

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. **14-20573**

**CR-UNGARO  
TOTAZO-REYES**

18 U.S.C. § 1349  
18 U.S.C. § 1343  
18 U.S.C. § 982(a)(2)(B)

UNITED STATES OF AMERICA

vs.

HECTOR HERNANDEZ,  
FABIAN PEREZ,  
DURAND DEEB,  
FRANK CARINO,  
OLGA RODRIGUEZ,  
OLGA HERNANDEZ,  
JULIETTE DEL RIO,  
JULISSA SAAVEDRA,  
ALEIDA FONTAO, and  
ARMANDO BRAVO,

Defendants.

FILED by *FB* D.C.  
AUG 12 2014  
STEVEN M. LARIMORE  
CLERK U. S. DIST. CT.  
S. D. of FLA. - MIAMI

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

**A. FHA MORTGAGE LOAN PROCESS**

1. The term "mortgage" was used in the real estate industry to refer to a loan to finance the purchase of real estate, usually with specified payment periods and interest rates.

2. The Federal Housing Administration (“FHA”) was a division of the Department of Housing and Urban Development (“HUD”), a federal agency which insured certain mortgage loans under its FHA mortgage loan program to enable low and moderate-income home buyers to obtain loans to purchase homes. By offering FHA-insured loans, HUD assisted potential buyers in obtaining mortgages at more favorable terms than those otherwise commercially available. Under the FHA program, HUD was responsible for reimbursing the lender or servicing bank in the event of default.

3. The term “closing” was used in the real estate industry to refer to the event at which the legal transfer of real estate from seller to buyer formally took place and the point at which funds were transferred between the various parties, such as from the lending institution to the buyer, or to the seller on the buyer’s behalf. The funds transfer at closing was often accomplished by temporarily passing funds through an intermediary commonly referred to as a “settlement agent” or a “title company.”

4. HUD regulations required all payments made to or from the buyer and seller and any payments made to third parties in connection with the real estate closing to be itemized on a Settlement Statement known in the real estate industry as a “HUD-1.” The settlement agent, buyer, and seller, had to certify that the HUD-1 was a true and accurate statement of all receipts and disbursements.

5. The term "Mortgage Insurance Premium" ("MIP") was a fee that HUD required the lender to prepay for each loan that was insured with FHA insurance. This fee was reported on the HUD-1 and paid electronically at closing.

6. The term "underwriting" was used in the real estate industry to mean the decision-making process in which the lender determined if a borrower met all the qualifications for the loan. Under the FHA mortgage program, HUD delegated the underwriting decision to certain lenders. This delegated authority was known as "direct endorsement authority."

7. Under the Direct Endorsement Authority program, the direct endorsement lender determined whether the home buyer was eligible for an FHA-insured loan. If the lender determined that the buyer was eligible, the lender could then approve the loan for FHA insurance on its own authority subject only to a pro forma HUD review to confirm that all required documents had been submitted. If all required documents were present in the file, HUD certified the loan for FHA insurance based on the direct endorsement lender's determination that the borrower had met all HUD regulations for an FHA insured loan. To be eligible to receive an FHA loan, home buyers were required to make a minimum down payment on their homes of at least 3% of the cost of the home. Home buyers were permitted to use gifts from relatives, employers, unions, charitable organizations, or governmental agencies to meet this 3% down payment. Home buyers were not, however, permitted to receive payments of any kind from persons or entities with an

interest in the sale of the home, such as developers and sellers of the homes. Home buyers and sellers were both required to certify on the HUD-1 form and any addendum at the closing of the real estate transaction that the home buyer had not received undisclosed payments related to the property to be purchased.

8. HUD regulations stated that the borrower must intend to use the purchased property as their principal residence. The borrower also had to meet certain income and credit requirements. These requirements were met, in part, by obtaining earnings statements from the borrowers and a Verification of Employment (“VOE”) form from the borrower’s employer. It was a requirement that the VOEs be transmitted directly from the employer to the lender for the purpose of verifying the borrower’s income. The lender must verify the authenticity of the VOE. Interested third parties were prohibited by HUD regulation from handling these VOE forms.

9. Borrowers were required to provide a written explanation of missed debt payments and other adverse financial information in Letters of Explanation (“LOEs”). Such LOEs from borrowers were required to be included in the file.

10. Once the mortgage loan was approved for FHA insurance by the direct endorsement lender, the lender could sell the FHA loan to financial institutions, such as banks, in what was known as the “secondary market.” Buyers of these FHA loans on the secondary market relied upon the direct endorsement lender’s decision that the borrower had met all the qualifications for an FHA loan.

## B. RELEVANT ENTITIES

11. Great Country Mortgage Bankers ("GCMB") was a Florida corporation doing business as an FHA-direct endorsement mortgage lender in the Miami-Dade County area. Its principal place of business was 2580 Douglas Way, Coral Gables, Florida. GCMB was owned and operated by defendant **HECTOR HERNANDEZ**.

