

Jennifer Burns 09 MAG 2287

Approved: Jennifer Burns
JENNIFER E. BURNS
Assistant United States Attorney

Before: THE HONORABLE DOUGLAS F. EATON
United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA	:	<u>SEALED COMPLAINT</u>
- v. -	:	Violation of 18 U.S.C. § 1349
BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson,"	:	COUNTY OF OFFENSE: NEW YORK
CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris,"	:	
CARIANNE JOHNSON, CARELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI,	:	
Defendants.	:	

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SOUTHERN DISTRICT OF NEW YORK, ss.:

BRYAN TREBELHORN, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation ("FBI") and charges as follows:

COUNT ONE

1. From at least in or around March 2003 up to and including in or around October 2006, in the Southern District of New York and elsewhere, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, CARRELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit an offense against the United States, to wit, to violate Sections 1343 and 1344 of Title 18, United States Code.

2. It was a part and an object of the conspiracy that BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, CARELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI, 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.

3. It was further a part and an object of the conspiracy that BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, CARELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI, the defendants, and others known and unknown, unlawfully, willfully, and knowingly would and did execute a scheme and artifice to defraud a financial institution, 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 institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

Overt Acts

4. In furtherance of the conspiracy and to effect the illegal objects thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about March 12, 2003, CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," the defendant, submitted documents containing false employment and income information to WAMU/Long Beach Mortgage to procure a home mortgage loan in the amount of \$316,000 for the purchase of a property located at 1349 East 65th Street, Brooklyn, New York.

b. On or about December 17, 2004, BRADLEY SKIERKOWSKI, the defendant, caused false employment and income information to be submitted in connection with a home mortgage loan application filed on behalf of CARONE JOHNSON.

c. On or about August 30, 2005, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," the defendant, submitted documents containing false employment, income and personal debt information to Argent Mortgage Company, LLC to obtain a home mortgage loan in the amount of \$546,250 to refinance 5515 Avenue O, Brooklyn, New York.

d. On or about August 30, 2005, OLIVER ANDERSON, the defendant, provided a document containing false information in connection with a home mortgage application being submitted by BEVERLY JOHNSON.

e. On or about September 30, 2005, CARIANNE JOHNSON, the defendant, submitted documents containing false employment and income information to Fremont Investment and Loan to procure a home mortgage loan for the purchase of a property located at 1334 East 69th St., Brooklyn, New York.

f. On or about February 28, 2006, CARELL JOHNSON, the defendant, submitted documents containing false employment and income information to Mortgage Lenders Network USA, Inc. to procure a home mortgage loan for the purchase of a property located at 714 Macon St., Brooklyn, New York.

g. In or about November 2006, the proceeds of a home mortgage loan were sent by JP Morgan Chase Bank by interstate wire through the Southern District of New York.

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

The bases for my knowledge of the foregoing charge are, in part, as follows:

5. I am a Special Agent with the FBI, and am currently assigned to a squad that investigates mortgage fraud. The information contained in this affidavit is based upon my personal knowledge and my review of documents and records gathered during the course of this investigation, as well as information obtained, directly or indirectly, from other sources and agents, including information provided to me in conversations with OLIVER ANDERSON and BRADLEY SKIERKOWSKI, the defendants. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts that I have learned during the course of the investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Relevant Entities and Individuals

6. Based on my review of documents obtained during the course of this investigation and my interview of various witnesses, among other things, I have learned the following:

a. At various times relevant to this Complaint, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," the defendant, was the owner of Poui Land Services, LLC ("Poui Land"), a title company. BEVERLY JOHNSON is the mother of defendants CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, and CARELL JOHNSON (collectively the "JOHNSONS"). BEVERLY ANDREA JOHNSON submitted and caused to be submitted false income and other information in connection with home mortgage loan applications submitted for some of the properties set forth in detail below ("the Properties").

b. At various times relevant to this Complaint, CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," the defendant, was an employee of Poui Land. CARONE JOHNSON submitted false income and other information in connection with home mortgage loan applications submitted for some of the Properties.

c. At various times relevant to this Complaint, CARIANNE JOHNSON, the defendant, was an employee of Poui Land. CARIANNE JOHNSON submitted false income and other information in connection with home mortgage loan applications submitted for some of the Properties.

