

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. <u>10-</u>
v.	:	DATE FILED: <u>September 29, 2010</u>
ALLIE SPEIGHT,	:	VIOLATION:
a/k/a “Allie Speights,”		18 U.S.C. § 1349 (conspiracy to commit
a/k/a “A.H. Speight,”	:	wire fraud - 1 count)
MAURICE THOMAS,		18 U.S.C. § 1343 (wire fraud - 2 counts)
a/k/a “Sabir Thomas,”	:	18 U.S.C. § 1956(h) (conspiracy to commit
JEROME MANKER		money laundering - 2 counts)
ANDREA McRAE	:	18 U.S.C. § 1957 (conducting transactions in
		the proceeds of unlawful activity – 4 counts)
	:	18 U.S.C. § 1028A(a)(1) (aggravated identity
		theft - 1 count)
	:	18 U.S.C. § 215(a),(b) (giving/receiving gifts
		for procuring loans - 5 counts)
	:	18 U.S.C. § 1344 (bank fraud - 2 counts)
		18 U.S.C. § 1014 (false statement on loan
	:	application - 1 count)
		18 U.S.C. § 2 (aiding and abetting)
	:	Notice of forfeiture

INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Defendant ALLIE SPEIGHT owned and operated Allied Construction and Development Company, which was also known as “A Management,” “Allied Development Corporation,” and “ADDA Development Corporation” (collectively “Allied Construction”), which had offices in various houses, including 2036 N. 63rd Street, Philadelphia, Pennsylvania, and 28 Bailey Road, Yeadon, Pennsylvania.
2. Defendant ALLIE SPEIGHT claimed to be a “credit fixer” and real estate mogul experienced in real estate transactions and property investments, despite not possessing a

real estate license or mortgage broker's license. Defendant SPEIGHT maintained a bank account at PNC Bank, which was insured by the Federal Deposit Insurance Corporation ("FDIC").

3. John Polosky, charged elsewhere, was a mortgage broker employed by First Capital Home Equity, LLC, in Pittsburgh, Pennsylvania. Polosky's duties as a mortgage broker included preparing loan applications and submitting them to potential lenders to secure loans and mortgages. Polosky maintained a bank account at PNC Bank.

4. Fred A. Johnson, Jr., charged elsewhere, was an accountant and owned and operated Johnson & Johnson Property Real Estate Enterprises, which was also known as "Johnson & Johnson Property Management Enterprises" (collectively "Johnson & Johnson"), located at 1218 Chestnut Street, Philadelphia, Pennsylvania. Johnson was a long-time friend of defendants ALLIE SPEIGHT and MAURICE THOMAS. Johnson maintained personal and business bank accounts at Wachovia Bank, N.A., which was insured by the FDIC.

5. Defendant JEROME MANKER was a general contractor who rehabilitated houses and a long-time friend of defendant ALLIE SPEIGHT.

6. Defendant MAURICE THOMAS, a/k/a "Sabir Thomas," purchased and sold real estate under the name SAB Management and Development. Defendant THOMAS maintained personal and business bank accounts at PNC Bank and Citizens Bank, which were FDIC insured.

The Conspiracy

7. From in or about Summer 2000, to in or around January 2008, in the

Eastern District of Pennsylvania, and elsewhere, defendants

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,”
MAURICE THOMAS,
a/k/a “Sabir Thomas,” and
JEROME MANKER**

conspired and agreed, together and with others known and unknown to the grand jury, to knowingly devise a scheme to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and to use interstate wires to further the scheme to defraud, in violation of Title 18, United States Code, Section 1343.

Manner and Means

It was part of the conspiracy that:

8. Defendants ALLIE SPEIGHT, MAURICE THOMAS and JEROME MANKER, and others known and unknown to the grand jury, obtained fraudulent real estate loans from lenders in other persons’ names, skimming a portion of the loan proceeds for themselves.

9. Defendants ALLIE SPEIGHT and MAURICE THOMAS sought out distressed properties to purchase and individuals in whose names the properties could be titled, while defendant JEROME MANKER and others were supposed to rehabilitate the properties. Defendants SPEIGHT and THOMAS recruited Polosky to obtain fraudulent mortgage loans.

10. Defendants ALLIE SPEIGHT and MAURICE THOMAS prepared fraudulent loan applications, using fraudulent IRS Form W-2s, payroll stubs, powers of attorney,

lease agreements, and other documents which misrepresented the purported applicants' income, employment, and other matters. Some of the false documents misrepresented that the borrowers worked for defendant SPEIGHT's businesses. The defendants also forged signatures on other documents.

11. Defendants ALLIE SPEIGHT and MAURICE THOMAS faxed the fraudulent loan applications and supporting documents to Polosky. Polosky, knowing that the applications contained materially false information, processed the applications, provided false appraisal reports inflating the value of the property, and secured lenders to provide the loans for the applicants.

12. Defendants ALLIE SPEIGHT and MAURICE THOMAS falsified property deeds and indentures which inflated the value of the property and concealed the identity of the actual parties making the transactions to obtain larger loans. They then filed the false deeds and indentures with the City of Philadelphia Records Department, Recorder of Deeds.