12. Great Country Title Services ("GCTS") was a Florida corporation doing business as a title company closing mortgage loans, principally for GCMB, in the Miami-Dade County area. GCTS had its principal place of business at 2580 Douglas Way, Coral Gables, Florida. GCTS was owned and operated by **HECTOR HERNANDEZ**.

13. ERA Great Country Real Estate ("ERAGCRE") was a Florida corporation which provided real estate services on behalf of GCMB. ERAGCRE had its principal place of business at 2580 Douglas Way, Coral Gables, Florida. ERAGCRE was owned and operated by **HECTOR HERNANDEZ**.

14. Union Title Services, Inc. was a Florida corporation doing business as a title company with its principal place of business at 90 Almeria Avenue, Coral Gables, Florida.

15. Nehemiah Corporation of America ("Nehemiah") was a California non-profit corporation with its principal place of business at 424 North 7<sup>th</sup> Street, Suite 250, Sacramento, California. Nehemiah Corporation provided assistance to borrowers who qualified for FHA residential loans by providing the borrowers' down payment obligation at closing. This payment was made electronically at closing through a wire transfer of funds.

16. Home Downpayment Gift Foundation (“HDGF”) was a Michigan non-profit corporation with its principal place of business at 37211 Harper Avenue, Suite 6B, Clinton Township, Michigan. HDGF provided assistance to borrowers who qualified for FHA residential loans by providing the borrowers’ down payment obligation at closing through a wire transfer of funds.

17. JP Morgan Chase, N.A. (“Chase Bank”) was a financial institution headquartered in New York, New York and insured by the Federal Deposit Insurance Corporation (“FDIC”). Chase Bank purchased FHA mortgage loans from GCMB on the secondary market through its subsidiary Chase Mortgage.

18. Citibank, N.A. (“Citibank”) was a financial institution headquartered in New York, New York and insured by the FDIC. Citibank purchased mortgage loans from GCMB on the secondary market through its subsidiary CitiMortgage.

19. Countrywide Financial Corporation, headquartered in Sacramento, California, was a bank holding company and financial institution with subsidiaries Countrywide Bank, FSB and Countrywide Home Loans, Inc. Countrywide Financial Corporation purchased loans from GCMB on the secondary market through both subsidiaries. In 2008, Countrywide Financial Corporation was purchased by Bank of America, a financial institution insured by the FDIC.

### C. DEFENDANTS

20. HECTOR HERNANDEZ was a resident of Miami, Florida, a developer and the owner and operator of GCMB, ERAGCRE, and GCTS.

21. Defendant **FABIAN PEREZ** was a Miami-Dade County resident who worked as a loan officer for GCMB. In that capacity, **PEREZ** worked with borrowers and submitted loan applications and supporting documents to GCMB for approval in the sale and financing of condominium units at various properties.

22. Defendant **DURAND DEEB** was a Miami-Dade County resident who worked as a loan officer for GCMB. In that capacity, **DEEB** worked with borrowers and submitted loan applications and supporting documents to GCMB for approval in the sale and financing of condominium units at various properties.

23. Defendant **FRANK CARINO** was a Miami-Dade County resident who worked as a loan officer for GCMB. In that capacity, **CARINO** worked with borrowers and submitted loan applications and supporting documents to GCMB for approval in the sale and financing of condominium units at various properties.

24. Defendant **OLGA RODRIGUEZ** was a Miami-Dade County resident who worked as both a loan processor and underwriter for GCMB. As an underwriter, she was required to ensure that the loan application and supporting documents were complete and accurate and met all HUD and FHA guidelines.

25. Defendant **OLGA HERNANDEZ** was a Miami-Dade County resident who worked as an underwriter for GCMB. In that capacity, she was required to ensure that the loan application and supporting documents were complete and accurate and met all HUD and FHA guidelines.

26. Defendant JULIETTE DEL RIO was a Miami-Dade County resident who worked as a loan processor for GCMB. In that capacity, she assisted the loan officers in completing the loan files with all necessary documents in support of the loan application. As a loan processor, she typically received the borrowers' credit histories, income and debt history, Verification of Employment, Verifications of Rent, and Letters of Explanation from borrowers and other necessary documents. She worked closely with the loan officers in support of the loan application.

27. Defendant JULISSA SAAVEDRA was a Miami-Dade County resident who worked as a loan processor for GCMB. In that capacity, she assisted the loan officers in completing the loan files with all necessary documents in support of the loan application. As a loan processor, she typically received the borrowers' credit histories, income and debt history, Verifications of Employment and Rent, Explanation letters from borrowers and other necessary documents. She worked closely with the loan officers in support of the loan application process.