d. At various times relevant to this Complaint, CARRELL JOHNSON, the defendant, was an employee of Poui Land. CARRELL JOHNSON submitted false income and other information in connection with a home mortgage loan application submitted for one of the Properties. CARRELL JOHNSON also served as the notary for the closings of several of the Properties.

e. At various times relevant to this Complaint, OLIVER ANDERSON, the defendant, was the owner of OGA Group, a financial services company. ANDERSON operated OGA Group at times from a space at 5515 Avenue O, Brooklyn, New York. ANDERSON provided false employment information and other documents in connection with home mortgage loan applications submitted by the JOHNSONS.

f. At various times relevant to this Complaint, BRADLEY SKIERKOWSKI, the defendant, was a loan agent at Eastern

American Mortgage who prepared home mortgage loan applications on behalf of the JOHNSONS for some of the Properties.

g. Pouli Land, a title company located at 5515 Avenue O, Brooklyn, New York, was owned and operated by the JOHNSONS. Pouli Land served as the title company at many of the closings of the Properties. As a title company, Pouli Land received significant fees to record titles and mortgages in connection with residential property sales.

h. At all times relevant to this Complaint, J.P. Morgan Chase Bank, N.A. was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation.

The Scheme to Defraud

7. Based on my review of documents, my interviews with witnesses, and my conversations with law enforcement officers, among other things, including all of the facts and circumstances described herein, I have probable cause to believe the following:

a. As set forth more fully below, from in or about March 2003 up to and including in or about October 2006, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, CARELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI, the defendants, and others known and unknown, engaged in an illegal scheme to defraud various lenders by submitting applications and supporting documentation for home mortgage loans to purchase or refinance existing loans on the Properties, which applications contained materially false or misleading information, in order to induce those lenders to make and/or fund loans to persons and at terms that the lenders otherwise would not have funded.

b. In furtherance of the scheme to defraud, and through fraudulent refinancing applications the defendants submitted for the Properties, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, and CARELL JOHNSON, the defendants, often with the assistance of OLIVER ANDERSON and BRADLEY SKIERKOWSKI, the defendants, stripped equity from the Properties in various ways. In doing so, the defendants received funds from the lenders through the refinancing to which they were not entitled.

c. In some instances, instead of refinancing certain of the Properties that they owned, the JOHNSONS sold, or "flipped," the properties to a straw purchaser, using loan applications that contained numerous false statements regarding the buyer's income, employment, and assets, among other things. In still other instances, the JOHNSONS purchased certain of the Properties in their own names, again using loan applications that contained numerous false statements regarding the buyer's income, employment, and assets, among other things. In doing so, the defendants received funds from the lenders through the property sales to which they were not entitled.

d. As a further part of the scheme, the JOHNSONS used the title company they controlled, Poui Land, as the title closer for most of the transactions, which was responsible for recording the mortgages and/or deeds, and paying the appropriate transfer taxes, for the sales and/or refinancings of the Properties. As a result, for many of the fraudulent transactions in which they were involved, directly or through straw purchasers, the JOHNSONS were able to obtain significant additional payments in the form of fees paid to Poui Land by the lenders. Further, by using Poui Land, the JOHNSONS controlled when, and whether, to record the deed transfers or mortgages, for the Properties. By failing to properly record the title for a mortgage on one of the Properties, the JOHNSONS created a false impression that they or another owned a property unencumbered. In addition, their failure to record the deed transfers allowed them to keep still additional funds provided to them to pay New York transfer taxes.

e. Through their scheme, the defendants obtained over seventeen (17) home mortgage loans for more than seven (7) properties under false and fraudulent pretenses, with a total face value of over \$5,300,000, in order to enrich themselves and their co-conspirators. Many of these loans are now in default and/or foreclosure.

1349 E. 65th St., Brooklyn, New York

8. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 1349 E. 65th St., Brooklyn, New York ("1349 E. 65th St."):

a. On or about March 12, 2003, CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," the defendant, purchased 1349 E. 65th St. for \$395,000, after procuring a loan in the amount of \$316,000. On that initial Form

1003 loan application, submitted to WAMU/Long Beach Mortgage, and signed by CARONE JOHNSON on or about March 12, 2003, CARONE JOHNSON stated that she was the CEO of Poui Land earning \$12,810 per month. A New York State driver's license issued to CARONE JOHNSON was included in the loan file. Poui Land, the title company for the transaction, received approximately \$22,708.41 from the closing. CARRELL JOHNSON, the defendant, served as the notary for the closing.

b. On or about December 17, 2004, CARONE JOHNSON refinanced 1349 E. 65th St. with a loan for \$382,500, obtained from Argent Mortgage Company LLC. The Form 1003 loan application, signed by CARONE JOHNSON on or about December 17, 2004, stated that CARONE JOHNSON earned \$9,550 per month as a Manager of Poui Land. Poui Land again served as the title company for the transaction and received approximately \$10,736 in fees from the closing. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent for this loan.

c. On or about August 30, 2005, CARONE JOHNSON refinanced 1349 E. 65th St. with a loan in the amount of \$494,000. The Form 1003 loan application submitted to New Century Mortgage Corporation stated that CARONE JOHNSON earned \$11,500 per month as a Manager for Poui Land. Poui Land, as title company for the transaction, received approximately \$17,615.67 in fees from the closing. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

d. Based on my review of employment information provided by Poui Land Services, LLC, in 2003, CARONE JOHNSON earned \$2,000 per month for her work as an independent contractor. In 2004, CARONE JOHNSON earned \$2,250 per month as an independent contractor. In 2005, CARONE JOHNSON earned \$2,295.83 per month as an independent contractor.

e. Based on my review of publicly available information, including from a publicly available website maintained by the City of New York, the deed and mortgage for 1349 E. 65th St. were not filed by Poui Land in 2003 after the closing. No real estate transfer taxes were assessed or paid on 1349 E. 65th St. The deed was ultimately recorded in April 2009, pursuant to a court order. The mortgages issued in 2003 and 2004 were not recorded. The August 30, 2005 mortgage was ultimately recorded in 2009 pursuant to the court order issued in connection with the deed. The refinance loan acquired in by CARONE JOHNSON in 2005 is currently in foreclosure.

5513 Avenue O, Brooklyn, New York

9. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 5513 Avenue O, in Brooklyn, New York ("5513 Avenue O"):

a. On or about January 5, 2005, CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," the defendant, purchased 5513 Avenue O, for \$480,000. CARONE JOHNSON obtained a mortgage in the amount of \$432,000 from Argent Mortgage Company LLC. The Form 1003 loan application, signed by CARONE JOHNSON on January 5, 2005, stated that CARONE JOHNSON earned \$9,550 per month as a Manager with Pou Land. Included in the loan file is a New York State driver's license issued to CARONE JOHNSON, of 5515 Avenue O, Brooklyn, New York.

b. Pou Land served as the title company for the closing and received approximately \$18,891.00 in fees.

c. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

d. Based on my review of publicly available information, including from a publicly available website maintained by the City of New York, I have learned that the mortgage was ultimately recorded in 2006. The loan is currently in foreclosure.

e. Based on my review of information provided by Pou Land Services, LLC, in 2005, CARONE JOHNSON earned \$2,295.83 per month as an independent contractor.

1332 E. 69th St., Brooklyn, New York

10. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 1332 E. 69th St., Brooklyn, New York ("1332 E. 69th St.").

a. On or about November 16, 2005, CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," the defendant, purchased 1332 E. 69th St., for \$579,000. CARONE JOHNSON obtained a first loan for \$463,200, and a second loan for \$115,800 from Fremont Investment and Loan. The loan applications submitted in connection with the two loans signed by CARONE JOHNSON on or about November 16, 2005, stated that CARONE JOHNSON was earning \$14,256 per month as General Manager of Pou Land.

According to the telephone verification form, an individual named "Andrea" at Pouli Land verified CARONE JOHNSON's employment. According to the written employment verification dated October 21, 2005, "Andrea Samuel," director at Pouli Land, completed a verification form for CARONE JOHNSON.

b. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

c. Based on my review of publicly available information, including from a publicly available website maintained by the City of New York, and conversations with the lending bank, the loans are currently in default and in foreclosure.

d. Based on my review of information provided by Pouli Land Services, LLC, in 2005, CARONE JOHNSON earned \$2,295.83 per month as an independent contractor.

