

**STATE OF MINNESOTA
COMMISSIONER OF COMMERCE**

CONSENT ORDER

In the Matter of Hannah Noel Perlich individually, and her
Mortgage Loan Originator license (Individual Identification # 7598).

TO: Hannah Noel Perlich
4203 Pleasant Avenue South, Unit #1
Minneapolis, MN 55409

Commissioner of Commerce Mike Rothman (hereinafter "Commissioner") has
determined as follows:

1. The Commissioner has advised Hannah Noel Perlich (hereinafter "Respondent"),
that he is prepared to commence formal action pursuant to Minn. Stat. §§ 45.027, 58.12 (2010),
and other applicable statutes, against Respondent based on Respondent being convicted of one
count of wire fraud described by activities noted in **Attachment A**, and is thereby in violation of
Minn. Stat. § 58.12, subd. 1(b)(2)(iv)(v)(vi)(2010).
2. Respondent acknowledges that she has been advised of her rights to a hearing in
this matter, to present argument to the Commissioner and to appeal from any adverse
determination at a hearing, and Respondent hereby expressly waives those rights. Respondent
further acknowledges that she has been represented by legal counsel throughout these
proceedings, or has been advised of her right to be represented by legal counsel, which right she
hereby waives.
3. Respondent has agreed to informal disposition of this matter without a hearing as
provided under Minn. Stat. § 14.59 (2008) and Minn. R. 1400.5900 (2009).
4. The following Order is in the public interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, that Respondent is permanently **BARRED** from residential mortgage origination and residential mortgage servicing. **IT IS FURTHER ORDERED THAT** Respondent's mortgage loan originator license is retroactively **REVOKED** effective January 1, 2012.

This Order shall be effective upon signature by or on behalf of the Commissioner.

Dated: 9-18-12.


By: 

MIKE ROTHMAN
Commissioner

85 7th Place East, Suite 500
St. Paul, MN 55101
Telephone: (651) 296-2488

CONSENT TO ENTRY OF ORDER

The undersigned, Hannah Noel Perlich, states that she has read the foregoing Consent Order; that she knows and fully understands its contents and effect; that she has been advised of her right to a hearing; that she has been represented by legal counsel in this matter; or that she has been advised of her right to be represented by legal counsel and that she has waived this right; and that she consents to entry of this Order by the Commissioner of Commerce. It is further expressly understood that this Order constitutes the entire settlement agreement between the parties hereto, there being no other promises or agreements, either express or implied.

By: 

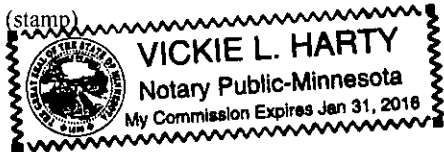
Hannah Noel Perlich

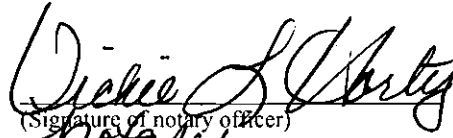
STATE OF MN

COUNTY OF Ramsey

Signed or attested before me on September 10, 2012 (date)

by Hannah Perlich (name(s) of person(s)).





(Signature of notary officer)
Notary
Title (and Rank)
My Commission expires: 1/31/2016

UNITED STATES DISTRICT COURT
 DISTRICT OF MINNESOTA
 Criminal No.: 11-202 (RHK/AJB)

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	PLEA AGREEMENT AND
)	SENTENCING STIPULATIONS
HANNAH NOEL PERLICH,)	
)	
Defendant.)	

The United States of America and Hannah Noel Perllich (hereinafter referred to as the "defendant") agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the United States Attorney's Office for the District of Minnesota. This agreement does not bind any other United States Attorney's Office or any other federal or state agency.

1. Charges. The defendant agrees to plead guilty to Count 2 of the Indictment, which charges the defendant with wire fraud, namely a mortgage fraud scheme, in violation of Title 18, United States Code, Section 1343. The United States agrees to dismiss the remaining counts of the Indictment as to the defendant at the time of sentencing.

2. Factual Basis.

From in or about November 2005 through in or about September 2006, the defendant, along with others, participated in a scheme to defraud and to obtain money by means of false and fraudulent pretenses, in violation of 18 U.S.C. § 1343.

