

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

UNITED STATES OF AMERICA	:	CRIMINAL NO.
v.	:	DATE FILED
ALYSON CESARZ	:	VIOLATIONS: 18 U.S.C. § 1343 (Wire fraud – 5 counts)

INFORMATION

COUNTS ONE THROUGH FIVE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this Information:

1. Defendant ALYSON CESARZ was the owner of Parklane Commercial Lending, a company allegedly in the business of arranging financing for large real estate and other commercial projects. These large projects each required financing in amounts ranging from approximately fifteen million dollars to almost one billion dollars.
2. For each client with a large project, ALYSON CESARZ would provide a "Letter of Intent" explaining that there would be a fee due to Parklane Commercial Lending if CESARZ successfully obtained financing for the project, that the client would pay a deposit while CESARZ sought the financing, and that the deposit was refundable if CESARZ was unable to obtain financing. These refundable deposits were all in excess of \$100,000.
3. ALYSON CESARZ did not successfully obtain financing for any of the clients who made deposits exceeding \$100,000.

4. ALYSON CESARZ did not maintain the refundable deposits in bank accounts so that they would be available to be refunded if she was unsuccessful in obtaining financing. Instead, when CESARZ received a large deposit, she would use the deposit to pay business and personal expenses, and to refund the deposits of other clients who had already requested the return of their deposits.

5. When a client requested that a deposit be returned because ALYSON CESARZ had failed to obtain financing for the client, CESARZ would routinely wait until a new client had made a deposit and would then use that new deposit to make a refund to the client who had requested that their deposit be refunded.

6. At least four clients who gave large refundable deposits to ALYSON CESARZ never obtained financing, requested that the deposit be refunded, and were never given the deposit by CESARZ.

THE SCHEME

7. From in or about 2010 through in or about September 2015, defendant

ALYSON CESARZ

devised, and solicited, a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

8. It was part of the scheme that ALYSON CESARZ:

a. would tell clients seeking financing for multi-million dollar commercial projects that she had the ability to obtain financing for such projects;

b. would require clients to pay large, allegedly refundable deposits before she would seek to obtain financing for them;

c. would use new deposits to make refunds to other clients who were requesting refund of the deposit after CESARZ failed to obtain financing for the client.

d. would not hold allegedly refundable deposits in a bank account so that the deposit would be available to be refunded if CESARZ failed to obtain financing for the client who gave that deposit to CESARZ.

9. Between in or about January 2012 and September 2015, as a result of this fraudulent scheme, at least four clients of Parklane were defrauded of at least \$1,148,000.

a. In and around approximately January 2012, ALYSON CESARZ agreed to seek \$950,000,000 in financing for Watch Harbor Power LLC, which is located in New York, New York, for a wind farm project in Romania. On approximately July 3, 2012, Watch Harbor paid a refundable deposit of \$175,000. On approximately July 9, 2012, Parklane refunded a deposit of \$200,000 to another client. On approximately February 8, 2013, Watch Harbor paid an additional refundable deposit of \$117,500. CESARZ never obtained financing for Watch Harbor, and Watch Harbor requested a return of both deposits. CESARZ refunded \$100,000 to Watch Harbor, but never returned \$192,000 of the refundable deposits to Watch Harbor.

b. In and around approximately February 2012, ALYSON CESARZ agreed to seek \$261,000,000 in financing for Valhalla Brandywine, which is located in Glenmoore, Pennsylvania, for a real estate project. On approximately March 6, 2012, Valhalla Brandywine paid a refundable deposit of \$548,000 to Parklane. On approximately March 9, 2012, CESARZ refunded a \$440,000 deposit to another client. CESARZ never obtained financing for Valhalla Brandywine, and Valhalla Brandywine requested return of the deposit. CESARZ never returned the deposit to Valhalla Brandywine.

c. In and around approximately January 2014, ALYSON CESARZ agreed to seek \$240,000,000 in financing for American Automated Warehouses, which is located in Lake Tahoe, Nevada, for a warehouse project. On approximately July 29, 2014, American Automated paid a deposit of \$168,000 of which \$110,700 was refundable. On approximately July 31, 2014, CESARZ refunded \$100,000 to another client. CESARZ never obtained financing for American Automated Warehouses, and American Automated Warehouses requested return of the deposit. CESARZ kept the deposit and never returned it to American Automated Warehouses.

d. In or around June 2014, ALYSON CESARZ agreed to seek between \$14,900,000 and \$19,000,000 in financing for Las Carolinas Development Corporation, which is located in San Juan, Puerto Rico, for a construction project in Puerto Rico. On approximately June 13, 2014, Las Carolinas paid a refundable deposit of \$240,000. On approximately June 17, 2014, CESARZ returned a deposit of \$215,000 to another client. CESARZ never obtained financing for Las Carolinas, and Las Carolinas requested return of the deposit. CESARZ kept the deposit and never returned it to Las Carolinas.

THE WIRE TRANSFERS

10. On or about each of the dates below, in the Eastern District of Pennsylvania and elsewhere, defendant

ALYSON CESARZ

for the purpose of executing the scheme described above, and attempting to do so, and causing to be transmitted by means of wire communications in interstate commerce the following electronic payments described below for each count, each transmission constituting a separate count:

<u>COUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
1	3/6/2012	\$548,000	M&T Bank, Philadelphia, PA	PNC Bank, Allen Park, MI
2	7/3/2012	\$175,000	First Republic Bank, New York, NY	PNC Bank, Allen Park, MI
3	2/8/2013	\$117,500	First Republic Bank, New York, NY	PNC Bank, Allen Park, MI
4	6/13/2014	\$240,000	Santander Bank, Guaynabo, Puerto Rico	PNC Bank, Allen Park, MI
5	7/29/2014	\$168,000	Wells Fargo Bank, Aurora, Colorado	PNC Bank, Allen Park, MI

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1343, set forth in this indictment, defendant

ALYSON CESARZ

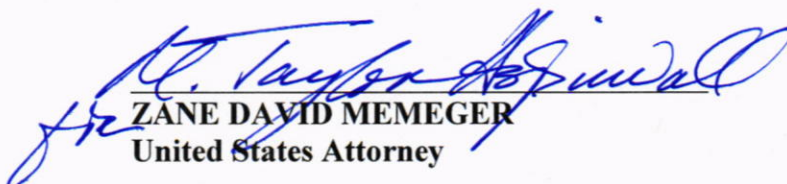
shall forfeit to the United States of America any property that constitutes or is derived from proceeds traceable to commission of such offenses, including, but not limited to, the sum of \$1,148,000.

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 sole 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 of America, 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, Section 981(a)(1)(C).


ZANE DAVID MEMEGER
United States Attorney

No. 15-_____

UNITED STATES DISTRICT COURT

Eastern District of Pennsylvania

Criminal Division

THE UNITED STATES OF AMERICA

vs.

ALYSON CESARZ

INFORMATION

Counts

18 U.S.C. § 1343 (wire fraud – 5 counts)

A true bill.

Foreman

Filed in open court this _____ day,

Of _____ A.D. 20 _____

Clerk

Bail, \$ _____