13. Defendants ALLIE SPEIGHT and MAURICE THOMAS, and Polosky and Johnson skimmed a percentage of the fraudulent loan proceeds. Typically, defendant SPEIGHT received at least ten percent of the loan proceeds with defendant THOMAS, and Polosky, and Johnson also receiving a share. Defendant JEROME MANKER also received proceeds from some of the loans ostensibly for construction and rehabilitation work he was supposed to perform on the depressed properties but which he never performed.

14. Lenders, many outside the state of Pennsylvania, approved the loans having relied on the false information contained in the loan applications provided by Polosky

and wired loan proceeds to title companies in Pennsylvania.

15. In some cases, using forged documents, defendants ALLIE SPEIGHT and MAURICE THOMAS diverted the loans proceeds from title companies to Johnson's bank accounts which they used to conceal the true destination of the funds. Johnson disbursed the loan proceeds by wires and checks to, among others, defendants SPEIGHT and MAURICE THOMAS, and Polosky. Johnson also kept a portion of the loan proceeds as his commission for disbursing the funds.

16. Defendants ALLIE SPEIGHT and MAURICE THOMAS recruited others, especially women in their 20s to "invest" in properties and obtain loans. Defendants SPEIGHT and THOMAS sought out individuals who had never purchased real estate before and who were not financially sophisticated. Defendant SPEIGHT falsely claimed that he would assist these "investors" in obtaining loans to purchase distressed properties that they could then sell for a profit. Quoting bible verses, defendant SPEIGHT told the "investors" they were potential millionaires sitting on gold mines.

OVERT ACTS

In furtherance of the conspiracy and to accomplish its objects, the defendants committed the following overt acts, among others, in the Eastern District of Pennsylvania, and elsewhere:

5950 Callowhill Street Property

1. From in or about Summer 2000 to on or about August 11, 2000:
 - a. Defendant ALLIE SPEIGHT prepared three fraudulent mortgage

loan applications on behalf of the borrower “M.P.” for a property at 5950 Callowhill Street, Philadelphia, Pennsylvania, which he faxed to Polosky in Pittsburgh.

b. Defendant SPEIGHT and Polosky obtained three loans totaling approximately \$110,350 from three different mortgage lenders.

c. Defendant SPEIGHT and Polosky concealed from each lender that applications had been submitted to other lenders and that other lenders had issued loans for the property.

2036 North 63rd Street Property

2. From in or around September 2000 to in or around January 2002:

a. Defendant ALLIE SPEIGHT prepared a fraudulent mortgage loan application in M.P.’s name and faxed the application to Polosky in Pittsburgh.

b. On or about, January 11, 2002, defendant SPEIGHT caused Charter One Credit Corporation in Cleveland, Ohio, to send via wire or check approximately \$128,500 in loan proceeds to Nations of Pennsylvania title company in Beaver, Pennsylvania.

c. On or about June 20, 2002, defendant SPEIGHT caused a false and forged power-of-attorney naming defendant SPEIGHT as “agent” for C.E., the owner of 2036 N. 63rd Street, to be filed with the Philadelphia Records Department, Recorder of Deeds.

d. On or about June 20, 2002, defendant SPEIGHT caused to be filed at the Philadelphia Records Department, Recorder of Deeds, a false indenture that stated that M.P. had purchased the property from C.E. for approximately \$143,000.

5006 Cedar Avenue Property

3. In or around March 2002:

a. Defendant ALLIE SPEIGHT prepared two mortgage loan applications in M.P.'s name containing false income, employment, and other information and faxed them to Polosky in Pittsburgh.

b. Defendant SPEIGHT prepared a false IRS Form 1040 tax return in M.P.'s name that stated that M.P. was employed by Allied Construction as an engineer and received a salary of approximately \$71,200 in 2001, and included the tax form in at least one of the loan applications.

4. In or about April 2002, defendant ALLIE SPEIGHT caused Fremont Investment and Loan in Tampa, Florida, to issue via wire or check approximately \$79,050 in loan proceeds, and Aames Home Loan in Los Angeles, California, to issue via wire or check approximately \$80,659 (the net wire amount) in loan proceeds.

5216 West Thompson Street Property

5. On or about August 23, 2002, defendant ALLIE SPEIGHT caused to be filed a deed containing forged signatures with the City of Philadelphia representing that on July 7, 2002, R.H. had sold 5216 Thompson Street to M.P. for \$74,000.

6. On or about January 10, 2008:

a. Defendant ALLIE SPEIGHT, with Polosky's assistance, obtained a loan from HSBC Mortgage Corporation, for approximately \$96,000 for the purported buyer M.R. for 5216 Thompson Street, and claimed to be M.P.'s power of attorney.

b. Defendant SPEIGHT and Polosky falsely presented a copy of M.R.'s driver's license to settle the loan without M.R.'s permission or knowledge.

7. On or about January 21, 2008, defendant ALLIE SPEIGHT told M.P. that he had a buyer for 5216 West Thompson Street, he had "money on the table," and she had to come to Philadelphia to sign paperwork related to the sale. SPEIGHT further stated that "there's a lot of people involved, yes. I mean this was a, this was one that was everybody had their hands in this one, everybody!"

8. On or about January 31, 2008, defendant ALLIE SPEIGHT caused to be filed a false deed that represented that M.P. had sold M.R. 5216 Thompson Street on January 10, 2008, along with a false power-of-attorney, with the Philadelphia Recorder of Deeds.

511 South 52nd Street Property

9. On or about August 23, 2002, defendant ALLIE SPEIGHT caused to be filed a forged deed at the City of Philadelphia Records Department, Recorder of Deeds, which represented that M.P. purchased the property on June 1, 2002, for approximately \$89,000.

10. In or about 2005, defendant ALLIE SPEIGHT and Johnson, prepared a loan application in the name of Johnson's son, which contained false work history and income documents provided by defendant SPEIGHT.

11. On or about July 28, 2005:

a. Defendant ALLIE SPEIGHT and Johnson, with Polosky's assistance, obtained a mortgage loan from Argent Mortgage Company, LLC, for approximately \$233,750.

b. At the settlement at Chestnut Hill Land Transfer title company, in Philadelphia, Johnson, accompanied by defendant SPEIGHT and M.P., represented himself as Johnson's son by providing his son's driver's license, and proceeded to sign all the loan documents by forging his son's name.

5727 Wyndale Avenue Property

12. In or about March and April 2003:

a. Defendant ALLIE SPEIGHT prepared a loan application for D.D. to purchase 5727 Wyndale Avenue, Philadelphia, Pennsylvania, that contained false income and employment information, including a false verification of rent form, from "Adda Corporation," with the address of 28 Bailey Road, Landsdowne, Pennsylvania, stating that D.D. was an excellent tenant.

b. On or about April 11, 2003, defendant SPEIGHT and Polosky caused Wells Fargo Home Mortgage, Inc., in Springfield, Ohio, to issue approximately \$78,795 in loan proceeds by check and wire.

c. On or about April 16, 2003, Broker's Settlement wired from its Enterprise Bank account approximately \$77,204 to Johnson's business bank account.

d. On or about April 18, 2003, Johnson wired defendant SPEIGHT approximately \$70,000 into defendant SPEIGHT's PNC Bank account.

2006 Cambridge Street Property (2003 sale)

13. From in or about January 2003 to in or about October 2003:

a. Johnson introduced defendant MAURICE THOMAS to G.S., as a

potential buyer for 2006 Cambridge Street, Philadelphia, Pennsylvania, even though G.S. did not legally own the property and the property had belonged to G.S.'s deceased friends.

b. Defendant ALLIE SPEIGHT prepared a power-of-attorney document that stated that an attorney, B.J., would act as "attorney-in-fact" for G.S.

c. Defendant THOMAS, knowing that B.J. was not the attorney-in-fact for G.S., and that G.S. was not aware of the power-of-attorney, submitted the false power-of-attorney with his mortgage application.

d. On or about June 3, 2003, defendant THOMAS caused to be filed false documents with the City of Philadelphia Records Department, Recorder of Deeds, that represented that G.S.'s "sister," M.S., transferred 2006 Cambridge Street to G.S. on May 28, 2002, for consideration of \$240,000, knowing that M.S. was not G.S.'s sister, M.S. was deceased on May 28, 2002, and that G.S. never owned or purchased the property from M.S. for \$240,000.

e. In or about July 2003, defendant THOMAS, with Polosky's assistance, submitted a loan application by fax containing false information, including false lease agreements, W-2s, Allied Construction pay stubs, and the power-of-attorney defendant SPEIGHT prepared.

f. On or about July 2, 2003, defendants THOMAS and SPEIGHT caused WMC Mortgage Corp., in Woodland Hills, California, to send by checks or wire approximately \$208,000, in loan proceeds to Renaissance Settlements, LLC, in Pittsburgh.

g. On or about July 3, 2003, Johnson received in his business bank account by wire approximately \$180,888 in mortgage loan proceeds from Renaissance

Settlements, LLC, relating to the property at 2006 Cambridge Street, Philadelphia, Pennsylvania.

h. On or about July 7, 2003, Johnson disbursed from his business bank account by wire approximately \$48,000 in loan proceeds to defendant SPEIGHT.

i. From on or about July 10, 2003, to on or about October 7, 2003, Johnson disbursed from his business bank account approximately \$87,500 in loan proceeds to defendant THOMAS.

2006 Cambridge Street (2007 sale)

14. On or about December 6, 2006, defendant MAURICE THOMAS prepared a mortgage loan application in the name of M.O. that contained false information.

15. In or around December 2006 to in or around January 2007, Polosky submitted the loan application via facsimile to potential lenders along with a false appraisal report for 2006 Cambridge Street which valued the property at approximately \$420,000, and a representation that the sale price for 2006 Cambridge Street was approximately \$385,000.

16. On or about January 16, 2007, defendant MAURICE THOMAS and Polosky caused GE Money Bank, a federal savings bank, in Burbank, California, to issue two loans, one for approximately \$308,000, and the other for approximately \$77,000, to M.O. and to wire loan proceeds to Renaissance Settlements, LLC, in Pittsburgh.

17. On or about January 17, 2007, defendant MAURICE THOMAS deposited into his SAB Management Company bank account at Citizens Bank a check in the amount of \$348,614.31, representing the mortgage loan proceeds related to the property at 2006 Cambridge Street.

2039 Upland Way Property

18. In or around fall 2004, defendants MAURICE THOMAS and ALLIE SPEIGHT prepared loan applications using false information to purchase the property located at 2039 Upland Way, Philadelphia, Pennsylvania, from N.F.

19. Defendant MAURICE THOMAS secured two loans totaling approximately \$227,700 from Gateway Funding Diversified Mortgage Services LP, located in Horsham, Pennsylvania.

20. From on or about September 2, 2004, to on or about September 17, 2004, Johnson sent by wire or check to defendant MAURICE THOMAS a total of approximately \$71,941 from the Johnson & Johnson Wachovia Bank account.

21. On or about September 16, 2004, Johnson sent by wire or check to defendant ALLIE SPEIGHT approximately \$1,500 from Johnson's business bank account.

22. In or around fall 2004:

a. Defendant ALLIE SPEIGHT found a buyer, W.C., to purchase 2039 Upland Way from defendant MAURICE THOMAS.

b. Defendant SPEIGHT and Polosky included in the loan package an "agreement of sale," dated November 22, 2004, between defendant THOMAS and W.C. for 2039 Upland Way that contained defendant SPEIGHT's signature as a witness to the agreement.

23. On or about December 31, 2004, defendants ALLIE SPEIGHT and MAURICE THOMAS, and Polosky caused LoanCity.com in San Jose, California, to send by wire or checks to Chestnut Hill Land Transfer, Inc., in Philadelphia, approximately \$325,000 in

loan proceeds.

1916 Cambridge Street Property

24. From in or around January 2005 to in or around June 2005, defendant MAURICE THOMAS approached F.S., the elderly owner of 1916 Cambridge Street, Philadelphia, Pennsylvania, and offered to purchase her house for approximately \$90,000, to which F.S. agreed.

25. In or around October 2005, defendant MAURICE THOMAS misled F.S. into signing a power-of-attorney thereby granting defendant THOMAS the authority to handle the affairs and sale of the property.

26. From in or around June 2005 to in or around November 2005, defendant ALLIE SPEIGHT and Polosky prepared a loan application for W.C. to purchase 1916 Cambridge Street for approximately \$395,000 which falsely stated that W.C. was employed by Allied Construction and contained false pay stubs that inflated W.C.'s income.

27. In or around October 2005, defendant ALLIE SPEIGHT and Polosky, caused Option One Mortgage Corp., in Irvine, California, to send by wire or checks, through Mellon Bank in Pittsburgh, approximately \$397,846 to Chestnut Hill Land Transfer, Inc., in Philadelphia.

28. On or about November 10, 2005, defendant MAURICE THOMAS received and deposited into his Citizens Bank account a check for approximately \$338,315 in loan proceeds from Chestnut Hill Land Transfer title company for the sale of 1916 Cambridge Street.

29. On or about November 21, 2005, defendant MAURICE THOMAS issued a check drawn from his Citizens Bank account for approximately \$33,800 in loan proceeds to defendant ALLIE SPEIGHT.

30. In or around December 2005, defendant MAURICE THOMAS concealed that he was the actual recipient of the loan proceeds by mischaracterizing his role in the sale of 1916 Cambridge Street and causing a deed for 1916 Cambridge Street to be filed at the City of Philadelphia Records Department, Recorder of Deeds, that reflected that F.S. sold the property directly to W.C.

3729 Spring Garden Street Property

31. In or around 2006, defendant ALLIE SPEIGHT prepared a mortgage loan application in R.H.'s name containing false information for R.H. to purchase 3729 Spring Garden Street, Philadelphia, Pennsylvania, from R.H.'s former fiancée, Y.K.

32. On or about April 7, 2006, defendant ALLIE SPEIGHT and Polosky caused South Star Funding, LLC, in Atlanta, Georgia, to issue a loan to R.H. and to wire approximately \$338,496 including loan proceeds to 21st Century Abstract Company in Philadelphia.

33. From on or about April 12, 2006, to on or about April 25, 2006, Johnson wired approximately \$33,500 to defendant ALLIE SPEIGHT's son's Wachovia Bank account.

5423 Woodbine Avenue Property

34. In or around March and April 2006:

a. Defendant ALLIE SPEIGHT prepared an application for a loan to

purchase 5423 Woodbine Avenue, Philadelphia, Pennsylvania, in G.M.'s name, one of defendant SPEIGHT's paramours who was in her early 20's, containing supporting documents that misrepresented that G.M. was employed by Allied Construction with a salary of up to approximately \$81,000 annually, and other false documents.

b. Defendant SPEIGHT also included a false construction contract that stated that the seller, S.W., owed defendant JEROME MANKER approximately \$101,040 for construction work, and which served as a lien on the 5423 Woodbine Avenue property that had to be paid off by the loan in order for the sale to go through.

35. On or about June 15, 2006, defendant ALLIE SPEIGHT and Polosky caused First Horizon Home Loan Corporation in Overland Park, Kansas, to wire approximately \$262,651 to 21st Century Abstract Company in Philadelphia.

36. From on or about June 22, 2006, to on or about September 16, 2006, pursuant to defendant ALLIE SPEIGHT's instructions, Johnson disbursed approximately \$130,432 to defendant SPEIGHT.

1425 Fitzwater Street Property

37. In or around August 2004:

a. Defendant JEROME MANKER introduced L.U. and her boyfriend B.M. to defendant ALLIE SPEIGHT to obtain financing to rehabilitate the property at 1425 Fitzwater Street, Philadelphia, Pennsylvania.

b. Defendant SPEIGHT met with L.U. and her boyfriend, B.M. in an office located in a house at 28 Bailey Road, Yeadon, Pennsylvania, and represented to them that

he was a financial advisor and real estate consultant.

c. Defendant SPEIGHT said he could obtain financing for them to rehabilitate the 1425 Fitzwater Street property, and that he would be entitled to ten percent of any loan proceeds obtained, and that defendant MANKER would handle the construction work.

38. On or about March 7, 2005, defendant ALLIE SPEIGHT and Polosky secured a loan for 1425 Fitzwater Street in L.U.'s name from Gateway Funding in Horsham, Pennsylvania, for approximately \$290,000.

1423 Fitzwater Street and 749 South 19th Street

39. In or around January 2005, defendant ALLIE SPEIGHT encouraged L.U. to transfer her father's two properties, 1423 Fitzwater Street, which was her childhood home, and 749 South 19th Street, which was a depressed property, both in Philadelphia, Pennsylvania, into her name so that she could raise the value of the properties by taking out loans and rehabilitating the properties.

40. On or about March 31, 2005, defendant ALLIE SPEIGHT caused to be filed a false deed with the City of Philadelphia that stated that L.U. had purchased 1423 Fitzwater Street from her father on January 9, 2005, for \$610,000.

41. On or about April 20, 2005, defendant ALLIE SPEIGHT caused to be filed a false deed with the City of Philadelphia that stated that L.U. had purchased 719 South 19th Street from her father on January 9, 2005, for \$610,000.

42. On or about June 6, 2005:

a. Defendant ALLIE SPEIGHT and Polosky caused Taylor, Bean,

and Whitaker Mortgage Corp., in Ocala, Florida, to issue a loan for approximately \$311,500 for the 1423 Fitzwater Street property.

b. Defendant SPEIGHT included in the HUD-1 for 1423 Fitzwater Street a lien by Jerome Manker Construction, a company owned and operated by defendant JEROME MANKER, for approximately \$109,840, which was to be paid with the loan proceeds.

43. In or around June 7, 2005, defendant JEROME MANKER deposited into his Philadelphia Federal Credit Union account approximately \$109,840 in loan proceeds.

44. On or about November 18, 2005:

a. Defendant ALLIE SPEIGHT caused Homeland Capital Group, LLC, in Columbia, Maryland, to issue another loan to L.U. for approximately \$320,000 for the 749 South 19th Street property.

b. Defendant SPEIGHT included in the HUD-1 for 749 South 19th Street a lien by Jerome Manker Construction, a company owned and operated by defendant JEROME MANKER, for approximately \$121,740, which was to be paid with the loan proceeds.

45. On or about November 23, 2005, defendant JEROME MANKER deposited into his Philadelphia Federal Credit Union account approximately \$121,750 in loan proceeds.

46. In or around 2005, as L.U. began to fall behind in loan payments, defendant ALLIE SPEIGHT continued to reassure L.U. that everything was okay and that she was overreacting, even as 1423 Fitzwater Street, the home L.U. grew up in, slipped into foreclosure.

5018 Arch Street Property

47. From in or around October 2005 to in or around June 2006:

a. Defendant MAURICE THOMAS, who said he was representing his cousin, offered to purchase 5018 Arch Street from D.M. for approximately \$18,000, “as-is,” with the buyer being responsible for a lien of approximately \$55,000 that was against the property.

b. Defendant THOMAS convinced M.B. and her husband, D.T., to purchase the property at 5018 Arch Street.

c. M.B. and D.T. met with defendant SPEIGHT in his office regarding the “investment.”

48. In or around May 2006, defendants MAURICE THOMAS and ALLIE SPEIGHT, with Polosky’s assistance, faxed a loan application to a lender containing false information, including false lease agreements, false W-2's and false Allied Construction pay stubs.

49. On or about July 12, 2006, defendants MAURICE THOMAS and ALLIE SPEIGHT caused First Horizon Home Loan Corporation, in Overland Park, Kansas, to wire approximately \$132,000 in loan proceeds to 21st Century Abstract title company, in Philadelphia.

50. On or about July 13, 2006, Johnson received approximately \$42,000 in loan proceeds and disbursed the funds to defendant MAURICE THOMAS and SAB Management.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO AND THREE

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 6 of Count One are incorporated and realleged here.
2. From in or around January 2005 to in or around July 2006, defendants

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,” and
MAURICE THOMAS,
a/k/a “Sabir Thomas”**

and others known and unknown to the grand jury, knowingly devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

3. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,” and
MAURICE THOMAS,
a/k/a “Sabir Thomas”**

and other persons known and unknown to the grand jury, for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below, each transmission constituting a separate count:

COUNT	DATE	DESCRIPTION
2	October 28, 2005	Wire or check transfer of \$397,846.04 for 1916 Cambridge Street from Option One Mortgage Corp., in Irvine, California, to Chestnut Hill Land Transfer Co., in Philadelphia, Pennsylvania.
3	July 12, 2006	First Horizon Home Loan wire of approx. \$132,000 to 21 st Century Abstract, regarding 5018 Arch Street.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT FOUR

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1, 2, 5 and 8 of Count One are incorporated and realleged here.
2. Defendant ANDREA McCREA was employed at the Wachovia Bank branch at the Eastwick Financial Center, 2904 Island Avenue, Philadelphia, Pennsylvania, where he worked as a loan financial specialist. His duties included processing loan applications and then submitting them to loan underwriters for final approval. As a bank employee, defendant McCREA was prohibited from profiting from any loans which he processed or was involved with in any official capacity.
3. Wachovia Bank and Commerce Bank are financial institutions insured by the FDIC.
4. From in or around April 2006, to in or around July 2007, in the Eastern District of Pennsylvania, defendants

**JEROME MANKER,
ANDREA McCREA, and
ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight”**

knowingly executed, and attempted to execute, a scheme to defraud Wachovia Bank and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

5. Defendant JEROME MANKER sought to obtain loans and lines of credit from Wachovia Bank by using straw borrowers and by submitting loan applications with false income and employment information.

6. Defendant ANDREA McCREA used his position as a financial specialist at the bank to process the loans and lines of credit, knowing that the supporting income and employment documents were fictitious, and used his contacts at the bank to secure loans for straw borrowers knowing that defendant JEROME MANKER was the actual recipient of the loans and extensions of credit.

April 2006 Loan

In or around April 2006:

7. Defendant ALLIE SPEIGHT provided defendant JEROME MANKER with the false W-2's and pay stubs that falsely stated that defendant MANKER was employed by Allied Construction and Development, Inc.

8. Defendant ALLIE SPEIGHT pledged as collateral for defendant JEROME MANKER's loan the property at 5006 Cedar Avenue, Philadelphia, Pennsylvania, and represented that defendant SPEIGHT owned the property.

9. Defendant ANDREA McCREA, knowing the supporting documents were fraudulent, processed the application and secured a line of credit from Wachovia for approximately \$104,900 for defendant JEROME MANKER.

On or about April 17, 2006:

10. Wachovia Bank approved a line of credit for approximately \$104,900 for

defendant JEROME MANKER, which was drawn on Wachovia Bank's official account.

11. Defendant JEROME MANKER made a counter cash withdrawal of \$5,200 from defendant MANKER's line of credit Wachovia account.

12. Defendant ANDREA McCREA deposited \$5,000 cash into Commerce Bank.

13. Defendant JEROME MANKER withdrew approximately \$30,000 from Wachovia Bank's official account, and deposited it into a Wachovia Bank account.

On or about April 24, 2006:

14. Defendant JEROME MANKER withdrew approximately \$69,700 from the Wachovia official account and deposited by wire \$38,700 and \$31,000 into defendant MANKER's two Wachovia accounts.

15. On or about May 22, 2006, defendant JEROME MANKER cut a check to defendant ALLIE SPEIGHT for approximately \$1,500 drawn from defendant MANKER's Wachovia account.

July 2006 Loan

In or around June 2006 to July 2006:

16. Defendant JEROME MANKER enlisted his then-girlfriend, N.C., to act as a straw borrower for him by having N.C. obtain the loan and provide defendant MANKER with the proceeds of the loan, thereby concealing the fact that defendant MANKER was the actual borrower and concealing the ultimate destination of the loan proceeds.

17. Defendant JEROME MANKER directed N.C. to create false W-2 forms

and pay stubs that falsely stated that N.C. was employed by Allied Construction and Development and received a salary of up to approximately \$87,000 per year. N.C. submitted these false documents in support of her application for a loan.

On or about July 20, 2006:

18. Defendant ANDREA McCREA, knowing that the supporting income and employment documents were fictitious, secured a loan for defendant JEROME MANKER for approximately \$150,000, in the name of N.C., knowing that defendant MANKER was the actual recipient of the loan.

19. Defendant ANDREA McCREA negotiated the Wachovia Bank check for \$150,000 at the teller's window where it was broken down into additional checks and cash.

On or about July 21, 2006:

20. Defendant ANDREA McCREA received a \$40,000 Wachovia Bank check and \$5,000 cash drawn from N.C.'s \$150,000 loan.

21. Defendant ANDREA McCREA deposited the \$40,000 Wachovia check into a Commerce Bank.

22. Defendant ANDREA McCREA caused approximately \$69,000 of the loan to be deposited into N.C.'s Wachovia Bank account.

23. On or about July 27, 2006, N.C. attempted to transfer \$99,000 from N.C.'s Wachovia Bank account and into N.C.'s Commerce Bank account, but was unsuccessful.

July 2007 Loan

24. In or around May 2007, defendant ANDREA McCREA secured a straw

borrower, D.M., to apply for a Wachovia loan whose proceeds were to go to defendant JEROME MANKER.

25. Defendants JEROME MANKER and ANDREA McCREA induced D.M. to obtain the loan by offering defendant MANKER's property at 1031 Lemack Street, Walterboro, South Carolina, as collateral for the loan.

26. Defendant ANDREA McCREA, who no longer worked for Wachovia Bank, enlisted a Wachovia Bank employee, H.J.A., to use his position as a financial specialist at Wachovia Bank to prepare the loan application and secure a \$93,000 line of credit, with the 1031 Lemack Street property as collateral for the loan.

27. On or about June 6, 2007, defendant ANDREA McCREA directed H.J.A. to create and notarize an agreement between defendant JEROME MANKER and D.M. that falsely stated that D.M.'s name would be placed on the deed for 1031 Lemack Street and that D.M. could sell the property if defendant MANKER failed to pay off the loan.

On or about June 29, 2007:

28. Defendant ANDREA McCREA and others caused Wachovia Bank to issue a bank check representing loan proceeds in the approximate amount of \$93,000 for D.M. and made out to attorneys representing defendant McCREA.

29. Defendant ANDREA McCREA's attorney deposited the check into the law firm's Commerce Bank account and issued a new check to D.M. in the amount of \$93,000.

30. Defendant ANDREA McCREA accompanied D.M. to Commerce Bank and instructed D.M. to deposit the Wachovia Bank loan proceeds for \$93,000 into D.M.'s

Commerce Bank account.

31. On or about July 6, 2007, defendant ANDREA McCREA caused D.M. to transfer approximately \$63,000 from D.M.'s Commerce Bank account and into defendant MCCREA's Commerce Bank account.

32. On or about July 6, 2007, H.J.A. created and notarized an "addendum" to the June 6, 2007, agreement between defendant JEROME MANKER and D.M. that stated that D.M. would receive \$15,000 plus one year's worth of loan payments from defendant MANKER after defendant MANKER received the loan money.

All in violation of Title 18, United States Code, Section 1344.

COUNT FIVE

THE GRAND JURY FURTHER CHARGES THAT:

In or around April 2006, in the Eastern District of Pennsylvania, defendant

JEROME MANKER

corruptly gave, offered and promised something of value, that is approximately \$5,000, to Andrea McCrea, and aided and abetted such, with intent to influence and reward McCrea, an employee and agent of Wachovia Bank, N.A., a financial institution, in connection with a business or transaction of Wachovia Bank, N.A.

In violation of Title 18, United States Code, Sections 215(a)(1) and 2.

COUNT SIX

THE GRAND JURY FURTHER CHARGES THAT:

In or around April 2006, in the Eastern District of Pennsylvania, defendant

ANDREA McCREA,

an employee and agent of Wachovia Bank, N.A., a financial institution, corruptly accepted and agreed to accept something of value, that is, approximately \$5,000, from another person intending to be influenced and rewarded in connection with a business or transaction of Wachovia Bank, N.A.

In violation of Title 18, United States Code, Section 215(a)(2).

COUNT SEVEN

THE GRAND JURY FURTHER CHARGES THAT:

In or around July 2006, in the Eastern District of Pennsylvania, defendant

JEROME MANKER

corruptly gave, offered or promised something of value, that is approximately \$40,000, to Andrea McCrea, and aided and abetted such, with intent to influence and reward McCrea, an employee and agent of Wachovia Bank, N.A., a financial institution, in connection with a business or transaction of Wachovia Bank, N.A.

In violation of Title 18, United States Code, Sections 215(a)(1) and 2.

COUNT EIGHT

THE GRAND JURY FURTHER CHARGES THAT:

In or around July 2006, in the Eastern District of Pennsylvania, defendant

ANDREA McCREA,

an employee and agent of Wachovia Bank, N.A., a financial institution, corruptly accepted and agreed to accept something of value, that is, approximately \$40,000, from another person intending to be influenced and rewarded in connection with a business or transaction of Wachovia Bank, N.A.

In violation of Title 18, United States Code, Section 215(a)(2).

COUNT NINE

THE GRAND JURY FURTHER CHARGES THAT:

In or around June and July 2007, in the Eastern District of Pennsylvania,
defendants

**JEROME MANKER, and
ANDREA McCREA**

corruptly gave, offered or promised something of value to a person, that is, H.J.A., and aided and abetted such, with intent to influence and reward H.J.A., an employee and agent of Wachovia Bank, N.A., a financial institution, in connection with a business or transaction of Wachovia Bank, N.A.

In violation of Title 18, United States Code, Sections 215(a)(1) and 2.

COUNT TEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The general allegations in paragraphs 1 through 6 and Overt Acts 13 through 30 and 47 through 50, of Count One, are realleged and incorporated here.

2. From in or around January 2003, to in or around January 2007, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,” and
MAURICE THOMAS,
a/k/a “Sabir Thomas”**

conspired and agreed together and with others known and unknown to the grand jury, to knowingly conduct and attempt to conduct one or more financial transactions, knowing that the properties involved in the financial transactions represented the proceeds of some form of unlawful activity, and which, in fact, involved the proceeds of specified unlawful activity, that is, wire fraud, knowing that the financial transactions were designed in whole and in part to promote the fraudulent scheme and conceal and disguise the nature, location, source, ownership and control of the proceeds of such specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i) and (a)(1)(B)(i).

All in violation of Title 18, United States Code, Section 1956(h).

COUNT ELEVEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The general allegations in paragraphs 2, 3, and 5 through 32, of Count Four, are realleged and incorporated here.
2. From in or around April 2006 to in or around July 2007, in the Eastern District of Pennsylvania, defendants

**JEROME MANKER, and
ANDREA McCREA**

conspired and agreed together and with others known and unknown to the grand jury, to knowingly conduct and attempt to conduct one or more financial transactions, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and which, in fact, involved the proceeds of specified unlawful activity, that is, wire fraud, knowing that the financial transactions were designed in whole and in part to promote the fraudulent scheme and conceal and disguise the nature, location, source, ownership and control of the proceeds of such specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i) and (a)(1)(B)(i).

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS TWELVE THROUGH FOURTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The general allegations in paragraphs 1 through 6 and Overt Acts 34 through 36, of Count One, are realleged and incorporated here.

2. On or about the dates set forth below, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,”**

knowingly engaged in, and attempted to engage in, and aided, abetted, and willfully caused, a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, described more fully below, and such property was derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343:

COUNT:	DATE:	DESCRIPTION:
12	June 23, 2006	Issuance of check drawn from Johnson & Johnson Wachovia Bank account ending 8894 to defendant SPEIGHT for approximately \$40,000.
13	July 7, 2006	Issuance of check drawn from Johnson & Johnson Wachovia Bank account ending 8894 to defendant SPEIGHT for approximately \$25,000.
14	July 7, 2006	Issuance of check drawn from Johnson & Johnson Wachovia Bank account ending 8894 to defendant SPEIGHT for approximately \$30,000.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT FIFTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The general allegations in paragraphs 1 through 6 and Overt Acts 47 through 50, of Count One, are realleged and incorporated here.

2. On or about July 13, 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,” and
MAURICE THOMAS,
a/k/a “Sabir Thomas”**

knowingly engaged in, and attempted to engage in, and aided, abetted, and willfully caused, a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, that is, the issuance of a check drawn from the Johnson & Johnson Wachovia Bank account ending 8894 to defendant THOMAS for approximately \$42,000, and such property was derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT SIXTEEN

THE GRAND JURY FURTHER CHARGES THAT:

In or around January 2008, in the Eastern District of Pennsylvania, and elsewhere,
defendant

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,”**

knowingly and without lawful authority, and aiding and abetting others known and unknown to the grand jury, transferred, possessed, and used a means of identification of another person, that is, the Maryland driver’s license of M.R., during and in relation to a wire fraud.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT SEVENTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations set forth in paragraphs 1 through 3, 5, 6 and 16 through 23 of Count Four are incorporated and realleged here.

2. In or around July 2006, in Philadelphia, in the Eastern District of Pennsylvania, defendants

**JEROME MANKER, and
ANDREA McCREA**

knowingly made and caused to be made to Wachovia Bank, N.A., and aided and abetted the making of, a false statement for the purpose of influencing the actions of Wachovia Bank upon a loan, that is a loan for approximately \$150,000 in the name of N.C., in that defendants MANKER and McCREA caused to be submitted to Wachovia Bank, N.A., a false loan application which contained false income and employment information that represented that the loan was for N.C., that N.C. was employed by Allied Construction and Development Corp., and that N.C. earned up to approximately \$87,399 per year, when, as the defendants knew, the loan was not for N.C. but for defendant MANKER, N.C. was not employed by Allied Construction and Development Corp., and that N.C. did not receive such income from Allied Construction and Development Corp.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT EIGHTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. The general allegations set forth in paragraphs 3 and 6 and Overt Acts 14 through 17 of Count One are incorporated and realleged here.

2. GE Money Bank was a financial institution, the deposits of which were insured by the FDIC, certificate no. 27314.

3. In or around January 2007, in Philadelphia, in the Eastern District of Pennsylvania, defendant

**MAURICE THOMAS,
a/k/a “Sabir Thomas”**

knowingly executed, and attempted to execute, and aided and abetted such, a scheme to defraud GE Money Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

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

NOTICE OF FORFEITURE NO. 1

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1343 and 1349, as set forth in this indictment, defendants

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,”
MAURICE THOMAS
JEROME MANKER, and
ANDRE McRAE**

shall forfeit to the United States of America any property that constitutes, or is derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to, the sum of \$4,030,540.00 and:

2. If any of the property subject to forfeiture, 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 party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Sections 981(a)(1)(C).

NOTICE OF FORFEITURE NO. 2

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violation of Title 18, United States Code, Section 1956(h), set forth in this indictment, defendants

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight,”
MAURICE THOMAS
JEROME MANKER, and
ANDRE McRAE**

shall forfeit to the United States of America any and all property involved in such offense, and any property traceable to such property.

2. If any of the property subject to forfeiture, 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 party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

3. As a result of the violation of Title 18, United States Code, Section 1956(h), set forth in this indictment, defendant

**ALLIE SPEIGHT,
a/k/a “Allie Speights,”
a/k/a “A.H. Speight”**

shall forfeit to the United States of America any and all property involved in such offense, and any property traceable to such property.

4. If any of the property subject to forfeiture, 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 party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

GRAND JURY FOREPERSON

ZANE DAVID MEMEGER
United States Attorney