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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
08-20569-CR-COOKE/BANDSTRA
CASE NO.

18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 1344
18 U.S.C. § 2

UNITED STATES OF AMERICA

v.

LAZARO A. QUINTANA and
MICHELLE ACEVEDO,

Defendants.

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. National City Bank of Indiana ("National City Bank") was both a federally regulated national banking association, the accounts of which were insured by the Federal Deposit Insurance Corporation, and a "financial institution" as that term is defined in Title 18, United States Code, Section 20.

2. First Franklin Financial Corporation ("First Franklin") was a Delaware corporation, headquartered in San Jose, California, which was engaged in the business of mortgage lending throughout the United States, including the State of Florida, and which conducted the mortgage lending activities of National City Bank as its wholly-owned subsidiary.

3. SunTrust Bank was both a federally regulated national banking association, the accounts of which were insured by the Federal Deposit Insurance Corporation, and a “financial institution” as that term is defined in Title 18, United States Code, Section 20.

4. SunTrust Mortgage, Inc. (“SunTrust Mortgage”) was a Virginia corporation, headquartered in Richmond, Virginia, which was engaged in the business of mortgage lending throughout the United States, including the State of Florida, and which conducted the mortgage lending activities of SunTrust Bank as its wholly-owned subsidiary.

5. Washington Mutual Bank (“Washington Mutual”) was both a federally regulated savings bank, the accounts of which were insured by the Federal Deposit Insurance Corporation, and a “financial institution” as that term is defined in Title 18, United States Code, Section 20. Washington Mutual engaged in the business of mortgage lending throughout the United States, including the State of Florida.

5. Impac Funding Corporation (“Impac Funding”), a mortgage lender which did business as “Impac Lending Group,” was a California corporation headquartered in Newport Beach, California, and was engaged in the business of mortgage lending throughout the United States, including the State of Florida.

6. LoanCity, a mortgage lender, was a California corporation headquartered in San Jose California, and was engaged in the business of mortgage lending throughout the United States, including the State of Florida.

7. A Uniform Residential Loan Application, commonly referred to as a “mortgage loan application” or a “Form 1003,” was universally utilized and relied upon by most financial institutions and mortgage lenders in connection with the process of approving a mortgage loan to a proposed

borrower. The mortgage loan application required the borrower applicant to supply pertinent information which routinely addressed the following matters, among others, each of which was material in determining whether to approve the proposed loan which the borrower was seeking: (1) the purpose for which the borrower would make use of the proceeds of the proposed loan; (2) whether the borrower intended to occupy any property purchased with the proceeds of the proposed loan as a primary residence or merely for the purpose of investment; (3) whether the borrower rented his or her current residence and, if rented, the amount of monthly rent paid by the borrower; (4) the borrower's present employer and position (or the nature of the borrower's source of employment if self-employed); (5) the borrower's current employment-related income received on a monthly basis; (6) the portion of the property purchase price, if any, which the borrower proposed to pay from his or her own funds without reliance upon the proceeds of the proposed loan; and (7) the amount of funds which the borrower then had available on deposit in his or her bank accounts.

8. The term "closing" is used in the real estate industry to refer to the event at which the legal transfer of real estate from seller to buyer formally takes place and the point at which funds are transferred between the various parties, such as from the lending institution to the buyer, or to the seller on the buyer's behalf, which transfer is often accomplished by temporarily passing the funds through an intermediary commonly referred to as a "settlement agent" or "title company."

9. The term "lenders" is used throughout the remainder of this Indictment to refer collectively to the mortgage lenders and financial institutions set forth in preceding paragraphs 1-6, each of which extended mortgage loans and disbursed mortgage loan proceeds to fund or refinance the purchases of properties involved in the conspiracy and fraudulent scheme described herein.

COUNT 1
CONSPIRACY TO COMMIT WIRE AND FINANCIAL INSTITUTION FRAUD
(18 U.S.C. § 1349)

1. Paragraphs 1 through 9 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From at least as early as in or around December, 2002 and continuing through in or around May, 2007, in Miami-Dade and Monroe Counties, in the Southern District of Florida, as well as Collier County in the Middle District of Florida, and elsewhere, the defendants,

LAZARO A. QUINTANA and
MICHELLE ACEVEDO,

together with others known and unknown to the Grand Jury, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly, combine, conspire, confederate and agree with each other and with persons known and unknown to the grand jury, to commit an offense against the United States, that is to,

a. knowingly, and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and transmit and cause to be transmitted wire communications in interstate commerce, for the purpose of executing the scheme and artifice, in violation of Title 18, United States Code, Section 1343;

b. knowingly, and with intent to defraud, execute and attempt to execute, and cause the execution of, a scheme and artifice to defraud a financial institution, which scheme and artifice would employ a material falsehood, and to knowingly execute, and attempt to execute, and cause the

execution of, a scheme and artifice to obtain money and funds owned by, and under the custody and control of, a financial institution by means of false and fraudulent pretenses, representations, and promises relating to a material fact, in violation of Title 18, United States Code, Sections 1344 (1).

PURPOSE OF THE CONSPIRACY

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) engaging in the sale and purchase of residential real estate properties and, in connection therewith, providing materially false and fraudulent statements and information included in the mortgage loan applications to which the defendants had subscribed, as well as included in related certifications and substantiating documentation attendant to those same mortgage loan applications, which the defendants would submit and cause to be submitted to the lenders, thereby causing the lenders to approve and fund the loans which the defendants sought, and to disburse the loan proceeds to the defendants (or to other individuals or lending institutions on behalf of the defendants), and thereby (b) obtaining money and property through fraud and material false statements, both for the defendants' personal use and benefit and so as to further their fraudulent scheme.

MANNER AND MEANS OF THE CONSPIRACY

In developing, conducting, and furthering the conspiracy, so as to accomplish its unlawful objects and purpose, **LAZARO A. QUINTANA** and **MICHELLE ACEVEDO** utilized the below-described manner and means, and would engage, and did engage, in the following activities, among others:

4. **LAZARO A. QUINTANA** and **MICHELLE ACEVEDO** would enter into purchase and sale transactions with respect to residential properties located in Miami-Dade, Collier, and Monroe Counties, during the course of which **QUINTANA** would, at certain times, be the one to purchase the subject property while, at other times, **ACEVEDO** would be the one who would conduct the purchase. Moreover, in one instance, **ACEVEDO** would sell the subject property to **QUINTANA**, while on still other occasions, **QUINTANA** would sell the subject property to one of a number of other individuals.

5. In order to fund these real estate purchase transactions, the defendants would, upon each occasion, apply for a first mortgage loan or, at times, a first and concurrently extended second mortgage loan, from one of the lenders.

6. In order to initiate the process of applying for a first mortgage loan (or a concurrently extended first and second mortgage loan) in connection with the sale or purchase of each of the subject properties, the defendants would submit, and cause to be submitted, mortgage loan applications, in a singular borrower and, at times, joint co-borrower capacity, which applications would contain pertinent information of a material nature which the defendants knew would be taken into consideration by the lender in determining whether to extend the requested mortgage loan (or loans) to the defendants.

7. In each instance, the submitted mortgage loan applications contained varying degrees of false, fictitious and fraudulent information concerning one or more of the material matters outlined in paragraph seven of the General Allegations section of this Indictment, and as further described in the paragraphs which follow.

8. Between on or about December 6, 2002 and January 10, 2003, **LAZARO A. QUINTANA** and **MICHELLE ACEVEDO** would seek to obtain, and did obtain, mortgage refinancing loans totaling approximately \$320,000.00 from Impac Funding in connection with their investment property situated at 6003 SW 59th Street, Miami, Florida. Within their signed joint mortgage loan application, the defendants falsely asserted that they were then living in this property as their primary residence and intended to occupy the property as such in the future, as well as setting forth other materially false statements concerning **LAZARO A. QUINTANA's** claimed place of employment, employment tenure and history, and the amount of his employment-related monthly income.

9. Between on or about March 31, 2004 and May 12, 2004, in connection with property situated at 5900 SW 61st Avenue, Miami, Florida, which **LAZARO A. QUINTANA** had contracted on or about March 31, 2004 to purchase for the sum of \$366,500.00, **QUINTANA** would seek to obtain, and did obtain, mortgage loans totaling \$366,500.00 from First Franklin. Within his signed mortgage loan application, **LAZARO A. QUINTANA** falsely asserted that he intended to occupy the property as his primary residence, as well as setting forth other materially false statements concerning his current place of employment and tenure and his history of past employment, as well as the amount of his current employment-related monthly income.

10. Between on or about May 28, 2004 and July 9, 2004, in connection with property situated at 6400 SW 63rd Avenue, Miami, Florida, which **MICHELLE ACEVEDO** had contracted on or about May 28, 2004 to purchase for the sum of \$410,000.00, **ACEVEDO** would seek to obtain, and did obtain, mortgage loans totaling \$369,000.00 from First Franklin. Within her mortgage loan application, which was signed by both **LAZARO A. QUINTANA** and **MICHELLE**

ACEVEDO, it was falsely asserted that **ACEVEDO** would occupy the property as her primary residence, as well as setting forth other materially false statements concerning defendant **ACEVEDO**'s claimed place of employment and tenure, as well as the amount of her current employment-related monthly income.

11. Between on or about February 17, 2006 and June 13, 2006, in connection with property situated at 8241 SW 180th Street, Miami, Florida, which **LAZARO A. QUINTANA** had contracted on or about February 17, 2006 to purchase for the sum of \$844,000.00, **QUINTANA** would seek to obtain, and did obtain, mortgage loans totaling \$844,000.00 from LoanCity. Within his signed mortgage loan application, **QUINTANA** set forth materially false statements concerning the amount of his claimed employment-related monthly income, the amount of funds he then claimed to have on deposit in a bank account, and the location of his current primary residence, as well as falsely asserting that he was then renting the location at which he resided and paying rent in a false amount which he specified.

12. Between on or about July 21, 2006 and September 22, 2006, in connection with property situated at 160 Leeward Court, Marco Island, Florida (the "Leeward Court Property"), which **MICHELLE ACEVEDO** had contracted to purchase on July 21, 2006 for the sum of \$895,000.00, **ACEVEDO** would seek to obtain, and did obtain, mortgage loans totaling \$895,000.00 from SunTrust Mortgage. Within her signed mortgage loan application, **ACEVEDO** falsely asserted that she would occupy the property as a residence, as well as setting forth other materially false statements concerning the nature of her claimed self-employment and its status as a source of self-employment-related income, as well as the amount of funds which she claimed to have on deposit in a bank account.

13. Between on or about October 30, 2006 and November 7, 2006, in connection with **MICHELLE ACEVEDO's** then recently purchased Leeward Court Property, which **LAZARO A. QUINTANA** by this time had subsequently contracted to purchase on or about October 30, 2006 from **MICHELLE ACEVEDO** for the sum of \$1,500,000.00, **QUINTANA** would seek to obtain, and did obtain, mortgage loans totaling \$1,200,000.00 from Washington Mutual, all the while representing to Washington Mutual that he would contribute his own funds in order to make up the additional 20% (approximating the sum of \$300,000.00), which would be necessary to effectuate the purchase of the property at the agreed-upon contract price. Within his signed mortgage loan application, **QUINTANA** falsely asserted that he would occupy the property as his primary residence and that he was then renting the location at which he currently resided and paying rent in a false monthly amount which he specified. **QUINTANA**, also set forth, in this same mortgage loan application, other materially false statements concerning the amount of his self-employment-related monthly income and the amount of funds he claimed to have on deposit in a bank account.

14. On or about November 7, 2006, in connection with the real estate closing of the Leeward Property transaction, **LAZARO A. QUINTANA** and **MICHELLE ACEVEDO** secretly supplied the sum of \$528,695.80, consisting of **ACEVEDO's** "seller's" net disbursement or profit on the transaction, to **LAZARO A. QUINTANA**, the stated "purchaser" in this transaction. These funds had originally been supplied earlier that same morning by wire transfer from Washington Mutual to the settlement agent for the purpose of subsidizing **QUINTANA's** purchase payment obligations to **ACEVEDO** and were, thus, derived from the loan proceeds disbursed by Washington Mutual on **QUINTANA's** behalf in connection with his mortgage loan. Once the funds had been prematurely disbursed by the settlement agent in this manner to a joint bank account of

QUINTANA and **ACEVEDO, QUINTANA** used these same funds to make the payment of his own closing costs, by means of a cashier's check purchased with these funds, in the amount of \$278,043.79 which he thereafter supplied to the settlement agent.

15. Through the above fraudulent mechanism, Washington Mutual was induced into approving its loan to **LAZARO A. QUINTANA** in the amount of \$1,200,000, all the while being fraudulently led to believe that its borrower, **QUINTANA**, intended to supply, and did supply, approximately \$300,000.00 of his own funds (or 20% toward the \$1,500,000.00 cost of acquiring the Leeward Property) when, in reality, no funds other than Washington Mutual loan proceeds were utilized in this transaction, thus resulting in Washington Mutual unknowingly subsidizing the entire cost of **QUINTANA's** Leeward Property purchase.

16. Between on or about October 12, 2006 and November 29, 2006, in connection with property situated at 122 Lorelane in Key Largo, Florida (the "Lorelane Property"), which **MICHELLE ACEVEDO** had contracted on or about October 12, 2006 to purchase for the sum of \$1,350,000.00, **ACEVEDO** would seek to obtain, and did obtain, mortgage loans totaling \$1,350,000.00 from LoanCity. Within her signed mortgage loan application, **ACEVEDO** set forth materially false statements concerning her claimed self-employment status, and the location of her claimed primary residence, as well as falsely asserting that she was then renting at that same false location and paying rent in a false monthly amount which she specified.

17. Between on or about January 22, 2007 and March 14, 2007, in connection with property situated at 6003 SW 59th Street, Miami, Florida, which **MICHELLE ACEVEDO** had contracted on or about January 22, 2007 to purchase for the sum of \$920,000.00, **ACEVEDO** would seek to obtain, and did obtain, mortgage loans totaling \$920,000.00 from Washington Mutual.

Within her signed mortgage loan application, **ACEVEDO** falsely asserted that she would occupy the property as a residence, as well as setting forth materially false statements concerning her claimed self-employment status, the amount of her alleged self-employment-related monthly income, and the amount of funds which she claimed to have on deposit in a bank account, as well as falsely asserting that she was then renting the location at which she was then residing and paying rent in a false monthly amount which she specified.

18. Between on or about March 8, 2007 and March 29, 2007, in connection with property situated at 481 Bahia Avenue, Key Largo, Florida, which **LAZARO A. QUINTANA** had contracted on or about March 8, 2007 to purchase for the sum of \$1,350,000.00, **QUINTANA** would seek to obtain, and did obtain, mortgage loans totaling \$1,212,474.75 from Washington Mutual. Within his signed mortgage loan application, **QUINTANA** falsely asserted that he would occupy the property as a primary residence, as well as setting forth materially false statements concerning the amount of his claimed self-employment-related monthly income, and the amount of funds which he had on deposit in a bank account.

19. In each of the above-described mortgage lending transactions, the loan proceeds disbursed by the lenders were caused by the defendants to be wired in interstate commerce to the settlement agent's escrow account at a bank in Miami-Dade County, and originating from the lenders' own banking facilities in located in states outside the State of Florida, and thereafter allocated and distributed to the parties involved in the closing of each such real estate purchase and related lending transaction.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2 - 10
WIRE FRAUD
(18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 9 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around December, 2002 and continuing through in or around May, 2007, in Miami-Dade and Monroe Counties, in the Southern District of Florida, the defendants,

LAZARO A. QUINTANA and
MICHELLE ACEVEDO,

did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and transmitting and causing to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, pictures, or sounds for the purpose of executing the scheme and artifice.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was a purpose of the scheme and artifice for the defendants to unlawfully enrich themselves by, among other things: (a) engaging in the sale and purchase of residential real estate properties and, in connection therewith, providing materially false and fraudulent statements and information included in the mortgage loan applications to which the defendants had subscribed, as well as included in related certifications and substantiating documentation attendant to those same mortgage loan applications, which the defendants would submit and cause to be submitted to the lenders, thereby causing the lenders to approve and fund the loans which the defendants sought, and

to disburse the loan proceeds to the defendants (or to other individuals or lending institutions on behalf of the defendants), and thereby (b) obtaining money and property through fraud and material false statements, both for the defendants' personal use and benefit and so as to further their fraudulent scheme.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 19 of Count 1 of this Indictment are realleged and incorporated herein by reference as a description of the scheme and artifice, as well as a description of the material falsehoods through which the scheme and artifice was conducted.

USE OF THE WIRES

5. On or about the dates enumerated as to each count below, the defendants, as specified in each such Count, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communication certain writings, signs, signals, pictures, and sounds:

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF WIRE COMMUNICATION
2	LAZARO A. QUINTANA	June 13, 2006	Wire transfer in the amount of \$681,794.86 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Quintana purchase of property located at 8241 SW 180th Street, Miami, Florida.

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF WIRE COMMUNICATION
3	LAZARO A. QUINTANA	June 13, 2006	Wire transfer in the amount of \$167,153.59 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Quintana purchase of property located at 8241 SW 180th Street, Miami, Florida
4	LAZARO A. QUINTANA and MICHELLE ACEVEDO	September 15, 2006	Wire transfer in the amount of \$724,361.06 from SunTrust Mortgage Richmond, Virginia to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 160 Leeward Court, Marco Island, Florida .
5	LAZARO A. QUINTANA and MICHELLE ACEVEDO	September 15, 2006	Wire transfer in the amount of \$178,019.20 from SunTrust Mortgage Richmond, Virginia to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 160 Leeward Court, Marco Island, Florida .
6	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 7, 2006	Wire transfer in the amount of \$1,193,062.72 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo- to-Quintana sale of property located at Leeward Court, Marco Island, Florida.

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF WIRE COMMUNICATION
7	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 28, 2006	Wire transfer in the amount of \$973,378.45 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 122 Lorelane, Key Largo, Florida
8	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 28, 2006	Wire transfer in the amount of \$320,743.76 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 122 Lorelane, Key Largo, Florida
9	LAZARO A. QUINTANA and MICHELLE ACEVEDO	March 14, 2007	Wire transfer in the amount of \$732,523.86 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 6003 59th Street , Miami, Florida.
10	LAZARO A. QUINTANA	March 28, 2007	Wire transfer in the amount of \$992,024.04 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Quintana purchase of property located at 481 Bahia Avenue, Key Largo, Florida.

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 11-17
FINANCIAL INSTITUTION FRAUD
(18 U.S.C. §§ 1344 and 2)

1. Paragraphs 1 through 5 and 7 through 9 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around December, 2002 and continuing through in or around May, 2007, in Miami-Dade and Monroe Counties, in the Southern District of Florida, the defendants,

LAZARO A. QUINTANA and
MICHELLE ACEVEDO,

knowingly, and with intent to defraud, did execute, and attempt to execute, and cause the execution of, a scheme and artifice to defraud one or more financial institutions, which scheme and artifice employed material falsehood, and did knowingly execute, and attempt to execute, and cause the execution of, a scheme and artifice to obtain moneys and funds owned by, and under the custody and control of one or more financial institutions by means of false and fraudulent pretenses, representations, and promises relating to a material fact, in violation of Title 18, United States Code, Sections 1344 (1) and (2).

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was a purpose of the scheme and artifice for the defendants to unlawfully enrich themselves by, among other things: (a) engaging in the sale and purchase of residential real estate properties and, in connection therewith, providing materially false and fraudulent statements and information included in the mortgage loan applications to which the defendants had subscribed, as well as included in related certifications and substantiating documentation attendant to those same mortgage loan applications, which the defendants would submit and cause to be submitted to the

financial institutions described herein, thereby causing the financial institutions to approve and fund the loans which the defendants sought, and to disburse the loan proceeds to the defendants (or to other individuals or lending institutions on behalf of the defendants), and thereby (b) obtaining money and property in the custody and control of the financial institutions through fraud and material false statements, both for the defendants' personal use and benefit and so as to further their fraudulent scheme.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 19 of Count 1 of this Indictment are realleged and incorporated herein by reference as a description of the scheme and artifice, as well as a description of the material falsehoods through which the scheme and artifice was conducted.

EXECUTION OF THE SCHEME AND ARTIFICE

5. On or about the dates specified as to each Count below, the defendants, as specified in each such Count, did execute the scheme and artifice, and did cause said scheme and artifice to be executed, as more particularly described in each Count set forth below:

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF ACT IN EXECUTION OF THE SCHEME AND ARTIFICE
11	LAZARO A. QUINTANA and MICHELLE ACEVEDO	September 15, 2006	Wire transfer in the amount of \$724,361.06 from SunTrust Mortgage Richmond, Virginia to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 160 Leeward Court, Marco Island, Florida .
12	LAZARO A. QUINTANA and MICHELLE ACEVEDO	September 15, 2006	Wire transfer in the amount of \$178,019.20 from SunTrust Mortgage Richmond, Virginia to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 160 Leeward Court, Marco Island, Florida.
13	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 7, 2006	Wire transfer in the amount of \$1,193,062.72 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo sale of property located at Leeward Court, Marco Island, Florida.

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF ACT IN EXECUTION OF THE SCHEME AND ARTIFICE
14	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 28, 2006	Wire transfer in the amount of \$973,378.45 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 122 Lorelane, Key Largo, Florida
15	LAZARO A. QUINTANA and MICHELLE ACEVEDO	November 28, 2006	Wire transfer in the amount of \$320,743.76 from LoanCity in San Jose, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 122 Lorelane, Key Largo, Florida
16	LAZARO A. QUINTANA and MICHELLE ACEVEDO	March 14, 2007	Wire transfer in the amount of \$732,523.86 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Acevedo purchase of property located at 6003 59th Street , Miami, Florida.
17	LAZARO A. QUINTANA	March 28, 2007	Wire transfer in the amount of \$992,024.04 from Washington Mutual in Stockton, California to Trinity Closing Group, Inc. Trust Account number 0055718272 at Bank Atlantic, in the Southern District of Florida, relating to the Quintana purchase of property located at 481 Bahia Avenue, Key Largo, Florida.

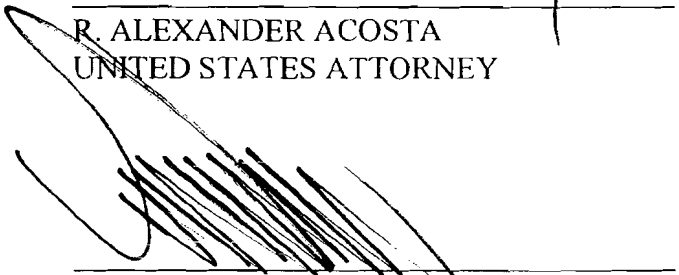
In violation of Title 18, United States Code, Sections 1344 (1) and (2) and 2.

A TRUE BILL

/ FOREPERSON



R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



PETER B. OUTERBRIDGE
ASSISTANT UNITED STATES ATTORNEY