714 Macon St., Brooklyn, New York

11. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 714 Macon Street, Brooklyn, New York ("714 Macon"):

a. On or about March 6, 2006, CARRELL JOHNSON, the defendant, purchased 714 Macon for \$680,000. CARRELL JOHNSON obtained a first loan for \$544,000 and a second loan for \$136,000 from Mortgage Lenders Network USA, Inc. The Form 1003 loan application stated that CARRELL JOHNSON was earning \$16,850 a month as an Account Executive of OGA Group. CARRELL JOHNSON signed the loan application on or about February 28, 2006. OLIVER ANDERSON, the defendant, is listed as the contact for CARRELL JOHNSON's verification of employment at OGA Group. Include in the loan file is a New York State driver's license in the name of CARRELL JOHNSON at 5515 Avenue O, Brooklyn, New York.

b. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

c. Pouli Land served as the title company for the transaction and received approximately \$68,486.78 in fees at the closing.

d. On or about August 5, 2009, I interviewed OLIVER ANDERSON, the defendant. ANDERSON stated in sum and substance, among other things:

(i) ANDERSON worked as a mortgage loan originator prior to starting his own business, OGA Group Inc., in 2004. ANDERSON first operated OGA Group out of his home as a financial consulting business.

(ii) ANDERSON met the JOHNSONS through his church and they became "very good friends." BEVERLY JOHNSON owned two title search companies: Poui Land and BCJ Research. When ANDERSON started OGA Group, he discussed ideas with the JOHNSONS, including opportunities for individuals to refinance their properties as cash-outs and then invest the money with ANDERSON. In or about 2005 or 2006, ANDERSON began renting office space above Poui Land's space at 5515 Avenue O.

(iii) In or about 2006, BRADLEY SKIERKOWSKI, the defendant, asked ANDERSON if he would allow OGA Group to be listed as CARRELL JOHNSON's employer on the loan application. CARRELL JOHNSON has never worked for OGA GROUP. ANDERSON agreed to allow OGA Group to be listed as CARRELL JOHNSON's employer. ANDERSON knew it was a lie and thought he was just doing a "favor for a friend." ANDERSON and SKIERKOWSKI did not discuss what salary would be shown on CARRELL JOHNSON's application. ANDERSON did not receive a call from the lending bank to verify that CARRELL JOHNSON worked for OGA Group.

e. Based on my review of publicly available information, including information from a publicly available website maintained by the City of New York, and information provided by the lending bank, the loan is in default and in foreclosure.

1334 E. 69th St., Brooklyn, New York

12. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 1334 E. 69th St., Brooklyn, New York ("1334 E. 69th St."):

a. On or about September 30, 2005, CARIANNE JOHNSON, the defendant, purchased 1334 E. 69th St. for \$579,000. CARIANNE JOHNSON obtained a first mortgage for \$483,200 and a second mortgage for \$115,800 from Fremont Investment and Loan. CARIANNE JOHNSON signed the application on or about October 6, 2005. On the Form 1003 applications submitted with those loans, CARIANNE JOHNSON stated that she earned \$14,806 per month as a Manager for Poui Land.

b. BRADLEY SKIERKOWSKI, the defendant, served as

the loan agent.

c. Based on my review of information provided by Pou Land Services, LLC, in 2005, CARIANNE JOHNSON earned \$1,531.25 per month as an independent contractor.

1365 E. 65th Street, Brooklyn, New York

13. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 1365 E. 65th Street, Brooklyn, New York ("1365 E. 65th St."):

a. On or about May 29, 2003, CARIANNE JOHNSON, the defendant, purchased 1365 E. 65th St. for \$375,000. CARIANNE JOHNSON purchased the property with a loan for \$337,500 obtained from Argent Mortgage Company LLC.

b. Based on my review of publicly available information, including information from a publicly available website maintained by the City of New York, the deed for the property was not filed until on or about July 1, 2005. The mortgage was never recorded.

c. On or about August 23, 2005, another individual ("Buyer-1"), purportedly purchased 1365 E. 65th St. from CARIANNE JOHNSON for \$460,000. Based on my review of publicly available information, including information from a publicly available website maintained by the City of New York, the deed transfer from CARIANNE JOHNSON to Buyer-1 was never recorded.