28. Defendant ALEIDA FONTAO was a partner in the development of the South Flagler condominium project. The South Flagler condominiums were owned by South Flagler Group, LLC, which in turn was owned by Gallardo Conversions Group. HECTOR HERNANDEZ and FONTAO were the members of Gallardo Conversions Group. FONTAO was a real estate agent and the property manager at South Flagler. She supervised the loan officers at South Flagler and assisted them in completing loan files. As the property manager,

she also received the rents from the South Flagler project. FONTAO is the sister of HECTOR HERNANDEZ.

29. Defendant ARMANDO BRAVO was a developer and property manager of Dadeland Place and Water Place. He was a partner with HECTOR HERNANDEZ in Dadeland Place and managed the condominium properties at Lakeside at Tamarac and Lakeside Villas at Kendall.

#### D. PROPERTIES

30. Cedars Pointe was a condominium development located at 1531 N.W. 16th Avenue, Miami, Florida owned by Cedars Pointe, LLC. The Managing Member of Cedars Point, LLC was Power One Real Estate Investment's LLC, which, in turn was managed by R.C.

31. Dadeland Place was a condominium development located at 9001 SW 77<sup>th</sup> Avenue, Miami, Florida. It was owned by Palmetto Towers Group, LLC, with managing member HECTOR HERNANDEZ. ARMANDO BRAVO was the manager in fact. Palmetto Towers Group, LLC had its principal place of business in the Southern District of Florida.

32. Pompano by the Sea was a condominium development located at 3212 NE 12<sup>th</sup> Street, Miami, Florida. It was owned by Gallardo Conversions Corporation whose members were HECTOR HERNANDEZ and ALEIDA FONTAO. Gallardo Conversions Corporation had its principal place of business in the Southern District of Florida.

33. South Flagler was a condominium development located at 1025 South Flagler Avenue, Miami, Florida. It was owned by South Flagler, LLC, whose members were

**HECTOR HERNANDEZ** and **ALEIDA FONTAO**. South Flagler, LLC had its principal place of business in the Southern District of Florida.

34. **Pelican Cove on the Bay** was a condominium development located at 250 North Banana River Drive, Miami, Florida. It was owned by Pelican Cove on the Bay, LLC, with managing members C.R., L.R., and R.B. Pelican Cove on the Bay, LLC, had its principal place of business in the Southern District of Florida.

35. **Courts at Oakland** was a condominium development located at 95 NE 41<sup>st</sup> Street, Miami, Florida. It was owned by IN Developments, LLC. Gallardo Conversion Corporation, owned by **HECTOR HERNANDEZ** and **ALEIDA FONTAO**, was a member of IN Developments, LLC. Both companies had their principal places of business in the Southern District of Florida.

36. **San Marco at Fontainebleau** was a condominium development located at 8800 Fontainebleau Blvd., Miami, Florida. It was owned by San Marco at Fontainebleau, LLC. **HECTOR HERNANDEZ** was a member of San Marco at Fontainebleau, LLC, which had its principal place of business in the Southern District of Florida.

37. **Lakeside at Tamarac** was a condominium development located at 4000 Lakeside Drive, Miami, Florida. It was owned by Lakeside Development Group, LLC. The manager of Lakeside Development Group, LLC was Lakeside Manager, LLC, for which **HECTOR HERNANDEZ** was the managing member. Both Lakeside Development Group, LLC and Lakeside Manager, LLC had their principal places of business in the Southern District of Florida.

38. **Lakeside Villas at Kendall** was a condominium development located at 15400 SW 77<sup>th</sup> Circle, Miami, Florida. The owner of Lakeside Villas at Kendall was Water Place Group, LLC. Its sole member was Water Place Manager, LLC, for which **HECTOR HERNANDEZ** was the managing member. Both Water Place Group, LLC and Water Place Manager, LLC had their principal places of business in the Southern District of Florida.

39. **Palm Hill** was a condominium development located at 5000 Palm Hill Drive, Miami, Florida. It was owned by Palm Hill Investments, LLC. **HECTOR HERNANDEZ** was a member of Palm Hill Investments LLC. Palm Hill Investments, LLC had its principal place of business in the Southern District of Florida.

40. **Miller Lakes** was a condominium development located at 5400 SW 77<sup>th</sup> Court, Miami, Florida. It was owned by Miller Lakes Group, LLC. **HECTOR HERNANDEZ** was a member of Miller Lakes Group, LLC. Miller Lakes Group, LLC had its principal place of business in the Southern District of Florida.

41. **45<sup>th</sup> Avenue** was a condominium development located at 890-898 NW 45<sup>th</sup> Avenue, Miami, Florida. It was owned by Sandemat Holdings, LLC. C.S. was the member manager.

42. **Las Villas de Fontainebleu** was a condominium development located at 8027 and 8035 NW 8<sup>th</sup> Street, Miami, Florida. It was owned by Las Villas de Fontainebleu, LLC whose managing members were C.R., L.R., and R.B., and had its principal place of business in the Southern District of Florida.

43. **Cocoa Palm** was a condominium property located at 3071 SW 1<sup>st</sup> Avenue, Miami, Florida.

44. **Agua Dulce** was a condominium property located at 11195 SW 1<sup>st</sup> Avenue, Miami, Florida owned by Agua Dulce Investments, Inc., the managing member of which was R.R.

45. **Villas San Miguel** was a condominium property located at 399 NW 72<sup>nd</sup> Avenue, Miami, Florida.

46. **Miami Paradise** was a condominium property located at 495 NW 72<sup>nd</sup> Avenue, Miami, Florida.

COUNT 1  
Conspiracy to Commit Wire Fraud  
Affecting a Financial Institution  
(18 U.S.C. § 1349)

1. Paragraphs 1 through 46 of the General Allegations section of this Indictment are re-alleged and fully incorporated by reference.

2. From on or about January 1, 2006, through on or about September 30, 2008, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

HECTOR HERNANDEZ,  
FABIAN PEREZ,  
DURAND DEEB,  
FRANK CARINO,  
OLGA RODRIGUEZ,  
OLGA HERNANDEZ,  
JULIETTE DEL RIO,

JULISSA SAAVEDRA,  
ALEIDA FONTAO, and  
ARMANDO BRAVO,

did willfully, that is, with the intent to further an object of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and others known and unknown to the Grand Jury, to 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 they were false and fraudulent when made, and transmitting and causing to be transmitted in interstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, for the purpose of executing the scheme, all affecting a financial institution, in violation of Title 18, United States Code, Section 1343.

**PURPOSE OF THE CONSPIRACY**

3. It was the purpose of the conspiracy for the defendants and their co-conspirators to defraud HUD and financial institutions by: a) qualifying buyers through the use of false and fictitious documents in support of loan applications; b) promising to pay and paying borrowers financial incentives that were undisclosed on the HUD-1; c) using GCMB's authority as a direct endorsement lender to approve the fraudulent loans for FHA insurance; d) submitting the fraudulent loan files and related false documents to HUD, thereby inducing HUD to endorse and guarantee the loans; and e) selling these fraudulently obtained FHA insured loans to financial institutions, thereby transferring potential losses and the risk of loss to the financial institutions.

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 others, the following:

4. HECTOR HERNANDEZ, as owner and President of GCMB, sought and received authority from HUD to directly approve loans that HUD would insure through its FHA loan program. This authority, known as "Direct Endorsement," enabled GCMB to determine that a particular mortgage loan was eligible for FHA insurance under the applicable HUD regulations.

5. HECTOR HERNANDEZ acquired ownership interests in rental properties that could be converted into condominium units and sold to purchasers. These rental properties included South Flagler, Dadeland Place, Courts at Oakland, San Marco at Fontainebleau, Lakeside at Tamarack, Lakeside Villas at Kendall, Palm Hill, Pompano by the Sea, and Miller Lakes.

6. HECTOR HERNANDEZ owned and operated Great Country Real Estate and Great Country Title Services, which provided real estate and title services, respectively, to GCMB as part of the loan closing process, thereby controlling every aspect of the loan process from property appraisals and soliciting borrowers to final approval of the loan application and sale on the secondary market for properties owned by HECTOR HERNANDEZ.

7. HECTOR HERNANDEZ employed loan officers, loan processors, and underwriters at GCMB to process and approve the loan applications for his own properties as

well as other properties. GCMB, through HECTOR HERNANDEZ and the GCMB underwriters, OLGA HERNANDEZ and OLGA RODRIGUEZ, approved these loans for FHA insurance.

8. The GCMB loan officers with offices at various properties met with borrowers to start processing their loan applications. The loan officers required the borrowers to submit employment records and other financial records in order to verify their employment, income, work history, and creditworthiness.

9. GCMB also employed loan processors who were tasked with receiving the records from the loan officers and ensuring that the borrower files were complete and the supporting documentation in the file met the minimum standards for the borrower to qualify for an FHA-insured loan. The loan processors were also tasked by the underwriters to obtain additional documentation of income, debts, and credit history, as needed.

10. To induce borrowers to purchase units at his properties, HECTOR HERNANDEZ, in his role as developer, along with developer ARMANDO BRAVO and developer and property manager ALEIDA FONTAO, directed loan officers, including but not limited to, FABIAN PEREZ, FRANK CARINO, and DURAND DEEB, to offer cash incentives to borrowers to purchase condominium units.

11. Loan officers, including FABIAN PEREZ, FRANK CARINO, and DURAND DEEB, solicited employment and income records from the borrowers. In order to make unqualified borrowers appear qualified for an FHA loan, the conspirators created false and

fraudulent documents or altered true documents on behalf of the unqualified borrowers and submitted them in support of the loan application. When the borrowers' income was not sufficient to meet HUD's underwriting approval standards, the loan officers, including **FABIAN PEREZ, FRANK CARINO, and DURAND DEEB**, falsified the income records by: a) creating or altering borrowers' earnings statements to meet HUD guidelines; and/or b) soliciting third parties to act as straw employers to certify the false and fraudulent records which, on a cursory inspection, showed the borrowers to have sufficient income, when in fact, and as the loan officer knew, the borrowers did not.

12. South Flagler developer and property manager **ALEIDA FONTAO** assisted the loan officers in falsifying loan documents. **FONTAO** signed rent verification forms to include in the loan files. These rent verification forms falsely and fraudulently stated that the borrowers resided at the South Flagler property when in fact, and as the developer and property manager **FONTAO** knew, they did not. **FONTAO** also falsely and fraudulently verified that the borrowers were paying a much larger amount in rent than the borrowers' actual rent payment to create the impression that the borrowers could afford a much higher rent or mortgage. **FONTAO** submitted these false documents as part of the borrowers' loan file knowing they would be relied upon to qualify the borrowers for an FHA loan when she knew the borrowers would not otherwise qualify.

13. Loan officers, including **FABIAN PEREZ, FRANK CARINO, and DURAND DEEB**, and loan processors, including **JULIETTE DEL RIO and JULISSA SAAVEDRA**, also

falsified income records by creating fictitious earnings statements and VOE forms, or by altering true VOEs forms by substituting a higher income amount on the forms or making other such alterations as would make it appear that borrowers had a higher income, longer work history, or higher level job than the borrowers actually had.

14. The loan processors, including JULIETTE DEL RIO and JULISSA SAAVEDRA, knowing that loan officers had falsely and fraudulently submitted the VOE forms to verify the altered pay stubs and other income documents, also removed the fax headers from the VOE forms sent from loan officers to conceal the origin of the forms. The loan processors, including DEL RIO and SAAVEDRA, knowingly placed such fictitious and altered records in the loan files knowing they would be relied upon by the GCMB underwriters, HUD, and financial institutions in approving, guaranteeing, and purchasing the loans.

15. The loan processors, including JULIETTE DEL RIO and JULISSA SAAVEDRA, also made up false and fictitious LOEs to place in the loan files to explain bad debts, missed payments, and other adverse financial history. The loan processors, including defendants DEL RIO and SAAVEDRA, placed these fictitious letters in the loan files knowing full well these letters and the other false documents would be submitted to the underwriters, HUD, and financial institutions in their process of approving, guaranteeing, and purchasing the loans.

16. The loan officers, including FABIAN PEREZ, FRANK CARINO, and DURAND DEEB, and the loan processors, including defendants JULIETTE DEL RIO and JULISSA SAAVEDRA, knowingly submitted the falsified loan files to the underwriters when, in fact, the loan officers and loan processors knew that the earnings statements, VOEs, LOEs, and other such documents were false.

17. The underwriters, including OLGA HERNANDEZ and OLGA RODRIGUEZ, participated in falsifying the borrowers' files by directing the loan officers, including but not limited to, FABIAN PEREZ, FRANK CARINO, and DURAND DEEB, and/or the loan processors, including JULIETTE DEL RIO and JULISSA SAAVEDRA, to complete the loan files with earnings statements, VOEs, and LOEs that they knew were false but would make otherwise unqualified borrowers appear qualified for FHA-insured loans.

18. The underwriters, including OLGA HERNANDEZ and OLGA RODRIGUEZ, knew that both the loan officers and the loan processors were falsifying documents in order to enable borrowers to pass the underwriting process. The underwriters, including HERNANDEZ and RODRIGUEZ, then approved the borrowers for the loans and caused the loans to be insured with FHA insurance through the Direct Endorsement program when in fact they knew that the true financial information of the borrowers would not qualify for such FHA insurance.

19. HECTOR HERNANDEZ directed loan officers and loan processors to falsify loan documents when the borrowers could not otherwise qualify because of low income,

debt, or other deficiency. HECTOR HERNANDEZ also directed underwriters to approve such loans knowing that the borrowers' true financial information would not qualify the borrower for an FHA loan.

20. At or near the closings for the purchased properties, HECTOR HERNANDEZ and ARMANDO BRAVO, as developers and sellers, also provided prospective borrowers with the promised cash-back incentives to purchase a condominium unit. ARMANDO BRAVO issued checks to borrowers which were undisclosed on the HUD-1. Later, HECTOR HERNANDEZ and BRAVO routed the incentive payments through ERAGCRE to disguise the source of the payments. These payments were unlawful under HUD regulations. HECTOR HERNANDEZ directed his title company employees to purposefully omit these payments on the HUD-1 forms. BRAVO signed the HUD-1 forms knowing that his incentive payments to the borrowers had been omitted from the HUD-1. The payments were listed on the sales contracts under the category of "other," thereby disguising the purpose of the funds. These disguised cash-back payments were then added to the sales price of the property, thus fraudulently increasing the FHA insurance on the property.

21. After closing, HECTOR HERNANDEZ caused the fraudulent loans to be sold to financial institutions, including JP Morgan Chase Bank, Bank of America, and Citibank, or their subsidiaries, and to bank holding company Countrywide Financial Corp., a financial institution, through its subsidiaries Countrywide Bank, FSB and Countrywide Home Loans, Inc. By not disclosing the false and fraudulent loan documents to the financial institutions,

HECTOR HERNANDEZ and his co-conspirators subjected the financial institutions to an increased risk of loss. When these loans defaulted and went into foreclosure, the financial institutions looked to HUD for indemnity for their losses. The financial institutions were reimbursed for some, but not all, of their losses due to borrower default and foreclosure, and thus sustained actual losses.

22. By knowingly approving FHA loans to unqualified buyers through the use of false and fictitious documents and causing these loans to be purchased by financial institutions, as of the date of this Indictment, the defendants caused in excess of \$50,000,000.00 in FHA insurance losses to HUD.

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

**COUNTS 2-26**  
**Wire Fraud Affecting a Financial Institution**  
**(18 U.S.C. §§ 1343 and 2)**

1. Paragraphs 1 through 46 of the General Allegations section of this Indictment are re-alleged and fully incorporated by reference.

2. From on or about January 1, 2006, through on or about September 30, 2008, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HECTOR HERNANDEZ,**  
**FABIAN PEREZ,**  
**DURAND DEEB,**  
**FRANK CARINO,**  
**OLGA RODRIGUEZ,**  
**OLGA HERNANDEZ,**

JULIETTE DEL RIO,  
JULISSA SAAVEDRA,  
ALEIDA FONTAO, and  
ARMANDO BRAVO,

aiding and abetting each other, 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 they were false and fraudulent when made, and did transmit and cause to be transmitted in interstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, for the purpose of executing the scheme and artifice to defraud, all affecting a financial institution, in violation of Title 18, United States Code, Sections 1343 and 2.

**THE SCHEME AND ARTIFICE**

3. The General Allegations section and the facts set forth in paragraphs 4 through 22 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 as a description of the scheme and artifice.

**EXECUTION OF THE SCHEME AND ARTIFICE**

4. On or about the dates listed for each count below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants, as specified in each count below, for the purpose of executing the aforesaid scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent

pretenses, representations and promises, did transmit, cause to be transmitted, and aided and abetted the transmission, by means of wire communications in interstate and foreign commerce, the following writings, signs, signals, and sounds:

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
2	HECTOR HERNANDEZ	8-1-06	095-0229965 B.C.	Wire transfer of approximately \$7,880.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 3071 SW 27 <sup>th</sup> Ave., # 8, Miami, FL.
3	HECTOR HERNANDEZ and JULISSA SAAVEDRA	1-16-07	095-0338197 L.J.	Wire transfer of approximately \$5,066.75 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Mark D. Balzli, P.A.'s bank account at Suntrust Bank in Miami, FL relating to the purchase of real property at 890-898 NW 45 <sup>th</sup> Avenue, # 29, Miami, FL.
4	HECTOR HERNANDEZ and ARMANDO BRAVO	1-17-07	095-0351532 P.B.	Wire transfer of approximately \$10,065.43 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 9143 SW 77 <sup>th</sup> Avenue, # B-203, Miami, FL.
5	HECTOR HERNANDEZ and JULISSA SAAVEDRA	2-21-07	095-0356710 A.M.	Wire transfer of approximately \$11,000.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1733 NW 16 <sup>th</sup> Street, Miami, FL.

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
6	HECTOR HERNANDEZ and OLGA RODRIGUEZ	2-22-07	095-0365309 A.E/B.G.	Wire transfer of approximately \$5,146.62 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Mark D. Balzli, P.A.'s bank account at Suntrust Bank, Miami, FL relating to the purchase of real property at 890-898 NW 45 <sup>th</sup> Avenue, #12, Miami, FL.
7	HECTOR HERNANDEZ and ARMANDO BRAVO	2-27-07	095-0328183 E.B.	Wire transfer of approximately \$9,801.36 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 9143 SW 77 <sup>th</sup> Avenue, # B-103, Miami Beach, FL.
8	HECTOR HERNANDEZ and ARMANDO BRAVO	3-21-07	095-0367220 N.V.	Wire transfer of approximately \$7,374.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 9001 SW 77 <sup>th</sup> Avenue, # C-204, Miami, FL.
9	HECTOR HERNANDEZ and ARMANDO BRAVO	3-21-07	095-0319992 Y.S.	Wire transfer of approximately \$9,888.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 9001 SW 77 <sup>th</sup> Avenue, # C-702, Miami Beach, FL.
10	HECTOR HERNANDEZ	4-17-07	095-0376245 E.L. & S.L.	Wire transfer of approximately \$7,500.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 5100 Palm Hills Drive, # 207, Miami, FL.

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
11	HECTOR HERNANDEZ and DURAND DEEB	5-29-07	095-0405522 K.D.	Wire transfer of approximately \$6,100.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1045 S. Flagler Ave., # 711, Pompano Beach, FL.
12	HECTOR HERNANDEZ and ALEIDA FONTAO	5-29-07	095-0411070 D.N.	Wire transfer of approximately \$7,557.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1005 S. Flagler Ave., # 814, Pompano Beach, FL.
13	HECTOR HERNANDEZ and ALEIDA FONTAO	5-29-07	095-0410857 D.H.	Wire transfer of approximately \$6,286.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1005 South Flagler, #812, Pompano Beach, FL.
14	HECTOR HERNANDEZ and ALEIDA FONTAO	6-19-07	095-0398099 J.O.	Wire transfer of approximately \$8,870.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1025 South Flagler Ave., # 805 Pompano Beach, FL.
15	HECTOR HERNANDEZ and ALEIDA FONTAO	6-27-07	095-0417050 O.E.	Wire transfer of approximately \$9,000.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1005 South Flagler Ave., # 810, Pompano Beach, FL.

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
16	HECTOR HERNANDEZ, OLGA HERNANDEZ, and JULIETTE DEL RIO	6-28-07	095-0427376 M.R.T.	Wire transfer of approximately \$6,045.46 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Mark D. Balzli, P.A.'s bank account at Suntrust Bank, Miami, FL relating to the purchase of real property at 890-898 NW 45 <sup>th</sup> Avenue, #2, Miami, FL.
17	HECTOR HERNANDEZ and OLGA RODRIGUEZ	8-10-07	094-5277850 J.M.	Wire transfer of approximately \$5,448.43 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Accurate Title Group, LLC at Wachovia Bank, Miami, FL relating to the purchase of real property at 3645 Barna Ave, Unit 9-D, Titusville, FL.
18	HECTOR HERNANDEZ and DURAND DEEB	9-17-07	095-0448195 J.S.	Wire transfer of approximately \$11,175.00 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 1045 South Flagler Ave., # 710 Pompano Beach, FL.
19	HECTOR HERNANDEZ, OLGA HERNANDEZ, and JULIETTE DEL RIO	10-11-07	094-5306572 G.R.R.	Wire transfer of approximately \$6,474.17 from Nehemiah's bank account at Wells Fargo in San Francisco, CA to Great Union Title Service's bank account at Northern Trust Bank of Florida in Miami, FL relating to the purchase of real property at 250 N. Banana River Drive, # F-9, Merritt Island, FL.
20	HECTOR HERNANDEZ and FRANK CARINO	1-10-08	095-0546931 J.W.	Wire transfer of approximately \$7,500.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 4158 Lakeside Drive, Miami, FL.

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
21	HECTOR HERNANDEZ and FABIAN PEREZ	2-25-08	095-0575019 N.H.	Wire transfer of approximately \$8,529.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 15450 SW 75 Circle Lane, # 208, Miami, FL.
22	HECTOR HERNANDEZ and JULIETTE DEL RIO	2-26-08	095-0575501 A.F.	Wire transfer of approximately \$7,104.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Miami, FL relating to the purchase of real property at 15432 SW 77 Circle Lane, #101, Miami, FL.
23	HECTOR HERNANDEZ and ARMANDO BRAVO	4-4-08	095-0633265 L.M.M.	Wire transfer of approximately \$10,975.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title's bank account at Ocean Bank in Florida relating to the purchase of 9001 SW 77 <sup>th</sup> Ave., # C-502, Miami, FL.
24	HECTOR HERNANDEZ, OLGA HERNANDEZ, and FABIAN PEREZ	5-8-08	095-0622472 E.W.	Wire transfer of approximately \$13,471.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title Service's bank account at Ocean Bank in Coral Gables, FL relating to the purchase of real property at 101 NE 41 <sup>st</sup> Street, C-51, Oakland Park, FL.
25	HECTOR HERNANDEZ and JULISSA SAAVEDRA	5-15-08	095-0697015 A.C.	Wire transfer approximately \$12,379.47 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title's bank account at Ocean Bank in Miami, Florida relating to the purchase of 3212 NE 12 Street, #205, Pompano Beach, FL.

Count	Defendant(s)	Approx. Date	Loan File Borrower	Description of Wire Communication
26	HECTOR HERNANDEZ and FRANK CARINO	6-9-08	095-0629379 N.M.	Wire transfer of approximately \$7,500.00 from HDGF's bank account at Wells Fargo in San Francisco, CA to Great Country Title's bank account at Ocean Bank in Miami, Florida relating to the purchase of 4119 Lakeside Drive, Tamarac, FL.

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

**FORFEITURE**  
(18 U.S.C. § 982(a)(2)(B))

1. Paragraphs 1 through 46 of the General Allegations section and paragraphs 4 through 22 of the Manner and Means section of Count 1 of this Indictment are 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 the defendants have an interest.

2. Upon conviction of a violation of Title 18, United States Code, Sections 1349 and/or 1343, as alleged in this Indictment, the defendants,

HECTOR HERNANDEZ,  
FABIAN PEREZ,  
DURAND DEEB,  
FRANK CARINO,  
OLGA RODRIGUEZ,  
OLGA HERNANDEZ,  
JULIETTE DEL RIO,  
JULISSA SAAVEDRA,  
ALEIDA FONTAO, and  
ARMANDO BRAVO,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(2)(B) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from any proceeds traceable to such violations, including, but not limited to, a money judgment for which each defendant so convicted will be jointly and severally liable.

3. If any of the forfeitable property, or any portion thereof, 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 subdivided without

difficulty; it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of substitute property of the defendant up to the value of the above-described forfeitable property.



UNITED STATES OF AMERICA

CASE NO. \_\_\_\_\_

vs.

**CERTIFICATE OF TRIAL ATTORNEY\***

HECTOR HERNANDEZ, et al.,

Defendants.

Superseding Case Information:

Court Division: (Select One)

X  Miami   Key West  
  FTL   WPB   FTP

New Defendant(s) Yes   No    
 Number of New Defendants    
 Total number of counts

I do hereby certify that:

- I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the indictment/information attached hereto.
- I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.
- Interpreter: (Yes or No)  YES   
 List language and/or dialect  SPANISH
- This case will take  17  days for the parties to try.
- Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

I: 0 to 5 days	<u> </u>	Petty	<u> </u>
II: 6 to 10 days	<u> </u>	Minor	<u> </u>
III: 11 to 20 days	<u> X </u>	Misdem.	<u> </u>
IV: 21 to 60 days	<u> </u>	Felony	<u> X </u>
V: 61 days and over	<u> </u>		

6. Has this case been previously filed in this District Court? (Yes or No)  NO

If yes:

Judge:

Case No. \_\_\_\_\_

(Attach copy of dispositive order)

Has a complaint been filed in this matter? (Yes or No)  NO

If yes:

Magistrate Case No. \_\_\_\_\_

Related Miscellaneous numbers: \_\_\_\_\_

Defendant(s) in federal custody as of \_\_\_\_\_

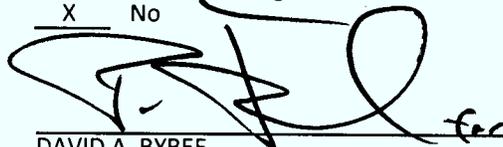
Defendant(s) in state custody as of \_\_\_\_\_

Rule 20 from the \_\_\_\_\_ District of \_\_\_\_\_

Is this a potential death penalty case? (Yes or No)  NO

7. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003?   Yes  X  No

8. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to September 1, 2007?   Yes  X  No



DAVID A. BYBEE  
 ASSISTANT UNITED STATES ATTORNEY  
 Court ID: A5501838

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** HECTOR HERNANDEZ

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 2-26

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: FABIAN PEREZ

Case No: \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 21, 24  
Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:  
\_\_\_\_\_  
\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:  
\_\_\_\_\_  
\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** DURAND DEEB

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 11, 18

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** FRANK CARINO

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 20, 26

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: OLGA RODRIGUEZ

Case No: \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 6, 17

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** OLGA HERNANDEZ

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 16, 19, 24

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: JULIETTE DEL RIO \_\_\_\_\_

Case No: \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 16, 19, 22

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** JULISSA SAAVEDRA

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 3, 5, 25

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** ALEIDA FONTANO

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

**\* Max. Penalty:** Thirty (30) years' imprisonment

Counts #: 12, 13, 14, 15

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

**\*Max. Penalty:** Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_

**\*Max. Penalty:** \_\_\_\_\_

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: ARMANDO BRAVO

Case No: \_\_\_\_\_

Count #: 1

Conspiracy to Commit Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Section 1349

\* Max. Penalty: Thirty (30) years' imprisonment

Counts #: 4, 7, 8, 9, 23

Wire Fraud Affecting a Financial Institution

Title 18, United States Code, Sections 1343 and 2

\*Max. Penalty: Thirty (30) years' imprisonment as to each count

Count #:

\_\_\_\_\_

\_\_\_\_\_

\*Max. Penalty:

Count #:

\_\_\_\_\_

\_\_\_\_\_

\*Max. Penalty:

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**