22

OCT 06 2011
 FILED _____
 RICHARD D. SLETYEN, CLERK
 JUDGMENT ENTERED _____
 DEPUTY CLERKS INITIALS _____

Attachment A

The defendant, was a loan officer at St. Joseph's Financial and later at Legacy Lending, mortgage brokerage companies licensed under the laws of the State of Minnesota. While acting as a loan officer, or directing or overseeing the actions of others, defendant participated in a scheme whereby concealed payments from mortgage loan proceeds were diverted to buyers of real properties and other individuals through the use of fraudulent underwriting and closing documentation. As a loan officer, the defendant caused fraudulent loan application documentation to be provided to potential lenders for purposes of loan underwriting. The fraudulent documentation misrepresented the true terms of the proposed transaction. Among other things, the documentation falsely overstated the true purchase price to be paid by a buyer for a real property (typically, a residence), falsely overstated the income from the borrowers, falsely stated that the residences were to be owner-occupied, and concealed payments that were to be made from the loan proceeds to the buyer and other individuals, including the defendant.

The false representations were material. The defendant acknowledges that the lenders rely on the actual purchase price paid by the buyer to assure that the loan is fully collateralized by real property of a sufficient value. The defendant also acknowledges that the lenders had loan standards that did not permit payments of loan proceeds to buyers.

Attachment A

Based on the fraudulent documentation, the proposed loans were approved. After the loan was approved based on the fraudulent underwriting package provided by the defendant, the lender would disburse loan proceeds to a title company. The defendant then worked with a closing agent to execute the fraudulent scheme by disbursing the funds in a manner other than what was understood by the lender. Namely, concealed payments were made to the buyer and other third parties, including the defendant.

In every transaction, in addition to concealed payments made to others, the defendant and Legacy Lending received substantial fees for arranging the fraudulent transactions.

The defendant participated in the scheme in approximately 5 separate real estate transactions. In these transactions, worth approximately \$2.8 million in total loan proceeds, there were at least \$350,000 in fraudulent, concealed payments made.

In or about January 2006, in order to effect the scheme, the defendant did knowingly transmit and cause to be transmitted in interstate commerce, by means of wire communications, certain signals and sounds, all in violation of Title 18, United States Code, Sections 2 and 1343, namely a false 1003 loan application form in connection with the purchase of a residence located at 49XX Logan Avenue South, Minneapolis, Minnesota; in the name of JXXX GXXXXXX.

Attachment A

3. Waiver of Pretrial Motions. The defendant understands and agrees that she has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file pre-trial motions in this case.

4. Statutory Penalties.

The parties agree that Count 2 of the Indictment carries statutory penalties of:

- a. a term of imprisonment of up to 20 years;
- b. a criminal fine of up to \$250,000.00;
- c. a term of supervised release of up to three years;
- d. a special assessment of \$100.00, which is payable to the Clerk of Court prior to sentencing; and
- e. the costs of imprisonment and/or supervision.

5. Revocation of Supervised Release. The defendant understands that, if she were to violate any condition of supervised release, she could be sentenced to an additional term of imprisonment up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

6. Guideline Calculations. The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, et seq. The parties also acknowledge that the Court will utilize the

Attachment A

United States Sentencing Guidelines (those effective November 1, 2010) to determine the appropriate sentence and stipulate to the following guideline calculations:

- a. Base Offense Level. The parties agree that the base offense level for these offenses is 7. (U.S.S.G. § 2B1.1).
- b. Specific Offense Characteristics. The parties agree that the offense level should be increased by 12 levels, because the loss was between \$200,000 and \$400,000. (U.S.S.G. § 2B1.1(b)(1)(G)). The parties have no further agreements as to the applicability of any other specific offense characteristics.
- c. Chapter Three Enhancements. The parties agree that the offense level should be reduced by two (2) levels because she played a minor role in the offense. U.S.S.G. § 3B1.2(b). The government may argue that the offense level should be increased by two (2) levels for special skill/abuse of trust (U.S.S.G. § 3B1.3); the defendant disagrees with this enhancement. There are no further agreements as to the applicability of any other Chapter Three Enhancements.
- d. Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 3-level reduction for acceptance of responsibility and to make any appropriate motions with the Court. However, the defendant understands and agrees that this recommendation is conditioned upon the following: (i) the defendant testifies truthfully during the change of plea hearing, (ii) the defendant cooperates with the Probation Office in the pre-sentence investigation, (iii) the defendant commits no further acts inconsistent with acceptance of responsibility, and (iv) the defendant complies with this agreement, fully identifies all assets and makes good faith efforts to make restitution to her victims. (U.S.S.G. § 3E1.1). The parties agree that other than as provided for herein no other Chapter 3 adjustments apply.

Attachment A

- e. Criminal History Category. Based on information available at this time, the parties believe that the defendant's criminal history category is a I. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. Defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing.
- f. Guideline Range. If the offense level is 14, and the criminal history category is I, the Sentencing Guidelines range is 15-21 months imprisonment.
- g. Fine Range. If the adjusted offense level is 14, the fine range is \$4,000.00 to \$40,000.00. (U.S.S.G. § 5E1.2(c)(3)). There is no agreement between the parties as to whether or in what amount a fine should be imposed.
- h. Supervised Release. The Sentencing Guidelines require a term of supervised release of between two and three years. (U.S.S.G. § 5D1.2).
- i. Departures and Sentencing Recommendations. The parties reserve the right to make a motion for a departure and/or variance from the applicable guidelines range.

7. Discretion of the Court. The foregoing stipulations are binding on the parties, but do not bind the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court may make its own determination regarding the applicable guideline factors and the applicable criminal history category. The Court may also depart from the applicable guidelines. If the Court determines that the applicable guideline calculations or the defendant's criminal history category is

different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

8. Special Assessments. The Guidelines require payment of a special assessment in the amount of \$100.00 for each felony count of which the defendant is convicted. U.S.S.G. § 5E1.3. The defendant agrees to pay the special assessment prior to sentencing.

9. Restitution. The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. §3663A, applies and that the Court is required to order the defendant to make restitution to the victim of her crime.

The defendant represents that she will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which she has any right, title, or interest. The defendant agrees to assist the United States in identifying, locating, returning, and transferring assets for use in payment of restitution and fines ordered by the Court. The defendant represents that the financial statement provided to the United States Attorney's Office is accurate, truthful and complete.

10. Forfeiture. The government reserves its right to proceed against any of the defendant's assets if said assets represent real or personal property involved in violations of the laws of the United States or are proceeds traceable to such property.

11. Cooperation. The defendant has agreed to cooperate with law enforcement authorities in the investigation and prosecution of other suspects. This cooperation includes, but is not limited to, being interviewed by law enforcement agents and testifying truthfully at any trial or other proceeding involving such suspects. If the defendant cooperates fully and truthfully as required by this agreement and thereby renders substantial assistance to the government, the government will, at the time of sentencing, move for a downward departure pursuant to 18 U.S.C. § 3553(e) and Guideline Section 5K1.1. The government also agrees to make the full extent of the defendant's cooperation known to the Court. The defendant understands that the government, not the Court, will decide whether the defendant has rendered substantial assistance. The government will exercise its discretion in good faith. The defendant also understands that there is no guarantee the Court will grant any such motion for a downward departure, and that the amount of any downward departure is within the Court's discretion. In the event the government does not make or the Court does not grant such a motion, the defendant may not withdraw her plea based upon that ground. Finally, the defendant understands that the government is not required to accept any tendered cooperation on the defendant's part. If the government, in its sole discretion, chooses not to accept tendered cooperation, the defendant will not receive a sentence reduction for such tendered

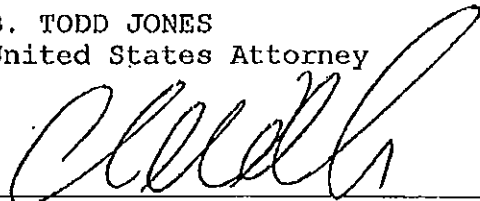
cooperation and will not be allowed to withdraw from the plea agreement based upon that ground.

12. Waiver of Appeal. The defendant understands that 18 U.S.C. Section 3742 affords the defendant the right to appeal the sentence imposed in this case. Acknowledging this right, and in exchange for the concessions made by the United States in this plea agreement, the defendant hereby waives all rights conferred by 18 U.S.C. Section 3742 to appeal the length of her sentence, unless the sentence exceeds 21 months. The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

13. Complete Agreement. This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings.

Date: 10/6/2011

B. TODD JONES
United States Attorney



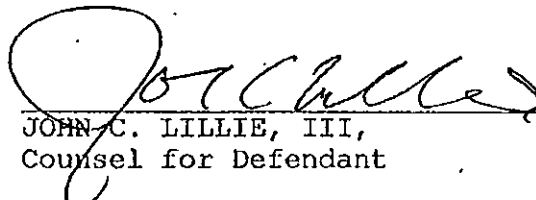
BY: CHRIS S. WILTON
Assistant U.S. Attorney

Date: 10/6/11



HANNAH NOEL PERLICH,
Defendant

Date: 10/6/11



JOHN C. LILLIE, III,
Counsel for Defendant