

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

UNITED STATES OF AMERICA	:	CRIMINAL NO. 12-_____
v.	:	DATE FILED: <u>May 7, 2012</u>
ERIC MARATEA	:	VIOLATIONS:
	:	18 U.S.C. § 371 (conspiracy - 1 count)
	:	18 U.S.C. § 1343 (wire fraud - 1 count)
	:	18 U.S.C. § 1957 (engaging in monetary
	:	transactions in property derived from
	:	specified unlawful activity - 1 count)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	Notice of forfeiture

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

1. Defendant ERIC MARTEA worked for a painters' union earning approximately \$250 weekly.
2. John C. Lucidi, Jr., charged elsewhere, worked as a mortgage broker from 2006 through 2008 at his place of business in West Chester, Pennsylvania and in Newtown Square, Pennsylvania.
3. Advisors Mortgage Group, LLC, unknowingly relying on false loan information provided by Lucidi and others, funded the mortgages through its bank accounts, and subsequently sold the mortgage loans to other banks.
4. From in or about June 2007 to in or about July 2007, in West Chester and Newtown Square, in the Eastern District of Pennsylvania, and in North Wildwood, in the District

of New Jersey, and elsewhere, defendant

ERIC MARATEA

conspired and agreed with others known to the United States Attorney, to commit an offense against the United States, that is, to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

MANNER AND MEANS

5. It was part of the conspiracy that the defendant ERIC MARATEA colluded with others during the years of the conspiracy in a scheme to defraud lenders by facilitating mortgage loans in which he and others submitted false information, including asserting inflated income about the borrowers and assets, and fabricated documents, such as false wage statements, to support the applications.

6. Defendant ERIC MARATEA's knowing use of fabricated documents resulted in the approval of mortgage loans on two properties, for a total loss of approximately \$686,740.

It was further a part of the conspiracy that:

7. For the mortgage loans, defendant ERIC MARATEA schemed with John C. Lucidi, Jr., charged elsewhere. Lucidi facilitated MARATEA's ability to obtain mortgages for two shore properties in North Wildwood, New Jersey.

8. Defendant ERIC MARATEA was in a low-paying job and did not possess the income or assets necessary to purchase shore properties. Defendant ERIC MARATEA and John C. Lucidi, Jr. knew that the mortgage loans for MARATEA were obtained under false pretenses, in that the supporting documentation, which was prepared by Lucidi at his place of business, such as the U.S. Department of Housing and Urban Development Settlement

Statement, known commonly as the HUD-1, contained a falsehood, and where the Uniform Residential Loan Application form contained false information about income and assets.

9. After the mortgage loans were approved, the lender banks mailed loan documents and monthly statements to MARATEA at his residence in Pennsylvania.

10. Defendant MARATEA received at least one check in the amount of \$60,000.00 as cash back or “kickback” payments for the purchase of the properties.

OVERT ACTS

In furtherance of the conspiracy and to accomplish its objects, defendant ERIC MARATEA committed the following overt acts, among others, in the Eastern District of Pennsylvania and the District of New Jersey, and elsewhere:

2401 Surf Avenue, North Wildwood, New Jersey

1. On or about June 20, 2007, defendant ERIC MARATEA, with assistance from John C. Lucidi, Jr., purchased the property at 2401 Surf Avenue, North Wildwood, New Jersey, for the falsely inflated price of \$617,000. Two mortgages for this transaction were obtained in the name of N.M., a relative of defendant MARATEA.

2. On or about June 20, 2007, defendant ERIC MARATEA and John C. Lucidi, Jr. caused inflated income and asset information to appear on N.M.’s loan application. Specifically, the loan application falsely listed N.M.’s assets, employment and monthly income, which was grossly inflated.

3. On or about June 20, 2007, a false settlement statement was prepared, with the knowledge of defendant ERIC MARATEA and John C. Lucidi, Jr. for the purchase of 2401 Surf Avenue. Specifically, the settlement statement listed the falsely inflated sale price of \$617,000, and fraudulently omitted the amount of the cash back, or “kickback,” payment to

defendant MARATEA.

4. On or about June 20, 2007, defendant ERIC MARATEA's lenders sent two interstate wire transfers to the title company that was handling the closing for 2401 Surf Avenue, totaling approximately \$614,652.14.

5. In or about June 25, 2007, defendant ERIC MARATEA received a check for \$60,000, which was a cash back, or "kickback," payment for MARATEA's purchase of 2401 Surf Avenue. Shortly thereafter, MARATEA deposited that check in his Commerce Bank account.

337 East 20th Avenue, North Wildwood, New Jersey

6. On or about July 31, 2007, defendant ERIC MARATEA, with assistance from John C. Lucidi, Jr., purchased the property at 337 East 20th Avenue, North Wildwood, New Jersey, for the falsely inflated price of \$718,900. Two mortgages for this transaction were obtained in the name of N.M. a relative of defendant MARATEA.

7. On or about July 31, 2007, defendant ERIC MARATEA and John C. Lucidi, Jr. caused inflated income and asset information to appear on N.M.'s loan application. Specifically, the loan application falsely listed N.M.'s assets, employment and monthly income. The assets and monthly income were grossly inflated.

8. On or about July 31, 2007, a false settlement statement was prepared, with the knowledge of defendant ERIC MARATEA and John C. Lucidi, Jr., for the purchase of 337 East 20th Avenue. The settlement statement listed the falsely inflated sale price of \$718,900, falsely listed that there had been a deposit of approximately \$79,079, when there had been no deposit.

9. On or about July 31, 2007, defendant ERIC MARATEA's lenders sent

two interstate wires to the title company that was handling the closing for 337 East 20th Avenue, totaling approximately \$ 635,599.53.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. Paragraphs 1 through 3, 5 through 10, and Overt Acts 1 through 9 of Count One are incorporated here.

THE SCHEME

2. From in or about June 2007 through in or about July 2007, defendant

ERIC MARATEA

devised and intended to devise a scheme to defraud CitiMortgage and other mortgage lenders, and to obtain money and property from CitiMortgage and other mortgage lenders, by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Defendant ERIC MARATEA colluded with others during the period of the conspiracy in a scheme to defraud multiple mortgage lenders by participating in real estate transactions in which the sale prices were inflated so that cash could be given back to the buyer, and the cash back to the buyer was concealed from the mortgage lenders. Also, defendant MARATEA and others submitted numerous other false statements to the lenders, including asserting inflated income and assets.

4. On or about June 20, 2007, in Wildwood, in the District of New Jersey, and elsewhere, defendant

ERIC MARATEA

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce the following

signals and sounds: a wire transfer of approximately \$123,076.45 and of \$491,575.69 from Franklin SSB, now called Prosperity Bank, located in Texas, sent to the title the company located in New Jersey that was handling the closing for MARATEA's purchase of 2401 Surf Avenue, North Wildwood, New Jersey.

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

COUNT THREE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. Paragraphs 1 through 3, 5 through 10, and Overt Acts 1 through 9 of Count One are incorporated here.

2. On or about June 25, 2007, in the Eastern District of Pennsylvania, and elsewhere, defendant

ERIC MARATEA,

knowingly engaged 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 a deposit into defendant ERIC MARATEA's bank account of a check for approximately \$60,000, which represented the proceeds from the sale of 2401 Surf Avenue, North Wildwood, New Jersey, 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.

NOTICE OF FORFEITURE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 371 and 1343 set forth in this information, defendant

ERIC MARATEA

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offense, including, but not limited to, the sum of \$686,740.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (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 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) and 982(a)(2).

**ZANE DAVID MEMEGER
UNITED STATES ATTORNEY**