

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

THE STATE OF ARIZONA,

Plaintiff,

-v-

ZAVIER KAY HAFIZ, AKA XAVIER
HAFIZ DEANDA, AKA HAFIZ K.
SANAD-DEANDA (001)
DOB: 11/17/1983,

Defendant.

No. CR 2013-002612-001 DT

PLEA AGREEMENT

FILED
BY MICHAEL K. JEANES, Clerk
11/17/13

The State of Arizona and the defendant hereby agree to the following disposition of this case:

Plea: The defendant agrees to plead GUILTY to:

Count 1: Fraudulent Schemes & Artifices, a class 2 felony, in violation of A.R.S. §§13-2301,-2310,-301,-302,-303,-304,-305,-306,-604,-701,-702,-702.01,-708,-801,-811 committed on or between December 12, 2011 and January 27, 2012.

These are non-dangerous, non-repetitive offenses under the criminal code.

Terms: On the following understandings, terms and conditions:

1. The crime carries a presumptive sentence of 5 years; a minimum sentence of 4 years (3 years if trial court makes exceptional circumstances finding), and a maximum sentence of 10 years (12.5 years if trial court makes exceptional circumstances finding). Probation is available. Restitution of economic loss to the victim and waiver of extradition for probation revocation procedures are required. The maximum fine that can be imposed is \$150,000 fine amount plus an 83% surcharge (plus a \$20.00 probation surcharge and a penalty assessment of \$13.00). If the defendant is sentenced to prison, the defendant shall also be sentenced to serve a term of community supervision equal to one-seventh of the prison term to be served consecutively to the actual period of imprisonment. If the defendant fails to abide by the conditions of community supervision, the defendant can be required to serve the remaining term of community supervision in prison. Special conditions regarding sentence imposed by statute (if any) are: Pursuant to A.R.S. § 13-610, the defendant must submit to Deoxyribonucleic Acid (DNA) testing for law enforcement identification purposes.

2. The parties stipulate to the following additional terms: The defendant shall be sentenced to the Department of Corrections for a period of six (6) years. The Defendant shall pay restitution to the victims listed in Exhibit A in the amounts listed in Exhibit A for a total restitution amount of \$3,554,838.40. The defendant shall have no contact with the victims. In the event the defendant obtains any monetary recovery from any lending institution for liability arising from, but not limited to, trustee sales and / or foreclosure sales on properties subject to the interests of the victims identified in Exhibit A, the defendant agrees to transfer said monies to the Clerk of the Court for payment of restitution in a pro rata amount to any victims whose property related to such lending institutions. The penalty assessment shall be paid to the Maricopa County Treasurer, pursuant to A.R.S. §12-116.04. For purposes of A.R.S. §12-116.04, the investigating agency was the Federal Bureau of Investigation.
Defendant agrees with the factual basis attached to this Plea Agreement.

3. The following charges are dismissed, or if not yet filed, shall not be brought against the defendant: Counts 2, 3 & 4; Allegation of Value/Property in Excess of \$100,000; Allegation of A.R.S. §13-703. The State agrees not to bring charges against the defendant arising out of the transactions involving the victims listed in Exhibits A and B. The State further agrees not to bring charges against Jesse Garcia, Martha Garcia, Patricia Peralta, Brenda Pareya, Jesse DeAnde, Sr., Connie Deathridge, Oscar Rodriguez, Jasmine Whisenton and Jasmine Flores arising out of the transactions involving the victims listed in Exhibit A.

4. This agreement serves to amend the complaint or information, to charge the offense to which the defendant pleads, without the filing of any additional pleading. However, if the plea is rejected by the court or withdrawn by either party, or if the conviction is subsequently reversed, the original charges and any charges that are dismissed by reason of this plea agreement are automatically reinstated.

5. If the defendant is charged with a felony, he hereby waives his rights to a preliminary hearing or other probable cause determination on the charges to which he pleads. The defendant agrees that this agreement shall not be binding on the State should the defendant be charged with or commit a crime between the time of this agreement and the time for sentencing in this cause; nor shall this agreement be binding on the State until the State confirms all representations made by the defendant and his attorney, to-wit: Defendant avows that he has no more than two prior felony convictions and that he was on probation at the time of this offense.

If the defendant fails to appear for sentencing, the court may disregard the stipulated sentence and impose any lawful sentence which is the same as or exceeds the stipulated sentence in the plea agreement. In the event the court rejects the plea, or either the State or the defendant withdraws the plea, the defendant hereby waives and gives up his right to a preliminary hearing or other probable cause determination on the original charges.

6. Unless this plea is rejected by the court or withdrawn by either party, the defendant hereby waives and gives up any and all motions, defenses, objections, limitation periods or requests which he has made or raised, or could assert hereafter, to the court's entry of judgment against him and imposition of a sentence upon him consistent with this agreement. By entering this agreement, the defendant further waives and gives up the right to appeal.

7. The parties hereto fully and completely understand and agree that by entering into a plea agreement, the defendant consents to judicial fact-finding by preponderance of the evidence as to any aspect or enhancement of sentence, and that any sentence either stipulated to or recommended herein in paragraph two is not binding on the court. In making the sentencing determination, the court is not bound by the rules of evidence. If after accepting this plea the court concludes that any of the plea agreement's provisions regarding the sentence or the term and conditions of probation are inappropriate, it can reject the plea. If the court decides to reject the plea agreement provisions regarding the sentencing, it must give both the state and the defendant an opportunity to withdraw from the plea agreement. In case this plea agreement is withdrawn, all original charges will automatically be reinstated. The defendant in such case waives and gives up his right to a probable cause determination on the original charges.

8. I understand that if I am not a citizen of the United States that my decision to go to trial or enter into a plea agreement may have immigration consequences. Specifically, I understand that pleading guilty or no contest to a crime may affect my immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. My plea or admission of guilt could result in my deportation or removal, could prevent me from ever being able to get legal status in the United States, or could prevent me from becoming a United States citizen. I understand that I am not required to disclose my legal status in the United States to the court.

9. If the court decides to reject the plea agreement provisions regarding sentencing and neither the State nor the defendant elects to withdraw the plea agreement, then any sentence either stipulated to or recommended herein in paragraph 2 is not binding upon the court, and the court is bound only by the sentencing limits set forth in paragraph 1 and the applicable statutes.

10. This plea agreement does not in any way compromise, or provide any protection or defense with regard to, any civil action, whether by or on behalf of a victim or any government entity, and whether previously or later filed, including but not limited to an action pursuant to A.R.S. Title 13, Chapter 23 or §§ 13-4301, -4315; nor does it abrogate or limit the provisions of A.R.S. § 13-2314(H) or A.R.S. § 13-4310(C), or in any other way adversely affect the State in any current or future forfeiture proceeding or other civil action pursuant to A.R.S. § 13-2314, §§ 13-4301, -4315, or § 32-1993, if applicable.

11. I have read and understand all of the provisions, on all of the pages, of this agreement, and I have discussed the case and my constitutional rights with my lawyer. I understand that, by pleading guilty, I will be waiving and giving up my right to a determination of probable cause, to a trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my behalf, my right to remain silent, my privilege against self-incrimination, presumption of innocence, my right to a determination by a jury of any fact used to impose a sentence within the sentencing range, and my right to appeal. I agree to enter my plea as indicated above on the terms and conditions set forth herein. I fully understand that if, as part of this plea agreement, I am granted probation by the court, the terms and conditions thereof are subject to modification at any time during the period of probation. I understand that if I violate any of the written conditions of my probation, my probation may be terminated and I can be sentenced to any term or terms stated above in paragraph one, without limitation.

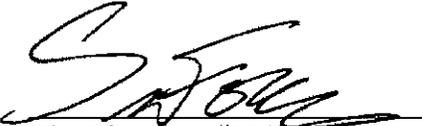
I have personally and voluntarily placed my initials in each of the above boxes and signed the signature line below to indicate I read and approved all of the previous paragraphs in this agreement, both individually and as a total binding agreement.

Date 05-07-15

Defendant 
Zavier Kay Hafiz, DOB: 11/17/1983

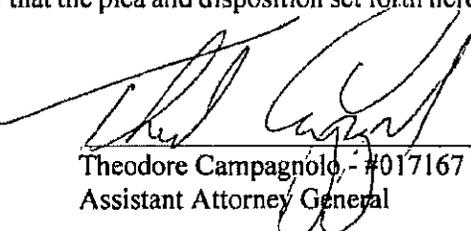
I have discussed this case with my client in detail and advised him of his constitutional rights and all possible defenses. I believe that the plea and disposition set forth herein are appropriate under the facts of this case. I concur in the entry of the plea as indicated above and on the terms and conditions set forth herein.

Date 5-7-15


Alan Simpson - #006205
Sean Forrester - #27469
Defense Counsel

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

Date 5/7/15

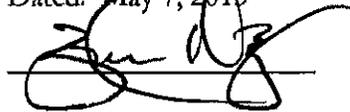

Theodore Campagnolo - #017167
Assistant Attorney General

FACTUAL BASIS

Zavier Hafiz, doing business as ZK Group, marketed homes to persons who were generally unsophisticated real estate buyers. ZK Group, in conducting sales and closings, did not utilize a traditional title company which would close the transactions and related loans, and issue a title insurance policy to the buyer. ZK Group would generally finance the sale but, in so doing, failed to clearly identify the existence of pre-existing liens on the properties which it sold.

On or between December 12, 2011 through January 27, 2012 Xavier Hafiz through ZK Group negotiated and then sold a home to Alberto Sanchez. The negotiations and closing occurred in Phoenix, Maricopa County, AZ. In the negotiation and sale process, defendant through ZK Group failed to disclose the existence of a pre-existing lien on the property sold to Sanchez; this was a knowing omission of a material fact. Sanchez provided monies to defendant and ZK Group, thereby benefitting defendant and ZK Group. Sanchez provided these monies in reasonable reliance that there were no other senior lienholders who had an interest in the property. Sanchez learned of the pre-existing senior lien only after purchasing the property.

Dated: May 7, 2015

A handwritten signature in black ink, appearing to read "Zavier Kay Hafiz", is written over a horizontal line.

Zavier Kay Hafiz

Zavier Kay Hafiz
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 Exhibit A to Plea Agreement

Victim Name	Victim Loss
Joel Martinez	\$31,500.00
Alfredo Palacios Lopez	\$47,066.76
Rosa Mendoza Tarazon-Montero	\$59,860.08
Anna Maria Torres	\$14,882.00
Ulises Garcia Piedra and Sandra Vargas	\$24,935.57
Sandra Paredes	\$10,628.90
Robert Perry/Atty Kent Millward	\$62,370.72
Carole Knowles	\$19,533.28
Santos Flores	\$50,989.84
Hector Martin Aguilera/Santana Santos	\$65,206.24
Gorge Favio Zapien Jaime/Erika Barajas	\$14,400.00
Adalberto Coronado	\$70,000.00
Jessica and Jasmine Flores	\$5,000.00
Jose and Judy Rodriguez	\$42,456.00
Pablo Gonzalez and Arcelia Hernandez	\$27,272.64
Martha Garcia	\$10,000.00
David Eager	\$50,000.00
Steven Lopez	\$96,147.00
Armondo Fundora	\$59,339.65
Isela Lopez-Bon	\$14,738.33
Robert Adamo (Robert Michael LLC)/Atty Jeff Erhart	\$1,323,200.00
Darrel & Kimberly Williams	\$68,000.00
Edi Molina	\$29,750.00
Micaela Camberos/Atty Franklin Mead	\$50,929.99
Brandon Williams	\$65,000.00
Angelica Lucia Ingram	\$45,000.00

Zavier Kay Hafiz
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Exhibit A to Plea Agreement

Victim Name	Victim Loss
Tamara Emmett	\$19,962.00
Brian Lavender - Pegasus Land LLC/Angela Sweeney Lynx Auto/ The Loan Store	\$589,989.39
Randall and Teresa Udelman	\$65,000.00
Carolina Zuniga/Leobardo Mendez	\$34,601.52
Jose Luis Carrion and Yolanda Aceves Carrillo	\$23,029.21
Martin and Ricarda Murrieta/Susan Meachum (Remax)	\$5,000.00
Frank DeLevi - Fly Infnlte	\$7,747.00
Carmen Hammer	\$185,647.72
Ally Financial	\$135,654.58
Meridian Bank	\$130,000.00

TOTAL RESTITUTION

\$3,554,838.40

#4427969

Zavier Kay Hafiz
 CR2013-002612-001
 Exhibit B to Plea Agreement

Name
Adalberto Coronado
Alberto Sanchez
Alfonso Larriva (Atlas Capital)
Alfredo Palacios Lopez
Ally Finacial
Angelica Lucia Ingram
Anna Maria Torres
Armondo Fundora
Bertha Ochoa
Brandon Williams
Brian Lavender - Pegasus Land LLC/Angela Sweeney Lynx Auto/ The Loan Store
Carmen Hammer
Carole Knowles
Carolina Zuniga/Leobardo Mendez
Darrel & Kimberly Williams
David Eager
Edi Molina
Felpe Beceril Herrera
Frank DeLevi - Fly Infinite
Gorge Favio Zapien Jaime/Erika Barajas
Guillermo Ortega and Olga Zavaia
Hector Martin Aguilera/Santana Santos (623-980-3667)
Irene Perez
Isela Lopez-Bon
Ishrat, Saad a.k.a. Todd
Jay Gold
Jessica and Jasmine Flores
Joe and Beatrice Vargas
Joel Martinez
John Goodman
Jose and Judy Rodriguez
Jose Luis Carrion and Yolanda Aceves Carrillo
Kyle Rosenfield
Martha Garcia
Martin and Ricarda Murrieta/Susan Meachum (Remax, 623-776-6980)
Meridian Bank
Micaela Camberos/Atty Franklin Mead
Noah Brocius (Capital Fund, LLC)
Pablo Gonzalez and Arcelia Hernandez
Patricia Peralta
Paul Attaway
Randall and Teresa Udelman
Raul Murrieta
Robert Adamo (Robert Michael LLC)/Atty Jeff Erhart
Robert Perry/Atty Kent Millward

	Rosa Mendoza Tarazon-Montero
	Sandra Paredes
	Santos Flores
	Steven Lopez
	Tamara Emmett
	Tomas Lopez
	Ulises Garcia Piedra and Sandra Vargas