

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	
v.)	Violations: Title 18, United States Code,
)	Sections 1014, 1028A, 1341, 1343, and 1344
)	and Title 20, United States Code, Section 1097
ANTHONY TRICE,)	
JERROD L. WEATHERSBY,)	
WARREN K. TAYLOR,)	
NOREEN B. MIAN, and)	
DAVID N. EDWARDS)	

COUNT ONE

The SPECIAL MARCH 2013 GRAND JURY charges:

1. At times material to this indictment:

a. Fifty One 06 Property Management and Acquisitions, Inc. was a company incorporated with the Illinois Secretary of State in July 2006 that maintained two bank accounts at Bank of America, N.A.

b. Defendant ANTHONY TRICE was the president of Fifty One 06 Property Management and Acquisitions, Inc.

c. Jerrod L. Weathersby was a director and the vice president of Fifty One 06 Property Management and Acquisitions, Inc.

d. The United States Small Business Administration, or SBA, was an agency of the United States that provided financial, technical, and management assistance to small businesses. The SBA provided financial assistance to small businesses through programs that included what is known as the SBA's 7(a) Loan Guaranty program. Under this program, qualified lenders made loans and extended lines of credit to the small businesses, and the SBA provided federal guarantees for certain of those loans and lines of credit.

e. If a qualified lender extended a loan or a line of credit to a small business, the qualified lender could obtain an SBA guaranty by submitting information to the SBA pursuant to a subsection of the 7(a) Loan Guaranty program known as the “SBA Express provisions.”

f. Bank of America, N.A., was a qualified lender that made loans and extended lines of credit to small businesses and was eligible to apply for guaranties from the SBA under the SBA Express provisions of the 7(a) Loan Guaranty program.

g. Qualified lenders and the SBA required applicants for SBA Express loans and lines of credit to provide truthful information, including truthful information regarding the applicants’ purpose for the loan, the average annual receipts of the business over the prior year, the number of employees of the business, the applicants’ criminal history, and the applicants’ intent to use the loan proceeds only for business-related purposes as specified in the loan application, all of which information was material to the lenders’ decisions regarding whether to approve the loans and lines of credit and the terms of the loans and lines of credit. This information was obtained through documents that included an SBA Form 1920SX and an SBA Form 1919 signed by officers and directors of the small business seeking a loan or line of credit.

h. The deposits of Bank of America, N.A. were insured by the Federal Deposit Insurance Corporation.

2. Beginning not later than July 2006 and continuing through at least in or about July 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, and others, including Jerrod L. Weathersby, knowingly participated in a scheme to defraud a financial institution, namely, Bank of America, N.A., and to obtain money and funds owned by and under the control of the financial institution by means of materially false and fraudulent pretenses, representations, and promises, which scheme is further described below.

3. It was part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby fraudulently obtained an SBA Express loan of approximately \$35,000 by making and causing to be made materially false representations to Bank of America and the SBA regarding defendant TRICE and Weathersby's company, Fifty One 06 Property Management and Acquisitions, Inc., and then used the proceeds of the loan to fund personal expenses.

4. It was further part of the scheme that, on or about January 9, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby amended the articles of incorporation for Fifty One 06 Property Management to state that Individual WS was the secretary of the company, knowing that Individual WS would not perform the duties of secretary.

5. It was further part of the scheme that, on or about January 30, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby signed and submitted to Bank of America certain SBA Forms 1919 under penalty of perjury as part of an SBA Express Loan application, knowing that the forms contained false statements, including that Fifty One 06 Property Management, Inc.: (a) had three employees; and (b) would retain three employees after obtaining the loan.

6. It was further part of the scheme that, on or about January 30, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby caused Individual WS to sign and submit to Bank of America an SBA Form 1919 under penalty of perjury as part of an SBA Express Loan application, knowing that the form contained false statements, including: (a) that Individual WS was the treasurer of Fifty One 06 Property Management, Inc.; and (b) that Fifty One 06 Property Management: (i) had three employees; and (ii) would retain three employees after obtaining the loan.

7. It was further part of the scheme that, on or about January 31, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby caused an SBA Form 1920SX to be prepared under penalty of perjury as part of an SBA Express loan application that was submitted to Bank of America that defendant TRICE and Weathersby knew contained false statements, including that Fifty One 06 Property Management, Inc.: (a) had three employees; (b) had average annual receipts of \$900,000 during the past fiscal year; and (c) would use the proceeds of the loan as working capital.

8. It was further part of the scheme that, on or about February 1, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby caused Individual WS to sign a personal guaranty that was submitted to Bank of America, requiring Individual WS to pay Bank of America up to \$35,000 if Fifty One 06 Property Management and Acquisitions, Inc. defaulted on its SBA Express loan, despite knowing that Individual WS did not have the financial means to make such payments if required to do so.

9. It was further part of the scheme that, between on or about February 5, 2007 and May 11, 2007, defendant ANTHONY TRICE and Jerrod L. Weathersby caused approximately

\$34,000 in proceeds of an SBA Express loan issued by Bank of America, and guaranteed by the SBA, to be transferred into a payroll account at Bank of America to which defendant TRICE and Weathersby were the sole signatories and then used the proceeds for personal purposes including: (a) payments on defendant TRICE's personal credit card; (b) a check to defendant TRICE's mother; (c) cash for defendants Weathersby and TRICE to pay for meals, parties, and entertainment; and (d) deposits to defendant TRICE's personal checking account to pay for theater tickets, airline tickets, alcohol, furniture, credit card bills, and other expenses.

10. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby retained Individual WS's personal identifying information so that defendants TRICE and Weathersby could use that same information in another related scheme described in Counts Fourteen through Nineteen of this indictment.

11. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby obtained and used the proceeds of the scheme for themselves and others, knowing that the proceeds were based on false statements in documents and loan applications submitted to Bank of America and the SBA.

12. It was further part of the scheme that defendants ANTHONY TRICE and JERROD L. WEATHERSBY concealed, misrepresented and hid, and caused to be concealed, misrepresented and hidden, the existence and purpose of the scheme, and acts done in furtherance of the scheme.

13. On or about May 11, 2007, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, knowingly executed the scheme by transferring and causing Bank of America to transfer approximately \$6,500 to a payroll checking account in the name of Fifty One 06 Property Management to which defendant TRICE and Jerrod L. Weathersby were signatories;

In violation of Title 18, United States Code, Section 1344.

COUNT TWO

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraph 1 of Count One are incorporated here.
2. On or about January 30, 2007, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, knowingly made a false statement and report, namely, a false statement in an SBA Form 1919 that: (a) Fifty One 06 Property Management and Acquisitions, Inc. was a business with three employees; and (b) Fifty One 06 Property Management and Acquisitions, Inc. would retain three jobs after receiving an SBA Express loan, for the purpose of influencing Bank of America, an institution the accounts of which were insured by the Federal Deposit Insurance Corporation, upon any application, commitment, and loan, namely, an SBA Express loan application on behalf of Fifty One 06 Property Management and Acquisitions, Inc. for an amount of approximately \$35,000;

In violation of Title 18, United States Code, Section 1014.

COUNT THREE

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. At times material to this indictment:

a. Defendant ANTHONY TRICE and Jerrod L. Weathersby operated Credit Resource Solutions from 5500 S. Shore Drive, Unit #104 in Chicago, Illinois and controlled properties at 5500 S. Shore Drive, Unit #606 in Chicago, Illinois, 616 E. 104th Street in Chicago, Illinois, and 16610 Finch Avenue in Harvey, Illinois.

b. Citibank, N.A. was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, that offered customers various types of financial products, including lines of credit and credit cards.

2. Beginning not later than November 2006 and continuing until at least August 2008, at Chicago, and elsewhere, in the Northern District of Illinois, Eastern Division,

ANTHONY TRICE,

defendant herein, and others, including Jerrod L. Weathersby, knowingly participated in a scheme to defraud and to obtain money and funds owned by and under the custody and control of Citibank, N.A., by means of materially false and fraudulent pretenses, representations, and promises, which scheme is further described below.

3. It was part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby obtained personal identifying information about individuals, made and caused false statements to be made in applications to open lines of credit and credit card accounts at Citibank, and obtained at least \$145,000 from Citibank by withdrawing money from the fraudulently opened lines of credit and credit card accounts.

4. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby obtained personal identifying information about individuals by promising to help the individuals improve their credit ratings and receive money, knowing that defendant TRICE and Weathersby intended to keep much of the money for themselves.

5. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby obtained and caused to be obtained personal identifying information about individuals, knowing that defendant TRICE and Weathersby intended to use the information for fraudulent purposes that included opening lines of credit and credit card accounts without the individuals' knowledge and consent.

6. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby made and caused to be made false and fraudulent statements in applications for lines of credit and credit card accounts, including false statements about the applicants' income, address, and employment.

7. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby had the proceeds of funds obtained from unauthorized lines of credit and credit card accounts sent to addresses controlled by defendant TRICE and Weathersby, including 5500 S. Shore Drive, Unit #606 in Chicago, Illinois, 616 E. 104th Street in Chicago, Illinois, and 16610 Finch Avenue in Harvey, Illinois.

8. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby cashed and caused to be cashed checks that were made payable from Citibank to other individuals, knowing that they were doing so without the other individuals' knowledge and consent.

9. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby retained the personal identifying information that they had obtained, including information about Individuals IH, BO, and TS, so that defendant TRICE and Weathersby could use that same information in another related scheme described in Counts Five through Thirteen of this indictment.

10. It was further part of the scheme that defendant ANTHONY TRICE concealed, misrepresented and hid, and caused to be concealed, misrepresented and hidden, the existence and purpose of the scheme, and acts done in furtherance of the scheme.

11. On or about October 17, 2007, at Chicago, in the Northern District of Illinois,
ANTHONY TRICE,
defendant herein, knowingly executed the scheme by causing a check for approximately \$7,000 to be issued by Citibank, N.A., payable to Individual JK;

In violation of Title 18, United States Code, Section 1344.

COUNT FOUR

The MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 10 of Count Three are incorporated here.
2. On or about October 26, 2007, at Chicago, in the Northern District of Illinois,

ANTHONY TRICE,

defendant herein, knowingly executed the scheme by causing a \$225 check written to ANTHONY TRICE on an account at Citibank, N.A. in the name of Individual JK to be cashed;

In violation of Title 18, United States Code, Section 1344.

COUNT FIVE

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. At times material to this indictment:

a. Harper College (formerly known as Harper Community College), Elgin Community College, and Joliet Junior College were community colleges that offered post-secondary courses for undergraduate students. Harper College, Elgin Community College, and Joliet Junior College offered a limited number of degree programs through means including online courses, traditional courses, and a mixture of both.

b. The United States Department of Education was a department and agency of the United States that offered student financial aid programs to eligible students through eligible institutions of higher education in the form of grants and loans.

c. The student financial aid programs administered by the Department of Education included the Pell Grant program, the Federal Perkins Loan program, the William D. Ford Federal Direct Student Loan program, which included the Direct Stafford Loan program and Supplementary Educational Opportunity grant funds.

d. Collectively, these programs were known as the Student Aid Programs. The objective of the Student Aid Programs was to provide funds to help qualified students finance their college educations.

e. To be eligible to receive funding through the Student Aid Programs, students were required to possess a high school diploma or a GED certificate, intend to pursue a college education, and intend to use the funding for educational purposes. In addition, the students could not be incarcerated in a federal or state penal institution.

f. Students seeking financial aid to attend Harper College, Elgin Community College, and Joliet Junior College were required to complete forms including a Free Application for Federal Student Aid, or FAFSA, and subsequent Renewal FAFSAs, and submit those forms to a Department of Education contractor, either online or through the mail. Students seeking financial aid were further required to have been admitted for enrollment before any such aid could be processed or awarded.

g. The Department of Education determined a qualified student's eligibility for specific Student Aid Programs, and the amount to be paid to the student, based on a formula that considered factors such as the student's income and financial status, the cost of education, the level of federal appropriation, and, in the case of a dependent student, the parents' financial information, the number of household family members, and the number of household members attending college. In making its determination, the Department of Education obtained information about the student through documents, including FAFSAs, that were submitted either online or through the mail by the student and his or her parents, who were required to verify and attest that the information was accurate and complete. This information was material to the Department of Education's approval, terms, and funding of loans.

h. After a FAFSA was processed, applicants could be required to provide documentation verifying certain information, including the applicants' income, household size, number of household members in college, parental real estate, business equity, income, and, in the case of dependent students, parents' income.

i. Harper College, Elgin Community College, and Joliet Junior College made requests to the Department of Education for Student Aid Program funds for which their

students were deemed eligible. The colleges also sent requests for reimbursement if loans and grants were disbursed prior to receiving the Student Aid Program funds.

j. The Department of Education sent Student Aid Program funds to Harper College, Elgin Community College, and Joliet Junior College on behalf of qualified students, and the colleges were authorized by the Department of Education to administer and distribute those funds to their students and credit their students' accounts with the funds.

k. Harper College, Elgin Community College, and Joliet Junior College deducted tuition and other costs from the Student Aid Program funds payable to the qualified students and either: (i) issued the balance of the funds to the students in the form of checks sent to addresses provided in the students' applications; or (ii) credited the funds to the students through an entry in the students' accounts at their schools.

2. Beginning not later than approximately 2010 and continuing through at least March 2012, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,
WARREN K. TAYLOR, and
DAVID N. EDWARDS,

defendants herein, and others, including Jerrod L. Weathersby, knowingly devised, intended to devise, and participated in a scheme to defraud the Department of Education and colleges and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme is further described below.

3. It was part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, DAVID N. EDWARDS, and others, including Jerrod L. Weathersby, fraudulently attempted to obtain approximately \$240,000, and fraudulently obtained and caused others to

obtain approximately \$135,000, by obtaining applicants' personal identifying information through theft, fraud, and false statements about the Student Aid Programs, and by submitting and causing to be submitted false and fraudulent information in connection with at least 40 applications for student aid, including materially false representations in documents such as loan applications, promissory notes, academic progress appeals, institutional applications, and verifications of income, employment, and residence concerning, among other things, the applicants': (a) agreement to enroll in college; (b) eligibility to enroll in college; (c) intent to complete college coursework if enrolled; (d) intent to use the financial aid for educational purposes; (e) employment, income, financial condition, assets, liabilities, and wealth; and (f) addresses, e-mail accounts, and references.

4. It was further part of the scheme that defendants ANTHONY TRICE and WARREN K. TAYLOR, and Jerrod L. Weathersby, used personal identifying information about individuals to apply for college enrollment and financial aid on behalf of those individuals without their knowledge and consent.

5. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS, and Jerrod L. Weathersby, submitted applications for enrollment and financial aid from Harper Community College, Elgin Community College, and Joliet Junior College, knowing that the applicants: (a) had not agreed to be enrolled at those colleges; (b) did not intend to complete their coursework; (c) were ineligible for financial aid because they did not possess a high school diploma or a GED certificate or were incarcerated in a federal or state penal institution; (d) did not intend to use the financial aid funds for educational purposes; and (e) would use the financial aid funds for non-educational purposes.

6. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS falsely reported information about the financial condition of applicants, including the income and assets of the applicants' families, in worksheets and questionnaires related to the applicants' requests for financial aid.

7. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS falsely claimed in financial aid applications and related documents that certain residential addresses and e-mail addresses belonged to the applicants named in the documents, knowing that the addresses were used and controlled by defendants TRICE, TAYLOR, and EDWARDS, and by Jerrod L. Weathersby.

8. It was further part of the scheme that defendant ANTHONY TRICE and Jerrod L. Weathersby created and caused to be created false tax returns and tax return information, knowing that the documents would be sent to colleges to support the fraudulent applications of certain individuals for federal student aid.

9. It was further part of the scheme that defendants ANTHONY TRICE and WARREN K. TAYLOR sent and caused to be sent to colleges documents such as Institutional Financial Aid forms, pay stubs, and leases, knowing that the documents contained false and fraudulent information regarding certain applicants' financial condition and residence.

10. It was further part of the scheme that Jerrod L. Weathersby obtained federal student aid benefits from Harper College, knowing that the benefits were fraudulently obtained based on false statements that Weathersby made regarding his intent to use the funds for educational purposes.

11. It was further part of the scheme that defendant WARREN K. TAYLOR obtained federal student aid benefits from Harper College and Elgin Community College, knowing that his benefits were fraudulently obtained based on false statements that defendant TAYLOR made regarding his marital status and family income.

12. It was further part of the scheme that defendant DAVID N. EDWARDS obtained federal student aid benefits from Harper College and Elgin Community College, knowing that the benefits were fraudulently obtained based on false statements that defendants WARREN K. TAYLOR and EDWARDS made and caused to be made in documents regarding defendant EDWARDS's intent to use the funds for educational purposes.

13. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS, and Jerrod L. Weathersby, caused federal student aid benefits to be credited to accounts at Harper College and Elgin Community College in their names and the names of others, knowing that the funds were credited based on false and fraudulent information in loan applications, FAFSA applications, renewal FAFSA applications, and related documents that they prepared and caused to be prepared.

14. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS, and Jerrod L. Weathersby, caused Harper College and Elgin Community College to send financial aid checks to addresses controlled by defendants TRICE, TAYLOR, and EDWARDS, and Weathersby, including properties purchased by individuals known to defendant TRICE and Weathersby as part of the related scheme discussed in Counts Fourteen through Nineteen of this indictment, knowing that the checks were issued based on false and fraudulent information in loan applications, FAFSA applications, renewal

FAFSA applications, and related documents that defendants TRICE, TAYLOR, and EDWARDS, and Weathersby, prepared and caused to be prepared.

15. It was further part of the scheme that defendant ANTHONY TRICE cashed and caused to be cashed financial aid checks, knowing that the checks were obtained based on false and fraudulent information in loan applications and other documents.

16. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, DAVID N. EDWARDS, and Jerrod L. Weathersby, obtained and used the proceeds of the scheme for themselves and others, knowing that the proceeds were based on false statements in federal financial aid applications and other documents.

17. It was further part of the scheme that defendants ANTHONY TRICE, WARREN K. TAYLOR, and DAVID N. EDWARDS, and Jerrod L. Weathersby, concealed, misrepresented and hid, and caused to be concealed, misrepresented and hidden, the existence and purpose of the scheme, and acts done in furtherance of the scheme.

18. On or about November 4, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,
WARREN K. TAYLOR, and
DAVID N. EDWARDS,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to defendant EDWARDS at 9041 S. Blackstone Avenue in Chicago, which letter contained a financial aid refund check for approximately \$4,319.50 from Harper College to defendant EDWARDS;

In violation of Title 18, United States Code, Section 1341.

COUNT SIX

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraph 1 of Count Five are incorporated here.
2. On or about November 4, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,
WARREN K. TAYLOR, and
DAVID N. EDWARDS,

defendants herein, did knowingly and willfully misapply, and obtain by fraud and false statement, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately \$4,319.50 in federally insured loans in the name of defendant DAVID N. EDWARDS;

In violation of Title 20, United States Code, Section 1097(a), and Title 18, United States Code, Section 2.

COUNT SEVEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 17 of Count Five are incorporated here.
2. On or about March 25, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE and
WARREN K. TAYLOR,

defendants herein, for the purpose of executing the above-described scheme, and attempting to do so, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to Individual GD at 9041 S. Blackstone Avenue in Chicago, which letter contained a financial aid refund check for approximately \$6,036 from Harper College to Individual GD;

In violation of Title 18, United States Code, Section 1341.

COUNT EIGHT

The SPECIAL MARCH 2013 GRAND JURY further charges:

On or about March 10, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

WARREN K. TAYLOR,

defendant herein, knowingly possessed and used, without lawful authority, a means of identification of another person, namely, the name and Social Security number of Individual GD, during and in relation to the offense charged in Count Seven of this indictment, knowing that the means of identification belonged to another person;

In violation of Title 18, United States Code, Section 1028A.

COUNT NINE

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 17 of Count Five are incorporated here.
2. On or about June 21, 2011, at Park Forest, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to Individual TS at 229 Allegheny Street in Park Forest, which letter contained a financial aid refund check for approximately \$586 from Harper College to Individual TS;

In violation of Title 18, United States Code, Section 1341.

COUNT TEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 17 of Count Five are incorporated here.
2. On or about June 24, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to Individual IH at 12242 S. Wallace Street in Chicago, which letter contained a financial aid refund check for approximately \$601 from Harper College to Individual IH;

In violation of Title 18, United States Code, Section 1341.

COUNT ELEVEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

On or about June 1, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE and
JERROD L. WEATHERSBY,

defendants herein, knowingly possessed and used, without lawful authority, a means of identification of another person, namely, the name and date of birth of Individual IH, during and in relation to the offense charged in Count Ten of this indictment, knowing that the means of identification belonged to another person;

In violation of Title 18, United States Code, Section 1028A.

COUNT TWELVE

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 17 of Count Five are incorporated here.
2. On or about September 9, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE and
WARREN K. TAYLOR,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to Individual GD at 9041 S. Blackstone Avenue in Chicago, which letter contained a financial aid refund check for approximately \$3,704 from Harper College to Individual GD;

In violation of Title 18, United States Code, Section 1341.

COUNT THIRTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 17 of Count Five are incorporated here.
2. On or about September 23, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE and
WARREN K. TAYLOR,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be delivered by mail, according to the directions thereon, a letter addressed to Individual DH at 1246 E. 46th Street in Chicago, which letter contained a financial aid refund check for approximately \$3,766 from Harper College to Individual DH;

In violation of Title 18, United States Code, Section 1341.

COUNT FOURTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. At times material to this indictment:

a. Defendant ANTHONY TRICE applied for and obtained a mortgage loan for a property located at 611 E. 104th Street in Chicago, Illinois.

b. Defendant JERROD L. WEATHERSBY applied for and obtained mortgage loans for properties located at 1233 E. 53rd Street #2 in Chicago, Illinois; 8809 S. Hermitage Avenue in Chicago, Illinois; 16610 Finch Avenue in Harvey, Illinois; and 229 Allegheny Street in Park Forest, Illinois.

c. Individuals known to defendants ANTHONY TRICE and JERROD L. WEATHERSBY applied for and obtained mortgage loans for properties as follows:

Individual RA	7210 S. Wentworth Avenue in Chicago, Illinois
Individual AB	11955 S. LaSalle Street in Chicago, Illinois
Individual JG	8004 S. Dobson Avenue in Chicago, Illinois
Individual NH	6933 S. Yale Avenue in Chicago, Illinois; 6740 S. Calumet Avenue in Chicago, Illinois
Individual TI	10226 S. LaSalle Street in Chicago, Illinois
Individual MR	10915 S. State Street in Chicago, Illinois
Individual JS	226 W. 110th Place in Chicago, Illinois
Individual WS	14336 S. Calhoun Avenue in Burnham, Illinois.

d. Defendant NOREEN B. MIAN was a loan officer licensed in the State of Illinois, who was employed by Exclusive Bancorp, Inc. in Lincolnwood, Illinois.

e. Amnet Mortgage; Citibank, N.A.; CitiMortgage, Inc.; Compass Mortgage; Countrywide Home Loans; Exclusive Bancorp, Inc.; IndyMac Bank; JP Morgan Chase Bank; Open Mortgage, LLC; Washington Mutual Bank; Wells Fargo Bank; and others were lenders that made loans secured by mortgages.

f. Countrywide Home Loans and CitiMortgage, Inc. were institutions whose deposits were insured by the Federal Deposit Insurance Corporation.

g. Lenders required applicants for mortgage loans to provide truthful information, including truthful information about the sales price of the property and about the borrowers' employment, income, financial condition, assets, liabilities, sources of down payment, and intention to occupy the property. This information was material to the lenders' approval, terms, and funding of loans.

h. Lenders sold mortgage loans to other lenders and institutions, including SunTrust Mortgage, the Federal Home Loan Mortgage Corporation, also known as Freddie Mac, and the Federal National Mortgage Association, also known as Fannie Mae. Lenders disclosed to borrowers that the mortgage loans could be sold and the likelihood that the mortgage loans would be sold. The information provided in loan applications and other documents, including information about the sales price of the property, the borrower's employment, financial condition, assets, liabilities, sources of down payment, and intention to occupy the property, and the funds that the sellers were providing for the benefit of the buyers, was material to the successors' decision to purchase mortgage loans.

i. Lenders offered programs to eligible homeowners seeking modifications of their loans. The information provided in loan-modification applications and other

documents, including information about the applicant's employment, financial condition, assets, liabilities, sources of down payment, and intention to occupy the property, was material to the lenders' decisions to approve the applications.

2. Beginning not later than December 2006 and continuing until at least September 2011, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,
JERROD L. WEATHERSBY, and
NOREEN B. MIAN,

defendants herein, devised, intended to devise, and participated in a scheme to defraud lenders and successors and to obtain money and property from lenders and successors by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, which scheme affected financial institutions and is further described below.

3. It was part of the scheme that defendants ANTHONY TRICE, JERROD L. WEATHERSBY, and NOREEN B. MIAN, and others, fraudulently obtained and caused others to obtain at least 14 mortgage loans in a total amount of at least \$2,100,000 from lenders, applied and caused others to apply for two loan modifications, concealed and caused others to conceal material facts, and made and caused to be made materially false representations in documents submitted to lenders, including real estate contracts, loan applications, HUD-1 settlement statements, occupancy affidavits, bank statements, financial statements, tax returns, verifications of employment, verifications of rent, pay stubs, and letters concerning, among other things, the employment, income, assets, liabilities, intention to occupy the properties, sources of down payment, and financial condition of defendants TRICE, WEATHERSBY, and others. This

information was material to the lenders' approval, terms, and funding of loans and loan modification requests.

4. It was further part of the scheme that defendants ANTHONY TRICE and JERROD L. WEATHERSBY recruited individuals to purchase properties, knowing that the buyers would apply for mortgage loans and make false statements to lenders, including false statements about the buyers' employment, income, assets, liabilities, financial condition, sources of down payment, intention to occupy the properties, and the sales price of the properties.

5. It was further part of the scheme that defendants ANTHONY TRICE and JERROD L. WEATHERSBY submitted and caused to be prepared and submitted to lenders real estate contracts that defendants TRICE and WEATHERSBY knew contained materially false and fraudulent information, including inflated sales prices of the properties and false statements about payment of earnest money by the buyers.

6. It was further part of the scheme that defendants ANTHONY TRICE, JERROD L. WEATHERSBY, and NOREEN B. MIAN prepared, submitted, and caused to be prepared and submitted to lenders loan applications that defendants TRICE, WEATHERSBY, and MIAN knew contained materially false and fraudulent information about the buyers' qualifications, including information about the buyers' income, assets, liabilities, employment, source of down payment, and intention to occupy the properties as a primary residence.

7. It was further part of the scheme that defendants ANTHONY TRICE, JERROD L. WEATHERSBY, and NOREEN B. MIAN prepared, submitted, and caused to be prepared and submitted to lenders fraudulent documents that defendants TRICE, WEATHERSBY, and MIAN knew made the buyers falsely appear to be qualified for loans, including materially false

and fraudulent verifications of employment, verifications of rent, leases, bank statements, pay stubs, W-2 Wage and Tax Statements, tax returns, and letters of explanation.

8. It was further part of the scheme that defendant ANTHONY TRICE prepared, submitted, and caused to be prepared and submitted to lenders fraudulent HUD-1 settlement statements that defendant TRICE knew contained materially false and fraudulent information, including information about the payment of earnest money, the true source of the buyers' down payments, the distribution of loan proceeds, and the true sales price of the properties.

9. It was further part of the scheme that defendant ANTHONY TRICE obtained, provided, and caused to be provided to lenders cashier's checks and money orders to make down payments on behalf of buyers, knowing that the checks and money orders falsely listed the buyers as remitters of the funds.

10. It was further part of the scheme that, following the real estate closings, defendant ANTHONY TRICE caused sellers to pay funds to defendant TRICE and companies controlled by defendant TRICE, knowing that the payments and agreements to make the payments were concealed from lenders and that, as a result, the sales prices of the properties were inflated and the lenders were financing all or a greater portion of the transactions than represented.

11. It was further part of the scheme that defendant ANTHONY TRICE prepared, submitted, and caused to be prepared and submitted to lenders materially false and fraudulent applications for loan modifications, along with fraudulent supporting documents, including pay stubs, financial statements, and affidavits of hardship.

12. It was further part of the scheme that defendants ANTHONY TRICE, JERROD L. WEATHERSBY, and NOREEN B. MIAN obtained and used the proceeds of the scheme for

themselves and others, knowing that the proceeds were based on false statements in loan applications and other documents.

13. It was further part of the scheme that defendants ANTHONY TRICE, JERROD L. WEATHERSBY, and NOREEN B. MIAN concealed, misrepresented and hid, and caused to be concealed, misrepresented and hidden, the existence and purpose of the scheme, and acts done in furtherance of the scheme.

14. On or about February 13, 2007, at Oak Brook Terrace, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,
JERROD L. WEATHERSBY, and
NOREEN B. MIAN,

defendants herein, for the purpose of executing the scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, an interstate wire transfer processed through the Federal Reserve System in the amount of approximately \$113,174.24 from a Countrywide Home Loans account at Bank of New York to a National Attorneys Title Company account at LaSalle Bank, which funds represented the proceeds of a mortgage loan for Individual WS to finance the purchase of a property located at 14336 S. Calhoun Avenue in Burnham, Illinois;

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

COUNT FIFTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

On or about February 13, 2007, at Oak Brook Terrace, in the Northern District of Illinois, Eastern Division, and elsewhere,

NOREEN B. MIAN,

defendant herein, knowingly made and caused to be made a false statement and report to Countrywide Home Loans, the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing the action of Countrywide Home Loans upon a request for a mortgage loan application to purchase property located at 14336 S. Calhoun Avenue in Burnham, Illinois, in that defendant stated and caused to be stated in a Uniform Residential Loan Application that:

- (a) Individual WS lived at 611 E. 104th Street in Chicago, Illinois;
- (b) Individual WS was employed at Business A and had a base employment income of \$4,500 per month; and
- (c) Individual WS intended to occupy 14336 S. Calhoun Avenue in Burnham as his primary residence;

when defendant knew that such statements were false;

In violation of Title 18, United States Code, Section 1014.

COUNT SIXTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 13 of Count Fourteen are incorporated here.

2. On or about April 2, 2007, at Homewood, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE and
NOREEN B. MIAN,

defendants herein, for the purpose of executing the scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, an interstate wire transfer processed through the Federal Reserve System in the amount of approximately \$89,060.88 from a Countrywide Home Loans account at Bank of New York to a Ticor Title Insurance account at Bank One, which funds represented the proceeds of a mortgage loan for Jerrod L. Weathersby to finance the purchase of a property located at 229 Allegheny Street in Park Forest, Illinois;

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

COUNT SEVENTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 13 of Count Fourteen are incorporated here.
2. On or about March 30, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, for the purpose of executing the scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, a facsimile from Illinois to Virginia containing documents in support of a request for a loan modification from SunTrust Mortgage for the property located at 611 E. 104th Street in Chicago, Illinois;

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

COUNT EIGHTEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraphs 1 through 13 of Count Fourteen are incorporated here.
2. On or about June 3, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, for the purpose of executing the scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, an interstate wire transfer processed through the Federal Reserve System in the amount of approximately \$155,909.30 from a CitiMortgage, Inc. account at Citibank, N.A., the deposits of which were insured by the Federal Deposit Insurance Corporation, to an Able Title Insurance Agency account at American Chartered Bank, the funds of which represented the proceeds of a mortgage loan to finance the purchase of a property located at 226 W. 110th Place in Chicago, Illinois;

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

COUNT NINETEEN

The SPECIAL MARCH 2013 GRAND JURY further charges:

1. The allegations of Paragraph 1 through 13 of Count Fourteen are incorporated here.
2. On or about September 8, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY TRICE,

defendant herein, for the purpose of executing the scheme to defraud, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, a facsimile from Illinois to Maryland containing documents in support of a request for a loan modification from CitiMortgage, Inc. for the property at 226 W. 110th Street in Chicago, Illinois;

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

FORFEITURE ALLEGATION

The SPECIAL MARCH 2013 GRAND JURY alleges:

1. The allegations of Counts One through Five, Seven, Nine through Ten, and Twelve through Nineteen indictment are incorporated here for the purpose of alleging forfeiture to the United States pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2)(A), and Title 28, United States Code, Section 2461(c).

2. As a result of their violations as alleged in Counts One through Five, Seven, Nine through Ten, and Twelve through Nineteen of the foregoing indictment,

ANTHONY TRICE,
WARREN K. TAYLOR,
NOREEN B. MIAN, and
DAVID N. EDWARDS,

defendants herein, shall forfeit to the United States, any and all right, title, and interest they may have in any property, real and personal, which constitutes and is derived from proceeds traceable to the offenses charged in of the foregoing indictment.

3. The interests of the defendants subject to forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2)(A) include, but are not limited to, funds in the amount of approximately \$2,414,000 and any property constituting, derived from, and traceable to, the proceeds that the defendants obtained directly or indirectly as a result of the offense.

4. If any of the forfeitable property described above, as a result of any act or omission by 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 28, United States Code, Section 2461(c), and, as to defendant MIAN, such substitute property to include, but not be limited to:

- i. the property located at 3044 W. Columbia Avenue in Chicago, Illinois; and
- ii. one 2006 Lexus GX470, VIN number JTJBT20X560115059;

All pursuant to Title 18, United States Code, Section 982(a)(1)(C) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY