

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
**25-CR-20271-RUIZ/LOUIS**  
CASE NO. \_\_\_\_\_

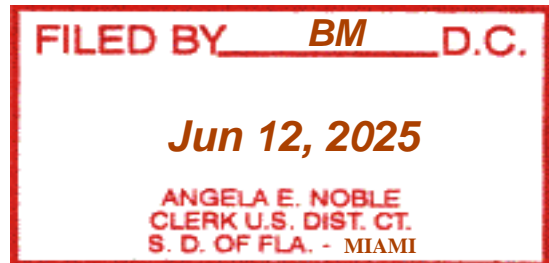
18 U.S.C. § 1349  
18 U.S.C. § 1344  
18 U.S.C. § 1028A(a)(1)  
18 U.S.C. § 1343  
18 U.S.C. § 982(a)(2)(A)  
18 U.S.C. § 981(a)(1)(C)

UNITED STATES OF AMERICA

vs.

JACQUEZ DION TULLIS,  
TANEKA NAKIA PACE, and  
JUNAQUE NICOLE TULLIS,  
a/k/a “Juanaque Tullis,”

Defendants.



**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times material to this Indictment:

**Financial Institutions’ Credit Programs for Financing Medical Procedures**

1. Certain financial institutions had special credit programs that provided lines of credit to individuals to fund out-of-pocket medical care, treatments, and services not covered by insurance, such as cosmetic surgery, dental procedures, spa and wellness services, and weight loss procedures. Under these programs, the individual’s medical provider would apply to register as an approved merchant with the lender, and then, once approved, execute a merchant agreement prepared by the financial institution that set forth certain requirements of the program and listed

the owners and medical providers for the registering merchant. Thereafter, either the medical provider or the individual seeking the line of credit would submit a credit application that listed the specific approved merchant where the loan funds would be spent. Under their merchant agreements, the medical providers were often required (1) to ensure that all credit applications were presented in a form approved by the lender and signed in person by the applicant and then (2) to submit to the lender the applications and records of the subsequent credit purchases of medical services using the approved lines of credit.

2. Once all the requisite paperwork was submitted, participating lenders would review and determine whether to approve lines of credit for individual borrowers. If approved, the lenders often issued physical credit cards that could be used at the approved medical provider designated in the application.

#### **The Small Business Administration**

3. The United States Small Business Administration (“SBA”) was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA was to maintain and strengthen the nation’s economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

4. As part of this effort, the SBA enabled and provided for loans through banks, credit unions, and other lenders. These loans had government-backed guarantees.

#### **The Economic Injury Disaster Loan Program**

5. The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was a federal law enacted in or around March 2020 and designed to provide emergency financial assistance to the millions of Americans who were suffering from the economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the expansion of an existing

disaster-related program – the Economic Injury Disaster Loan (“EIDL”) – to provide for loan assistance (including \$10,000 advances) for small businesses and other eligible entities for loans up to \$2 million. The EIDL proceeds could have been used to pay fixed debts, payroll, accounts payable, and other bills that could have been paid had the disaster not occurred; however, such loan proceeds were not intended to replace lost sales or profits, or for the expansion of a business.

6. Unlike certain other types of SBA-guaranteed loans, EIDL funds were issued directly from the United States Treasury, and applicants applied for EIDL funds directly through the SBA via an online portal and application. The EIDL application process, which also used certain outside contractors for system support, collected information concerning the business and the business owner, including: information about the gross revenues for the business prior to January 31, 2020; and the cost of goods sold. Applicants electronically certified that the information provided was true and accurate and were warned that any false statement or misrepresentations to the SBA, or any misapplication of loan proceeds may result in sanctions, including criminal penalties.

7. EIDL applications were received in and processed using computer servers located in the states of Iowa, Virginia, and Washington. EIDL disbursement payments were initiated by the SBA using computer servers located in the state of Colorado, which transmitted the payment information to the Treasury using computer servers located in the state of Virginia.

#### **Relevant Financial Institutions**

8. Lender 1 was a financial institution based in Stamford, Connecticut that is insured by the Federal Deposit Insurance Corporation (“FDIC”).

9. Lender 2 was a financial institution based in Draper, Utah and was FDIC insured.

10. Lender 3 was a financial technology company based in Irvine, California that partners with FDIC-insured institutions, which originate the loans it offers.

11. Lender 4 was a financial technology company based in Atlanta, Georgia that partners with FDIC-insured institutions, which originate the loans it offers.

12. Lender 1, Lender 2, Lender 3, and Lender 4 offered loan programs that financed the provision of medical services by approved providers that were not covered by health insurance (the “Medical Lenders”).

### **The Medical Clinics**

13. Contour Medical Center of South Florida LLC (“Contour Medical”) was a Florida corporation located at 8055 West McNab Road, Tamarac, Florida.

14. Optimum Telecare Health, LLC (“Optimum Telecare”) was a Texas corporation located at 5100 Westheimer Road, Suite 200, Houston, Texas.

15. Bella Stahrr Rejuvenation, LLC (“Bella Stahrr”) was a Florida corporation located at 1001 Brickell Bay Drive, Suite 2709, Miami, Florida.

16. Skyn Dep, LLC (“Skyn Dep”) was a Florida corporation located at 150 East Palmetto Park Road, Boca Raton, Florida.

17. Cosmetic Aesthetics, LLC (“Cosmetic Aesthetics”) was a Florida corporation located at 4750 N Federal Hwy, Suite 203, Fort Lauderdale, Florida.

18. Radiance Beauty Lounge LLC (“Radiance Beauty”) was a Florida corporation located at 2820 NE 214th St, Suite #801, Aventura, Florida.

19. Contour Medical, Optimum Telecare, Skyn Dep, Bella Stahrr, Cosmetic Aesthetics, and Radiance Beauty were companies that purportedly provided cosmetic surgery and

other medical services to patients and were approved merchants of the Medical Lenders (collectively, the “Clinics”).

**Other Relevant Entities**

20. Reliance Insurance Group LLC (“Reliance Insurance”) was a Florida corporation located at 1001 Brickell Bay Drive, Miami, Florida that was active from in or around July 2018 through in or around September 2019.

**The Defendants**

21. Defendant **JACQUEZ DION TULLIS** was the manager and owner of Contour Medical, the manager of Cosmetic Aesthetics, the manager of Radiance Beauty, and a resident of Broward County.

22. Defendant **TANEKA NAKIA PACE** was the manager of Contour Medical, the manager and owner of Skyn Dep, and a resident of Miami-Dade County.

23. Defendant **JUNAQUE NICOLE TULLIS, a/k/a “Juanaque Tullis,”** was the manager and owner of Bella Stahrr, the owner of Reliance Insurance, and a resident of Broward County.

**COUNT 1**  
**Conspiracy to Commit Bank Fraud**  
**(18 U.S.C. § 1349)**

1. Paragraphs 1–2, 8–19, and 21–23 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 2018, through in or around February 2024, in Miami-Dade, Broward, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendants,

**JACQUEZ DION TULLIS,  
TANEKA NAKIA PACE, and  
JUNAQUE NICOLE TULLIS,  
a/k/a “Juanaque Tullis,”**

did willfully, that is, with intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to commit bank fraud, that is, to knowingly, and with intent to defraud, execute, and cause the execution of, a scheme and artifice to defraud one or more financial institutions, which scheme and artifice employed a material falsehood, and did knowingly, and with intent to defraud, execute, and cause the execution of, a scheme and artifice to obtain any of the moneys and funds owed by, and under the custody and control of, one or more financial institutions, by means of false and fraudulent pretenses, representations, and promises relating to a material fact, in violation of Title 18, United States Code, Sections 1344(1) and (2).

**PURPOSE OF THE CONSPIRACY**

3. It was the purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) creating the Clinics, which were fraudulent businesses that did not perform real medical services; (b) submitting credit applications to financial institutions on behalf of individuals without their knowledge or consent to obtain funding for medical services that were never provided by the Clinics; and (c) withdrawing and transferring fraud proceeds from the Clinics’ bank accounts for their personal use, the use and benefit of others, and to further the fraud.

**MANNER AND MEANS OF THE CONSPIRACY**

The manner and means by which the defendants and their co-conspirators sought to accomplish the object and purpose of the conspiracy included, among other things, the following:



4. **TANEKA NAKIA PACE, JACQUEZ DION TULLIS**, and their co-conspirators obtained the personal identifying information of various individuals, including of practicing doctors, including their names, dates of birth, social security numbers, and other personal identifying information.

5. From in or around April 2018 through in or around September 2023, **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, JUNAQUE NICOLE TULLIS**, and their co-conspirators created the Clinics and registered them with the Florida Department of State using the personal identifying information of doctors and other individuals without their knowledge or consent.

6. **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, JUNAQUE NICOLE TULLIS**, and their co-conspirators submitted applications on behalf of the Clinics to become approved merchants with the Medical Lenders. Those merchant applications were often in the defendants' own names, but sometimes they also used the identifying information of doctors and other individuals without their knowledge or consent to list those individuals as owners of the Clinics.

7. **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, JUNAQUE NICOLE TULLIS**, and their co-conspirators submitted credit applications on behalf of purported patients of the Clinics to the Medical Lenders to fund cosmetic surgery and other medical services that were purportedly to be provided by the Clinics to those applicant-patients. However, those applications were submitted on behalf of individuals who did not need or want cosmetic surgery or other medical services purportedly provided by the Clinics and who did not know of, or authorize, the submission of those applications. Sometimes these applications were submitted on

behalf of individuals who, according to certified death records, had died prior to the purported date of receiving medical services at the Clinics.

8. From in or around April 2018 through in or around February 2024, the Medical Lenders paid **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, JUNAQUE NICOLE TULLIS**, and their co-conspirators approximately \$1,780,000 as reimbursement for fraudulent credit applications for cosmetic surgery and other medical services that were never provided.

9. **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, JUNAQUE NICOLE TULLIS**, and their co-conspirators used the fraud proceeds to benefit themselves and others, and to further the conspiracy.

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

**COUNTS 2–18**  
**Bank Fraud**  
**(18 U.S.C. § 1344)**

1. Paragraphs 1–2, 8–19, and 21–23 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 2018 through in or around February 2024, in Miami-Dade, Broward, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendants,

**JACQUEZ DION TULLIS,  
TANEKA NAKIA PACE, and  
JUNAQUE NICOLE TULLIS,  
a/k/a “Juanaque Tullis,”**

did knowingly, and with the intent to defraud, execute, and attempt to execute, and cause the execution of, a scheme and artifice to defraud one or more financial institutions, that is, the Medical Lenders, which scheme and artifice employed a material falsehood, and did knowingly, and with intent to defraud, execute, and attempt to execute, and cause the execution of, a scheme and artifice



to obtain any of the moneys and funds owed by, and under the custody and control of, one or more financial institutions, that is, the Medical Lenders, by means of false and fraudulent pretenses, representations, and promises relating to a material fact, in violation of Title 18, United States Code, Sections 1344(1) and (2).

### **PURPOSE OF THE SCHEME AND ARTIFICE**

3. It was the purpose of the scheme and artifice for the defendants and their accomplices to unlawfully enrich themselves by, among other things: (a) creating the Clinics, which were fraudulent businesses that did not have active operations or perform real medical services; (b) submitting credit applications to financial institutions on behalf of individuals without their knowledge or consent to obtain funding for medical services that were never provided by the Clinics; and (c) withdrawing and transferring fraud proceeds from the Clinics' bank accounts for their personal use, the use and benefit of others, and to further the fraud.

### **MANNER AND MEANS OF THE SCHEME AND ARTIFICE**

4. Paragraphs 4 through 9 of the Manner and Means section of Count 1 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

### **EXECUTION OF THE SCHEME AND ARTIFICE**

On or about the dates and for the defendants specified as to each count below, in Miami-Dade, Broward, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendants did execute, and attempt to execute, and cause the execution of, the above-described scheme and artifice to defraud, as more particularly described below:

COUNT	DEFENDANT	APPROXIMATE DATE	ACT IN EXECUTION
2	JACQUEZ DION TULLIS and TANEKA NAKIA PACE	October 31, 2018	Submission of a Participating Professional Application on behalf of Contour Medical to Lender 1.

<b>COUNT</b>	<b>DEFENDANT</b>	<b>APPROXIMATE DATE</b>	<b>ACT IN EXECUTION</b>
<b>3</b>	<b>JACQUEZ DION TULLIS and JUNAQUE NICOLE TULLIS</b>	January 27, 2019	Submission of a Credit Card Practice Enrollment Form on behalf of Bella Stahrr to Lender 2.
<b>4</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	February 6, 2019	Charge to line of credit issued by Lender 2 in the approximate amount of \$7,225 on behalf of borrower "V.G." for services purportedly provided by Contour Medical.
<b>5</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	February 12, 2019	Charge to line of credit issued by Lender 2 in the approximate amount of \$8,750 on behalf of borrower "R.W." for services purportedly provided by Contour Medical.
<b>6</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	June 25, 2019	Submission of a Network Registration Application on behalf of Contour Medical to Lender 3.
<b>7</b>	<b>JACQUEZ DION TULLIS and JUNAQUE NICOLE TULLIS</b>	August 26, 2019	Submission of a Participating Professional Application on behalf of Bella Stahrr to Lender 1.
<b>8</b>	<b>JACQUEZ DION TULLIS and JUNAQUE NICOLE TULLIS</b>	September 16, 2019	Charge to line of credit issued by Lender 1 in the approximate amount of \$5,500 on behalf of borrower "S.S." for services purportedly provided by Bella Stahrr.
<b>9</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	September 18, 2019	Submission of a Participating Professional Application on behalf of Skyn Dep to Lender 1.
<b>10</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	October 25, 2019	Charge to line of credit issued by Lender 1 in the approximate amount of \$8,500 on behalf of borrower "R.J." for services purportedly provided by Skyn Dep.
<b>11</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	October 31, 2019	Charge to line of credit issued by Lender 1 in the approximate amount of \$3,500 on behalf of borrower "K.A." for services purportedly provided by Skyn Dep.

<b>COUNT</b>	<b>DEFENDANT</b>	<b>APPROXIMATE DATE</b>	<b>ACT IN EXECUTION</b>
<b>12</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	August 4, 2022	Submission of Merchant Application on behalf of Contour Medical to Lender 4.
<b>13</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	September 13, 2022	Submission of Installment Loan Agreement to Lender 4 on behalf of borrower "K.S." for services purportedly to be provided by Contour Medical.
<b>14</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	September 19, 2022	Submission of Installment Loan Agreement to Lender 4 on behalf of borrower "S.D." for services purportedly to be provided by Contour Medical.
<b>15</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	October 4, 2022	Submission of Installment Loan Agreement to Lender 4 on behalf of borrower "A.N." for services purportedly to be provided by Contour Medical.
<b>16</b>	<b>JACQUEZ DION TULLIS</b>	April 3, 2023	Submission of Merchant Application on behalf of Cosmetic Aesthetics to Lender 3.
<b>17</b>	<b>JACQUEZ DION TULLIS</b>	August 18, 2023	Submission of loan application to Lender 3 on behalf of borrower "J.H." for services purportedly to be provided by Cosmetic Aesthetics.
<b>18</b>	<b>JACQUEZ DION TULLIS</b>	August 22, 2023	Submission of loan application to Lender 3 on behalf of borrower "M.F." for services purportedly to be provided by Cosmetic Aesthetics.

In violation of Title 18, United States Code, Sections 1344(1) and (2), and 2.

**COUNTS 19–25**  
**Aggravated Identity Theft**  
**(18 U.S.C. § 1028A(a)(1))**

On or about the dates and for the defendants specified as to each count below, in Miami-Dade, Broward, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendants,

**JACQUEZ DION TULLIS,  
TANEKA NAKIA PACE, and  
JUNAQUE NICOLE TULLIS,  
a/k/a “Juanaque Tullis,”**

during and in relation to a felony violation of Title 18, United States Code, Section 1344, that is, bank fraud, as charged in Counts 12–18, did knowingly transfer, possess, and use, without lawful authority, the means of identification of another person, as set forth below:

<b>COUNT</b>	<b>DEFENDANT</b>	<b>APPROXIMATE DATE</b>	<b>MEANS OF IDENTIFICATION</b>
<b>19</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	August 4, 2022	Name belonging to “D.W.,” in connection with Count 12.
<b>20</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	September 13, 2022	Name and address belonging to “K.S.,” in connection with Count 13.
<b>21</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	September 19, 2022	Name and address belonging to “S.D.,” in connection with Count 14.
<b>22</b>	<b>JACQUEZ DION TULLIS and TANEKA NAKIA PACE</b>	October 4, 2022	Name and address belonging to “A.N.,” in connection with Count 15.
<b>23</b>	<b>JACQUEZ DION TULLIS</b>	April 3, 2023	Name, date of birth, and social security number belonging to “Dr. R.A.,” in connection with Count 16.
<b>24</b>	<b>JACQUEZ DION TULLIS</b>	August 18, 2023	Name, date of birth, and social security number belonging to “J.H.,” in connection with Count 17.
<b>25</b>	<b>JACQUEZ DION TULLIS</b>	August 22, 2023	Name, date of birth, and social security number belonging to “M.F.,” in connection with Count 18.

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

**COUNTS 26–32  
Wire Fraud  
(18 U.S.C. § 1343)**

1. Paragraphs 3–7, 13, 15–16, and 20–23 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates specified below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**JACQUEZ DION TULLIS,  
TANEKA NAKIA PACE, and  
JUNAQUE NICOLE TULLIS,  
a/k/a “Juanaque Tullis,”**

did knowingly, and with intent to defraud, devise, and intend to devise, a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the scheme and artifice, did knowingly transmit and cause to be transmitted, by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

**PURPOSE OF THE SCHEME AND ARTIFICE**

3. It was a purpose of the scheme and artifice for the defendants and their accomplices to unlawfully enrich themselves by: (a) submitting and causing the submission, via interstate wire communication, of false and fraudulent applications for EIDL loans made available through the SBA to provide relief for the economic effects caused by the COVID-19 pandemic; (b) concealing and causing the concealment of these false and fraudulent applications; and (c) diverting fraud proceeds for their personal use and benefit and to further the fraud.

**MANNER AND MEANS OF THE SCHEME AND ARTIFICE**

The manner and means by which **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, and JUNAQUE NICOLE TULLIS**, and their accomplices sought to accomplish the purpose of the scheme and artifice included, among others, the following:

*The Fraudulent Contour Medical EIDL Applications*

4. On or about April 10, 2020, **JACQUEZ DION TULLIS** submitted, and caused the submission of, an EIDL application to the SBA in the name of Contour Medical (the “First Contour Medical EIDL Application”).

5. In the First Contour Medical EIDL Application, **JACQUEZ DION TULLIS** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$42,310,000, that the company had eight employees, and that the company was an active, legitimate business.

6. On or about June 26, 2020, **JACQUEZ DION TULLIS** submitted, and caused the submission of, a second EIDL application to the SBA in the name of Contour Medical (the “Second Contour Medical EIDL Application”).

7. In the Second Contour Medical EIDL Application, **JACQUEZ DION TULLIS** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$95,000, that the company had 10 employees, and that the company was an active, legitimate business.

8. On or about July 7, 2020, **JACQUEZ DION TULLIS** submitted, and caused the submission of, a third EIDL application to the SBA in the name of Contour Medical (the “Third Contour Medical EIDL Application”).

9. In the Third Contour Medical EIDL Application, **JACQUEZ DION TULLIS** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$5,800,000, that the company had 30 employees, and that the company was an active, legitimate business. **TULLIS** also falsely and fraudulent



submitted the Third Contour Medical EIDL Application in the name of “D.W.,” without “D.W.’s” authorization, rather than in his own name.

10. The SBA denied each of the three Contour Medical EIDL applications.

***The Fraudulent Skyn Dep EIDL Application***

11. On or about April 10, 2020, **TANEKA NAKIA PACE** submitted, and caused the submission of, an EIDL application to the SBA in the name of Skyn Dep (the “Skyn Dep EIDL Application”).

12. In the Skyn Dep EIDL Application, **TANEKA NAKIA PACE** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$231,270,000, that the company had nine employees, and that the company was an active, legitimate business.

13. The SBA denied the Skyn Dep EIDL Application.

***The Fraudulent Bella Stahrr EIDL Application***

14. On or about April 10, 2020, **JACQUEZ DION TULLIS** submitted, and caused the submission of, an EIDL application to the SBA in the name of Bella Stahrr and with **JUNAQUE NICOLE TULLIS**, listed as the individual submitting the application (the “Bella Stahrr EIDL Application”).

15. In the Bella Stahrr EIDL Application, **JACQUEZ DION TULLIS** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$92,581, that the company had 14 employees, that the company was an active, legitimate business, and that the bank account listed to receive EIDL funds belonged to Bella Stahrr.

16. The SBA denied the Bella Stahrr EIDL Application.

*The Fraudulent Reliance Insurance EIDL Application*

17. On or about April 10, 2020, **JUNAQUE NICOLE TULLIS** submitted, and caused the submission of, an EIDL application to the SBA in the name of Reliance Insurance (the “Reliance Insurance EIDL Application”).

18. In the Reliance Insurance EIDL Application, **JUNAQUE NICOLE TULLIS** falsely and fraudulently represented, among other things, that the company’s gross revenues for the twelve months prior to January 31, 2020 were \$50,000, that the company had four employees, that the company was an active, legitimate business, and that the bank account listed to receive EIDL funds belonged to Reliance Insurance, when in fact it was a personal account belonging to **JUNAQUE NICOLE TULLIS**.

19. As part of the EIDL Application process, **JUNAQUE NICOLE TULLIS** submitted, and caused the submission of, an EIDL Loan Authorization and Agreement for Reliance Insurance to the SBA in the approximate amount of \$5,000 (the “EIDL Agreement”). In the EIDL Agreement, **JUNAQUE NICOLE TULLIS** falsely and fraudulently certified that all information in the EIDL Application was true and correct and that she would “use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020 and continuing thereafter...”

20. Based on the false and fraudulent representations made in the EIDL Application and EIDL Agreement, the SBA approved an EIDL advance and loan for Reliance Insurance and deposited approximately \$5,000 into the personal bank account of **JUNAQUE NICOLE TULLIS** on or about July 2, 2020 and \$4,000 into the same account on July 14, 2020.

21. Following execution of the EIDL Agreement, **JUNAQUE NICOLE TULLIS**, submitted, and caused the submission of, another EIDL application to the SBA for Reliance

Insurance that again falsely and fraudulently stated the company's gross revenues and number of employees and that the company was an active, legitimate business. The SBA denied this application.

### **USE OF WIRES**

22. On or about the dates and for the defendants specified as to each count below, the defendants, for the purpose of executing and in furtherance of the aforementioned scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, as particularly described below:

<b>COUNT</b>	<b>DEFENDANT</b>	<b>APPROXIMATE DATE</b>	<b>DESCRIPTION OF WIRE</b>
<b>26</b>	<b>JACQUEZ DION TULLIS</b>	April 10, 2020	Electronic transmission of the First Contour Medical EIDL Application from the Southern District of Florida, to the SBA through servers outside of Florida.
<b>27</b>	<b>TANEKA NAKIA PACE</b>	April 10, 2020	Electronic transmission of the Skyn Dep EIDL Application from the Southern District of Florida, to the SBA through servers outside of Florida.
<b>28</b>	<b>JACQUEZ DION TULLIS</b>	May 30, 2020	Electronic transmission of the Bella Stahrr EIDL Application from the Southern District of Florida, to the SBA through servers outside of Florida.
<b>29</b>	<b>JACQUEZ DION TULLIS</b>	June 26, 2020	Electronic transmission of the Second Contour Medical EIDL Application from the Southern District of Florida, to the SBA through servers outside of Florida.

COUNT	DEFENDANT	APPROXIMATE DATE	DESCRIPTION OF WIRE
30	JUNAQUE NICOLE TULLIS	July 1, 2020	Electronic transmission of the Reliance Insurance EIDL Agreement from the Southern District of Florida, to the SBA through servers outside of Florida.
31	JACQUEZ DION TULLIS	July 7, 2020	Electronic transmission of the Third Contour Medical EIDL Application from the Southern District of Florida, to the SBA through servers outside of Florida.
32	JUNAQUE NICOLE TULLIS	December 29, 2020	Electronic transmission of an EIDL application on behalf of Reliance Insurance from the Southern District of Florida, to the SBA through servers outside of Florida.

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

### **FORFEITURE ALLEGATIONS**

1. The allegations of this Indictment are hereby re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which any of the defendants, **JACQUEZ DION TULLIS, TANEKA NAKIA PACE, and JUNAQUE NICOLE TULLIS, a/k/a “Juanaque Tullis,”** have an interest.

2. Upon conviction of a violation, of Title 18, United States Code, Section 1349, a conspiracy to violate Title 18, United States Code, Section 1344, as alleged in this Indictment, the defendants shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to such offense, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

3. Upon conviction of a violation of Title 18, United States Code, Section 1344, as alleged in this Indictment, the defendants shall forfeit to the United States any property constituting, or derived from, proceeds the person obtained directly or indirectly as the result of such offense, pursuant to Title 18, United States Code, Section 982(a)(2)(A).

4. Upon conviction of a violation of Title 18, United States Code, Section 1343, as alleged in this Indictment, the defendants shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to such offense, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

All pursuant to Title 18, United States Code, Sections and 982(a)(1)(C) and 982(a)(2)(A), and the procedures set forth at Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).



HAYDEN P. O'BYRNE  
UNITED STATES ATTORNEY

A TRUE BILL

FOREPERSON



WILL J. ROSENZWEIG  
ASSISTANT UNITED STATES ATTORNEY