d. Based on a review of the Form 1003 loan application, Buyer-1 obtained a first loan for \$368,000 and a second loan for \$92,000 from Wilmington Finance. The loan file states that Buyer-1 worked for Pou Land as a Legal Assistant earning \$8,850 a month.

e. According to records provided by Pou Land, the Buyer has never been an employee of or been paid by Pou Land.

f. Pou Land served as the title company and received \$21,811.99 in fees from the closing.

g. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

h. Based on my review of publicly available information, including information from a publicly available website maintained by the City of New York, the first mortgage taken by Buyer-1 was recorded on or about August 31, 2006, and the second mortgage taken by Buyer-1 was recorded on October 16, 2006.

i. On or about October 18, 2006, CARIANNE JOHNSON purportedly sold 1365 E. 65th St., to another individual ("Buyer-2") for \$525,000. In or about November 2006, a first mortgage was obtained for Buyer-2 for \$420,000, and a second mortgage for \$105,000 from JP Morgan Chase Bank. Payment was made by means of an interstate wire transfer through the Southern District of New York. The loan application stated that Buyer-2 earned \$8,750 per month as an Account Executive for BCJ Research. In connection with the loan, the request for verification of employment contained information provided by "Beverly Samuels," an alias used by BEVERLY JOHNSON.

j. Poui Land served as the title company at the closing and received approximately \$15,170 in fees.

k. On or about March 23, 2009, I interviewed an individual who lived at 1365 E. 65th St. ("Tenant-1"). Tenant-1 stated, in sum and substance, among other things:

(i) Tenant-1 met BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," the defendant, at a church that they were attending at the time. BEVERLY JOHNSON is the mother of CARRELL JOHNSON, CARONE JOHNSON, and CARIANNE JOHNSON.

(ii) BEVERLY JOHNSON suggested that Tenant-1 and his family rent a property from her located at 1365 E. 65th Street, Brooklyn, New York, for \$1,500 a month. BEVERLY JOHNSON requested that Tenant-1 pay his rent in cash. Tenant-1 completed some minor repair jobs at the property. Tenant-1 paid BEVERLY JOHNSON cash for the rent for approximately two years. Tenant-1 became uncomfortable paying cash because he was not receiving receipts from BEVERLY JOHNSON. In October 2006, Tenant-1 paid his rent with a check. Once BEVERLY JOHNSON received the check, she contacted Tenant-1 and told him that she wanted to sell the property and "if he couldn't find anyone to buy then they (Tenant-1 and his family) would have to move out." Tenant-1 and his family did not want to move from the property; however, Tenant-1's credit was not good enough to be able to purchase the property.

(iii) Tenant-1 contacted his cousin, Buyer-2, and asked if Buyer-2 would help by purchasing the property for Tenant-1. Buyer-2 would own the property but Tenant-1 would continue to live there and pay the mortgage.

(iv) Tenant-1 and Buyer-2 went to 5513 Avenue O, Brooklyn, NY where BEVERLY JOHNSON had an office for her title company, Poui Land. On the second floor of 5513 Avenue O, OLIVER ANDERSON, the defendant, a mortgage broker, had an office. Tenant-1 and Buyer-2 met with ANDERSON to discuss mortgage options.

(v) The closing took place at the end of November 2006. Tenant-1 and Buyer-2 believed that the mortgage was going to be in both their names and did not understand why Buyer-2 was the only one signing papers. BEVERLY JOHNSON told Tenant-1 not to worry. Among others, BEVERLY JOHNSON, CARIANNE JOHNSON, and CARRELL JOHNSON attended the closing. CARRELL JOHNSON acted as the notary at the closing. CARIANNE JOHNSON was identified as the seller of the property.

(vi) After the closing, neither Tenant-1 nor Buyer-2 received paperwork. Tenant-1 began paying the mortgage. For the first six months after the closing the payments were below \$4,000; after the initial sixth month period ended, the payments went up to over \$4,000. Tenant-1 contacted BEVERLY JOHNSON regarding the payment increase and BEVERLY JOHNSON told Tenant-1 to "pay for a year and then refinance." Tenant-1 however did not want to wait for a full year and began to search for refinancing after the first six months. While he was looking for refinancing he was advised by a bank that he could not refinance because neither he nor Buyer-2 owned the property. Tenant-1 learned that the deed and mortgage from the November 2006 closing were never recorded and the deed was still in CARIANNE JOHNSON's name. Tenant-1 advised BEVERLY JOHNSON and she responded that Tenant-1 should "just pay the mortgage."

1. On or about March 23, 2009, I interviewed Buyer-2. Buyer-2 stated in sum and substance, among other things:

(i) Buyer-2 was purchasing the property for Tenant-1 who planned to live at 1365 E. 65th St. and pay the mortgage. Buyer-2 believed he was participating in a legitimate transaction. Buyer-2 was directed by BEVERLY JOHNSON, the defendant, to speak to OLIVER ANDERSON, the defendant, to obtain a mortgage. Buyer-2 met with ANDERSON at his office at 5513 Avenue O, Brooklyn, New York. Buyer-2 provided ANDERSON with his employment information including pay stubs and W-2 forms.

ANDERSON did not ask Buyer-2 how much money he had in his bank account. While the loan application stated that Buyer-2 earned \$8,750 per month as an Account Executive for BCJ Research, Buyer-2 never worked for BCJ Research.

(ii) BEVERLY JOHNSON provided a lawyer for Buyer-2 to use in the transaction. BEVERLY provided all the documents needed for the closing. Buyer-2 was not given an opportunity to read the documents that he signed.

(iii) CARRELL JOHNSON served as the notary at the closing.

m. Based on my review of publicly available information, including information from a publicly available website maintained by the City of New York, I have learned that proceeds of the purported sale to Buyer-2 went to satisfy the outstanding mortgages listed in Buyer-1's name. The deed transfer to Buyer-2 was never filed. Based on discussions with the issuing bank, Buyer-2's mortgages were never filed. The loans issued to Buyer-2 are currently in default; however no foreclosure action has yet been taken. Currently, the records filed with the City of New York reflect CARIANNE JOHNSON as the owner of 1365 E. 65th St., with no mortgages outstanding.

n. On or about August 5, 2009, I interviewed OLIVER ANDERSON, the defendant. ANDERSON stated in sum and substance, among other things, regarding 1365 E. 65th St.:

(i) ANDERSON met Buyer-2 and Tenant-1 through the same church at which he met the JOHNSONS. Tenant-1 was renting an apartment from the JOHNSONS. Tenant-1 approached ANDERSON to find out what mortgage rate he could get to purchase the home from the JOHNSONS. Tenant-1 told ANDERSON that he did not have an established credit history. ANDERSON believed Tenant-1 worked as a handy man for BCJ Research. When Tenant-1 stated that he had someone, Buyer-2, willing to purchase the property in Buyer-2's name and allow Tenant-1 to live there, ANDERSON referred Buyer-2 to SKIERKOWSKI. ANDERSON had previously referred customers, including the JOHNSONS, to SKIERKOWSKI for mortgages. ANDERSON has never met SKIERKOWSKI. SKIERKOWSKI did not ultimately handle the loan for Buyer-2. ANDERSON would receive 30% of SKIERKOWSKI's net fees.

5515 Avenue O, Brooklyn, New York

14. As set forth in more detail below, based on my review of documents and my conversations with others, I have learned the following regarding 5515 Avenue O, Brooklyn, New York ("5515 Avenue O"):

a. On or about August 30, 2005, BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," the defendant, obtained a home mortgage loan in the amount of \$546,250 to refinance 5515 Avenue O through Argent Mortgage Company LLC. The Form 1003 loan application which stated that "Beverly Johnson" was President of BCJ Research and earned \$18,500 per month, was signed by BEVERLY ANDREA JOHNSON on August 30, 2005. The loan application listed a debt of \$180,000 owed to OGA Group. A New York State driver's license for BEVERLY JOHNSON of 5515 Avenue O was included in loan file. BEVERLY ANDREA JOHNSON also submitted a letter stating that the "reason for the cash out" was "to pay off some existing debts and to do some home improvement."

b. BRADLEY SKIERKOWSKI, the defendant, served as the loan agent.

c. Poui Land served as the title company for the refinance and received \$15,630 in fees.

d. Included in the loan file was a letter from an accountant ("the Accountant") stating that he was the accountant for BEVERLY ANDREA JOHNSON and was "solely responsible" for the preparation of BEVERLY's personal income tax returns for the years 2001 through 2005. The letter further stated that BEVERLY was "self employed with 100% ownership, and functions as Owner/Manager, B.C.J. RESEARCH." The Accountant indicated he was also responsible for the "review of the accounting for the said business."

