

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA : INDICTMENT
-v.- : 09 Cr.
MARLENE BOSSOUS, :
FAITH ESIMAI, :
DAYANARA VELASQUEZ, :
HAROLD JOHN, :
a/k/a "Reverend John," and :
NORMAN BARABASH, :
Defendants. :
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09 CRIM. 978

COUNT ONE
(Conspiracy To Commit Wire And Bank Fraud)

The Grand Jury charges:

BACKGROUND

1. At various times relevant to this Indictment, Southwest Capital Corporation ("Southwest Capital") was a mortgage brokerage firm with offices in Queens, New York, and Pro Capital Corporation ("Pro Capital") was a mortgage brokerage firm with offices in New Rochelle and Brooklyn, New York. MARLENE BOSSOUS and DAYANARA VELASQUEZ, the defendants, were loan agents at both Southwest and Pro Capital.

2. At all times relevant to this Indictment, "Redeemed Realty" was a real estate company located in Queens, New York. FAITH ESIMAI, the defendant, was the agent and owner of "Redeemed Realty."

THE SCHEME TO DEFRAUD

3. From at least in or about 2005 through in or about 2008, and through the mortgage fraud scheme described herein, MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, fraudulently brokered, obtained, and assisted others in obtaining home mortgage loans from various lending institutions (the "lenders"). Through their scheme, the defendants obtained over 40 home mortgage loans for more than 25 properties under false and fraudulent pretenses, with a total face value of over \$13,517,486, in order to enrich themselves and their co-conspirators. Many of these loans are now in default and/or foreclosure.

4. In furtherance of the scheme to defraud, MARLENE BOSSOUS, FAITH ESIMAI, and DAYANARA VELASQUEZ, the defendants, and others known and unknown, prepared and submitted applications and supporting documentation for home mortgage loans to lenders with false or misleading information, in order to induce lenders to make loans to persons and at terms that the lenders otherwise would not have funded.

5. As a part of the scheme to defraud, MARLENE BOSSOUS and FAITH ESIMAI, the defendants, recruited individuals with minimal real estate experience to act as straw buyers for properties and to obtain home mortgage loans. The defendants recruited such straw buyers by, among other things, offering to

pay them several thousand dollars for the use of their name and credit information on the home mortgage loan applications, and/or falsely telling them that purchasing the target properties would be a good investment opportunity.

6. As a further part of the scheme to defraud, MARLENE BOSSOUS, FAITH ESIMAI, and DAYANARA VELASQUEZ, the defendants, submitted applications containing false statements and/or fraudulent documents to lenders to obtain home mortgage loans on behalf of actual buyers who intended to live in the properties but lacked the good credit, income, or other financial qualifications for approval.

7. In furtherance of the scheme to defraud, MARLENE BOSSOUS, FAITH ESIMAI, and DAYANARA VELASQUEZ, the defendants, fraudulently improved the applicants' credit worthiness by falsifying personal and financial information about the buyers that was material to the lenders in making their lending decisions. For example, BOSSOUS, ESIMAI, and VELASQUEZ prepared and submitted false and misleading information concerning the buyers' employment, income, and assets, among other things. The nature of the false representations depended upon the type of loan for which the buyer was applying. In the case of so-called "stated income" loans, in which the buyer typically paid a higher rate of interest but was not required to provide documentation establishing income in order to qualify for the loan, the falsified information consisted of false statements in the loan

applications. In the case of so-called "full-doc" loans, in which the applicant was required to provide proof of income to qualify for the loan, the falsified information consisted of false statements in the loan applications as well as fraudulent supporting documentation.

8. As further part of the scheme to defraud, MARLENE BOSSOUS, FAITH ESIMAI, and DAYANARA VELASQUEZ, the defendants, obtained false documentation concerning buyers' employment and income from, among others, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, who created such documentation for a fee, knowing that such documentation would be submitted to lenders in support of mortgage applications. JOHN created fraudulent W-2s, pay stubs, and other documents for the buyers, and provided those fake documents to BOSSOUS, ESIMAI, and VELASQUEZ by interstate fax and email, among other methods, for submission to the lending institutions in connection with the loan applications. BARABASH, a certified public accountant, created certifications falsely purporting to be the accountant for a buyer and falsely certifying the buyer's employment status. BARABASH provided those fake documents to BOSSOUS, ESIMAI, and VELASQUEZ by fax and email, among other methods, for submission to the lending institutions.

9. As a further part of the scheme to defraud, and in addition to the false statements concerning the buyers' financial profile, MARLENE BOSSOUS, FAITH ESIMAI, and DAYANARA VELASQUEZ,

the defendants, and others known and unknown, falsely represented to the lenders that the straw buyers intended to reside primarily in the property that would secure each mortgage or loan, when, in fact, the straw buyers did not intend to live in the property.

10. As further part of the scheme to defraud, MARLENE BOSSOUS and FAITH ESIMAI, the defendants, falsely improved the credit worthiness of the buyers by transferring money into the buyers' bank accounts and/or adding the buyers' names to the defendants' personal bank accounts, with the intention that these transactions would be reversed after the loan application had been approved by the lender.

11. As a further part of the scheme to defraud, once the home mortgage loans were approved by the lenders as a result of the defendants' fraudulent misrepresentations, the defendants, through their actions, caused the loan proceeds from various lenders to be transferred via interstate wire through the Southern District of New York.

12. As a further part of the scheme to defraud, FAITH ESIMAI, the defendant, at times offered to, and in fact did, manage properties obtained through fraud for straw buyers, collecting rents while also agreeing to make the mortgage payments. ESIMAI profited when the rent she collected was greater than the mortgage payment due. Eventually, however, ESIMAI failed to make mortgage payments on certain of the properties as she had promised, causing the straw buyers of those

properties to default on their mortgages.

13. The defendants involved in each transaction distributed the proceeds from the fraudulently obtained home mortgage loans amongst themselves and their co-conspirators for their personal gain. The defendants also obtained significant fees in connection with the fraudulent transactions from their respective roles as brokers, loan officers, and/or document makers. The defendants obtained additional funds through the collection of rental income on properties purchased through straw buyers.

THE DEFENDANTS

14. At all times relevant to this Indictment, MARLENE BOSSOUS, the defendant, obtained fraudulent documents regarding buyers' qualifications for home mortgage loans and assisted in the preparation and submission of fraudulent loan applications and other documents to the lenders.

15. At all times relevant to this Indictment, FAITH ESIMAI, the defendant, obtained fraudulent documents regarding buyers' qualifications for home mortgage loans, assisted in the preparation of fraudulent loan applications and other documents for submission to the lenders, and recruited straw buyers to participate in the fraudulent scheme.

16. At all times relevant to this Indictment, DAYANARA VELASQUEZ, the defendant, obtained fraudulent documents regarding buyers' qualifications for home mortgage loans and assisted in

the preparation and submission of fraudulent loan applications and other documents for submission to the lenders.

17. At all times relevant to this Indictment, HAROLD JOHN, a/k/a "Reverend John," the defendant, created false documentation of the buyers' employment and income for submission to lenders in connection with fraudulent loan applications.

18. At various times relevant to this Indictment, NORMAN BARABASH, the defendant, created false documentation of the buyers' employment and income for submission to lenders in connection with fraudulent loan applications.

FRAUD AS TO SELECTED PROPERTIES

19. As described above, in furtherance of the conspiracy and to effect the illegal objects thereof, MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, created and utilized fake documents and made false statements to lenders in order obtain home mortgage loans for buyers through fraud. For example:

Property Purchased by Straw Buyer 1

20. In or about February 2006, FAITH ESIMAI, the defendant contacted a straw buyer ("Straw Buyer 1") regarding an investment property in Brooklyn, New York, which was jointly owned by MARLENE BOSSOUS, the defendant, and another individual. Although BOSSOUS was the seller, she also acted as Straw

Buyer 1's mortgage broker for the property. Straw Buyer 1 provided his financial information to ESIMAI for inclusion in a "full-doc" loan application. However, STRAW BUYER 1 did not receive W-2s in connection with his employment between 2003 and 2006.

21. In or about February 2006, Straw Buyer 1 obtained a home mortgage loan in the amount of approximately \$530,000 for the purchase of the Brooklyn property. Documents submitted to the lender, New Century Mortgage Corporation, in connection with this transaction contained numerous false representations. Among other things, the documents falsely represented Straw Buyer 1's salary, bank account balance, and rental income. In addition, a fake pay-stub and W-2 from a company where Straw Buyer 1 had never worked were submitted to the lender, which falsely represented Straw Buyer 1's salary and employment. Following the closing, New Century Home Mortgage funded mortgage loans in the name of Straw Buyer 1 in the amount of approximately \$530,000, by wiring such funds through a bank account in New York, New York.

Property Purchased by Straw Buyer 2

22. In or about May 2006, FAITH ESIMAI, the defendant, recruited a straw buyer ("Straw Buyer 2") to act as a straw buyer for a property located in Rosedale, New York. In exchange for Straw Buyer 2's assistance, ESIMAI offered to pay Straw Buyer 2 approximately \$1,000. ESIMAI also informed Straw Buyer 2 that

ESIMAI would later refinance the property and remove Straw Buyer 2 from the mortgage.

23. In order to improve Straw Buyer 2's credit and financial condition for the mortgage application, FAITH ESIMAI, the defendant, fraudulently added Straw Buyer 2's name to ESIMAI's own bank account.

24. In or about May 2006, Straw Buyer 2 obtained a home mortgage loan in the amount of approximately \$540,000 for the purchase of the Rosedale property. Straw Buyer 2 later attended a closing at office of FAITH ESIMAI, the defendant, at which both ESIMAI and MARLENE BOSSOUS, the defendant, were present. BOSSOUS was listed as the interviewer on the mortgage loan application.

25. Documents submitted to the lender, Countrywide Home Loans, in support of the "full-doc" loan application contained numerous false representations. Among other things, the documents falsely represented Straw Buyer 2's salary, employment, and assets. In addition, the following false documents, among others, were submitted to the lender:

a. A fake pay-stub and W-2 from a company where Straw Buyer 2 had never worked, which falsely represented Straw Buyer 2's salary and employment;

b. A verification of rent, signed by ESIMAI, which falsely stated that Straw Buyer 2 had rented a property

from REDEEMED REALTY, ESIMAI's company; and

c. A verification of deposit from a bank which indicated Straw Buyer 2's current balance to be approximately \$87,573.32. In truth and in fact, and as ESIMAI well knew, the account did not belong to Straw Buyer 2 because ESIMAI had added Straw Buyer 2's name to ESIMAI's own bank account.

26. On or about February 1, 2006, MARLENE BOSSOUS, the defendant, emailed the fake pay-stub and W-2, referred to in paragraph 25(a), to FAITH ESIMAI, the defendant, for use in this transaction.

27. Following the closing, Countrywide Home Loans funded mortgage loans in the name of Straw Buyer 2 in the amount of approximately \$540,000 by wiring such funds through a bank account in New York, New York. FAITH ESIMAI, the defendant, paid Straw Buyer 2 approximately \$1,000 for Straw Buyer 2's assistance. Subsequently, Straw Buyer 2 learned that both the mortgage and the deed to the Rosedale property were listed in the name of both Straw Buyer 2 and MARLENE BOSSOUS, the defendant.

Property Purchased by Straw Buyer 3

28. In or about June 2006, FAITH ESIMAI, the defendant, contacted a straw buyer ("Straw Buyer 3") regarding an investment property in Brooklyn, New York. ESIMAI promised Straw Buyer 3 that ESIMAI would manage the property by collecting rent payments from tenants and paying the mortgage. ESIMAI also

informed Straw Buyer 3 that she would pay him approximately \$5,000 for his assistance.

29. FAITH ESIMAI, the defendant, then introduced Straw Buyer 3 to MARLENE BOSSOUS, the defendant, as the mortgage broker for the loan. To improve Straw Buyer 3's credit, BOSSOUS and ESIMAI arranged for additional so-called "show money" to be deposited in Straw Buyer 3's personal bank account. At the conclusion of the transaction, on or about July 14, 2006, Straw Buyer 3 wrote a personal check to Redeemed Realty for \$40,000 to repay the "show money."

30. In or about July 2006, Straw Buyer 3 obtained a home mortgage loan in the amount of approximately \$700,000 for the purchase of the Brooklyn property. Documents submitted to the lender, Fremont Investment and Loan, in support of the "full-doc" loan application contained numerous false representations. For example, the following false information and/or documents, among others, were submitted to the lender:

- a. A false statement of Straw Buyer 3's current bank balance;
- b. A false statement of the current market value of Straw Buyer 3's residence;
- c. Fraudulent lease agreements indicating that Straw Buyer 3 was leasing his residence; and

d. A false affidavit of occupancy stating that the Brooklyn property would be Straw Buyer 3's primary residence.

31. Following the closing of the transaction, on or about July 14, 2006, MARLENE, BOSSOUS, the defendant, wrote a personal check to Straw Buyer 3 for \$5,500. Subsequently, Straw Buyer 3 learned that the mortgage and the deed to the Brooklyn property were listed in the name of both Straw Buyer 3 and MARLENE BOSSOUS, the defendant.

Property Purchased by Straw Buyer 4

32. In or about July 2006, FAITH ESIMAI, the defendant, recruited a straw buyer ("Straw Buyer 4"), allegedly to help MARLENE BOSSOUS, the defendant, refinance BOSSOUS's property located in Flushing, New York. ESIMAI promised Straw Buyer 4 that ESIMAI would remove Straw Buyer 4's name from the refinanced mortgage within six months.

33. Straw Buyer 4 then attended a closing at the office of FAITH ESIMAI, the defendant, at which both ESIMAI and MARLENE BOSSOUS, the defendant, were present. In connection with the transaction, Straw Buyer 4 obtained a home mortgage loan in the amount of approximately \$600,000 for the purchase of the Flushing property. Documents submitted to the lender, Fremont Investment and Loan, in support of the full-doc loan application contained numerous false representations. For example, the

following false documents, among others, were submitted to the lender:

a. A fake pay-stub, W-2, and verification of employment from a company where Straw Buyer 4 had never worked, purporting to represent Straw Buyer 4's salary and employment; and

b. A false affidavit of occupancy stating that the property would be Straw Buyer 4's primary residence.

34. Subsequently, Straw Buyer 4 learned that the transaction in which he had participated had actually been for Straw Buyer 4 to purchase the property in Flushing, New York, and was not a refinancing. In addition, Straw Buyer 4's name was never removed from the mortgage or deed.

Property Purchased by Straw Buyer 5

35. In or about 2007, FAITH ESIMAI, the defendant, recruited a straw buyer ("Straw Buyer 5") to act as a straw buyer for a property located in Springfield Gardens, New York. In exchange for Straw Buyer 5's assistance, ESIMAI promised to pay Straw Buyer 5 approximately \$5,000. ESIMAI also informed Straw Buyer 5 that ESIMAI would refinance the property in one year and remove Straw Buyer 5 from the mortgage.

36. Straw Buyer 5 attended a closing at the office of FAITH ESIMAI, the defendant. In connection with the transaction, Straw Buyer 5 obtained a home mortgage loan in the amount of

approximately \$510,000 for the purchase of the Springfield Gardens property. MARLENE BOSSOUS, the defendant, was listed as the interviewer on the mortgage application. Documents submitted to the lender, Indy Mac, in support of the "stated income" loan application contained numerous false representations. Among other things, the documents falsely represented Straw Buyer 5's salary, employment, and assets.

Property Purchased by Straw Buyer 6

37. In or about April 2007, MARLENE BOSSOUS, the defendant, acted as mortgage broker for a straw buyer ("Straw Buyer 6") in connection with his purchase of a property in Springfield Gardens, New York. Straw Buyer 6 worked for FAITH ESIMAI, the defendant, in the office of Redeemed Realty.

38. Documents submitted to the lender, SunTrust Bank, in support of the "stated income" loan application contained numerous false representations. Among other things, the documents falsely represented Straw Buyer 6's salary and assets. In addition, the loan application contained a certification from NORMAN BARABASH, the defendant, falsely stating that BARABASH was the accountant for Straw Buyer 6 for the past six years and that Straw Buyer 6 was a self-employed computer engineer. Following the closing, SunTrust Bank funded mortgage loans in the name of Straw Buyer 6 and another individual in the amount of approximately \$380,000.

Property Purchased by Buyer 1

39. In or about June 2006, MARLENE BOSSOUS, the defendant, acted as mortgage broker for Buyer 1 in connection with his purchase of a property in Brooklyn, New York. Documents submitted to the lender, New Century Home Mortgage, from this closing contained numerous false representations. Among other things, the documents falsely represented Buyer 1's salary, employment, and assets. In addition, the loan application contained false pay stubs and W-2s which Buyer 1 had never received from the employer indicated and had never provided to BOSSOUS. Following the closing, New Century Home Mortgage funded mortgage loans in the name of Buyer 1 in the amount of approximately \$530,000, by wiring such funds through a bank account in New York, New York.

40. On or about June 6, 2006, MARLENE BOSSOUS, the defendant, wrote a check to HAROLD JOHN, a/k/a "Reverend John," the defendant, in the amount of \$300.00 with the name "Buyer 1" written in the memo portion.

STATUTORY ALLEGATION

41. From at least in or about 2005 through in or about 2008, in the Southern District of New York and elsewhere, MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each

other to commit offenses against the United States, to wit, to violate Sections 1343 and 1344 of Title 18, United States Code.

42. It was a part and an object of the conspiracy that MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

43. It was further a part and an object of the conspiracy that MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, would and did execute and attempt to execute a scheme and artifice to defraud financial institutions, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institutions, by means of false and fraudulent pretenses,

representations, and promises, in violation of Title 18, United States Code, Section 1344.

OVERT ACTS

44. In furtherance of the conspiracy and to effect the illegal objects thereof, MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. On or about April 28, 2006, ESIMAI signed a verification of rent to be included in a loan application package, which falsely stated that Straw Buyer 2 had rented a property from Redeemed Realty from January 2002 until in or about April 2006.

b. In or about June 2006, BOSSOUS informed Straw Buyer 3 that he needed additional "show money" in his personal bank account to qualify for the loan and facilitated the transfer of approximately \$40,000 into Straw Buyer 3's personal bank account, which was returned after the loan transaction was effectuated.

c. On or about June 6, 2006, BOSSOUS signed the home mortgage refinance loan application for a property which was submitted on behalf of Buyer 1.

d. On or about June 6, 2006, BOSSOUS wrote a check to JOHN in the amount of \$300.00 with the name "Buyer 1" written in the memo portion.

e. On or about April 6, 2007, BARABASH provided a signed certification falsely stating that BARABASH was the accountant for Straw Buyer 6 for the past six years and that Straw Buyer 6 was a self-employed computer engineer, for inclusion in a loan application.

f. On or about November 5, 2007, VELASQUEZ sent an email to JOHN with the subject line "Letter," which stated, "It's for mortgage application purposes, nothing else."

g. On or about January 16, 2008, VELASQUEZ sent an email to JOHN with the subject line "New Order," which provided, among other things, a name and employer of an unidentified female ("UF-1") and asked JOHN to create "pages 1, 2, and Schedule E of her 2006 tax returns." VELASQUEZ further asked, "What else do you need to complete this. I have to pay for this buy I'm a little short. I could pay u in about a week."

h. On or about January 28, 2008, JOHN sent an email to ESIMAI with subject line "re: udoji (amended)" and which attached a fraudulent pay stub purportedly for "Chinna Udoji" from "St. Paul's Community Services, Inc., 90-79 Sutphin Blvd., Jamaica, N.Y. 11435."

i. On or about March 14, 2008, BARABASH sent a facsimile to VELASQUEZ providing fraudulent certified public

accountant certifications for six individuals and requesting payment from VELASQUEZ of "\$100 per letter."

j. On or about January 18, 2009, JOHN replied to an email from VELASQUEZ stating, "For [UF-1], I have estimated adjusted gross income of \$118,501.00 (including the w-2 amount). Is this the amount you are looking for? If increase is needed, let me know before I finalize everything."

k. As a further part of the scheme to defraud, once the home mortgage loans were approved by the lenders as a result of the defendants' fraudulent misrepresentations, the defendants, by their conduct, caused the loan funds from various lenders to be transferred via interstate wire through New York, New York.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Wire Fraud re: Brooklyn, New York Property Purchased By Straw Buyer 1)

The Grand Jury further charges:

45. The allegations set forth in paragraphs 1 through 40 and 44 of this Indictment are repeated and re-alleged as if fully set forth herein.

46. In or about June 2006, in the Southern District of New York and elsewhere, MARLENE BOSSOUS and FAITH ESIMAI, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent

pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants submitted and caused to be submitted false salary, employment, and asset information, among other things, to New Century Home Mortgage, in order to procure a home mortgage loan in the amount of approximately \$530,000 in connection with Straw Buyer 1's purchase of a property located in Brooklyn, New York, which mortgage loan proceeds were transferred via interstate wire through New York, New York.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT THREE

(Wire Fraud re: Rosedale, New York Property Purchased By Straw Buyer 2)

The Grand Jury further charges:

47. The allegations set forth in paragraphs 1 through 40 and 44 of this Indictment are repeated and re-alleged as if fully set forth herein.

48. In or about May 2006, in the Southern District of New York and elsewhere, MARLENE BOSSOUS and FAITH ESIMAI, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause

to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants submitted and caused to be submitted false salary, employment, rent, and banking information, among other things, to Countrywide Home Loans, in order to procure a home mortgage loan in the amount of approximately \$540,000 in connection with the purchase of property located in Rosedale, New York, which mortgage loan proceeds were transferred via interstate wire through New York, New York.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT FOUR

(Wire Fraud re: Brooklyn, New York Property Purchased By Buyer 1)

The Grand Jury further charges:

49. The allegations set forth in paragraphs 1 through 40 and 44 of this Indictment are repeated and re-alleged as if fully set forth herein.

50. In or about June 2006, in the Southern District of New York and elsewhere, MARLENE BOSSOUS and HAROLD JOHN, a/k/a "Reverend John," the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of

wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants submitted and caused to be submitted false salary, employment, and asset information, among other things, to New Century Home Mortgage, in order to procure a home mortgage loan in the amount of approximately \$530,000 in connection with Buyer 1's purchase of a property located in Brooklyn, New York, which mortgage loan proceeds were transferred via interstate wire through New York, New York.

(Title 18, United States Code, Sections 1343 and 2.)

FORFEITURE ALLEGATION

51. As a result of committing one or more of the offenses alleged in Counts One through Four of this Indictment, MARLENE BOSSOUS, FAITH ESIMAI, DAYANARA VELASQUEZ, HAROLD JOHN, a/k/a "Reverend John," and NORMAN BARABASH, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461, any property constituting or derived from proceeds obtained directly or indirectly as a result of the offenses alleged in Counts One through Four of the Indictment, including but not limited to at least \$13,517,486 in United States currency, in that such sum in aggregate is property representing the approximate amount of proceeds obtained as a result of the

wire fraud offenses, for which the defendants are jointly and severally liable.

SUBSTITUTE ASSET PROVISION

52. If any of the above-described forfeitable property, 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 person;
- 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 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 defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Section 981; Title 21, United States Code, Section 853; and Title 28, United States Code, Section 2461.)

Sherry P. Cohen
FOREPERSON

Preet Bharara
PREET BHARARA
United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

MARLENE BOSSOUS,
FAITH ESIMAI,
DAYANARA VELASQUEZ,
HAROLD JOHN,
a/k/a "Reverend John," and,
NORMAN BARABASH,

Defendants.

INDICTMENT

09 Cr.

(18 U.S.C. §§ 1343, 1349 and 2.)

PREET BHARARA
United States Attorney

Darry Lachman