

1 release of three years. A maximum term of probation is five years.

2 b. According to the Sentencing Guidelines issued pursuant to the Sentencing
3 Reform Act of 1984, the Court shall order the defendant to:

4 (1) make restitution to any victim of the offense pursuant to 18
5 U.S.C. § 3663 and/or 3663A, unless the Court determines that restitution would not be
6 appropriate;

7 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds
8 that a fine is not appropriate;

9 (3) serve a term of supervised release when required by statute or
10 when a sentence of imprisonment of more than one year is imposed (with the understanding
11 that the Court may impose a term of supervised release in all other cases); and

12 (4) pay upon conviction a \$100 special assessment for each count
13 to which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

14 c. The Court is required to consider the Sentencing Guidelines in determining
15 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
16 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
17 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
18 the Court accepts.

19 **3. STIPULATIONS REGARDING SENTENCING**

20 Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the parties agree as follows:

21 a. Agreement Contingent on Consent to Forfeiture by Co-Defendants. This plea
22 is contingent on the defendant's co-defendants, David Maasen and Heather Holm, each
23 filing an appropriate notice reflecting their consent to forfeit their interest in the real
24 property described in Paragraph 38 of the forfeiture allegation of the Superseding
25 Indictment. The defendant understands that if one or both of his co-defendants fail to
26 consent to forfeit their interest in the real property described in Paragraph 38 of the
27 Superseding Indictment, his plea is null and void and the parties are not bound by any of
28 these agreements, including the recommendations, stipulations, and other agreements

1 below or any of the facts contained in the factual basis. In addition, if the defendant's plea
2 is rejected by the Court for any reason, the United States may proceed against all three
3 defendants.

4 b. Forfeiture. The defendant agrees not to challenge the forfeiture of real
5 property described in Paragraph 38 of the forfeiture allegation of the Superseding
6 Indictment.

7 c. Bankruptcy Case. Pursuant to Fed.R.Crim.P. 11(c)(1)(C), the United States
8 and the defendant stipulate that the defendant shall execute a permanent waiver of
9 discharge of debts in connection with his bankruptcy case currently pending in the United
10 States Bankruptcy Court for the District of Arizona (case number 2:09-bk-30470) pursuant
11 to the terms included under Section 9.b of this agreement.

12 d. Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant
13 specifically agrees to pay full restitution, regardless of the resulting loss amount but in no
14 event more than \$1,392,000 to the United States Small Business Administration and to all
15 victims directly or proximately harmed by the defendant's "relevant conduct," including
16 conduct pertaining to any dismissed counts or uncharged conduct, as defined by U.S.S.G.
17 § 1B1.3, regardless of whether such conduct constitutes an "offense" under 18 U.S.C.
18 §§ 2259, 3663 or 3663A. The defendant understands that such restitution will be included
19 in the Court's Order of Judgment and that an unanticipated restitution amount will not serve
20 as grounds to withdraw the defendant's guilty plea or to withdraw from this plea agreement.

21 e. Assets and Financial Responsibility. The defendant shall make a full
22 accounting of all assets in which the defendant has any legal or equitable interest. The
23 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
24 transfer any such assets or property before sentencing, without the prior approval of the
25 United States (provided, however, that no prior approval will be required for routine, day-
26 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
27 Office to immediately obtain a credit report as to the defendant in order to evaluate the
28 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant

1 also shall make full disclosure of all current and projected assets to the U.S. Probation
2 Office immediately and prior to the termination of the defendant's supervised release or
3 probation, such disclosures to be shared with the U.S. Attorney's Office, including the
4 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
5 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
6 under this agreement and the law.

7 **4. RECOMMENDATIONS REGARDING SENTENCING**

8 Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the parties agree as follows:

9 a. Acceptance of Responsibility. If the defendant makes full and complete
10 disclosure to the U. S. Probation Office of the circumstances surrounding the defendant's
11 commission of the offense, and if the defendant demonstrates an acceptance of
12 responsibility for this offense up to and including the time of sentencing, the United States
13 will recommend a two-level reduction in the applicable Sentencing Guidelines offense
14 level pursuant to U. S. S. G. § 3E1. 1(a). If the defendant has an offense level of 16 or
15 more, the United States will move the Court for an additional one-level reduction in the
16 applicable Sentencing Guidelines offense level pursuant to U. S. S. G. § 3E1. 1(b).

17 b. Low End/Split Sentence. The United States will recommend the low end of
18 the applicable sentencing range, and if a split sentence is available (i.e., Zone C), the
19 government will further recommend that a split sentence be imposed by the Court. This
20 recommendation does not preclude defendant from asking for a sentence below the
21 recommended Guidelines range, or the government from recommending a lower sentence
22 based upon additional factors learned during the sentencing process.

23 c. Non-Binding Recommendations. The defendant understands that
24 recommendations are not binding on the Court. The defendant further understands that the
25 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a
26 recommendation.

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1 **5. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

2 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States, at the time of
3 sentencing, shall dismiss the following charges against the defendant: Counts 1-3 and 5-12
4 of the Superseding Indictment (doc. 39).

5 b. Provided the defendant's co-defendants comply with the requirements of
6 Section 3.a, above, and consent to forfeit their interest in the real property described in
7 Paragraph 38 of the forfeiture allegation of the Superseding Indictment, the United States,
8 at the time of sentencing, shall dismiss all counts in the Superseding Indictment against
9 defendants David Maasen and Heather Holm.

10 c. This agreement does not, in any manner, restrict the actions of the United
11 States in any other district or bind any other United States Attorney's Office.

12 **6. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

13 a. If the Court, after reviewing this plea agreement, concludes that any
14 provision contained herein is inappropriate, it may reject the plea agreement and give the
15 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.
16 11(c)(5).

17 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,
18 vacated, or reversed at any time, this agreement shall be null and void, the United States
19 shall be free to prosecute the defendant and other individuals for all crimes of which it then
20 has knowledge and any charges that have been dismissed because of this plea agreement
21 shall automatically be reinstated. In such event, the defendant waives all objections,
22 motions, and defenses based upon the Statute of Limitations, the Speedy Trial Act, or
23 constitutional restrictions in bringing later charges or proceedings. The defendant
24 understands that any statements made at the time of the defendant's change of plea or
25 sentencing may be used against the defendant in any subsequent hearing, trial, or
26 proceeding subject to the limitations of Fed.R.Evid. 410.

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1 **7. WAIVER OF DEFENSES AND APPEAL RIGHTS**

2 The defendant waives (1) any and all motions, defenses, probable cause
3 determinations, and objections that the defendant could assert to the indictment or
4 information; and (2) any right to file an appeal, any collateral attack, and any other writ or
5 motion that challenges the conviction, an order of restitution or forfeiture, the entry of
6 judgment against the defendant, or any aspect of the defendant's sentence, including the
7 manner in which the sentence is determined, including but not limited to any appeals under
8 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255
9 (habeas petitions), and any right to file a motion for modification of sentence, including
10 under 18 U.S.C. § 3582(c). This waiver shall result in the dismissal of any appeal,
11 collateral attack, or other motion the defendant might file challenging the conviction, order
12 of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to
13 bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial
14 misconduct" as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015).

15 **8. DISCLOSURE OF INFORMATION**

16 a. The United States retains the unrestricted right to provide information and
17 make any and all statements it deems appropriate to the U.S. Probation Office and to the
18 Court in connection with the case.

19 b. Any information, statements, documents, and evidence that the defendant
20 provides to the United States pursuant to this agreement may be used against the defendant
21 at any time.

22 c. The defendant shall cooperate fully with the U.S. Probation Office. Such
23 cooperation shall include providing complete and truthful responses to questions posed by
24 the U.S. Probation Office including, but not limited to, questions relating to:

25 (1) criminal convictions, history of drug abuse, and mental illness;
26 and

27 (2) financial information, including present financial assets or
28 liabilities that relate to the ability of the defendant to pay a fine or restitution.

1 **9. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

2 a. Nothing in this agreement shall be construed to protect the defendant from
3 administrative or civil forfeiture proceedings or prohibit the United States from proceeding
4 with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all
5 monetary penalties, including restitution imposed by the Court, shall be due immediately
6 upon judgment, shall be subject to immediate enforcement by the United States, and shall
7 be submitted to the Treasury Offset Program so that any federal payment or transfer of
8 returned property the defendant receives may be offset and applied to federal debts (which
9 offset will not affect the periodic payment schedule). If the Court imposes a schedule of
10 payments, the schedule of payments shall be merely a schedule of minimum payments and
11 shall not be a limitation on the methods available to the United States to enforce the
12 judgment.

13 b. Before sentencing, the defendant shall execute and file in his bankruptcy case
14 that is currently pending in the United States Bankruptcy Court for the District of Arizona
15 (case number 2:09-bk-30470) (hereinafter the “pending bankruptcy case”) a voluntary
16 motion to convert the pending bankruptcy case from a Chapter 11 proceeding to a Chapter
17 7 proceeding and a motion to approve waiver of discharge along with a voluntary motion
18 to approve waiver of discharge pursuant to 11 U.S.C. § 727 and 11 U.S.C. § 523(a)(10) in
19 accordance with the following terms:

20 (1) The defendant understands and agrees that, as a result of this waiver
21 of discharge, he will permanently be denied a discharge in the pending bankruptcy case or
22 any other or future bankruptcy, of all of his debts, whether sole and separate or community,
23 which were or could have been listed or scheduled by the defendant in the pending
24 bankruptcy case (for example, debts that arose or were incurred before the date of the order
25 for relief in the pending bankruptcy case).

26 (2) The defendant expressly waives his rights to a community discharge
27 under the provisions of 11 U.S.C. § 524(a)(3). The defendant’s community property, if
28 any, shall remain subject to collection for payment of community debts.

1 (3) The defendant agrees that in light of his waiver of discharge, any and
2 all creditors shall be entitled to pursue the collection of any and all debts claimed to be
3 owed for the defendant's debts and for community debts as to which there has been a
4 waiver of discharge as provided herein.

5 (4) The defendant acknowledges that he is knowingly and voluntarily
6 consenting to and agreeing to a permanent waiver of discharge in the Pending Bankruptcy
7 Case and in any later filed bankruptcy of all of his sole and separate and community debts
8 and claims that are listed on the Schedules in this case or that could have been listed on the
9 Schedules in this case (for example, debts that arose or were incurred before the date of the
10 order for relief in the Pending Bankruptcy Case).

11 (5) The defendant fully understands that by agreeing to the waiver of
12 discharge, the debts and claims as to which the defendant is waiving discharge are and shall
13 forever be non-dischargeable in bankruptcy and that all of the defendant's property and
14 assets will forever be subject to collection to satisfy all such non-discharged debts and
15 claims.

16 (6) The defendant fully understands and agrees that the debts and claims
17 as to which the defendant is waiving discharge will forever be barred from discharge in
18 any subsequent filed bankruptcy under 11 U.S.C. § 523(a)(10) and that, for the purposes
19 of any later filed bankruptcy case by, or on behalf of or for the benefit of, the defendant,
20 this waiver of discharge shall be deemed a denial of discharge under 11 U.S.C. § 727(a)(2),
21 (3), (4), (5), (6), (7) and (10) within the meaning of 11 U.S.C. § 523(a)(10).

22 **10. ELEMENTS**

23 The defendant understands that if the case were to proceed to trial, the United States
24 would be required to prove the following elements beyond a reasonable doubt before the
25 defendant could be found guilty of the offense to which defendant is pleading guilty:

26 **Concealment of Assets in Bankruptcy, 18 U.S.C. § 152(1)**

27 From at least June 2011 through March 2017, in the District of Arizona:

- 28 1. There was a bankruptcy proceeding;

- 1 2. Certain property or assets, namely an engagement ring, belonged to the
- 2 bankrupt estate;
- 3 3. The defendant knowingly concealed the engagement ring from his creditors
- 4 or the United States Trustee; and
- 5 4. The defendant acted fraudulently, that is, with the intent to deceive his
- 6 creditors or the United States Trustee.

7 **11. FACTUAL BASIS**

8 The defendant admits that the following facts are true and that if this matter were to
9 proceed to trial the United States could prove the following facts beyond a reasonable
10 doubt:

11 On or about November 25, 2009, I caused to be filed two voluntary petitions for
12 bankruptcy under Chapter 11 of Title 11 of the United States Code, one in my individual
13 capacity (case number 2:09-bk-30470) and one on behalf of my wholly owned entity
14 Maasen Realty Investments, LLC (case number 2:09-bk-30468). Both petitions were filed
15 in the United States Bankruptcy Court for the District of Arizona.

16 In June 2011, while my bankruptcy proceedings were pending, I began purchasing
17 a diamond engagement ring from a jeweler in La Jolla, California. The ring was an 18-
18 carat gold ring with white round diamonds on the setting and a 6.26-carat emerald cut
19 diamond in the center. The purchase price was \$89,926. I initially placed the engagement
20 ring on layaway and made periodic payments to the jeweler. In early February 2012, I
21 reversed the original charges. Instead, I had my dad pay for the engagement ring in full
22 and I took possession of it in Arizona. This was done so it looked like my dad was the
23 owner of the engagement ring, which he was not. Shortly thereafter, I proposed to my
24 fiancé with the engagement ring. My fiancé and I insured the engagement ring on our State
25 Farm personal articles insurance policy and provided our insurer with an appraisal
26 identifying me as the owner of the ring.

27 As part of my ongoing bankruptcy proceedings, I was required to file monthly
28 operating reports in which I was obligated to report all of my expenses (disbursements),

1 among other things, for the past month. I signed the monthly operating reports under
2 penalty of perjury. I did not report the expenses associated with this purchase of the
3 engagement ring in any monthly operating report, however. By hiding this beneficial
4 purchase of the engagement ring, I knowingly and fraudulently concealed my acquisition
5 of the engagement ring from my creditors and the United States Trustee by failing to
6 disclose these transactions.

7
8 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

9 I have read the entire plea agreement with the assistance of my attorney. I
10 understand each of its provisions and I voluntarily agree to it.

11 I have discussed the case and my constitutional and other rights with my attorney.
12 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,
13 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to
14 present evidence in my defense, to remain silent and refuse to be a witness against myself
15 by asserting my privilege against self-incrimination, all with the assistance of counsel, and
16 to be presumed innocent until proven guilty beyond a reasonable doubt.

17 I agree to enter my guilty plea as indicated above on the terms and conditions set
18 forth in this agreement.

19 I have been advised by my attorney of the nature of the charges to which I am
20 entering my guilty plea. I have further been advised by my attorney of the nature and range
21 of the possible sentence and that my ultimate sentence shall be determined by the Court
22 after consideration of the advisory Sentencing Guidelines.

23 My guilty plea is not the result of force, threats, assurances, or promises, other than
24 the promises contained in this agreement. I voluntarily agree to the provisions of this
25 agreement and I agree to be bound according to its provisions.

26 I understand that if I am granted probation or placed on supervised release by the
27 Court, the terms and conditions of such probation/supervised release are subject to
28 modification at any time. I further understand that if I violate any of the conditions of my

1 probation/supervised release, my probation/supervised release may be revoked and upon
2 such revocation, notwithstanding any other provision of this agreement, I may be required
3 to serve a term of imprisonment or my sentence otherwise may be altered.

4 This written plea agreement, and any written addenda filed as attachments to this
5 plea agreement, contain all the terms and conditions of the plea. Any additional
6 agreements, if any such agreements exist, shall be recorded in a separate document and
7 may be filed with the Court under seal; accordingly, additional agreements, if any, may not
8 be in the public record.

9 I further agree that promises, including any predictions as to the Sentencing
10 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone
11 (including my attorney) that are not contained within this written plea agreement, are null
12 and void and have no force and effect.

13 I am satisfied that my defense attorney has represented me in a competent manner.

14 I fully understand the terms and conditions of this plea agreement. I am not now
15 using or under the influence of any drug, medication, liquor, or other intoxicant or
16 depressant that would impair my ability to fully understand the terms and conditions of this
17 plea agreement.

18
19 4/13/18
Date

20 
SCOTT ALLAN MAASEN
Defendant

21
22 **APPROVAL OF DEFENSE COUNSEL**

23 I have discussed this case and the plea agreement with my client in detail and have
24 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
25 constitutional and other rights of an accused, the factual basis for and the nature of the
26 offense to which the guilty plea will be entered, possible defenses, and the consequences
27 of the guilty plea including the maximum statutory sentence possible. I have further
28 discussed the concept of the advisory Sentencing Guidelines with the defendant. No

1 assurances, promises, or representations have been given to me or to the defendant by the
2 United States or any of its representatives that are not contained in this written agreement.
3 I concur in the entry of the plea as indicated above and that the terms and conditions set
4 forth in this agreement are in the best interests of my client. I agree to make a bona fide
5 effort to ensure that the guilty plea is entered in accordance with all the requirements of
6 Fed. R. Crim. P. 11.

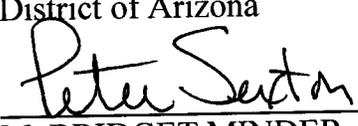
7
8 04/13/2018
Date


KURT M. ALTMAN
Attorney for Defendant

11 **APPROVAL OF THE UNITED STATES**

12 I have reviewed this matter and the plea agreement. I agree on behalf of the United
13 States that the terms and conditions set forth herein are appropriate and are in the best
14 interests of justice.
15

16
17
18 4/20/18
19 Date

ELIZABETH A. STRANGE
First Assistant United States Attorney
District of Arizona

M. BRIDGET MINDER
PETER SEXTON
Assistant United States Attorneys
JENNIFER A. GIAIMO
Special Assistant United States Attorney

22
23
24 **ACCEPTANCE BY THE COURT**

25
26 11/04/18
27 Date


HONORABLE DAVID G. CAMPBELL
United States District Judge