

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)
)
 v.) No. _____
)
 LOUIS L. JAVELL,) Violation: Title 18, United States Code,
 AYSHA M. ARROYO, and) Section 1343.
 JUAN GIL, also known as)
 "Juan Calbara") **UNDER SEAL**

COUNT ONE

The SPECIAL JANUARY 2009 GRAND JURY charges:

1. At times material to this indictment:

a. The Federal Bureau of Investigation and the Department of Housing and Urban Development, Office of Inspector General, conducted an undercover operation in which a cooperating individual (CI) posed as someone selling residences to nominee buyers by fraudulently obtaining mortgage loans on behalf of the nominee buyers who would default on the loans; and undercover agents (UCs) posed as the nominee buyers and as paralegals assisting in closing the real estate transactions;

b. As part of this undercover investigation, residences owned by the government, including 2853 W. Everett Street, Blue Island, Illinois (2853 W. Everett), were deeded to fictitious identities which the CI represented to be nominee sellers through which he controlled the residence;

c. Defendant LOUIS L. JAVELL was the owner of a mortgage brokerage company, Bell Capital Real Estate, Inc., located at 3801 West North Avenue, Chicago, Illinois (Bell Capital) and a mortgage broker who prepared and submitted loan applications and supporting documentation to lenders;

d. Defendant AYSHA M. ARROYO was an employee at Bell Capital who prepared loan applications and supporting documentation;

e. Co-Schemer A was a certified public accountant; and

f. Countrywide Home Loans (Countrywide) was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, which made mortgage loans.

2. Beginning in or about June 2007 and continuing until in or about August 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

LOUIS L. JAVELL,
AYSHA M. ARROYO, and
JUAN GIL, also known as “Juan Calbara,”

defendants herein, together with Co-Schemer A and others known and unknown to the Grand Jury, knowingly devised and participated in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme affected a financial institution, as further described below.

3. It was part of the scheme that defendants LOUIS JAVELL, AYSHA ARROYO, JUAN GIL, together with Co-Schemer A and other co-schemers, fraudulently obtained mortgage loan proceeds from Countrywide by knowingly causing to be prepared and submitted a loan application and supporting documentation on behalf of a nominee buyer of 2853 W. Everett that contained materially false and fraudulent statements concerning the nominee buyer’s qualifications for the loan.

4. It was further part of the scheme that, on or about June 7, 2007, Co-Schemer A met

with the CI and a UC posing as a nominee buyer of 2853 W. Everett, and agreed that, for a fee, he, Co-Schemer A, would assist in processing a fraudulent mortgage loan application by preparing false and fictitious tax returns in the name of the nominee buyer to be used to support the nominee buyer's loan application, and would arrange for Bell Capital to prepare and submit the fraudulent mortgage loan application.

5. It was further part of the scheme that, on July 10, 2007, defendant JUAN GIL met with Co-Schemer A and the CI, and provided a verification of rent, using the alias name "Juan Calbara," to support the nominee buyer's loan application which falsely represented that the nominee buyer had been living at 3001 West 63rd Street, Chicago, Illinois, since March 2004, defendant GIL well knowing that this was false and for which defendant Gil received \$200.

6. It was further part of the scheme that, on July 25, 2007, defendants LOUIS JAVELL and AYSHA ARROYO met the CI and the UC at Bell Capital to discuss obtaining documents to support the fraudulent loan application, which would falsely represent the nominee buyer's financial condition and banking history. During the meeting, defendant ARROYO suggested having a banker open a new account in the name of the nominee buyer and back-date the records to make it appear that the account had been open longer. Defendants JAVELL and ARROYO further suggested adding the nominee buyer's name to a pre-existing bank account to make it appear as if the nominee buyer had an established financial history.

7. It was further part of the scheme that defendants LOUIS JAVELL and AYSHA ARROYO prepared and submitted to Countrywide a loan application for the nominee buyer to purchase 2853 W. Everett, well knowing it to contain materially false and fraudulent statements and supporting documents, including the fraudulent verification of rent prepared by defendant JUAN

GIL using the “Juan Calbara” alias, and a fraudulent verification of deposit prepared using false information provided by defendant ARROYO.

8. It was further part of the scheme that, on August 1, 2007, defendants and their co-schemers caused Countrywide to close and fund two loans to the nominee buyer of 2853 W. Everett in the total amount of \$150,000, during which closing defendant LOUIS JAVELL received \$5,234 of fraudulently obtained mortgage loan proceeds in the form of a check made payable to Bell Capital.

9. It was further part of the scheme that, on August 9, 2007, defendants LOUIS JAVELL and AYSHA ARROYO met with the CI at Bell Capital and cautioned the CI to make a couple of mortgage payments to Countrywide on the 2853 W. Everett loan before defaulting, because defendants believed that the FBI investigated all first payment mortgage defaults. During this meeting, defendant ARROYO received \$500 from the CI for her assistance in preparing the fraudulent mortgage loan application.

10. It was further part of the scheme that defendants LOUIS JAVELL, AYSHA ARROYO, and JUAN GIL misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hidden, the purposes and acts done in furtherance of the scheme.

11. On or about August 1, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

LOUIS L. JAVELL,
AYSHA M. ARROYO and
JUAN GIL, also known as “Juan Calbara,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wiring, signs, and signals, namely, a funds transfer in the amount of approximately \$120,412 from The Bank of New York Mellon in New York, New York to American Chartered Bank in Schaumburg, Illinois, which funds represented the proceeds of the first mortgage loan for the purchase of 2853 W. Everett;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL JANUARY 2009 GRAND JURY further charges:

1. Paragraphs 1-10 of Count One of this indictment are realleged and incorporated as though fully set forth herein.
2. On or about August 1, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

LOUIS L. JAVELL,
AYSHA M. ARROYO, and
JUAN GIL, also known as "Juan Calbara,"

defendants herein, for the purpose of executing the above described scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a funds transfer in the amount of approximately \$30,000 from The Bank of New York Mellon in New York, New York, to American Chartered Bank in Schaumburg, Illinois, which funds represented the proceeds of the second mortgage loan for the purchase of 2853 W. Everett;

In violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2009 GRAND JURY further charges:

1. The allegations of Counts 1 and 2 of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture to the United States pursuant to Title 18, United States Code, Section 982.

2. As a result of their violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

LOUIS L. JAVELL,
AYSHA M. ARROYO, and
JUAN GIL, also known as "Juan Calbara,"

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2), any and all right, title, and interest they may have in any property, real and personal, constituting, and derived from, proceeds obtained directly and indirectly, from bank and wire fraud in connection with Countrywide Home Loans, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982.

3. The interests of the defendants, jointly and severally, subject to forfeiture pursuant to Title 18, United States Code, Section 982, include: all money and other property that was the subject of each transaction; constituted and was derived from proceeds of each transaction and was obtained, directly and indirectly, as a result of those violations, including funds in the amount of approximately \$11,300;

4. If any of the property subject to forfeiture and described above, as a result of any act or omission of the defendants:

(a) Cannot be located upon the exercise of due diligence;

- (b) Has been transferred or sold to, or deposited with, a third party;
- (c) Has been placed beyond the jurisdiction of the Court;
- (d) Has been substantially diminished in value; or
- (e) Has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY