

FILED
At Albuquerque NM

OCT 27 2010

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

MATTHEW J. DYKMAN
CLERK

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 ANTHONY MOYA and)
 EUNICE MOYA,)
)
 Defendants.)

CRIMINAL NO. 10-2954
Counts 1-8: 18 U.S.C. §§ 1344 and 2:
Bank Fraud, Aiding and Abetting;
Counts 9-11: 18 U.S.C. § 656:
Misapplication by Bank Employee.

INDICTMENT

The Grand Jury Charges:

Counts 1 - 8

1. In or about and between June 2004 and October 2005, both dates being approximate and inclusive, in the District of New Mexico, and elsewhere, the defendants **ANTHONY MOYA** and **EUNICE MOYA** devised a scheme and artifice to defraud a financial institution as that term is defined by Title 18, United States Code, Section 20, namely, CitiFinancial, Inc., and for obtaining money and property owned by and under the custody and control of CitiFinancial, Inc., under false and fraudulent pretenses, through the fraudulent use of nominee borrowers.

2. It was a part of the scheme and artifice that the defendants **ANTHONY MOYA** and **EUNICE MOYA** would recruit persons (the "nominee borrowers") to sign loan documents from CitiFinancial, Inc., telling them that the loan documents were for the benefit of third parties who did not qualify for the loans.

3. It was a further part of the scheme and artifice that the defendants

ANTHONY MOYA and **EUNICE MOYA** would tell the nominee borrowers that they would not be responsible for repaying the loans.

4. It was a further part of the scheme and artifice that the defendants **ANTHONY MOYA** and **EUNICE MOYA** would facilitate the filing and processing of the loan documents signed by the nominee borrowers.

5. It was a further part of the scheme and artifice that, after the loan documents were approved by CitiFinancial, Inc., the defendants **ANTHONY MOYA** and **EUNICE MOYA** would receive from the nominee borrowers substantial portions of the proceeds of the loans.

6. It was a further part of the scheme and artifice that the defendants **ANTHONY MOYA** and **EUNICE MOYA** would cause other portions of the proceeds of the loans to be spent for their own benefit.

7. It was a further part of the scheme and artifice that the defendants **ANTHONY MOYA** and **EUNICE MOYA** would allow the nominee borrowers to retain a portion of the proceeds of the loans.

8. For the purpose of executing such scheme and artifice, and to effect the objects thereof, the defendants **ANTHONY MOYA** and **EUNICE MOYA** obtained loan proceeds from the nominee borrowers, as described below.

<u>Count</u>	<u>Date</u>	<u>Amount</u>	<u>Source</u>
1	6/28/04	\$37,000.00	Alfredo P. Real Estate Loan ***195
2	6/28/04	\$9,547.00	Alfredo P. Real Estate Loan ***195
3	7/13/04	\$3,000.00	Alfredo P. Real Estate Loan ***195

4	7/20/04	\$40,278.00	Alfredo P. Real Estate Loan ***195
5	8/06/04	\$4,000.00	Alfredo P. Real Estate Loan ***195
6	8/06/04	\$24,146.00	Eileen S. Real Estate Loan ***229
7	8/13/04	\$43,817.84	Eileen S. Real Estate Loan ***229
8	12/02/04	\$15,000.15	Eileen S. Personal Loan ***208

All in violation of Title 18, United States Code, Sections 1344 and 2.

Count 9

On or about June 28, 2004, in the District of New Mexico, the defendant **ANTHONY MOYA**, being an officer, agent, and employee of CitiFinancial, Inc., a bank whose deposits are insured by the Federal Deposit Insurance Corporation, with intent to injure and defraud CitiFinancial, Inc., willfully misapplied the sum of approximately \$123,718.70 of the moneys, funds, and credits of CitiFinancial, Inc., in that the defendant **ANTHONY MOYA** processed, approved and closed Real Estate Loan ***195 in the name of Alfredo P., knowing that Alfredo P. was a nominee borrower, and knowing that he himself, that is, the defendant **ANTHONY MOYA**, would receive a substantial portion of the loan proceeds.

All in violation of Title 18, United States Code, Section 656.

Count 10

On or about July 29, 2004, in the District of New Mexico, the defendant **ANTHONY MOYA**, being an officer, agent, and employee of CitiFinancial, Inc., a bank whose deposits are insured by the Federal Deposit Insurance Corporation, with intent to injure and defraud CitiFinancial, Inc., willfully misapplied the sum of

approximately \$131,003.20 of the moneys, funds, and credits of CitiFinancial, Inc., in that the defendant **ANTHONY MOYA** processed, approved and closed Real Estate Loan ***229 in the name of Eileen S., knowing that Eileen S. was a nominee borrower, and knowing that he himself, that is, the defendant **ANTHONY MOYA**, would receive a substantial portion of the loan proceeds.

All in violation of Title 18, United States Code, Section 656.

Count 11

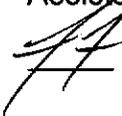
On or about December 2, 2004, in the District of New Mexico, the defendant **ANTHONY MOYA**, being an officer, agent, and employee of CitiFinancial, Inc., a bank whose deposits are insured by the Federal Deposit Insurance Corporation, with intent to injure and defraud CitiFinancial, Inc., willfully misapplied the sum of approximately \$15,000.15 of the moneys, funds, and credits of CitiFinancial, Inc., in that the defendant **ANTHONY MOYA** processed, approved and closed Personal Loan ***208 in the name of Eileen S., knowing that Eileen S. was a nominee borrower, and knowing that he himself, that is, the defendant **ANTHONY MOYA**, would receive a substantial portion of the loan proceeds.

All in violation of Title 18, United States Code, Section 656.

A TRUE BILL:

/s/
FOREPERSON OF THE GRAND JURY


Assistant United States Attorney

 10/19/10 1:40pm