e. Included in the loan file was a letter on the letterhead of OGA Group titled "Payoff Statement," addressed to BEVERLY JOHNSON at 5515 Avenue O. The letter stated that \$181,800 was due to OGA Group for supplies and servicing fees. The letter directed that payment be made to OGA Group at 1527 E. 51st Street, Brooklyn, New York. Based on my review of records provided by the closing attorney for this property, the funds were paid to OGA OGroup.

f. Foreclosure proceedings on 5515 Avenue O began in or about October 2006, and started again in or about February 2007.

g. On or about August 5, 2009, I interviewed OLIVER ANDERSON, the defendant. ANDERSON stated in sum and substance, among other things:

(i). ANDERSON sought to open a line of credit with a bank. ANDERSON asked BEVERLY JOHNSON to borrow approximately \$180,000 so he could deposit it into his account for a couple days to give the bank the false impression he was in a better financial position. ANDERSON did not get approved for the line of credit and returned the money to BEVERLY JOHNSON within a few days.

(ii). According to ANDERSON, the letter in the loan file was created to mislead the lending bank into thinking that BEVERLY ANDREA JOHNSON owed ANDERSON money, when in fact no money was owed. Based on that representation, the settlement agent gave a check to ANDERSON in the amount of \$181,800 at the closing as a payoff of the debt. ANDERSON never loaned BEVERLY JOHNSON money in his personal capacity or on behalf of OGA Group. SKIERKOWSKI instructed ANDERSON to provide the letter.

15. On or about July 14, 2009, I interviewed BRADLEY SKIERKOWSKI, the defendant, by telephone. SKIERKOWSKI stated in sum and substance, among other things:

a. As a mortgage loan agent, SKIERKOWSKI worked with individuals who had contacted Eastern American Mortgage ("EAM") and were then directed to him. SKIERKOWSKI generally spoke to these individuals by telephone and assisted them in preparing their loan application and then submitting their application to lenders. SKIERKOWSKI rarely met the borrowers in person.

b. SKIERKOWSKI was referred BEVERLY ANDREA JOHNSON, the defendant, and her daughters, by OLIVER ANDERSON, the defendant. The JOHNSONS provided their financial information to SKIERKOWSKI by facsimile. SKIERKOWSKI spoke by telephone to each JOHNSON individually regarding their loans. The JOHNSONS's loans were stated loans and did not require documentation to support their income.

c. SKIERKOWSKI stated that he did not pay particular attention to the loan applications and did not notice

changes in the JOHNSONS's reported income. SKIERKOWSKI did not compare applications submitted by the same borrower for any discrepancies.

d. SKIERKOWSKI stated that the JOHNSONS were not real estate investors.

e. Poui Land Services was the title company that was used for the loans SKIERKOWSKI processed for the JOHNSONS. BEVERLY JOHNSON worked for Poui Land. BCJ Research was the company listed on some of the JOHNSONS's applications. The JOHNSON daughters worked for BCJ Research, which was owned by BEVERLY JOHNSON.

f. On average, SKIERKOWSKI earned a three percent (3%) commission on the loans that closed.

16. On or about August 28, 2009, I interviewed BRADLEY SKIERKOWSKI, the defendant, in person. SKIERKOWSKI stated in sum and substance, among other things:

a. SKIERKOWSKI knew OLIVER ANDERSON, the defendant, prior to starting to work at EAM. ANDERSON owned and operated OGA GROUP, a financial consulting business.

b. SKIERKOWSKI estimates that he was a loan agent for approximately 100 to 125 loans while employed at EAM. SKIERKOWSKI estimates that approximately 20 or more of those loans were brought to him by ANDERSON.

c. SKIERKOWSKI was introduced to the JOHNSONS through ANDERSON. SKIERKOWSKI has never met the JOHNSONS and only dealt with them by telephone. SKIERKOWSKI thought that BCJ Research conducted market research in the New York area.

d. SKIERKOWSKI thought the income the JOHNSONS claimed on the loans he processed for them "seemed odd." However, because the JOHNSONS owned a title company, SKIERKOWSKI believed they made a lot of money.

e. SKIERKOWSKI did make an inquiry to EAM's head office regarding a possible conflict of interest on one of the loans he handled for the JOHNSONS. Poui Land was going to be the title company and the borrower was an employee of Poui Land. EAM's head office stated that there would be no problem with the loan.

f. When a stated loan was brought to SKIERKOWSKI,

he would "have a moral obligation" to make sure he put the borrower into a loan that they could afford. When SKIERKOWSKI was satisfied that the borrower would be able to afford the payments, he would then fill in the loan application with an income amount that he believed would be most likely to get the bank to approve the loan. SKIERKOWSKI stated that he would not use a borrower's real income amount; rather he would input an amount that he believed would be approved by the bank. The verification of employment ("VOE") for the stated loans would typically be a cell phone number.

17. On or about September 17, 2009, I interviewed an attorney who was the closing attorney for many real estate transactions in which BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, and CARELL JOHNSON, the defendants, were involved (the "Closing Attorney"). The Closing Attorney stated, in sum and substance, among other things:

a. The Closing Attorney met BEVERLY JOHNSON, the defendant, in the mid to late 1990's. BEVERLY JOHNSON was working as a real estate agent at the time; BEVERLY JOHNSON had not yet started her title company. When BEVERLY JOHNSON opened Pou Land Services, LLC, the Closing Attorney used Pou Land to conduct title searches on real estate transactions. BEVERLY JOHNSON'S three daughters worked with her: CARRELL JOHNSON, CARONE JOHNSON, and CARIANNE JOHNSON.

b. The Closing Attorney functioned as the closing agent on various transactions for the JOHNSONS, including purchases and refinances. The Closing Attorney's role was to protect the interest of the bank; as such, the Closing Attorney was responsible for verifying that the paperwork was completed to transfer title and place the lien. Pou Land usually acted as the title company used for these closings. CARRELL JOHNSON was usually the title closer who would attend the closings and process the title paperwork. Once the paperwork was completed at the closing, the title closer collected the paperwork to take to the title company for recording with the city. The Closing Attorney would not know if a title has been recorded until long after the closing. The Closing Attorney stated that the bank only calls when "something happens."

c. The Closing Attorney recalled a transaction on which Pou Land was the title company which was not recorded. The Closing Attorney received a call from the bank who advised the Closing Attorney that the mortgage was not recorded. The

Closing Attorney called Pouli Land and was told "yea yea" and that it would get recorded.

d. The Closing Attorney met OLIVER ANDERSON, the defendant, during one of the JOHNSONS's real estate transactions. ANDERSON would usually attend the closings. The Closing Attorney did not know what role ANDERSON played in the transactions, but assumed ANDERSON had something to do with the origination of the loan.

18. Based on my review of bank records I know that at least some of the loans discussed above were funded by interstate wires through the Southern District of New York.

19. Based on my review of bank records and conversations with bank employees, I have learned that the proceeds of the home mortgage loans funded by Argent Mortgage company LLC were sent by Deutsche Bank by interstate wire through the Southern District of New York.

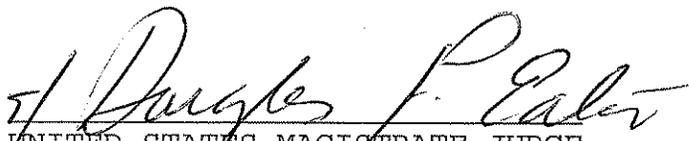
20. Based upon my review of publicly available information, I know that Fremont Investment and Loan, JP Morgan Chase and Washington Mutual are FDIC insured institutions.

WHEREFORE, deponent respectfully requests that BEVERLY ANDREA JOHNSON, a/k/a "Beverly Johnson," a/k/a "Beverly Samuels," a/k/a "Andrea Johnson," CARONE JOHNSON, a/k/a "Carone Johnson-Holt," a/k/a "Carone Morris," CARIANNE JOHNSON, CARELL JOHNSON, OLIVER ANDERSON, and BRADLEY SKIERKOWSKI, the defendants, be arrested, and imprisoned, or bailed, as the case may be.



BRYAN TREBELHORN
SPECIAL AGENT
FEDERAL BUREAU OF INVESTIGATION

Sworn to before me this
14th day of October, 2009



UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK

DOUGLAS F. EATON
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK