibited from the use of any aliases, false dates of birth, social security numbers, places of birth, and any other pertinent demographic information.

**Lake Mead Restriction** - You shall not enter the Lake Mead National Recreation Area for a period of \_\_\_\_\_ months / years.

**Victim-Witness Prohibition** - You shall not have contact, directly or indirectly, with any victim or witness in this instant offense, unless under the supervision of the probation officer.

**No Contact Condition** - You shall not have contact, directly or indirectly, associate with, or be within 500 feet of \_\_\_\_\_, their residence or business, and if confronted by \_\_\_\_\_ in a public place, you shall immediately remove yourself from the area.

**Minor Prohibition** - You shall not associate with persons under the age of eighteen (18), except in the presence of a responsible adult who is aware of the nature of your background and current offense, and who has been approved by the probation officer.

**Computer Pornography Prohibition** - You shall neither possess nor have under your control any matter that is pornographic, as defined in 18 U.S.C. § 2256(2), or that depicts, suggests, or alludes to sexual activity of minors under the age of eighteen (18). This includes, but is not limited to, any matter obtained through access to any computer or any material linked to computer access or use.

**Pornography Prohibition** - You shall not own, possess, use, view, or read any pornographic material, or frequent any place that is involved with pornography, as defined in 18 U.S.C. § 2256(2).

**Computer Prohibition** - You shall not possess or use a computer with access to any online computer service at any location, including employment, without the prior written approval of the probation officer. This includes any internet service provider, bulletin board, or any public or private computer network.

**Computer Restriction** - You shall submit a monthly record of computer use and bills to the probation officer and shall not access any unless approved by the probation officer.

**Computer Restriction and Monitoring** - You shall provide the probation officer with accurate information regarding your entire computer system, including all related digital devices with memory and all user names, passwords and internet service providers, you shall allow the installation of any software/hardware on your computer by the probation officer, and you shall abide by all rules of the Computer Restriction and Monitoring Programs Agreement.

**General Equivalency Diploma** - You shall participate in and successfully complete an educational program to earn a General Equivalency Diploma (GED).

**Offender Employment Development Training** - You shall participate in and successfully complete an offender employment development program as approved and directed by the probation officer.

**Other** - \_\_\_\_\_

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF NEVADA

To: Cassidy James Cotten  
Address: [REDACTED]  
Las Vegas, Nevada 89107

Docket No.: 2:10-cr-047-JCM-PAL

Under the terms of this sentence, the defendant has been placed on , by the Honorable James C. Mahan, United States District Judge for the District of Nevada. The defendant's term of supervision is for a period of three years commencing May 7, 2012.

While on the defendant shall not commit another Federal, state, or local crime. The defendant shall not illegally possess a controlled substance.

If the judgment imposed a fine or a restitution obligation, it shall be a condition of supervision that the defendant pay any such fine or restitution that remains unpaid at the commencement of the term of supervision in accordance with any Schedule of Payments set forth in the Criminal Monetary Penalties sheet of the judgment. In any case, the defendant should cooperate with the probation officer in meeting any financial obligations.

The defendant shall report in person 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 (supervised release cases only).

The defendant shall not possess a firearm, destructive device, or any other dangerous weapon.

**For offenses committed on or after September 13, 1994:**

The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, as directed by the probation officer.

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.)

**It is the order of the Court that the defendant shall comply with the following standard conditions:**

- (1) The defendant shall not leave the judicial district without permission of the court or probation officer;
- (2) The defendant shall report to the probation officer as directed by the Court or 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 substance, 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 at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by 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;
- (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.

The special conditions ordered by the Court are as follows:

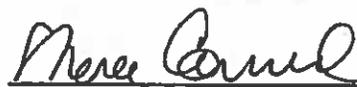
AS PER ATTACHED.

Upon a finding of a violation of probation or supervised release, I understand that the Court may (1) revoke supervision or (2) extend the term of supervision and/or modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions, and have been provided a copy of them.

(Signed) \_\_\_\_\_  
 Defendant

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 U.S. Probation Officer/Designated Witness

  
 \_\_\_\_\_  
 Date

:ls

**SPECIAL CONDITIONS  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA  
UNITED STATES V. CASSIDY JAMES COTTEN  
CASE NO. 2:10-cr-047-JCM-PAL**

It is ordered that during the period of probation, the defendant shall comply with the standard conditions of supervision recommended by the Sentencing Commission and the following mandatory conditions required by statute:

1. You shall not commit another Federal, State or local crime during the term of probation;
2. You shall not possess illegal controlled substances. Revocation of probation is mandatory for possession of illegal controlled substances;
3. You shall submit to mandatory drug testing as directed by the Probation Officer. Revocation is mandatory for refusal to comply.

In addition, the following **SPECIAL CONDITIONS** are ordered:

1. **Possession of Weapons** - You shall not possess, have under your control, or have access to any firearm, explosive device, or other dangerous weapons, as defined by federal, state, or local law.
2. **Warrantless Search**- You shall submit your person, property, residence, place of business and vehicle under your control to a search, conducted by the United States probation officer or any authorized person under the immediate and personal supervision of the probation officer, without a search warrant, at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of supervision; failure to submit to a search may be grounds for revocation; the defendant shall inform any other occupants that the premises may be subject to a search pursuant to this condition.
3. **Substance Abuse Treatment** - You shall participate in and successfully complete a substance abuse treatment and/or cognitive based life skills program, which will include drug/alcohol testing and/or outpatient counseling, as approved and directed by the probation office. You shall refrain from the use and possession of beer, wine, liquor, and other forms of intoxicants while participating in substance abuse treatment. Further, you shall be required to contribute to the costs of services for such treatment, as approved and directed by the probation office based upon your ability to pay.
4. **Debt Obligations** - You shall be prohibited from incurring new credit charges, opening additional lines of credit, or negotiating or consummating any financial contracts without the approval of the probation officer.
5. **Access to Financial Information** - You shall provide the probation officer access to any requested financial information, including personal income tax returns, authorization for

release of credit information, and any other business financial information in which you have a control or interest.

6. **Community Service** - You shall complete 100 hours of community service, as approved and directed by the probation officer.
7. **Employment Restriction** - You shall be restricted from engaging in employment, consulting, or any association with any Income Verification Specialist business for a period of three years.
8. **Drug/Alcohol Testing** - You shall submit to drug/alcohol testing as directed by the probation officer not to exceed 104 tests per year.

Unsealed.

NAME: Cassidy James Cotton CASE NO: 2:10-cr-cv-0047-JPN-PAL DEF. #: 101

SUPERVISION ORDERED BY THE COURT

PROBATION years  SUPERVISED REL 3 years Cost = \$ per month

X OBEY ALL LAWS X NOT POSSESS ILLEGAL DRUGS DNA TEST MANDATORY U/A TEST WAIVE TEST X REPORT IN 72 HRS

SPECIAL CONDITIONS

<input checked="" type="checkbox"/> NOT POSSESS WEAPONS	<input checked="" type="checkbox"/> GAMBLING ADDICTION TREATMENT	INTERNAL REVENUE SERVICE COMPLIANCE
<input checked="" type="checkbox"/> SUBMIT TO SEARCH	<input checked="" type="checkbox"/> GAMBLING PROHIBITION	DEPORTATION COMPLIANCE
<input checked="" type="checkbox"/> SUBSTANCE ABUSE /ALCOHOL TREATMENT W / TESTING	<input checked="" type="checkbox"/> DEBT OBLIGATION	ASSOCIATION PROHIBITION
ALCOHOL ABSTINENCE	<input checked="" type="checkbox"/> FINANCIAL INFORMATION	PORNOGRAPHY PROHIBITION
MENTAL HEALTH TREATMENT	<input checked="" type="checkbox"/> EMPLOYMENT RESTRICTION	COMPUTER PORNOGRAPHY PROHIBITION
SEX OFFENDER TREATMENT	LAKE MEAD RESTRICTION	COMPUTER PROHIBITION
HOME CONFINEMENT W/location monitoring		COMPUTER RESTRICTION
HOME CONFINEMENT W/O location monitoring	RRC Full-Time Days/Month	COMPUTER RESTRICTION AND MONITORING
Cost of Home Detention or Community Confinement pay percent	<input checked="" type="checkbox"/> COMMUNITY SERVICE	OFFENDER EMPLOYMENT DEVELOPMENT TRAINING
GENERAL EQUIVALENCY DIPLOMA	100 HRS	TRUE NAME/NO AKA

OTHER: (Further explanation of a specific condition or Court Order)

Case Unsealed @ sentencing.

employment verification = any income verification to any business

BASIS FOR DEPARTURE/VARIANCE:

Downward Departure for Substantial Assistance (U.S.S.G § 5K1.1)  Variance (18 U.S.C. § 3553 (a))  
 Upward  Downward Departure (for the following specific reasons)  Upward  Downward

4-level downward departure

Upon a finding of a violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of probation.

STATEMENT OF REASONS (18 U.S.C. § 3553(c)) If imprisonment range exceeds 24 month:

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

Defendant: [Signature] Date: 5-7-12

Prosecutor: Merce D. Connel Date: 5-7-12



## CUSTOMER CONSENT AND AUTHORIZATION FOR ACCESS TO FINANCIAL INFORMATION

I Cassidy J Cotton, having read the explanation of my rights which is  
(Name of Customer)

attached to this form, hereby authorize the

\_\_\_\_\_  
(Name and Address of Financial Institution)

to disclose the following financial records:

\_\_\_\_\_  
to \_\_\_\_\_, an officer of the United States  
(Name of Probation Officer Allowed Access)

District Court for the DISTRICT OF NEVADA, for the following purpose(s):

Presentence Investigation Report

Supervision

I understand that this authorization may be revoked by me in writing at any time before my records, as described above, are disclosed and that this authorization is valid for no more than three (3) months from the date of my signature. I understand further that my authorization cannot be required as a condition of my doing business with the above named financial institution.

5-7-12

(Date)

\_\_\_\_\_  
(Signature of Customer)

\_\_\_\_\_  
(Address of Customer)

Las Vegas, NV 89107

(City/State/Zip Code)

**UNITED STATES PROBATION SYSTEM  
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION  
DRUG ABUSE PROGRAMS  
UNRESTRICTED COMMUNICATION**

I Cassidy Goffen, the undersigned, hereby authorize \_\_\_\_\_ to release confidential information in its records, possession, or knowledge, of whatever nature may now exist or come to exist, on an *unrestricted communications* basis to the United States Probation Office of the District of NEVADA.

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program, and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my supervision.

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court and/or the United States Parole Commission when necessary for the purpose of discharging its supervisory duties over me.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

\_\_\_\_\_

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

\_\_\_\_\_  
(Signature of Parent or Guardian if Client is a Minor)

\_\_\_\_\_  
(Signature of Client)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

Arnell Corneil  
(Name & Title of Witness)

5-7-12  
(Date Signed)

**AUTHORIZATION TO RELEASE INFORMATION**  
*(PRIVATE PERSON OR ORGANIZATION)*  
**TO PROBATION OFFICER**

**TO WHOM IT MAY CONCERN:**

I Chasidy Gotten, the undersigned, hereby authorize the United States Probation Office for the District of NEVADA or its authorized representative(s) or employee(s), bearing this release or copy thereof, to obtain any information in your files pertaining to my:

- Employment
- Education Records (including but not limited to academic achievement, attendance, athletic, personal history, and disciplinary records)
- Medical Records
- Psychological and Psychiatric Records

I hereby direct you to release such information. This release is executed with full knowledge and understanding that the information is for the United States Probation Office's official use.

I hereby release you, as custodian of such records, any school, college, or university, or other educational institution; hospital or other repository of medical records; social service agency; any employer, or retail business establishment including its officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind which may at any time result to me, my heirs, family, or associates because of compliance with this authorization and request for information or any other attempt to comply with it.

The information hereby obtained by the aforementioned probation office is to be used only for the purpose of presentence investigation and report and, if applicable, for supervision.

\_\_\_\_\_  
(Authorizing Signature - Full Name)

\_\_\_\_\_  
(Full Name - Printed or Typed)

\_\_\_\_\_  
(Date)

WITNESS-

Sheree Bannell  
probation officer

5-07-12  
date

**AUTHORIZATION  
TO RELEASE GOVERNMENT (STATE OR FEDERAL) INFORMATION  
TO PROBATION OFFICER**

I Cassidy Carter, the undersigned, hereby waive my rights under the Privacy Act, 5 U.S.C. 552a (Supp. IV, 1974), and authorized the disclosure to the United States Probation Office of the District of NEVADA, or its authorized representative(s) or employee(s), any and all information pertaining to me, contained in the files or system of records maintained by any government agency subject to the Privacy Act, which such agency sees fit to convey, either orally or in writing, to the aforementioned Probation Office.

I hereby waiver any rights I may have under the Privacy Act to prior notice of such disclosure or of any rights I may have to an accounting of such disclosure to the aforementioned Probation Office.

I understand that this consent will be used by the aforementioned Probation Office to request disclosure of information pertaining to me from any or all Federal agencies.

This information is to be obtained for the purpose of conducting a presentence investigation and making a report or for supervision.

\_\_\_\_\_  
*authorizing signature (full name)*

\_\_\_\_\_  
*full name (printed or typed)*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*parent/guardian sig., if required*

\_\_\_\_\_  
*attorney signature, if available*

WITNESS -

Shere Cornish  
*probation officer*

5/7/12  
*date*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA  
v.  
CASSIDY J. COTTEN

)  
) **JUDGMENT IN A CRIMINAL CASE**  
)  
)  
) Case Number: 2:10-CR-0047-JCM-GWF  
)  
) USM Number: 44722-048  
)  
) C. STANLEY HUNTERTON  
) Defendant's Attorney

**THE DEFENDANT:**

- pleaded guilty to count(s) One (1) of the information
- 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:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. §1343	Wire Fraud	3/2008	one (1)

See additional count(s) on page 2

The defendant is sentenced as provided in pages through 8 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) \_\_\_\_\_  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.

MAY 7, 2012  
Date of Imposition of Judgment

James C. Mahan  
Signature of Judge

JAMES C. MAHAN, U.S. DISTRICT JUDGE  
Name of Judge Title of Judge

May 9, 2012  
Date

DEFENDANT: CASSIDY J. COTTEN  
CASE NUMBER: 2:10-CR-0047-JCM-GWF

### IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

TIME SERVED

- 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 \_\_\_\_\_ 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 \_\_\_\_\_  
a \_\_\_\_\_, with a certified copy of this judgment.

UNITED STATES MARSHAL

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

DEFENDANT: CASSIDY J. COTTEN  
CASE NUMBER: 2:10-CR-0047-JCM-GWF

**SUPERVISED RELEASE**

Upon release from imprisonment, the defendant shall be on supervised release for a term of:  
(3) YEARS

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 placement on probation and at least two periodic drug tests thereafter, as determined by the court, not to exceed 104 tests annually. Revocation is mandatory for refusal to comply.

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 sex offender registration agency 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**

- 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: CASSIDY J. COTTEN  
CASE NUMBER: 2:10-CR-0047-JCM-GWF

Judgment Page: 4 of 8

**SPECIAL CONDITIONS OF SUPERVISION**

1. Possession of Weapons - You shall not possess, have under your control, or have access to any firearm, explosive device, or other dangerous weapons, as defined by federal, state, or local law.

2. Warrantless Search - You shall submit your person, property, residence, place of business and vehicle under your control to a search conducted by the United States Probation Officer or any authorized person under the immediate and personal supervision of the probation officer, at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of supervision; failure to submit to a search may be grounds for revocation; the defendant shall inform any other occupant that the premises may be subject to a search pursuant to this condition.

3. Substance Abuse Treatment- You shall participate in and successfully complete a substance abuse treatment and/or cognitive based life skills program, which will include drug/alcohol testing and/or outpatient counseling, as approved and directed by the probation office. You shall refrain from the use and possession of beer, wine, liquor, and other forms of intoxicants while participating in substance abuse treatment. Further, you shall be required to contribute to the costs of services for such treatment, as approved and directed by the probation office based upon your ability to pay.

4. Debt Obligations - You shall be prohibited from incurring new credit charges, opening additional lines of credit, or negotiating or consummating any financial contracts without the approval of the probation officer.

5. Access to Financial Information - You shall provide the probation officer access to any requested financial information, including personal income tax returns, authorization for release of credit information, and any other business financial information in which you have a control or interest.

6. Community Service - You shall complete 100 hours of community service, as approved and directed by the probation officer.

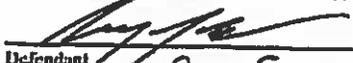
7. Employment Restriction - You shall be restricted from engaging in employment, consulting, or any association with any income verification business for a period of 3 years.

8. Report to Probation Officer Immediately After Today's Hearing - You shall report in person, to the probation office in the district in which you are released immediately after this hearing today.

Note: A written statement of the conditions of release was provided to the Defendant by the Probation Officer in open court at the time of sentencing.

Upon a finding of a violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of probation.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

	<u>5-22-12</u>
Defendant	Date
	<u>5/22/12</u>
U.S. Probation Officer/Designated Witness	Date

DEFENDANT: CASSIDY J. COTTEN  
 CASE NUMBER: 2:10-CR-0047-JCM-GWF

**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>
TOTALS	\$ 100.00	\$ 0.00	\$ 111,551.85

- The determination of restitution is deferred until \_\_\_\_\_. 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 victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
Bank of New York as Trustee for the Cert Holders	\$111,551.85	\$111,551.85	100%

TOTALS	\$111,551.85	\$111,551.85
--------	--------------	--------------

- 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:

\* 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: CASSIDY J. COTTEN  
CASE NUMBER: 2:10-CR-0047-JCM-GWF

### 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 \$ 111,651.85 due immediately, balance due
- not later than \_\_\_\_\_, or  
 in accordance  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 \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after the date of this judgment; or
- D  Payment in equal \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E  Payment during the term of supervised release will commence within \_\_\_\_\_ (e.g., 30 or 60 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:  
Schedule of payments - Any remaining balance shall be paid during the term of supervised release at a rate of no less than 10% of gross income, subject to an adjustment by the probation officer based upon the ability to pay.

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

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

Cassidy J. Cotten - 2:10-cr-0047-JCM-GWF- Total Loss - \$111,657.85; Brett Depue - 2:10-cr-121-RLH-RJJ;  
Brian Barney - 2:10-cr-0121-RLH -RJJ; Maria Ornelas - 2:10-cr-0121-RLH- RJJ

- 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:  
"ORDER OF FORFEITURE ATTACHED"

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.

**Case**

USA V CASSIDY J COTTEN

DNVX210CR000047-001CASSIDY J COTTEN

Party Code:

PAR1161

Comments:

**Summary Debt Balances**

Debt Type	Case Number	Total Imposed	Total Collected	Total Outstanding
SPECIAL PENALTY ASSESSMENT	DNVX210CR000047-001	\$100.00	\$100.00	\$0.00
VICTIM RESTITUTION	DNVX210CR000047-001	\$111,551.85	\$508.31	\$111,045.54
Totals		\$111,651.85	\$608.31	\$111,045.54

**Offender Payment History**

Date	Penalty Type	Case Number	Paid
07/01/2014	VICTIM RESTITUTION	DNVX210CR000047-001	\$20.00
04/24/2014	VICTIM RESTITUTION	DNVX210CR000047-001	\$40.00
02/25/2014	VICTIM RESTITUTION	DNVX210CR000047-001	\$20.00
07/31/2013	VICTIM RESTITUTION	DNVX210CR000047-001	\$20.00
06/27/2013	VICTIM RESTITUTION	DNVX210CR000047-001	\$40.00
05/02/2013	VICTIM RESTITUTION	DNVX210CR000047-001	\$20.00
01/08/2013	VICTIM RESTITUTION	DNVX210CR000047-001	\$140.17
10/03/2012	VICTIM RESTITUTION	DNVX210CR000047-001	\$20.40
10/03/2012	VICTIM RESTITUTION	DNVX210CR000047-001	\$103.08
06/07/2012	SPECIAL PENALTY ASSESSMENT	DNVX210CR000047-001	\$98.42
06/07/2012	SPECIAL PENALTY ASSESSMENT	DNVX210CR000047-001	\$3.58
06/07/2012	VICTIM RESTITUTION	DNVX210CR000047-001	\$63.68
Total Paid			\$608.31

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

6 UNITED STATES DISTRICT COURT  
7 DISTRICT OF NEVADA

8 -oOo-

9  
10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 vs  
13 CASSIDY J. COTTEN,  
14 Defendant

CASE NO. 2:10-cr-\_\_\_\_\_  
PLEA MEMORANDUM

15  
16 The United States of America, by and through Daniel G. Bogden, United States Attorney,  
17 and Brian Pugh, Assistant United States Attorney, the defendant, CASSIDY J. COTTEN, and the  
18 defendant's attorney, Gregory S. Mills, submit this plea memorandum.

19 I. PLEA AGREEMENT

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

22 A. The Plea

23 Defendant will plead guilty to count one of the information charging wire fraud in  
24 violation of Title 18, United States Code, Sections 1343. Defendant also agrees to the forfeiture  
25 listed in the Forfeiture Allegations of the Information.

26 . . .

1 **B. Additional Charges**

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

4 **C. Sentencing Guideline Calculations**

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

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

- 12 1. The Base Offense Level is 7 (U.S.S.G. § 2B1.1(a)(1));
- 13 2. A 10-level upward adjustment applies in that the loss exceeded \$120,000.00  
14 (U.S.S.G. § 2B1.1(b)(1)(F)); and
- 15 3. A 2-level downward adjustment applies in that the defendant was a minor  
16 participant. (U.S.S.G. § 3B1.2(a)).
- 17 4. A 2-level downward adjustment for acceptance of responsibility (U.S.S.G. § 3E1.1)  
18 unless defendant (a) does not make a complete factual basis for the guilty plea at the time it is  
19 entered; (b) is untruthful with the Court or probation officers; (c) denies involvement in the offense  
20 or provides conflicting statements regarding defendant's involvement; (d) attempts to withdraw the  
21 guilty plea; (e) engages in criminal conduct; (f) fails to appear in court; or (g) violates the  
22 conditions of his pretrial release.
- 23 5. Defendant's Criminal History Category will be determined by the court.

24 . . .

25 . . .

26

1 **D. Other Sentencing Matters**

2 1. The United States and defendant will recommend that defendant be sentenced at  
3 the low end of the Guideline range unless defendant commits any of the acts that could result in a  
4 loss of the downward adjustment for acceptance of responsibility.

5 2. The parties agree that the Guideline calculations are based on information now  
6 known and could change upon investigation by the United States Probation Office. It is possible  
7 that factors unknown or unforeseen by the parties to the plea agreement may be considered in  
8 determining the offense level, specific offense characteristics, and other related factors. In that  
9 event, defendant will not withdraw defendant's plea of guilty.

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

14 **E. Forfeiture**

15 1. Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative  
16 forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the *in personam* criminal forfeiture  
17 money judgment of \$380,000.00 in United States Currency ("property").

18 2. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property to the  
19 United States.

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

22 4. Defendant knowingly and voluntarily agrees to waive his right to any abandonment  
23 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings,  
24 or any criminal forfeiture proceedings ("proceedings") of the property.

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

1 circumstances of this case.

2 6. Defendant knowingly and voluntarily agrees to waive any further notice to him, his  
3 agents, or his attorney regarding the abandonment or the forfeiture and disposition of the property.

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

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

10 9. Defendant knowingly and voluntarily agrees to waive his right to a jury trial on the  
11 forfeiture of the property.

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

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

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

23 **F. Fines and Special Assessment**

24 1. Defendant agrees that the court may impose a fine due and payable immediately  
25 upon sentencing.

26 . . .

1           2. Defendant will pay the special assessment of \$100 per count of conviction at the  
2 time of sentencing.

3 **G. Restitution**

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

10 **H. Waiver of Appeal**

11           In exchange for the concessions made by the United States in this plea agreement,  
12 defendant knowingly and expressly waives the right to appeal any sentence that is imposed within  
13 or below the applicable Sentencing Guideline range as determined by the Court, further waives the  
14 right to appeal the manner in which that sentence was determined on the grounds set forth in Title  
15 18, United States Code, Section 3742, and further waives the right to appeal any other aspect of  
16 the conviction or sentence, including any order of restitution. Defendant also waives all collateral  
17 challenges, including any claims under 28 U.S.C. § 2255, to his conviction, sentence and the  
18 procedure by which the court adjudicated guilt and imposed sentence, except claims of ineffective  
19 assistance of counsel that the courts deem non-waivable. Defendant reserves only the right to  
20 appeal any portion of the sentence that is an upward departure or higher than the sentencing  
21 guideline range determined by the court.

22           Notwithstanding the stipulations in this agreement, the parties are free to argue on appeal  
23 and collateral review that the court's sentencing guidelines calculations are not error. However,  
24 each party agrees to maintain its view that the calculation in paragraph I.C. are consistent with the  
25 facts of this case.

26 . . .

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

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

10 2. The parties agree that no promises, agreements, and conditions have been entered  
11 into other than those set forth in this plea memorandum, and will not be entered into unless in  
12 writing and signed by all parties.

13 **J. Limitations**

14 This Plea Agreement is limited to the United States Attorney's Office for the District of  
15 Nevada and cannot bind any other federal, state or local prosecuting, administrative, or regulatory  
16 authority. However, this Plea Memorandum does not prohibit the United States through any  
17 agency thereof, the United States Attorney's office for the District of Nevada, or any third party  
18 from initiating or prosecuting any civil proceeding directly or indirectly involving the defendant  
19 including but not limited to proceedings under the False Claims Act relating to potential civil  
20 monetary liability or by the Internal Revenue Service relating to potential tax liability.

21 **K. Cooperation**

22 1. Defendant agrees, if requested by the United States, to provide complete and  
23 truthful information and testimony concerning defendant's knowledge of all other persons who are  
24 committing or have committed offenses against the United States or any state, and agrees to  
25 cooperate fully with the United States and any state and local agencies in the investigation and  
26 prosecution of such persons. Defendant agrees that the information provided can be used against

1 him to establish relevant conduct for sentencing purposes.

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

6           3. Defendant agrees that a motion for downward departure based on substantial  
7 assistance shall not be made under any circumstances unless defendant's cooperation is deemed to  
8 be substantial assistance by the United States Attorney. The United States has made no promise,  
9 implied or otherwise, that defendant will be granted a departure for substantial assistance.  
10 Further, no promise has been made that such a motion will be made even if defendant complies  
11 with the terms of this Plea Agreement in all respects but has been unable to provide substantial  
12 assistance as determined in the sole discretion of the United States Attorney.

13           4. The United States agrees to consider the totality of the circumstances, including but  
14 not limited to, the following factors, in determining whether, in the sole discretion of the United  
15 States Attorney, defendant has provided substantial assistance which would merit a motion by the  
16 United States for a downward departure from the applicable Guideline:

17           a. The United States' evaluation of the significance and usefulness of  
18 defendant's assistance;

19           b. The truthfulness, completeness, and reliability of any information or  
20 testimony provided by defendant;

21           c. The nature and extent of defendant's assistance;

22           d. Any injury suffered, or any danger or risk of injury to defendant or  
23 defendant's family resulting from defendant's assistance; and

24           e. The timeliness of defendant's assistance.

25           5. Defendant agrees that in the event the United States files a downward departure  
26 motion based upon defendant's substantial assistance, the United States reserves the right to make

1 a specific recommendation to the Court regarding the extent of such a departure. Defendant  
2 understands and agrees that the final decision as to how much of a departure, if any, is warranted  
3 rests solely with the Court. Defendant specifically acknowledges that defendant has been advised  
4 that in any event, the United States will not recommend a sentence of probation, but will in fact  
5 recommend a prison term.

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

14 7. Defendant agrees to submit at the United States' request to any polygraph  
15 examination concerning defendant's statements to the United States. Defendant understands that if  
16 any test indicates that defendant is being untruthful as to any aspect of defendant's statements to  
17 the United States, the United States on the basis of the test alone may determine that defendant has  
18 not provided full and truthful cooperation and treat defendant and their agreement in accordance  
19 with paragraph 6 above.

## 20 IL PENALTY

21 1. The maximum penalty for violating Title 18, United States Code, Section 1343, is  
22 imprisonment for not more than thirty (30) years, a fine of not more than \$1,000,000, or both.

23 2. Defendant is subject to supervised release for a term of at least two years but not  
24 greater than three years.

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







1 DANIEL G. BOGDEN  
United States Attorney  
2 BRIAN PUGH  
Assistant United States Attorney  
3 333 Las Vegas Blvd., S., Suite 5000  
Las Vegas, Nevada 89101  
4 (702) 388-6050

5  
6 **UNITED STATES DISTRICT COURT**  
7 **DISTRICT OF NEVADA**

8 -oOo-

9  
10 UNITED STATES OF AMERICA, )  
11 ) PLAINTIFF, )  
12 VS. ) VIOLATION:  
13 CASSIDY J. COTTEN, )  
14 ) DEFENDANT. )  
18 U.S.C. § 1343 - Wire fraud  
18 U.S.C. § 2 - Aiding and abetting

15 **THE UNITED STATES ATTORNEY FOR THE DISTRICT OF NEVADA CHARGES THAT:**

16 **COUNT ONE**  
17 **Wire Fraud**

18 1. From on or about December 2005, to on or about March 31, 2006, in the Federal  
19 District of Nevada and elsewhere,

20 **CASSIDY J. COTTEN,**

21 defendant herein, did devised and intend to devise a scheme and artifice to defraud and for obtaining  
22 money and property by means of false and fraudulent pretenses, representations and promises.

23 **The Scheme and Artifice**

24 2. It was part of the scheme and artifice that defendant's coconspirators caused straw  
25 buyers to apply for mortgage loans from financial institutions to purchase properties. Through  
26 these transactions, defendant's coconspirators obtained money from financial institutions by

1 causing money from the mortgage loans to be diverted to the use and benefit of his  
2 coconspirator(s).

3 3. It was further part of the scheme and artifice that defendant's coconspirators  
4 knowingly placed and caused to be placed on the straw buyers loan applications and supporting  
5 documentation, materially false information regarding straw buyers' places of employment,  
6 income, assets, and intention to occupy the properties as their primary residences.

7 4. It was further part of the scheme and artifice that defendant prepared and provided  
8 fraudulent letters that verified straw buyers' false employment when defendant then and there well  
9 knew that these representations were false and fraudulent. Specifically, on or about January 10,  
10 2006, defendant provided a fraudulent letter to verify that a coconspirator was employed at a  
11 company named Weichey Orthodontics since 2001, when defendant then and there well knew that  
12 this information was false and fraudulent. This letter was used to support a loan application to  
13 fund the purchase of a property at 2122 Oliver Springs Street in Henderson, Nevada.

14 5. It was further part of the scheme and artifice that defendant's coconspirators  
15 caused title and escrow companies to disperse a portion of the loan money from the straw buyer  
16 transactions to the use and benefit of his coconspirator(s).

17 6. It was further part of the scheme and artifice defraud that defendant's  
18 coconspirators paid defendant for his false and fraudulent letters from the illicit proceeds of the  
19 straw buyer transactions.

20 Wire Fraud

21 7. On or about January 25, 2006, in the State and Federal District of Nevada and  
22 elsewhere, defendant for the purpose of executing the scheme did cause to be transmitted by  
23 means of wire communication in interstate commerce writings, signs, signals, and sounds, namely  
24 the faxed Pre-Approval Notification from the lender in the 2122 Oliver Springs Street transaction  
25 in violation of Title 18, United States Code, Sections 1343 and 2.

26

1 **FORFEITURE ALLEGATION ONE**  
2 **Wire Fraud**

3 1. The allegations contained in Count One of this Criminal Information are hereby  
4 realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the  
5 provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code,  
6 Section 2461(c).

7 2. Upon conviction of the felony offense charged in Count One of this Criminal  
8 Information,

9 **CASSIDY J. COTTEN,**

10 defendant herein, shall forfeit to the United States of America any property which constitutes, or is  
11 derived from, proceeds traceable to violations of Title 18, United States Code, Section 1343, a  
12 specified unlawful activity as defined in Title 18, United States Code, Sections 1956(c)(7)(A) and  
13 1961(1)(B), or a conspiracy, to commit such offenses for an *in personam* criminal forfeiture money  
14 judgment up to \$380,000.00 in United States Currency.

15 3. If any property subject to forfeiture pursuant to Title 18, United States Code, Section  
16 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), as a result of any act or omission of  
17 the defendant-

- 18 a. cannot be located upon the exercise of due diligence;  
19 b. has been transferred or sold to, or deposited with, a third party;  
20 c. has been placed beyond the jurisdiction of the court;  
21 d. has been substantially diminished in value; or  
22 e. has been commingled with other property that cannot be divided without  
23 difficulty;

24 it is the intent of the United States of America, pursuant to Title 18, United States Code, Section  
25 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) and Title 21, United States Code,  
26

1 Section 853(p), to seek forfeiture of any properties of the *in personam* criminal forfeiture money  
2 judgment up to \$380,000.00 0 in United States Currency.

3 All pursuant to Title 18, United States Code, Section 981(a)(1)(C); Title 28, United States  
4 Code, Section 2461(c); Title 18, United States Code, Section 1343, a specified unlawful activity as  
5 defined in Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1)(B); and Title 21, United  
6 States Code, Section 853.

7 **FORFEITURE ALLEGATION TWO**  
8 **Wire Fraud**

9 1. The allegations contained in Count One of this Criminal Information are hereby  
10 realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the  
11 provisions of Title 18, United States Code, Section 982(a)(2)(A).

12 2. Upon conviction of the felony offense charged in Count One of this Criminal  
13 Information,

14 **CASSIDY J. COTTEN**

15 defendant herein, shall forfeit to the United States of America any property constituting, or derived  
16 from, proceeds obtained directly or indirectly in violations of Title 18, United States Code, Section  
17 1343, or a conspiracy to commit such offense, pursuant to Title 18, United States Code, Section  
18 982(a)(2)(A), for an *in personam* criminal forfeiture money judgment up to \$380,000.00 in United  
19 States Currency.

20 3. If any property subject to forfeiture pursuant to Title 18, United States Code, Section  
21 982(a)(2)(A), as a result of any act or omission of the defendant-

- 22 a. cannot be located upon the exercise of due diligence;  
23 b. has been transferred or sold to, or deposited with, a third party;  
24 c. has been placed beyond the jurisdiction of the court;  
25 d. has been substantially diminished in value; or

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e. has been commingled with other property that cannot be divided without difficulty;

it is the intent of the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A) and (b)(1) and Title 21, United States Code, Section 853(p), to seek forfeiture of properties of the defendant for the *in personam* criminal forfeiture money judgment up to \$380,000.00 in United States Currency.

All pursuant to Title 18, United States Code, Sections 982(a)(2)(A) and (b)(1) and 1343; and Title 21, United States Code, Section 853.

DATED: this \_\_\_ day of January 2010.

DANIEL G. BOGDEN  
United States Attorney

BRIAN PUGH  
Assistant United States Attorney

**UNITED STATES PRETRIAL SERVICES  
DISTRICT OF NEVADA**

**ACKNOWLEDGMENT OF DRUG TESTING**

The United States Pretrial Services Office for the District of Nevada conducts on-site substance abuse testing with urine and alcohol collecting devices to enable the detection of prohibited substance use and to facilitate prompt confrontation and intervention.

I, Cassidy Cotton, acknowledge that as a condition of release, the Court has placed me under drug/alcohol monitoring which requires me to report to the United States Pretrial Services Office, or their designee, to submit to a urine or breath test as requested.

I understand the following:

That I am to call the Code-A-Phone (702) 464-5636 daily, Monday through Friday to determine if my I.D. number/color has been selected to provide a urine or breath sample that day. I may begin calling after 8:30 a.m. Monday through Friday to determine if my I.D. number/color is selected, I understand that I must report to the **United States Pretrial Services Office, located at 333 Las Vegas Blvd., So., Suite 1112, Las Vegas, Nevada 89101, between 8:30 a.m. and 4:00 p.m., or as otherwise indicated, to submit a sample.**

**Procedures When Reporting for Drug/alcohol Testing:**

- 1) Please fill out a Last Use Questionnaire for urine/alcohol testing and surveillance.
- 2) Pick up the phone in the lobby and dial 464-5699 and advise the Duty Officer that you are ready to provide a urine test. Then have a seat and wait until an officer calls you back for the test. Be prepared to present photo I.D. upon request.

**Rules for Testing:**

- 1) Sit in the designated chair while drug program personnel completes the chain of custody form.
- 2) Wash your hands thoroughly with water only. **NO SOAP!!**
- 3) Towel dry and show your hands to the specimen collector.
- 4) After collection of a urine specimen, verify that the specimen number on the chain of custody form and the specimen security seal match. Do not touch the specimen bottle after the security seal is applied.
- 5) Upon reporting for testing, you must be able to provide an adequate urine sample (no less than 45 ml) for testing and will provide an unflushed (not clear) sample for testing. You have been advised that a clear urine sample, which does not meet the minimum specific gravity level does not have to be accepted for testing, and you will be asked to wait in the lobby until the specimen reaches the minimum specific gravity level.

**Other Important Instructions:**

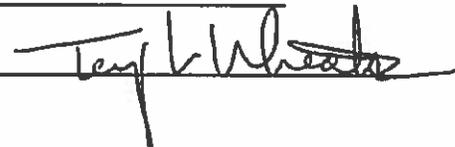
All radios, cell phones, and pagers **MUST** be turned off. Jackets, coats, and sunglasses are to be removed prior to entering the collection area. Newspapers and reading or writing materials are not allowed in the collection room.

Inappropriate behavior, such as, foul language, jokes referring to threats and violence, fighting, weapons of any sort, and food or drink, are prohibited.

Your failure to report for testing and provide a viable urine sample for testing can result in you being credited with a "Stall," which is viewed the same as a positive test.

Signed: 

Dated: 3-9-2010

Witness: TERRY L. WHEATON II 

## PRETRIAL RELEASE REPORTING INSTRUCTIONS

DEFENDANT  
Cassidy Cotton

DISTRICT COURT  
DISTRICT OF NEVADA

DOCKET NO.  
2:10-CR-00047

CASE SUPERVISOR  
TERRY L. WHEATON

TELEPHONE NUMBER  
702-464-5647

## REPORT AS FOLLOWS:

## In Person:

ALL CONTACTS BETWEEN YOU AND YOUR OFFICER WILL BE CONDUCTED IN THE COMMUNITY (HOME, EMPLOYMENT, ETC.) AND YOU WILL NOT BE REQUIRED TO VISIT THE OFFICE UNLESS SPECIFICALLY DIRECTED TO DO SO. YOU MUST REPORT TO THE OFFICE IF YOU ARE ATTENDING A COURT HEARING, PRIOR TO OR AFTER ANY COURT APPEARANCES.

IF YOU RECEIVE A BUSINESS CARD AT YOUR RESIDENCE BY YOUR OFFICER, YOU MUST CALL YOUR OFFICER WITHIN 48 HOURS AND CONFIRM THAT YOU RECEIVED THE CARD. AT THAT TIME, YOU MAY BE GIVEN ADDITIONAL REPORTING INSTRUCTIONS.

WHEN REPORTING TO THE OFFICE, YOU WILL CHECK IN ON THE KIOSK. IMMEDIATELY AFTER CHECKING IN, CALL YOUR ASSIGNED OFFICER USING THE LOBBY PHONE. IF YOUR ASSIGNED OFFICER IS NOT AVAILABLE, CALL THE DUTY OFFICER AT EXTENSION 5699.

## By telephone:

DRUG/ALCOHOL TESTING WILL OCCUR MONDAY THROUGH FRIDAY AT THE U.S. PRETRIAL SERVICES OFFICE LOCATED AT 333 LAS VEGAS BLVD., SOUTH, STE. 1112. YOU MAY BEGIN CALLING DAILY AFTER 8:30A.M. DRUG/ALCOHOL TESTING HOURS ARE FROM 8:30AM TO 4:00PM UNLESS OTHERWISE NOTED. THE NUMBER YOU MUST CALL IS 464-5636. YOUR I.D. NUMBER/COLOR IS AS FOLLOWS 34735/BLACK. WHEN CALLING THE PRETRIAL SERVICES OFFICE, MAKE SURE YOU LISTEN FOR EITHER I.D. NUMBER OR COLOR, AND IF EITHER COMES UP, YOU NEED TO REPORT FOR TESTING AS DIRECTED. IF YOU FAIL TO REPORT IN FOR YOUR DRUG/ALCOHOL TEST, IT WILL BE CONSIDERED A POSITIVE.

You are to report by phone every 25<sup>th</sup> of the month.

## Additional Instructions:

IF YOU ARE NOT SEEN IN THE COMMUNITY BY THE 25<sup>TH</sup> OF THE MONTH, YOU MUST CONTACT YOUR OFFICER BY PHONE WITHIN TWO WORK DAYS TO SCHEDULE AN OFFICE VISIT. IF YOU FAIL TO CONTACT YOUR SUPERVISING OFFICER, IT IS A VIOLATION OF YOUR RELEASE CONDITIONS AND IT WILL BE REPORTED TO THE COURT.

YOU ARE REQUIRED TO ATTEND THE PRETRIAL SERVICES ORIENTATION PROGRAM. THE NEXT PROGRAM WILL TAKE PLACE ON MONDAY, APRIL 5, 2010, FROM 4:15PM TO 5:30PM IN THE PRETRIAL SERVICES CONFERENCE ROOM.

Home visits will be conducted throughout your period of supervision.

Notify your Pretrial Services Officer immediately of any change in address, telephone, or employment.

3 days notice must be given for approval of travel outside the restricted area.

I also understand that it is a violation of Title 18, United States Code, Section 922(n), for an individual under indictment charged with a crime punishable by imprisonment for a term exceeding one year to receive any firearm or ammunition.

You shall not commit a federal, state, or local crime during the period of release. You shall inform the Pretrial Services Officer immediately if you are charged with an offense or questioned by law enforcement.

## DEFENDANT'S STATEMENT

I understand the above stated instructions and understand that failure to comply will be reported to the Court and may result in the revocation of my bond and my detention pending the outcome of my case. I also understand that any violations that occur while on pretrial release may adversely affect my Bureau of Prisons designation if I am convicted and sentenced to a period of custody.

SIGNATURE OF DEFENDANT

DATE

March 3, 2010

SIGNATURE OF UNITED STATES PRETRIAL SERVICES OFFICER

DATE

TERRY L. WHEATON II

March 3, 2010

US MARSHALS SERVICE  
PERSONAL HISTORY / ARREST INTAKE FORM

ARRESTEE NAME: Cassidy J Cotton

ALIAS NAMES (AKA): \_\_\_\_\_

SEX: M RACE: Black HAIR COLOR: Black

EYE COLOR: Brown HAIR COLOR: \_\_\_\_\_ HEIGHT: 6'2"

POB: Las Vegas, NV DOB: [REDACTED] CITIZENSHIP: USA

SOCIAL SECURITY NUMBER: [REDACTED] SINGLE / MARRIED / DIVORCED

STREET ADDRESS: [REDACTED] CITY: Las Vegas

STATE: NV ZIP CODE: 89107 PHONE: [REDACTED]

EMPLOYER ADDRESS & PHONE: 4550 West Oakey Blvd, Ste 111  
Las Vegas, NV 89102

USC CODE/SECTION: 18, 1343 CHARGE: Wire Fraud

USC CODE/SECTION: 1 CHARGE: \_\_\_\_\_

EMERGENCY CONTACTS (include name, address & phone number)

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

1034

<b>APPEARANCE BOND</b>		<b>UNITED STATES DISTRICT COURT</b>	<b>MAGISTRATE/COURT NUMBER</b> 2:10-CR-47-JM-AAK	<b>DATE BOND ISSUED</b> 3-3-2010
COGNIZANT U.S. JUDICIAL DISTRICT <b>JAMES C. MAHAN</b>		LOCATION OF DISTRICT (City and State) <b>LAS VEGAS, NEVADA</b>		
NAME OF ISSUING MAGISTRATE/JUDGE (Show title) <i>Lussidy A. Patton</i>		LOCATION OF ISSUING OFFICIAL (If different than above) [Redacted] Las Vegas, NV		
NAME OF DEFENDANT		ADDRESS OF DEFENDANT [Redacted] 8910		
NAME OF SURETY		ADDRESS OF SURETY		
AMOUNT OF BOND \$	DEPOSIT RECEIVED FOR \$	<input checked="" type="checkbox"/> RELEASE ON OWN RECOGNIZANCE	TIME/DATE OF APPEARANCE	COURTROOM
We, the undersigned, jointly and severally, have read and understand the conditions of this bond and acknowledge that we and our personal representatives are bound to pay to the United States of America the full amount of bond shown above unless otherwise duly exonerated.				
SIGNATURE OF SURETY (If applicable) *		SIGNATURE OF DEFENDANT <i>[Signature]</i>		
Signed and acknowledged before me on the date shown above. →		SIGNATURE OF MAGISTRATE/JUDGE/DEPUTY CLERK <i>[Signature]</i>		

**CONDITIONS**

The conditions of this bond are that the above defendant is to appear at the date, time, and location indicated before:

- The cognizant United States Magistrate
- The assigned Judge of the cognizant District
- The cognizant United States District Court

And at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in the above referenced case as may be given or issued by the Magistrate or by the cognizant United States District Court or any other United States District Court to which the defendant may be removed or the cause transferred: That the defendant is not to depart the cognizant District, or the jurisdiction of any other United States District Court to which the defendant may be removed or the case transferred after he has appeared in such other District pursuant to the terms of this bond, except in accordance with such orders or warrants as may be issued by the Magistrate or the cognizant United States District Court or the United States District Court for such other District; that the defendant is to abide any judgment entered in such matter by surrendering himself to serve any sentence imposed and obeying any order or direction in connection with such judgment as the Court imposing it may prescribe.

If the defendant appears as ordered and otherwise obeys and performs the foregoing conditions of this bond, then this bond is to be void, but if the defendant fails to obey or perform any of these conditions, payment to the amount of this bond shall be due forthwith. Forfeiture of the bond for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach and if the bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for the amount above stated, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and by other laws of the United States.

It is agreed and understood that this is a continuing bond including any proceeding on appeal or review which shall continue in full force and effect until such time as the signers are duly exonerated.

SEE, ALSO, ORDER SPECIFYING METHODS AND CONDITIONS OF RELEASE ATTACHED HERETO AND MADE A PART HEREOF.

BOND APPROVED. DEFENDANT ORDERED RELEASED.

\*Signature of surety acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Date: \_\_\_\_\_

U.S. DISTRICT JUDGE/MAGISTRATE

Deputy Clerk

BOND EXONERATED. SURETY RELEASED.

U.S. DISTRICT JUDGE/MAGISTRATE

**Additional Conditions of Release**

Upon finding that release by one of the above methods will not by itself reasonably assure the appearance of the defendant and the safety of other persons and the community.

**IT IS FURTHER ORDERED** that the release of the defendant is subject to the conditions marked below:

( ) (6) The defendant is placed in the custody of:

(Name of person or organization) \_\_\_\_\_

(Address) \_\_\_\_\_

(City and state) \_\_\_\_\_

(Tel. No.) \_\_\_\_\_

who agrees (a) to supervise the defendant in accordance with all the conditions of release, (b) to use every effort to assure the appearance of the defendant at all scheduled court proceedings, and (c) to notify the court immediately in the event the defendant violates any conditions of release or disappears.

Signed: \_\_\_\_\_

Custodian or Proxy

Date

( X ) (7) The defendant shall:

( ) (a) report to the 775 \_\_\_\_\_

telephone number \_\_\_\_\_, not later than \_\_\_\_\_.

( ) (b) execute a bond or an agreement to forfeit upon failing to appear as required the following sum of money or designated property:

( ) (c) post with the court the following indicia of ownership of the above-described property, or the following amount or percentage of the above-described \_\_\_\_\_.

( ) (d) execute a bail bond with solvent sureties in the amount of \$ \_\_\_\_\_.

( ) (e) maintain or actively seek employment.

( ) (f) maintain or commence an education program.

( ) (g) surrender any passport to: \_\_\_\_\_

( ) (h) obtain no passport.

( ) (i) abide by the following restrictions on personal association, place of abode, or travel:

( ) (j) avoid all contact, directly or indirectly, with any persons who are or who may become a victim or potential witness in the subject investigation or prosecution, including but not limited to: \_\_\_\_\_

( X ) (k) undergo medical or psychiatric treatment and/or remain in an institution as follows: PSYCHIATRIC TREATMENT AT [unclear]

( ) (l) return to custody each (week)day as of \_\_\_\_\_ o'clock after being released each (week)day as of \_\_\_\_\_ o'clock for employment, schooling, or the following limited purpose(s): \_\_\_\_\_

( ) (m) maintain residence at a halfway house or community corrections center, as deemed necessary by the pretrial services office or supervising officer.

( ) (n) refrain from possessing a firearm, destructive device, or other dangerous weapons.

( X ) (o) refrain from ( X ) any ( X ) excessive use of alcohol.

( X ) (p) refrain from use or unlawful possession of a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

( X ) (q) submit to any method of testing required by the pretrial services office or the supervising officer for determining whether the defendant is using a prohibited substance. Such methods may be used with random frequency and include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing.

( X ) (r) participate in a program of inpatient or outpatient substance abuse therapy and counseling if deemed advisable by the pretrial services office or supervising officer.

( ) (s) refrain from obstructing or attempting to obstruct or tamper, in any fashion, with the efficiency and accuracy of any prohibited substance testing or electronic monitoring which is (are) required as a condition(s) of release.

( ) (t) participate in one of the following home confinement program components and abide by all the requirements of the program which ( ) will or ( ) will not include electronic monitoring or other location verification system. You shall pay all or part of the cost of the program based upon your ability to pay as determined by the pretrial services office or supervising officer.

( ) (xi) Curfew. You are restricted to your residence every day ( ) from \_\_\_\_\_ to \_\_\_\_\_, or ( ) as directed by the pretrial services office or supervising officer; or

( ) (xii) Home Detention. You are restricted to your residence at all times except for employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities as pre-approved by the pretrial services office or supervising officer; or

( ) (xiii) Home Incarceration. You are restricted to your residence at all times except for medical needs or treatment, religious services, and court appearances pre-approved by the pretrial services office or supervising officer.

(u) report as soon as possible, to the pretrial services office or supervising officer any contact with any law enforcement personnel, including, but not limited to, any arrest, questioning, or traffic stop.

( X ) (v) Do not associate with individuals using or possessing illegal drugs.

( ) (w) Participate in community corrections program.

( ) (x) \_\_\_\_\_

# United States District Court

DISTRICT OF \_\_\_\_\_

UNITED STATES OF AMERICA

v.

## ORDER SETTING CONDITIONS OF RELEASE

MASSIDY J. COTTON

Defendant

Case Number:

2.10 CR 47-JCM

IT IS ORDERED that the release of the defendant is subject to the following conditions:

- (1) The defendant shall not commit any offense in violation of federal, state or local law while on release in this case.
- (2) The defendant shall immediately advise the court, defense counsel and the U.S. attorney in writing before any change in address and telephone number.
- (3) The defendant shall appear at all proceedings as required and shall surrender for service of any sentence imposed as directed. The defendant shall appear at (if blank, to be notified) \_\_\_\_\_

Place

on \_\_\_\_\_

Date and Time

### Release on Personal Recognizance or Unsecured Bond

IT IS FURTHER ORDERED that the defendant be released provided that:

- ( ✓ ) (4) The defendant promises to appear at all proceedings as required and to surrender for service of any sentence imposed.
- ( ) (5) The defendant executes an unsecured bond binding the defendant to pay the United States the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in the event of a failure to appear as required or to surrender as directed for service of any sentence imposed.

**Advice of Penalties and Sanctions**

**TO THE DEFENDANT:**

**YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:**

A violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of release, an order of detention, and a prosecution for contempt of court and could result in a term of imprisonment, a fine, or both.

The commission of any crime while on pre-trial release may result in an additional sentence to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be in addition to any other sentence.

Federal law makes it a crime punishable by up to five years of imprisonment, and a \$250,000 fine or both to intimidate or attempt to intimidate a witness, victim, juror, informant or officer of the court, or to obstruct a criminal investigation. It is also a crime punishable by up to ten years of imprisonment, a \$250,000 fine or both, to tamper with a witness, victim or informant, or to retaliate against a witness, victim or informant, or to threaten or attempt to do so.

If after release, you knowingly fail to appear as required by the conditions of release, or to surrender for the service of sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more, you shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, you shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, you shall be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, you shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender shall be in addition to the sentence for any other offense. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

**Acknowledgement of Defendant**

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions set forth above.

*[Handwritten Signature]*  
Signature of Defendant

[Redacted Address]  
Address

Las Vegas, NV 561 3688  
City and State Telephone

**Directions to United States Marshal**

- ( ) The defendant is ORDERED released after processing.
- ( ) The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judicial officer that the defendant has posted bond and/or complied with all other conditions for release. The defendant shall be produced before the appropriate judicial officer at the time and place specified, if still in custody.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Judicial Officer

\_\_\_\_\_  
Name and Title of Judicial Officer

COTTEN, CASSIDY  
DEFENDANT \_\_\_\_\_

## Defendant Initial Reporting Instructions

Please refer to the following instructions on how to begin your supervision. Failure to comply with any of the following requests is a violation of your release conditions and may result in adversary actions.

### REPORT

Report to the Pretrial Services Office located on the first floor of this building in Suite 1112 at the date and time indicated below to begin your supervision.

Lloyd D. George Federal Courthouse  
333 Las Vegas Blvd, South  
Las Vegas, NV 89101

3 / 3 / 2010 at After Court

\_\_\_\_\_ Call the Pretrial Services Office on the date and time indicated below to set up a time to begin your supervision and receive further reporting instructions.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ at \_\_\_\_\_:

\_\_\_\_\_ Report to the Las Vegas Community Corrections Center (half-way house) *immediately* upon release from custody. Additional half-way house information is located on the back of this form.

**CONTACT** The following officer is who you need to request when you contact our office either by telephone, or in person. Toll free Pretrial Services Number (800) 815-7823.

	OFFICER	OFFICE PHONE	CELL PHONE
_____	Sandra P. Bustos	(702) 464-5644	(702) 208-3181
<input checked="" type="checkbox"/>	Terry L. Wheaton	(702) 464-5647	(702) 994-7005
_____	Erin L. Oliver	(702) 464-5641	(702) 208-3184
_____	Samira A. Barlow	(702) 464-5645	(702) 208-3102
_____	Tonya L. Jacobsen	(702) 464-5694	(702) 208-3186
_____	Alison McCurdy	(702) 464-5642	
_____	Jamie Stroup	(702) 464-5643	
_____			

### DOCUMENTATION

If you are requested to report to the office, please bring the following documentation with you at the initial meeting. This request is in accordance with your release conditions.

_____	Photo Identification	_____	Verification of Residence (utility bill)
_____	Passport or other travel document	_____	Financial Documents
_____	Medication Prescriptions	_____	Proof of Resolved Warrants
_____	Verification of Employment	_____	Proof of Citizenship
_____	Be prepared to submit a urine sample	_____	Other

<b>Report to the LVCCC immediately upon release from custody.</b>
---

## **Las Vegas Community Corrections Center**

**NOTICE: Only refer to this information if you were ordered by the Judge to report to the half-way house. Report as follows the half-way house ONLY if the box at the top of this form is checked.**

**You have been ordered by the Court to report to the Las Vegas Community Corrections Center IMMEDIATELY upon release from custody. You are expected to provide your own transportation to the facility; however, if you are unable to do so, please call the number below and arrangements will be made.**

**(702) 953-1162 , then 0**

***Las Vegas Community Corrections Center  
2901 Industrial Road  
Las Vegas, Nevada 89109  
(Located behind Circus Circus)***

### **Half-Way House Information**

**You will be expected to comply with all rules and regulation set forth by the Half-way house and its staff.**

**No illegal substances or alcohol of any kind will be permitted on the premises.**

**You will be provided food and bedding while residing at the Half-Way house.**

**More information will be available upon entrance into the house.**

### **Directions from the Federal Courthouse**

**Turn left onto South Las Vegas Blvd, heading south. Go 1 mile.**

**Turn right onto East Wyoming Ave. Go .4 miles.**

**Turn left onto Industrial Road. Go 1.2 miles and end at 2901 Industrial Road.**

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

6 UNITED STATES DISTRICT COURT  
7 DISTRICT OF NEVADA

8 -oOo-

9  
10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 vs  
13 CASSIDY J. COTTEN,  
14 Defendant.

CASE NO. 2:10-cr-\_\_\_\_\_  
PLEA MEMORANDUM

15  
16 The United States of America, by and through Daniel G. Bogden, United States Attorney,  
17 and Brian Pugh, Assistant United States Attorney, the defendant, CASSIDY J. COTTEN, and the  
18 defendant's attorney, Gregory S. Mills, submit this plea memorandum.

19 I. PLEA AGREEMENT

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

22 A. The Plea

23 Defendant will plead guilty to count one of the information charging wire fraud in  
24 violation of Title 18, United States Code, Sections 1343. Defendant also agrees to the forfeiture  
25 listed in the Forfeiture Allegations of the Information.  
26 . . .

1 **B. Additional Charges**

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

4 **C. Sentencing Guideline Calculations**

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

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

- 12 1. The Base Offense Level is 7 (U.S.S.G. § 2B1.1(a)(1));
- 13 2. A 10-level upward adjustment applies in that the loss exceeded \$120,000.00  
14 (U.S.S.G. § 2B1.1(b)(1)(F)); and
- 15 3. A 2-level downward adjustment applies in that the defendant was a minor  
16 participant. (U.S.S.G. § 3B1.2(a)).
- 17 4. A 2-level downward adjustment for acceptance of responsibility (U.S.S.G. § 3E1.1)  
18 unless defendant (a) does not make a complete factual basis for the guilty plea at the time it is  
19 entered; (b) is untruthful with the Court or probation officers; (c) denies involvement in the offense  
20 or provides conflicting statements regarding defendant's involvement; (d) attempts to withdraw the  
21 guilty plea; (e) engages in criminal conduct; (f) fails to appear in court; or (g) violates the  
22 conditions of his pretrial release.
- 23 5. Defendant's Criminal History Category will be determined by the court.

24 . . .  
25 . . .  
26

1 **D. Other Sentencing Matters**

2 1. The United States and defendant will recommend that defendant be sentenced at  
3 the low end of the Guideline range unless defendant commits any of the acts that could result in a  
4 loss of the downward adjustment for acceptance of responsibility.

5 2. The parties agree that the Guideline calculations are based on information now  
6 known and could change upon investigation by the United States Probation Office. It is possible  
7 that factors unknown or unforeseen by the parties to the plea agreement may be considered in  
8 determining the offense level, specific offense characteristics, and other related factors. In that  
9 event, defendant will not withdraw defendant's plea of guilty.

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

14 **E. Forfeiture**

15 1. Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative  
16 forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the *in personam* criminal forfeiture  
17 money judgment of \$380,000.00 in United States Currency ("property").

18 2. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property to the  
19 United States.

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

22 4. Defendant knowingly and voluntarily agrees to waive his right to any abandonment  
23 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings,  
24 or any criminal forfeiture proceedings ("proceedings") of the property.

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

1 circumstances of this case.

2 6. Defendant knowingly and voluntarily agrees to waive any further notice to him, his  
3 agents, or his attorney regarding the abandonment or the forfeiture and disposition of the property.

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

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

10 9. Defendant knowingly and voluntarily agrees to waive his right to a jury trial on the  
11 forfeiture of the property.

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

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

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

23 **F. Fines and Special Assessment**

24 1. Defendant agrees that the court may impose a fine due and payable immediately  
25 upon sentencing.

26 . . .

1           2. Defendant will pay the special assessment of \$100 per count of conviction at the  
2 time of sentencing.

3 **G. Restitution**

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

10 **H. Waiver of Appeal**

11           In exchange for the concessions made by the United States in this plea agreement,  
12 defendant knowingly and expressly waives the right to appeal any sentence that is imposed within  
13 or below the applicable Sentencing Guideline range as determined by the Court, further waives the  
14 right to appeal the manner in which that sentence was determined on the grounds set forth in Title  
15 18, United States Code, Section 3742, and further waives the right to appeal any other aspect of  
16 the conviction or sentence, including any order of restitution. Defendant also waives all collateral  
17 challenges, including any claims under 28 U.S.C. § 2255, to his conviction, sentence and the  
18 procedure by which the court adjudicated guilt and imposed sentence, except claims of ineffective  
19 assistance of counsel that the courts deem non-waivable. Defendant reserves only the right to  
20 appeal any portion of the sentence that is an upward departure or higher than the sentencing  
21 guideline range determined by the court.

22           Notwithstanding the stipulations in this agreement, the parties are free to argue on appeal  
23 and collateral review that the court's sentencing guidelines calculations are not error. However,  
24 each party agrees to maintain its view that the calculation in paragraph I.C. are consistent with the  
25 facts of this case.

26 . . .

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

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

10 2. The parties agree that no promises, agreements, and conditions have been entered  
11 into other than those set forth in this plea memorandum, and will not be entered into unless in  
12 writing and signed by all parties.

13 **J. Limitations**

14 This Plea Agreement is limited to the United States Attorney's Office for the District of  
15 Nevada and cannot bind any other federal, state or local prosecuting, administrative, or regulatory  
16 authority. However, this Plea Memorandum does not prohibit the United States through any  
17 agency thereof, the United States Attorney's office for the District of Nevada, or any third party  
18 from initiating or prosecuting any civil proceeding directly or indirectly involving the defendant  
19 including but not limited to proceedings under the False Claims Act relating to potential civil  
20 monetary liability or by the Internal Revenue Service relating to potential tax liability.

21 **K. Cooperation**

22 1. Defendant agrees, if requested by the United States, to provide complete and  
23 truthful information and testimony concerning defendant's knowledge of all other persons who are  
24 committing or have committed offenses against the United States or any state, and agrees to  
25 cooperate fully with the United States and any state and local agencies in the investigation and  
26 prosecution of such persons. Defendant agrees that the information provided can be used against

1 him to establish relevant conduct for sentencing purposes.

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

6           3. Defendant agrees that a motion for downward departure based on substantial  
7 assistance shall not be made under any circumstances unless defendant's cooperation is deemed to  
8 be substantial assistance by the United States Attorney. The United States has made no promise,  
9 implied or otherwise, that defendant will be granted a departure for substantial assistance.  
10 Further, no promise has been made that such a motion will be made even if defendant complies  
11 with the terms of this Plea Agreement in all respects but has been unable to provide substantial  
12 assistance as determined in the sole discretion of the United States Attorney.

13           4. The United States agrees to consider the totality of the circumstances, including but  
14 not limited to, the following factors, in determining whether, in the sole discretion of the United  
15 States Attorney, defendant has provided substantial assistance which would merit a motion by the  
16 United States for a downward departure from the applicable Guideline:

17           a. The United States' evaluation of the significance and usefulness of  
18 defendant's assistance;

19           b. The truthfulness, completeness, and reliability of any information or  
20 testimony provided by defendant;

21           c. The nature and extent of defendant's assistance;

22           d. Any injury suffered, or any danger or risk of injury to defendant or  
23 defendant's family resulting from defendant's assistance; and

24           e. The timeliness of defendant's assistance.

25           5. Defendant agrees that in the event the United States files a downward departure  
26 motion based upon defendant's substantial assistance, the United States reserves the right to make

1 a specific recommendation to the Court regarding the extent of such a departure. Defendant  
2 understands and agrees that the final decision as to how much of a departure, if any, is warranted  
3 rests solely with the Court. Defendant specifically acknowledges that defendant has been advised  
4 that in any event, the United States will not recommend a sentence of probation, but will in fact  
5 recommend a prison term.

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

14 7. Defendant agrees to submit at the United States' request to any polygraph  
15 examination concerning defendant's statements to the United States. Defendant understands that if  
16 any test indicates that defendant is being untruthful as to any aspect of defendant's statements to  
17 the United States, the United States on the basis of the test alone may determine that defendant has  
18 not provided full and truthful cooperation and treat defendant and their agreement in accordance  
19 with paragraph 6 above.

## 20 II. PENALTY

21 1. The maximum penalty for violating Title 18, United States Code, Section 1343, is  
22 imprisonment for not more than thirty (30) years, a fine of not more than \$1,000,000, or both.

23 2. Defendant is subject to supervised release for a term of at least two years but not  
24 greater than three years.

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





- 1 d. The right to remain silent at such trial, with such silence not to be used
- 2 against defendant in any way;
- 3 e. The right, should defendant so choose, to testify in defendant's own behalf
- 4 at such a trial;
- 5 f. The right to compel witnesses to appear at such a trial, and to testify in
- 6 defendant's behalf; and
- 7 g. The right to have the assistance of an attorney at all stages of such
- 8 proceedings.

9 3. Defendant, his attorney, and the attorney for the United States acknowledge that  
 10 this Plea Memorandum contains the entire agreement negotiated and agreed to by and between the  
 11 parties, and that no other promise has been made or implied by either defendant, his attorney, or  
 12 the attorney for the United States.

13 DANIEL G. BOGDEN  
 14 United States Attorney

15  
 16 DATED

17 BRIAN PUGH  
 18 Assistant United States Attorney

19 1-28-10  
DATED

20   
 21 CASSIDY J. COTTEN  
 22 Defendant

23  
 24 DATED

25 GREGORY S. MILLS  
 26 Counsel for Defendant



U.S. Department of Justice

*United States Attorney  
District of Nevada*

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333 Las Vegas Blvd. South (702) 388-6336  
Suite 5000 FAX: (702) 388-5087  
Las Vegas, Nevada 89101

January 12, 2010

Gregory S. Mills  
502 South Ninth Street  
Las Vegas, Nevada 89101

Re: Cassidy Cotten proffer

Dear Mr. Mills:

It is my understanding that your client, Cassidy Cotten, desires to make a proffer to the government which will be useful in making an evaluation of our position if there should be a case against your client. This letter sets forth the ground rules for such a proffer.

First, your client agrees to provide complete and truthful information. This provision obliges your client not only to provide truthful responses to any areas of inquiry, but also to volunteer any and all information related to the subject areas that are being explored.

No statement made by you or your client, or other information provided by you or your client during the proffer, will be used against your client in any criminal case, except for cross examination or impeachment purposes should your client ever testify contrary to the information he provides during this proffer, or in any prosecution for perjury wherein the information may be used to prove that your client testified untruthfully or contrary to the information provided in the proffer. Additionally, in the event your client should provide any untruthful information during the proffer, your client may be charged with giving false statements and the information provided during the proffer can be used against him for such purposes. This will insure that your client knows and understands that he is under an obligation to tell the truth during the proffer.

The government may make derivative use of and may pursue any investigative leads suggested by any information and/or statement made during the course of the proffer. This provision is necessary in order to eliminate the need for a Kastigar hearing at which the Government would have to prove that the evidence it introduces at trial was not derived from information and/or statements volunteered during the proffer.

After the Government discovers what your client has to say, and what he is willing to do for the Government, our unilateral evaluation of his position will be undertaken in good faith.

Re: Cassidy Cotten proffer  
January 12, 2010  
Page #2

To the extent that the above provisions may be interpreted as being inconsistent with Rule 11 of the Federal Rules of Criminal Procedure or with Rule 410 of the Federal Rules of Evidence, by agreeing to the above provisions, your client expressly waives any subsequent claims of inconsistency under said Federal Rules.

It must be understood that nothing your client will tell the Government will have come from anything he has learned during any privileged meetings he has had with potential co-defendants and their attorneys in preparation for the defense in any case against your client or his potential co-defendants. Your signature on this letter will guarantee that you will be able to keep that out of our discussions.

Finally, if you and your client wish to engage in a proffer under the conditions outlined above, please sign this letter where indicated below. Once you and your client have executed this letter, return the original to this office and retain a copy for your records. As you are aware, no decision has been made concerning the ultimate disposition of any case against your client.

Sincerely,

DANIEL G. BOGDEN  
United States Attorney



BRIAN PUGH  
Assistant United States Attorney

APPROVED:

1-20-10  
DATE

1-20-10  
DATE

  
\_\_\_\_\_  
CASSIDY COTTEN  
\_\_\_\_\_  
GREGORY S. MILLS  
Counsel for Cassidy Cotten

Byron L. Mills, ESQ.  
Gregory S. Mills, ESQ.  
Daniel W. Anderson, ESQ.



Telephone: 702.386.0030  
Fax: 702.386.0208  
E-mail: attorneys@millsnv.com  
Website: www.millsnv.com

502 South Ninth Street • Las Vegas, Nevada 89101

**FLAT FEE AGREEMENT**

This fee agreement is hereby entered into between the undersigned,

Cassidy Cotten, (hereinafter referred to as "CLIENT") and  
MILLS & MILLS, L.L.C., Attorneys at Law, (hereinafter referred to as "ATTORNEY"),  
for legal services:

**THE MATTER:** ATTORNEY shall represent CLIENT in all legal matters  
pertaining to: FBI Investigation & possible charges

The parties agree that only the matters listed above shall be handled by  
ATTORNEY without a further agreement. A separate Fee Agreement is required for any  
matter that is not listed.

**AUTHORIZATION:** CLIENT agrees to cooperate with ATTORNEY and  
execute such additional authorizations as others may require to release information to  
ATTORNEY (e.g., medical releases, bank information release, etc.). CLIENT  
understands that the ATTORNEY/CLIENT privilege may be waived by the presence of a  
third party other than a member of ATTORNEY'S staff, or by other actions constituting  
waiver by CLIENT (e.g., disclosure of ATTORNEY/CLIENT communications and/or  
work product with a third party).

**FEES AND COSTS:** The fee for representation in this matter is \$ 7500.  
This fee has been explained to the CLIENT to be an amount which will be charged no  
matter how many hours are spent on the CLIENT'S case and is non-

EM      1-8-09  
INITIALS      DATE



ATTORNEY to withdraw from the matter in issue. CLIENT is responsible for reviewing the bill and will communicate, via telephone or in writing, any questions regarding the charges within ten (10) days of the receipt of the bill, or the charges shall be deemed to be valid. ALL billing questions can and will be answered by the bookkeeper in a timely manner.

OPINIONS: ATTORNEY makes no warranties or representations concerning the successful termination of the matter or favorable outcome of any legal action that may be filed. All statements by ATTORNEY on these matters are statements of opinions only, and do not constitute any assurance that a court would view the matters consistent with ATTORNEY'S opinions.

COMMUNICATION: CLIENT shall promptly inform ATTORNEY, in writing, of any change in address or telephone number. CLIENT shall neither request nor rely on any legal advice from ATTORNEY'S staff, although CLIENT is encouraged to telephone the legal secretary for any information about the case which does not require a legal opinion.

TELEPHONE CALLS: CLIENT understands that telephone messages will always be relayed to ATTORNEY. However, due to time constraints involving ATTORNEY'S schedule and calendar, there is NO GUARANTEE that telephone calls will be returned by ATTORNEY immediately. CLIENT further understands that ATTORNEY, or his office staff, will inform CLIENT of any pending matters regarding CLIENT'S case when it is necessary. Additionally, CLIENT understands that all routine questions may be addressed by ATTORNEY'S office staff and NOT ATTORNEY.

         1-8-07  
INITIALS      DATE

**ILLEGAL OR IMPROPER CONDUCT:** CLIENT shall not engage in

improper or illegal conduct. The term "improper conduct" includes, but is by no means limited to, tape recordings by CLIENT of ATTORNEY/CLIENT communication without written consent of ATTORNEY.

ADDITIONAL COMMENTS:

Everything Short of Trial.

I HAVE READ THIS RETAINER AGREEMENT AND UNDERSTAND IT.

DATED this 8<sup>th</sup> day of January, 2002.

MILLS & MILLS, L.L.C., Attorneys at Law

CLIENT:

By: [Signature]

502 S. Ninth Street  
Las Vegas, Nevada 89101  
(702) 386-0030

Signature: [Signature]

Address: 8

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

INITIALS

DATE

