

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION

UNITED STATES OF AMERICA)
)
 v.) CRIMINAL NO. 2:12cr110
)
 AMANDA DEESE,)
)
 Defendant.)

STATEMENT OF FACTS

If this case were to proceed to trial, the evidence presented by the United States would establish the following beyond a reasonable doubt:

1. During the period from in or about August 2007 through January 2010, in the Eastern District of Virginia, AMANDA DEESE, the defendant, devised and executed a scheme to defraud Huntington Title & Escrow LLC (Huntington).
2. Huntington was a title insurance company based in Maryland with an office located in Virginia Beach, Virginia. The defendant was the operations and office manager in the Virginia Beach office.
3. The object of the scheme devised by the defendant was to embezzle, steal and knowingly convert to her own use monies belonging to Huntington.
4. It was a part of the scheme that the defendant, without authority, wrote checks on Huntington's checking accounts to pay for personal expenses, including her mortgage and other bills.
5. It was a further part of the scheme and artifice that the defendant made unauthorized wire transfers of funds from Huntington's bank accounts into her own and a family member's

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bank accounts.

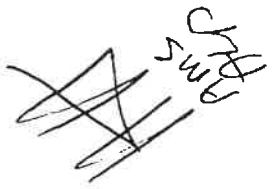
6. It was a further part of the scheme and artifice that the defendant, using a bank card that accessed Huntington's bank accounts at automated teller machines, made unauthorized cash withdrawals of monies from Huntington's accounts.

7. It was a further part of said scheme and artifice that the defendant, without authority, wrote checks on Huntington's checking accounts that were made payable to herself, which she deposited into her own bank accounts.

8. It was further a part of said scheme and artifice that the defendant wrote checks on the Huntington checking account which she deposited into the bank accounts of BSM Management Services, Inc., DNS Notary Services, Inc., and PACD Services, Inc., purportedly to pay said companies for services they had performed for Huntington. In fact, these companies were established and operated by the defendant, and they performed no services for Huntington. The monies belonging to Huntington were thus fraudulently diverted by the defendant into the bank accounts that she had opened and controlled in the names of these companies.

8. As a result of her scheme, the defendant fraudulently obtained approximately \$202,532.97 from Huntington to which she was not entitled and used for her own benefit.

9. As an example of one of the numerous instances in which the defendant misused Huntington funds for her own personal benefit, on or about January 9, 2009, in Virginia Beach, Virginia, the defendant placed in a post office or authorized depository for mail matter, to be sent and delivered by the Postal Service, Check No. 1097, which she drew on Huntington's checking account at Towne Bank and made payable to Sallie Mae in the amount of \$482.82. This check was mailed to Pennsylvania in payment of the defendant's personal loan.




10. On February 13, 2012, agents of the Federal Bureau of Investigation, who were investigating allegations that the defendant had embezzled monies from Huntington, interviewed the defendant at her residence in Virginia Beach. During this interview, the defendant acknowledged that during her employment with Huntington, she wrote checks on Huntington's checking accounts to pay for her personal expenses, but stated that she had a compensation agreement with Huntington that permitted her to do so up to \$3,500.00 per month, over and above her salary. She told the agents that she would provide them with a copy of the compensation agreement.

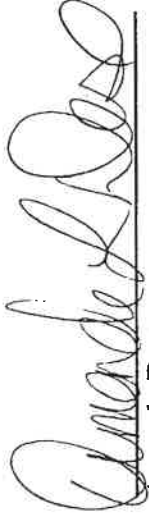
11. On February 24, 2012, the defendant sent to the FBI agents, by electronic mail, a document that purported to be a compensation agreement between herself and the owner of Huntington. This document stated that in addition to her \$40,000 salary, the defendant would receive "an additional amount not to exceed \$3,500 to be paid in personal expenses for Amanda L. Deese by Huntington Title and Escrow, LLC, and a 1099 will be issued for these payments along with the regular W2. These payments shall be the equivalent of a \$10,000 pay increase annually and a productions bonus of \$25 per closed file monthly. The gross amount per month shall not exceed \$3,500."

12. In fact, the statement made by the defendant to the FBI agents that she was permitted to pay for her personal expenses by writing checks on Huntington's account up to \$3,500 per month was false, and the compensation agreement that she subsequently sent to the agents was bogus. There was no such agreement between Huntington and the defendant, and the defendant fabricated the document that she sent to the agents in an attempt to obstruct and impede their investigation.

Neil H. MacBride
United States Attorney

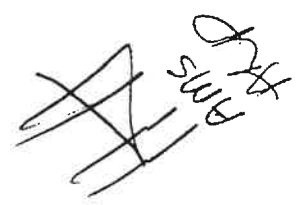
By: 
Alan M. Salsbury
Assistant United States Attorney

I hereby stipulate that the above Statement of Facts is true and accurate, and that if this case had proceeded to trial, the United States would have proved the same beyond a reasonable doubt.


Amanda Deese

I have reviewed the above Statement of Facts with Amanda Deese and her decision to stipulate to the accuracy of these facts is an informed and voluntary one.


William L. Taliaferro, Jr.
Counsel for the defendant


AMS
8/2/12