

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. **08-80066 CR-HURLEY**

18 U.S.C. 1343
18 U.S.C. 2
18 U.S.C. 981(a)(1)(C)
18 U.S.C. 982
21 U.S.C. 853
28 U.S.C. 2461

ANN E. VITUNAC
UNITED STATES MAGISTRATE JUDGE

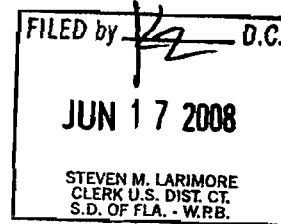
UNITED STATES OF AMERICA,

Plaintiff,

vs.

EVELYN RIVERA,

Defendant.



INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

GENERAL ALLEGATIONS

At all times relevant to this Information:

1. EVELYN RIVERA was the owner of a title company in Wellington, Florida in the Southern District of Florida called Asset Title, LLC.
2. Rookery Park Estates was a condominium building located in Ft. Lauderdale, Florida consisting of 62 total units.
3. Sky Investments, doing business as North Star Lending, Inc. was a correspondent mortgage lender who sold mortgage loans to JP Morgan Chase Manhattan Bank pursuant to a correspondent lending agreement.

4. Guarantee Mortgage Bankers, LLC, located at 4752 N.W. 2nd Avenue, Boca Raton, Florida 33431 was a mortgage brokerage company. A mortgage broker, who was licensed in the State of Florida, "R.D." incorporated and worked at Guarantee Mortgage Bankers, LLC.

5. "M.A." was a property appraiser licensed to appraise properties for the purpose of supporting mortgage applications to be submitted to mortgage lenders.

6. "W.L." registered a business with the State of Florida on or about June 2, 2003, called Sunshine Holistic Healthcare II, Inc. as a Florida for profit corporation with employees providing chiropractic services to the public.

7. "R.M." registered Hubcap and Wheel Warehouse, Inc, a Florida Corporation.

COUNTS 1 AND 2

WIRE FRAUD

1. The allegations contained in paragraphs 1 through 7 of the General Allegations section of this Information are realleged and incorporated as though fully set forth herein.

2. From on or about February 14, 2008 through on or about April 18, 2008, in Palm Beach County, in the Southern District of Florida, and elsewhere, the defendant,

EVELYN RIVERA,

and others, did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, and attempting to do so, knowing that the pretenses, representations and promises were false when made.

OBJECT OF THE SCHEME TO DEFRAUD

3. It was the purpose and object of the scheme to defraud for the defendant and others to

unlawfully enrich themselves by causing the submission of false and fraudulent loan applications and closing documents to lending institutions in order to obtain profits and fees in connection with the purchase of condominium units.

MANNER AND MEANS OF THE SCHEME TO DEFRAUD

The manner and means by which the defendant and others sought to accomplish the purpose of the scheme to defraud included, among others, the following:

4. On or about February 14, 2008, EVELYN RIVERA agreed with a person, "R.M." to purchase 55 condominium units at a condominium development called Rookery Park Estates for a price they believed was less than cost, that is, \$216,083.00 for each unit, with the intention to resell the units for \$399,000.00. On or about February 14, 2008, neither EVELYN RIVERA or "R.M." had the money to purchase 55 condominium units.

5. It was a part of the scheme to defraud that EVELYN RIVERA, owner of Asset Title in Wellington, Florida, and "R.M." agreed that EVELYN RIVERA would create a separate Florida company, ROOKERY PARK ESTATES PH, LLC as a Florida Limited Liability Company in Palm Beach County, Florida, and EVELYN RIVERA would act as the Registered Agent and "Managing Member," so that she could control any money in connection with the 55 condominium units.

6. As evidence of the scheme to defraud, on or about March 18, 2008, EVELYN RIVERA signed a real estate Purchase and Sale Agreement, as attorney in fact for "R.M.," as the buyer of 55 condominium units that were set forth in Exhibit "A" to the contract for a purchase price of \$11,884,565 at the condominium building known as Rookery Park Estates. The seller on the contract was Rookery Park Estates, LLC, a Florida limited liability company. At the time of this contract, neither EVELYN RIVERA or "R.M." had \$11,884,565 to purchase 55 condominium units.

at Rookery Park Estates.

