

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA : INDICTMENT
-v.- : 09 Cr.

DEAN RESKAKIS,
ADEOLU ADENIJI,
a/k/a "Larry Ade," and
SHARON FRIDAY,
a/k/a "Sharon Friday Cudjoe,"

09 CRIM. 975

Defendants. :

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COUNT ONE

(Conspiracy To Commit Wire And Bank Fraud)

The Grand Jury charges:

BACKGROUND

1. At all times relevant to this Indictment, DEAN RESKAKIS, the defendant, was an attorney licensed to practice law in New York State. RESKAKIS served as an attorney on behalf of banks, purchasers and sellers at real property closings.

2. At all times relevant to this Indictment, Joam LLC ("Joam") was a purported real estate brokerage company located in Brooklyn, New York. ADEOLU ADENIJI, a/k/a "Larry Ade," the defendant, controlled Joam.

3. At all times relevant to this Indictment, SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendant, represented to purchasers and sellers of real property that she was an

attorney licensed to practice law in New York State. In fact, FRIDAY was not licensed to practice law in the State of New York. Nevertheless, FRIDAY represented that she was an attorney practicing law with DEAN RESKAKIS, the defendant, and served as an attorney on behalf of home purchasers.

4. At all times relevant to this Indictment, Three 13 Development Corp. ("Three 13 Development") was a purported real estate development company located in Freeport, New York. SHARON FRIDAY, the defendant, controlled Three 13 Development.

5. At all times relevant to this Indictment, 85 Pulaski Street Corp. ("85 Pulaski") was a purported property real estate management and consulting company located in Brooklyn, New York. ADEOLU ADENJINI, a/k/a "Larry Ade," the defendant, represented that he was an agent for 85 Pulaski.

6. At all times relevant to this Indictment, J.P. Morgan Chase Bank, N.A. ("J.P. Morgan Chase"), AmTrust Bank ("AmTrust"), and IndyMac Bank, F.S.B. ("IndyMac") were financial institutions, the deposits of which were insured by the Federal Deposit Insurance Corporation.

THE SCHEME TO DEFRAUD

7. At all times relevant to this Indictment, and through the mortgage fraud scheme described herein, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and others known and unknown, fraudulently obtained, and assisted others in

fraudulently obtaining, home mortgage loans from various lending institutions (the "lenders") for the purchase of certain residential properties (the "target properties"). Through their scheme, the defendants obtained numerous home mortgage loans under false and fraudulent pretenses, with a total face value of over \$6,000,000, in order to enrich themselves and their co-conspirators. All of these loans are now in default and/or foreclosure.

8. In furtherance of the scheme to defraud, from at least in or about June 2007 through in or about January 2008, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and others known and unknown, prepared and submitted, and assisted in the preparation and submission of, applications and supporting documentation for home mortgage loans 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.

9. As part of the scheme to defraud, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendant, and others known and unknown, recruited and maintained relationships with individuals with minimal real estate experience to act as straw buyers for certain properties and to obtain home mortgage loans. The defendants recruited such straw buyers by, among other things, falsely telling them that they were joining an investment club that would purchase and try

to either operate or resell the properties at a profit.

10. As a further part of the scheme to defraud, the straw buyers provided information regarding their identities, assets and credit to ADEOLU ADENIJI, a/k/a "Larry Ade," the defendant, and others known and unknown, who later used that information in causing loan applications and information to be prepared and submitted on behalf of the straw buyers for home mortgage loans. These loan applications purported to accurately represent the personal and financial information of each straw buyer to the lenders. However, the loan applications and related information fraudulently improved the straw buyers' credit worthiness by falsifying personal and financial information about the straw buyers that was material to the lenders in making their lending decisions. For example, the loan applications contained false and misleading information concerning the straw buyers' employment, income and assets, among other things. In addition to these misrepresentations in the applications, the defendants also prepared or caused to be prepared and submitted falsified verification of employment reports and falsified verification of rental history reports.

11. As a further part of the scheme to defraud, and in addition to the false statements concerning the straw buyers' financial profile, ADEOLU ADENIJI, a/k/a "Larry Ade," the defendant, and others known and unknown, in some instances, caused to be prepared and submitted certain loan applications

that falsely represented to the lenders that the straw buyers intended to reside primarily in the properties that would secure those mortgages or loans, when, in fact, the straw buyers did not intend to live in the properties.

12. As a further part of the scheme to defraud, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, sought and obtained home mortgage loans on behalf of the straw buyers for homes at values that were well in excess of the prices at which the sellers agreed to sell the properties and well in excess of the prices at which the properties were actually sold. The difference between the actual purchase prices and the home mortgage loan amounts represented, in part, the defendants' profits from the scheme.

13. In order to induce the lenders to issue home mortgage loans in amounts well above the actual sale prices, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and others known and unknown, prepared and submitted, and assisted in the preparation and submission of, additional fraudulent documents in support of the loan applications, such as phony contracts of sale which purported to show that the straw buyers had contracted to purchase these properties at inflated prices, when in fact the prices were much lower. Thus, in some instances, the defendants prepared one false contract and/or related documents listing a

lower purchase price, which contract and/or related documents were provided to the seller, and prepared a second false contract listing a much higher purchase price, which was provided to the lender and depicted a transaction from the original seller to the straw buyer.

14. As a further part of the scheme to defraud, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, in at least one instance, falsely represented to a lender that the sale of a property for which a straw buyer received a home mortgage loan closed at or about the purported contract price included in the straw buyer's application for the loan, when, in fact, the transaction never occurred at all. In this instance, the defendants' profit consisted of the entire home mortgage loan amount, as they were not required to pay an actual seller of the property.

15. 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 caused the loan funds to be transferred via interstate wires to the bank accounts of the settlement agent. DEAN RESKAKIS, the defendant, in addition to serving as an attorney for certain of the straw buyers, also served as the settlement agent for several of the closings of the purchases of the target properties. As both settlement agent and attorney for certain of the parties,

RESKAKIS then disbursed the funds by check and wire transfer to himself, Joam and other entities for the benefit of the defendants, or to the defendants directly. In instances where RESKAKIS was not the actual settlement agent for the transaction, he inserted himself into the transaction so that he could gain control over the disbursement of the ill-gotten mortgage funds.

16. As a further part of the scheme to defraud, DEAN RESKAKIS, the defendant, in most instances, also prepared fraudulent settlement statements, known as "HUD-1s," containing false sales prices and forged signatures and submitted those statements to the lenders to make it appear as if the sales occurred at the inflated sales price and/or between the parties listed on the HUD-1s. In at least one instance, the HUD-1 was forged to create the impression that a property sales transaction had taken place, when in fact no sales transaction involving the property had occurred.

17. In most instances, DEAN RESKAKIS, the defendant, completed the transactions for the target properties by using the funds that he obtained from the lenders, directly or through the other settlement agents, in order to pay off the remainder of the purchase price of the target properties. In doing so, RESKAKIS, assisted by SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendant, caused the straw buyers, Joam or 85 Pulaski Street Corp. to acquire title to the target properties at prices significantly lower than the contract price represented to the

lenders, leaving a significant balance from the home mortgage loan amount as a profit for the defendants.

18. 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 attorney and/or broker.

THE DEFENDANTS

19. At various times relevant to this Indictment, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and others known and unknown, identified the target properties to be purchased by the straw buyers, and arranged to purchase the properties from the sellers.

20. At various times relevant to this Indictment, ADEOLU ADENIJI, a/k/a "Larry Ade," the defendant, recruited and maintained relationships with straw buyers. ADENIJI, assisted by SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendant, collected information from the straw buyers regarding their income, assets and credit. ADENIJI and FRIDAY used the information from the straw buyers in causing loan applications to be prepared and submitted on behalf of the straw buyers for home mortgage loans.

21. At various times relevant to this Indictment, DEAN RESKAKIS, the defendant, was a lawyer who was paid to represent straw buyers and to act as a settlement agent at closings for the target properties. RESKAKIS caused forged and fraudulent documents to be submitted to the lenders to make it appear as if transactions involving the target properties occurred as represented to the lenders in the home mortgage loan applications, that is, at the inflated sales price and/or between the parties listed on the HUD-1. For example, RESKAKIS prepared and notarized several documents reflecting that a straw buyer was present at a closing and had signed several documents in RESKAKIS's presence when, in fact, the straw buyer did not attend any such closing and had not signed the accompanying documents. RESKAKIS also caused proceeds from the home mortgage loans to be distributed, by checks and wires, to himself, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and/or entities controlled by the defendants.

22. At various times relevant to this Indictment, SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendant, in addition to assisting ADEOLU ADENIJI, a/k/a "Larry Ade," the defendant, in recruiting and maintaining relationships with straw buyers, acted as an attorney for straw buyers of several of the target properties. FRIDAY, however, was not licensed by the

State of New York to practice law. FRIDAY also obtained a power of attorney for ADENIJI in his capacity as an agent for Joam, and signed several fraudulent documents to effectuate fraudulent transfers of the target properties to and from JOAM and other entities.

FRAUD AS TO SELECTED PROPERTIES

23. As described above, in furtherance of the conspiracy and to effect the illegal objects thereof, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, and others known and unknown, through the use of fraudulent documents and false representations, obtained home mortgage loans for straw buyers to fund the purchase of properties at prices well in excess of the actual sales prices. For example:

Properties Purchased By Straw Buyer 1

24. In or about 2007, ADENIJI, and others known and unknown, recruited a straw buyer ("Straw Buyer 1") to purchase properties located at 404 West 145th Street, New York, New York, 16 Monaco Place, Brooklyn, New York, and 726 Madison Street, Brooklyn, New York, among others.

404 West 145th Street, New York, New York

25. In or about January 2008, Straw Buyer 1 obtained home mortgage loans for 404 West 145th Street, New York, New York in the aggregate amount of approximately \$1,920,000, with a

purported purchase price of \$2,400,000. However, in truth and in fact, and as the defendants well knew, 404 West 145th Street was actually purchased by Joam for \$1,250,000. The defendants used the mortgage loans obtained by Straw Buyer 1 to pay off the initial purchase by Joam, and to enrich themselves. The difference between the actual purchase price of \$1,250,000 and the mortgage loans of \$1,920,000 was the defendants' illicit profits from the transaction.

26. Documents and information prepared or caused to be prepared by ADENIJI and submitted to the lender, J.P. Morgan Chase, in connection with Straw Buyer 1's application for the home mortgage loans contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 1 intended to live in the property as a primary residence and falsely overstated Straw Buyer 1's income and assets. The documents and information also falsely represented that Straw Buyer 1 (1) worked for a particular employer, and (2) had agreed to a purchase price of \$2,400,000 for the property. In truth and in fact, as the defendants well knew, none of these representations were true.

27. Moreover, although the loan application documents and information submitted to J.P. Morgan Chase stated that the property had been sold to Straw Buyer 1 for \$2,400,000, RESKAKIS filed or caused to be filed a deed and related documents

reflecting that, on or about January 17, 2008, the property was sold to Joam for \$1,250,000. To effectuate this transaction, FRIDAY, among other things, signed several documents as attorney in fact for ADENIJI, who was listed as Joam's agent.

28. On or about January 18, 2008, out of the proceeds from the loans issued by J.P. Morgan Chase, the settlement agent for the closing distributed approximately \$268,425.50 via wire to RESKAKIS and \$150,000 via check to Joam, which check ADENIJI subsequently cashed. On or about that same day, RESKAKIS subsequently transferred \$60,000 via wire to 85 Pulaski, for which ADENIJI was purportedly an agent, and \$10,000 via check to Three 13 Development, which was controlled by FRIDAY.

29. In truth and in fact, as the defendants well knew, no such fees or payments to RESKAKIS or other defendants were warranted, as the sale to Straw Buyer 1 never occurred in the manner represented to the lender. Nonetheless, in an effort to conceal the nature of the fraudulent transaction, RESKAKIS, and others known and unknown, caused to be prepared and submitted to J.P. Morgan Chase a fraudulent HUD-1 settlement statement reflecting a sale of the property to Straw Buyer 1 on or about January 17, 2008 for \$2,400,000.

16 Monaco Place, Brooklyn, New York

30. In or about November 2007, Straw Buyer 1 obtained a home mortgage loan for the purchase of 16 Monaco Place, Brooklyn, New York, in the amount of approximately \$592,500. In truth and in fact, no such sale ever took place, and the defendants simply misappropriated the proceeds from the home mortgage loan they obtained on Straw Buyer 1's behalf to purchase the property.

31. Documents and information prepared or caused to be prepared by ADENIJI and submitted to the lender, AmTrust, in connection with Straw Buyer 1's application for the home mortgage loan contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 1 (1) worked for Three 13 Development, which was controlled by FRIDAY, (2) owned assets well in excess of what Straw Buyer 1 actually owned, (3) provided or would provide \$237,022.60 as a downpayment towards the purchase of the property, and (4) had agreed to a purchase price of \$790,000 for the property. In truth and in fact, as the defendants well knew, none of these representations were true.

32. Moreover, RESKAKIS, as the settlement agent for the sale of the property, prepared or caused to be prepared and submitted a settlement statement to AmTrust reflecting that, on or about November 13, 2007, the property was sold to Straw Buyer

1 for \$790,000. However, no such transaction occurred. Indeed, the purported seller of the property did not actually sell the property until in or about February 2009, when the property was sold to an unrelated party for approximately \$310,000.

33. On or about November 13, 2009, from the home mortgage loan proceeds, RESKAKIS, as settlement agent for the sale of the property to Straw Buyer 1, received approximately \$598,923.98 from AmTrust. From these proceeds, RESKAKIS, on or about November 14, 2007 and November 16, 2007, transferred a total of \$390,000 via checks to Joam, which checks ADENIJI cashed. Additionally, on or about November 14, 2007, RESKAKIS transferred \$2,000 via check to FRIDAY and an additional \$1,850 via check to himself for "buyer and bank atty fee."

726 Madison Street, Brooklyn, New York

34. In or about November 2007, Straw Buyer 1 obtained a home mortgage loan for the purchase of 726 Madison Street, Brooklyn, New York, in the amount of approximately \$533,850. In truth and in fact, and as the defendants well knew, 726 Madison Street had been purchased earlier by Joam for approximately \$450,000. The defendants used the mortgage loan obtained by Straw Buyer 1 to pay off the purchase by Joam, and to enrich themselves. The difference between the purchase price of approximately \$450,000, and the home mortgage loan of

approximately \$533,850 obtained by Straw Buyer 1, constituted the defendants' illicit profits from this transaction.

35. Documents and information prepared or caused to be prepared by ADENIJI and submitted to the lender, AmTrust, in connection with Straw Buyer 1's application for the home mortgage loan contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 1 (1) worked for Three 13 Development, which was controlled by FRIDAY, (2) provided or would provide \$316,170.27 as a downpayment towards the purchase of the property, and (3) had agreed to a purchase price of \$815,000 for the property. In truth and in fact, as the defendants well knew, none of these representations were true.

36. Moreover, although application documents and information submitted to AmTrust stated that Straw Buyer 1 had agreed to purchase the property for \$815,000, RESKAKIS, ADENIJI and FRIDAY caused the property to be sold to Joam for \$450,000 on or about October 20, 2007. To effectuate the sale of the property to Joam, RESKAKIS, among other things, notarized several documents in connection with the sale of the property to Joam.

37. On or about November 5, 2007, RESKAKIS, as purported settlement agent for the sale of the property to Straw Buyer 1, received approximately \$543,078.36 from AmTrust. Of these proceeds, on or about November 5, 2007, RESKAKIS transferred \$75,000 via check to Joam, which ADENIJI subsequently

cashed. Also on or about November 5, 2007, RESKAKIS transferred \$2,000 via check to FRIDAY and an additional \$1,850 via check to himself for "bank and buyer's atty. fee."

38. In truth and in fact, as the defendants well knew, no such fees or payments to the defendants were warranted, as the sale to Straw Buyer 1 never occurred, and the transaction was never recorded. Nonetheless, in an effort to conceal the fraudulent nature of the transaction, RESKAKIS prepared or caused to be prepared and submitted to AmTrust a fraudulent settlement statement reflecting a sale of the property to Straw Buyer 1 on or about November 2, 2007 for \$815,000.

Property Purchased by Straw Buyer 2

39. In or about August 2007, a straw buyer ("Straw Buyer 2") obtained home mortgage loans for the purchase of 144 West 129th Street, New York, New York in the aggregate amount of approximately \$1,299,500. In truth and in fact, and as the defendants well knew, 144 West 129th Street had actually been purchased by Joam for approximately \$810,000 on or about the same date on which Straw Buyer 2 obtained the home mortgage loans. The defendants used the mortgage loans obtained by Straw Buyer 2 to pay off the purchase by Joam, and to enrich themselves. The difference between the actual purchase price of approximately \$810,000, and the home mortgage loans of approximately \$1,299,500 obtained by Straw Buyer 2, constituted the defendants' illicit profits from this transaction.

40. Documents and information submitted to the lenders, AmTrust and J.P. Morgan Chase, in connection with Straw Buyer 2's application for the home mortgage loans contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 2 (1) worked for Joam, which was controlled by ADENIJI, (2) rented property from 85 Pulaski, for which ADENIJI represented himself to be an agent, (3) provided or would provide at least approximately \$793,781.35 as a downpayment towards the purchase of the property, and (4) had agreed to a purchase price of \$1,700,000. In truth and in fact, none of these representations were true.

41. Moreover, although loan application documents and information submitted to AmTrust and J.P. Morgan Chase stated that the property would be sold to Straw Buyer 2 for \$1,700,000, RESKAKIS filed or caused to be filed a deed and related documents reflecting that, on or about August 15, 2008, the property was sold to Joam, and not Straw Buyer 2, for \$810,000. To effectuate this transaction, RESKAKIS signed several documents "as authorized signator" for Joam.

42. On or about August 14, 2007 and August 15, 2007, RESKAKIS, as purported settlement agent for the sale of the property to Straw Buyer 2, received a total of approximately \$1,299,500 from AmTrust and J.P. Morgan Chase. Of these

proceeds, on or about August 15, 2007, RESKAKIS transferred \$15,000 via check to Joam, which ADENIJI subsequently cashed. Additionally, a fraudulent settlement statement that RESKAKIS prepared or caused to be prepared and submitted to the lenders stated that Joam received \$102,000 for a broker's commission. Joam, however, is not a licensed real estate broker in the State of New York.

43. Also on or about August 15, 2007, RESKAKIS transferred \$2,000 via check to FRIDAY and an additional \$3,250 via checks to himself for, in part, a "bank attorney" fee.

44. In an effort to conceal the fraudulent nature of the transaction, RESKAKIS and ADENIJI (1) prepared or caused to be prepared and submitted to AmTrust and J.P. Morgan Chase a fraudulent HUD-1 settlement statement reflecting a sale of the property by an unrelated party who did not hold title to the property to Straw Buyer 2 on August 14, 2007 for \$1,700,000, and (2) prepared or caused to be prepared and filed a deed and related documents reflecting a sale by Joam to Straw Buyer 2, when no such sale occurred.

Property Purchased by Straw Buyer 3

45. In or about 2007, a co-conspirator not named herein, and others known and unknown, recruited a straw buyer ("Straw Buyer 3") to purchase a property located at 462 Kosciuszko Street, Brooklyn, New York.

46. In or about August 2007, Straw Buyer 3 obtained a

home mortgage loan for the purchase of 462 Kosciuszko Street, Brooklyn, New York in the amount of approximately \$674,950. In truth and in fact, and as the defendants well knew, 462 Kosciuszko Street had actually been purchased by Joam for approximately \$433,200 on or about the same date on which Straw Buyer 3 obtained the home mortgage loan to purchase the property. The defendants used the mortgage loan obtained by Straw Buyer 3 to pay off the purchase by Joam, and to enrich themselves. The difference between the actual purchase price of approximately \$433,200, and the home mortgage loan of approximately \$674,950 obtained by Straw Buyer 3, constituted the defendants' illicit profits from this transaction.

47. Documents and information submitted to the lender, AmTrust, in connection with Straw Buyer 3's application for the home mortgage loan contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 3 intended to live in the property as a primary residence and falsely overstated Straw Buyer 3's income and assets. The documents and information also falsely represented that Straw Buyer 3 (1) owned the company at which he was employed, (2) rented property from 85 Pulaski, for which ADENIJI represented himself to be an agent, (3) provided or would provide \$123,344.62 as a downpayment towards the purchase of the property, and (4) had agreed to a purchase price of \$750,000 for the property. In truth and in

fact, as the defendants well knew, none of these representations were true.

48. Moreover, although application documents and information submitted to AmTrust stated that the property would be sold to Straw Buyer 3 for \$750,000, RESKAKIS signed at least one document as part of a deed reflecting that, on or about August 1, 2008, the property was sold to Joam, and not Straw Buyer 3, for \$433,200.

49. On or about July 30, 2007, RESKAKIS, as purported settlement agent for the sale of the property to Straw Buyer 3, received approximately \$679,910.40 from AmTrust. Of these proceeds, on or about July 30, 2007 and August 1, 2007, RESKAKIS transferred a total of \$45,000 via checks to Joam, which checks ADENIJI subsequently cashed, and, on or about July 31, 2007, transferred an additional \$3,000 to himself. As discussed below, a fraudulent settlement statement prepared or caused to be prepared and submitted to the lenders by RESKAKIS, stated that Joam received \$45,000 for a broker's commission. Joam, however, is not a licensed real estate broker in the State of New York.

50. In an effort to conceal the fraudulent nature of the transaction, RESKAKIS and FRIDAY (1) prepared or caused to be prepared and submitted to AmTrust a fraudulent HUD-1 settlement statement reflecting a sale of the property on or about July 30, 2007 to Straw Buyer 3 for \$750,000 by the individual who sold the

property to Joam for \$433,200, and (2) prepared or caused to be prepared and filed a deed reflecting such a sale.

Properties Purchased by Straw Buyer 4

51. In or about 2007, a co-conspirator not named herein, and others known and unknown, recruited a straw buyer ("Straw Buyer 4") to purchase properties located at 1296 Putnam Avenue, Brooklyn, New York and 154-08 118th Avenue, Queens, New York, among other locations.

1296 Putnam Avenue, Brooklyn, New York

52. In or about October 2007, Straw Buyer 4 obtained a home mortgage loan for the purchase of 1296 Putnam Avenue, Brooklyn, New York, in the amount of approximately \$629,000. In truth and in fact, and as the defendants well knew, 1296 Putnam Avenue had actually been purchased by 85 Pulaski for approximately \$385,000 on or about the same date on which Straw Buyer 4 obtained the home mortgage loan to purchase the property. The defendants used the mortgage loan obtained by Straw Buyer 4 to pay off the purchase by 85 Pulaski, and to enrich themselves. The difference between the actual purchase price of approximately \$385,000, and the home mortgage loan of approximately \$629,000 obtained by Straw Buyer 4, constituted the defendants' illicit profits from this transaction.

53. Documents and information submitted to the lender, Lehman Brothers Bank, F.S.B. ("Lehman Brothers"), in

connection with Straw Buyer 4's application for the home mortgage loan contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 4 intended to live in the property as a primary residence and falsely overstated Straw Buyer 4's income and assets. The documents also falsely represented that Straw Buyer 4 (1) worked for Joam, which was controlled by ADENIJI, (2) rented property from 85 Pulaski, for which ADENIJI represented to be an agent, (3) provide or would provide \$120,886.75 as a downpayment towards the purchase of the property, and (4) had agreed to a purchase price of \$740,000 for the property. In truth and in fact, as the defendants well knew, none of these representations were true.

54. Moreover, although application documents and information submitted to Lehman Brothers stated that the property would be sold to Straw Buyer 4 for \$740,000, RESKAKIS, ADENIJI and FRIDAY in fact caused the property to be sold to 85 Pulaski for \$385,000 on or about October 23, 2007. To effectuate this transaction, RESKAKIS, as purported attorney for 85 Pulaski, signed and filed or caused to be filed a deed and/or related documents reflecting that, on or about October 23, 2007, the property was sold to 85 Pulaski for \$385,000. Additionally, RESKAKIS presented forged checks in an effort to persuade the seller of the property and his agents that Straw Buyer 4 had

deposited money in escrow for purposes of purchasing the property.

55. On or about October 18, 2007, out of the proceeds paid by Lehman Brothers, the settlement agent for the closing distributed approximately \$480,179.96 to RESKAKIS and \$2,000 to FRIDAY. On or about that same day, RESKAKIS transferred approximately \$200,000 via check to Joam, which check ADENIJI cashed.

56. In truth and in fact, as the defendants well knew, no such fees or payments to RESKAKIS or other defendants were warranted, as the sale to Straw Buyer 4 never occurred. A deed reflecting the sale of the property to Straw Buyer 4 was never recorded.

154-08 118th Avenue, Queens, New York

57. In or about December 2007, Straw Buyer 4 obtained a home mortgage loan for the purchase of 154-08 118th Avenue, Queens, New York, in the amount of approximately \$403,750.

58. Documents and information submitted to the lender, IndyMac, in connection with Straw Buyer 4's application for the home mortgage loan contained numerous false representations. Among other things, the documents and information falsely represented that Straw Buyer 4 intended to live in the property as a primary residence, falsely overstated Straw Buyer 4's income and assets, and falsely represented that

Straw Buyer 4 worked for Joam, which was controlled by ADENIJI. In truth and in fact, as the defendants well knew, none of these representations were true.

59. On or about December 5, 2007, RESKAKIS, as purported settlement agent for the sale of the property to Straw Buyer 4, received approximately \$415,499.89 from IndyMac. Of these proceeds, on or about December 5, 2007, RESKAKIS transferred \$2,000 via check to FRIDAY, which FRIDAY subsequently deposited into a bank account maintained by Three 13 Development. Also on or about December 5, 2007, RESKAKIS transferred \$2,050 via checks to himself for bank attorney and buyer's attorney fees. FRIDAY, however, purported to be Straw Buyer's 4 attorney in connection with the transaction. Additionally, on or about December 19, 2007, RESKAKIS transferred \$2,150 to himself in connection with this transaction, with the notation that the funds were "escrowed to Joam." There is no indication, however, that Joam had any involvement in this transaction, other than falsely representing to be Straw Buyer 4's employer.

STATUTORY ALLEGATION

60. From at least in or about June 2007 through in or about January 2008, in the Southern District of New York and elsewhere, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," 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.

61. It was a part and an object of the conspiracy that DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," 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.

62. It was further a part and an object of the conspiracy that DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," 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

63. In furtherance of the conspiracy and to effect the illegal objects thereof, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," 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 January 31, 2008, RESKAKIS filed a deed and related documents with the New York City Department of Finance reflecting the sale of 404 West 145th Street to Joam.

b. On or about January 17, 2008, FRIDAY signed documents related to the sale of 404 West 145th Street to Joam as attorney in fact for ADENIJI, who was listed as Joam's agent.

c. On or about January 22, 2008, ADENIJI cashed a check made payable to Joam for \$150,000 in connection with the sale of 404 West 145th Street.

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

COUNT TWO

(Bank Fraud re: 404 West 145th Street, New York, New York)

The Grand Jury further charges:

64. The allegations contained in paragraphs 1 through 59 and 63 above are hereby repeated, realleged, and incorporated by reference as if fully set forth herein.

65. In or about December 2007, in the Southern District of New York and elsewhere, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, unlawfully, willfully, and knowingly did execute, and attempt to 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, to wit, the defendants participated in a scheme to defraud J.P. Morgan Chase by obtaining two home mortgage loans for Straw Buyer 1 in the aggregate amount of approximately \$1,920,000, through the use of false statements and fraudulent documents, to fund the purchase of a property located at 404 West 145th Street, New York, New York.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT THREE

(Bank Fraud re: 144 West 129th Street, New York, New York)

The Grand Jury further charges:

66. The allegations contained in paragraphs 1 through 59 and 63 above are hereby repeated, realleged, and incorporated by reference as if fully set forth herein.

67. In or about August 2007, in the Southern District of New York and elsewhere, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," the defendants, unlawfully, willfully, and knowingly did execute, and attempt to 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, to wit, the defendants participated in a scheme to defraud J.P. Morgan Chase Bank and AmTrust by obtaining two home mortgage loans for Straw Buyer 2 in the aggregate amount of approximately \$1,299,500, through the use of false statements and fraudulent documents, to fund the purchase of a property located at 144 West 129th Street, New York, New York.

(Title 18, United States Code, Sections 1344 and 2.)

FORFEITURE ALLEGATION

68. As a result of committing one or more of the offenses alleged in Counts One, Two and Three of this Indictment, DEAN RESKAKIS, ADEOLU ADENIJI, a/k/a "Larry Ade," and SHARON FRIDAY, a/k/a "Sharon Friday Cudjoe," 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, Two and Three of the Indictment, including but not limited to at least \$6,053,550 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

69. 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.)

FOREPERSON

PREET BHARARA js/c
United States Attorney