7. Defendant, EVELYN RIVERA, for the purpose of executing the scheme and artifice to defraud, agreed with others to use “straw” buyers to submit loan applications through a mortgage company owned by “R.D.”, called Guarantee Mortgage Bankers, for each of the 55 units at an inflated price of \$399,000.00. Defendant EVELYN RIVERA and others agreed that after the lending institutions funded these loans with the “straw borrowers,” EVELYN RIVERA and the other co-conspirators would pay the \$11,884,565 purchase price for the 55 units and keep any profit for themselves.

8. EVELYN RIVERA agreed with others that she would do the title work on the sale of the individual units at Rookery Park Estates, knowing that these mortgage applications involved “straw purchasers.” EVELYN RIVERA would keep the profit from the title work on the sale of these units.

9. In order to deceive the mortgage lender and to obtain money for the loans on each of the condominium units, EVELYN RIVERA, and others caused to be created mortgage documents which represented the seller of the unit to be “EVELYN RIVERA as Managing Member of Rookery Park Estates PH, a Florida Limited Liability Company, thereby falsely representing that she already owned the condominium unit that was described in each contract, when, as she then and there well knew, she had no ownership interest in the condominium unit described in the contract for sale and purchase.

10. On or about April 18, 2008, EVELYN RIVERA initialed a Housing and Urban Development form HUD-1 representing herself as the seller of a condominium unit at Rookery Park Estates at 5122 NW 30th Lane Unit F4, Ft. Lauderdale, Florida, as Managing Member of Rookery Park Estates, PH LLC, when neither she nor Rookery Park Estates PH LLC had any ownership

interest in any condominium units at Rookery Park Estates.

11. In order to deceive the mortgage lender and to obtain money for the loans on each of the condominium units, the “straw borrowers” made false and fraudulent statements about their employment, income, and bank accounts.

12. On or about April 18, 2008, a person known as M.M., a “straw borrower,” initialed a Housing and Urban Development form HUD-1 representing herself as a legitimate buyer of one of the condominium units, 5122 NW 30th Lane Unit F4, Ft. Lauderdale, Florida, with a contract sales price of \$399,000 and cash from borrower of \$83,171.22, when she did not personally have \$83,171.22 in cash to use as a deposit.

13. On or about April 18, 2008, a person known as M.M., a “straw borrower,” signed a loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5122 NW 30th Lane Unit F4, Ft. Lauderdale, Florida, stating a monthly income of \$9,026, when this was not her true income.

14. On or about April 18, 2008, a person known as M.M., a “straw borrower,” signed a loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5122 NW 30th Lane Unit F4, Ft. Lauderdale, Florida, stating deposits in a Wachovia Bank account of \$150,000, when she had just been added to this account only for the purpose of the loan application and had no real interest in this bank account.

15. On or about April 18, 2008, a person known as M.M., a “straw borrower,” signed a loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5122 NW 30th Lane Unit F4, Ft. Lauderdale, Florida, falsely stating self employment for 4 years and 1 month at Sunshine Holistic Healthcare II, Inc., when on or about February 27, 2008, a person known

as M.M., a “straw borrower”, was added as an officer/director to Sunshine Holistic Healthcare II, Inc., with a listed position of Vice President for the purpose of deceiving the lender on her application for Unit F4.

16. On or about April 18, 2008, a person known as M.G., a “straw borrower,” signed a Form HUD-1 loan application for the condominium unit at Rookery Park Estates at 5137 NW 30th Lane, Unit G6, Ft. Lauderdale, Florida, representing herself as the buyer for a contract sale price of \$399,000 and Cash From Borrower of \$63,757.53.

17. On or about April 18, 2008, a person known as M.G., a “straw borrower,” signed a Form HUD-1 loan application for the condominium unit at Rookery Park Estates at 5137 NW 30th Lane, Unit G6, Ft. Lauderdale, Florida, which application represented the seller to be EVELYN RIVERA as Managing Member of Rookery Park Estates PH LLC when neither EVELYN RIVERA nor Rookery Park Estates PH LLC had any ownership interest in any condominium units at Rookery Park Estates.

18. On or about April 18, 2008, a person known as M.G., a “straw borrower,” signed a loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5137 NW 30th Lane Unit G6, Ft. Lauderdale, Florida, stating deposits in a Wachovia Bank account of \$69,598.

19. On or about April 18, 2008, a person known as M.G., a “straw borrower,” signed a loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5137 NW 30th Lane Unit G6, Ft. Lauderdale, Florida, stating monthly income of \$6,800 when this was not her true monthly income.

20. On or about April 18, 2008, a person known as M.G., a “straw borrower,” signed a

loan application, Freddie Mac Form 1003, for the condominium unit at Rookery Park Estates at 5137 NW 30th Lane Unit G6, Ft. Lauderdale, Florida, stating employment as the Regional Manager of Sales and Marketing at Hubcap & Wheel Warehouse, Inc., when this was not her true employment.

21. On or about March 18, 2008, EVELYN RIVERA requested that a property appraisal, which she knew was an inflated appraisal, on the condominium unit at Rookery Park Estates at 5122 NW 30th Lane F-4, Ft. Lauderdale, Florida, be sent to her by facsimile machine by the property appraiser, "M.A."

22. On or about March 18, 2008, Evelyn Rivera requested that an inflated property appraisal on the condominium unit at Rookery Park Estates at 5137 NW 30th Lane G-6, Ft. Lauderdale, Florida, be sent to her by facsimile machine by the property appraiser. "M.A."

23. On or about April 14, 2008, "M.A." sent by electronic mail to "R.D.," a mortgage broker at Guarantee Mortgage Bankers, a false and over stated appraisal for the condominium unit at Rookery Park Estates at 5137 NW 30th lane, Unit 6, Ft. Lauderdale, Florida, appraising the property at \$400,000, which appraisal was based in part on other sales which did not exist.

24. On or about April 14, 2008, "MA" sent by electronic mail to "R.D.," a mortgage broker at Guarantee Mortgage Bankers, a false and over stated appraisal for the condominium unit at Rookery Park Estates at 5122 NW 30th Lane, Unit 4, Ft. Lauderdale, Florida, appraising the property at \$400,000, which appraisal was based on sales of other units which did not exist.

USE OF THE WIRES

25. On or about the dates enumerated as to each Count, in Palm Beach County, in the Southern District of Florida, and elsewhere, for the purpose of executing the aforesaid scheme and

artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, the defendant did knowingly transmit or cause to be transmitted in interstate or foreign commerce, by means of wire communications, certain signs, signals and sounds, as more particularly described below in each count:

<u>COUNT</u>	<u>DATE</u>	<u>DESCRIPTION OF WIRE COMMUNICATION</u>
1	April 18, 2008	Wire transfer of \$355,209.00, from Texas Capital Bank, Dallas County, Texas, to Riverside National Bank, Palm Beach County, Florida.
2	April 18, 2008	Wire transfer of \$335,758.50, from Texas Capital Bank, Dallas County, Texas, to Riverside National Bank Palm Beach County, Florida.

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

CRIMINAL FORFEITURE

1. The allegations of Counts One through Two of this Information are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeitures to the United States of America pursuant to the provisions of Title 28 United States Code Section 2461 and Title 18, United States Code Section 981(a)(1)(C) and the procedures outlined at Title 21 United States Code Section 853.

2. As a result of the offenses, alleged in Counts One and Two, defendant EVELYN RIVERA shall forfeit to the United States all property, real and personal, constituting proceeds obtained from the aforesaid offenses and all property traceable to such property, including but not

limited to the following property:

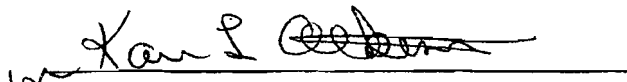
- a. All Proceeds from Riverside National Bank Cashier's Check Number 202092 (\$305,481.56)
- b. All Proceeds from Riverside National Bank Cashier's Check Number 202192 (\$344,865.63)


3. If the property described above as being subject to forfeiture, as a result of any act or omission of the defendant,

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

All pursuant to Title 28 United States Code, Section 2461, Title 18 United States Code, Sections 981(a)(1)(C) 982(a)(1), 1343, and Title 21 United States Code, Section 853.


R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY


NANCY VORPE QUINLAN
ASSISTANT UNITED STATES ATTORNEY