

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
13-20033-CR-GRAHAM/GOODMAN

CASE NO: _____

18 U.S.C. § 1349

18 U.S.C. § 982

UNITED STATES OF AMERICA

vs.

JESSICA INGELMO,

Defendant.

_____ /

INFORMATION

The United States Attorney alleges that:

GENERAL ALLEGATIONS

At all times relevant to this Information:

1. Great Country Mortgage Bankers ("GCMB") was a Florida corporation doing business as a mortgage lender, with its principal place of business located in Coral Gables, Florida. H.H. and his wife owned and controlled GCMB.

2. GCMB was a direct endorsement Federal Housing Administration ("FHA") lender, which meant that the Department of Housing and Urban Development ("HUD") allowed GCMB to use its own personnel to approve loans that HUD would then insure, protecting GCMB in the event of default. After a loan closed, the loan file was sent to HUD to ensure that all of the appropriate documents were submitted. HUD then endorsed the loan, at which time the loan was insured.

3. The FHA was a division of HUD that provided mortgage insurance to approved commercial lending institutions to enable low-and moderate-income home buyers to obtain loans to purchase homes. FHA insured loans were only for potential home buyers who intended to be a

primary resident in the home to be purchased. By offering FHA insured loans, HUD assisted potential buyers in obtaining mortgages at more favorable terms than those otherwise commercially available.

4. To be eligible to receive an FHA insured loan, home buyers were required to establish that their incomes were sufficient to meet the mortgage payments. HUD required the lenders making the loans to verify the home buyers' employment for the two most recent years. These verifications could be accomplished by having the home buyers' employers complete and sign "Verification of Employment" ("VOE") forms. The loan processors were responsible for verifying the authenticity of the VOEs and ensuring that the VOEs were not handled by or transmitted from or through interested third parties, such as real estate agents, builders, or sellers. HUD also required the buyers to provide copies of their most recent paystubs.

5. To be eligible to receive a FHA insured loan, home buyers were also required to make a minimum equity investment in 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% equity investment. Home buyers were not, however, permitted to meet the equity requirement with gifts from persons or entities with an interest in the sale of the home, such as sellers of the homes. Home buyers and sellers were both required to certify at closing of the real estate transaction that the home buyers had not received undisclosed payments for closing costs and/or down payments on the property to be purchased.

6. HUD granted "direct endorsement authority" for FHA insured loans to certain lenders. Under the direct endorsement authority program, the lender determined whether the home buyer was eligible for an FHA insured loan. If the lender determined that the buyer was eligible, the

lender then submitted to HUD for final approval of FHA insurance eligibility the buyer's application and all documentation supporting the lender's decision to approve the loan, including the VOE form, the home buyer's most recent pay stubs, and documents establishing the home buyer's equity investment of 3% of the cost of the property.

7. A HUD-1 Settlement Statement ("HUD-1") was a standard form required to be executed for the closing of all real estate transactions. The HUD-1 itemized for the lenders all aspects of the closing, including an itemized list of payments to be made by the borrower, money due to the seller, and any fees paid to third parties in connection with the closing.

8. GCMB hired loan officers, loan processors, underwriters, and others known and unknown to conduct and assist in the sale and financing of mortgage loans for condominium units in Miami-Dade County and elsewhere, including but not limited to Dadeland Place, Lakeside at Tamarac, Lakeside Villas at Kendall, the Courts at Oakland Park, South Flagler, Pompano by the Sea, San Marco at Fontainebleau, Palm Hill, Cypress Springs, Timbercreek, and Miller Lake.

9. Co-conspirators Alejandro Curbelo ("Curbelo"), Ozzy Mendez ("Mendez"), Hiraldo L. Ramirez ("Ramirez"), Rosalinda Amor ("Amor"), Margy Machado ("Machado"), and Claudia Rojas ("Rojas"), among others, worked at GCMB.

10. Defendant **JESSICA INGELMO** was a Miami-Dade County resident. Beginning in or around 1989, **INGELMO** was hired as a receptionist for another company that was also owned by H.H. Five years later, **INGELMO** was hired as a loan processor for GCMB, and when GCMB began underwriting its own loans, H.H. asked **INGELMO** to be an underwriter.

11. 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 and/or to the seller on the buyer's behalf. The transfer of funds at closing was often accomplished by temporarily passing funds through an intermediary commonly referred to as a "settlement agent" (which was sometimes also a title company).

12. Nehemiah Corporation of America ("NCA") was a California non-profit corporation, with its principal place of business located in Sacramento, California.

13. Home Downpayment Gift Foundation ("HDGF") was a Michigan non-profit corporation, with its principal place of business located in Clinton Township, Michigan.

14. NCA and HDGF provided assistance to borrowers who qualified for FHA residential loans by funding the borrowers' down payment obligations at closing in exchange for a charitable donation in the amount of the down payment plus a funding fee.

**CONSPIRACY TO COMMIT WIRE FRAUD
(18 U.S.C. § 1349)**

15. Paragraphs 1 through 14 of the General Allegations section of this Information are realleged and incorporated as though fully set forth herein.

16. From in or around November 2005, and continuing through in or around September 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

JESSICA INGELMO,

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with others known and unknown to the United States Attorney, 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 and artifice, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

17. It was the purpose of the scheme and artifice for the defendant and her co-conspirators to unlawfully enrich themselves by: (a) converting apartment complexes into residential condominium complexes to be sold at a premium (b) recruiting unqualified borrowers to purchase and finance the residential condominiums through FHA insured loans; (c) creating and submitting false and fraudulent FHA mortgage loan applications and related documents to GCMB, a lending institution, and HUD, thereby causing unqualified loan applicants to receive FHA insured loans, for which the borrowers could not otherwise qualify for the purchase of the properties; and (d) retaining the fraudulently obtained loan proceeds for their personal use and benefit and to further the fraudulent scheme.

MANNER AND MEANS OF CONSPIRACY

The manner and means by which the defendant and her co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

18. Developers, including H.H. and others known and unknown, purchased certain apartment buildings in Miami-Dade County and elsewhere and converted them into condominium complexes to be resold.

19. Developers, including H.H. and others known and unknown, hired GCMB to sell the condominium units. GCMB provided sales support, including marketing materials, office support,

and on-site sales personnel to sell the units to prospective buyers.

20. Co-Conspirators Curbelo, Mendez, and Ramirez, the other co-conspirator loan officers known and unknown, recruited individuals to purchase the condominium units in the complexes listed above.

21. Co-Conspirators Curbelo, Mendez, and Ramirez, and other co-conspirator loan officers known and unknown, recruited some of the borrowers to invest in a “rental property,” even though GCMB processed FHA insured mortgage loan applications that required the borrower to be the primary resident of the unit.

22. In her capacity as an underwriter for GCMB, **JESSICA INGELMO** assisted in reviewing and approving loan applications for closing for several condominium complexes in Miami-Dade County and elsewhere, including but not limited to, Dadeland Place, San Marco at Fontainebleau, Pelican Cove on the Bay, Cedars Pointe, Lee County, South Flagler, Lakeside at Tamarac, Lakeside Villas at Kendall, Courts at Oakland Park, 45th Avenue Apartments, Pompano by the Sea, and Palm Hill.

23. **JESSICA INGELMO** knew that many, if not all, of the individuals recruited as borrowers for the condominium complexes mentioned above were unqualified to purchase homes or mortgages due to insufficient income and assets, high levels of debt, and outstanding collection amounts.

24. As an incentive, the loan officers, including co-conspirators Curbelo, Mendez, and Ramirez, among others known and unknown, offered the borrowers cash back at closing, purportedly to complete necessary renovations to their units. These payments were not disclosed during the mortgage loan application process or on the HUD-1, and were often added to the sales contract as

“other” thereby fraudulently increasing the sales price of the unit.

25. In order to make it appear that the borrowers qualified for the loans, the loan officers, including co-conspirators Curbelo, Pena, and Mendez, among others known and unknown, and the loan processors, including co-conspirators Amor, Machado, Rojas, among others known and unknown, prepared and caused to be prepared false and fraudulent mortgage loan applications and other related documents, including, but not limited to, VOEs, bank records, paystubs, driver’s licenses, and credit explanation letters, and submitted and caused to be submitted those false documents to GCMB for processing.

26. For most, if not all, of the transactions, the co-conspirator loan processors, and **JESSICA INGELMO** knew the VOEs included false and fraudulent representations for the borrowers’ employment and income, as well as false and fraudulent supporting documentation, but processed them to the underwriters for approval anyway.

27. For other transactions, the co-conspirator loan processors either knew or were informed by the underwriters, including **JESSICA INGELMO**, that the incomes on the returned VOEs were insufficient for the borrower to qualify for the loan. In these instances, the co-conspirator loan processors took direction from co-conspirators, including **INGELMO**, and either:

- (a) sent the VOE to the loan officers;
- (b) sent the VOE to another fax number that did not belong to the borrower’s employer, in which case the VOEs would then be returned to the loan processor a short time later with false and fraudulent representations for the borrowers’ employment and income that would falsely give the appearance that the borrower qualified for the loan;

- (c) altered the VOE; or,

(d) created a new VOE with false and fraudulent information, all to make the borrower appear to be qualified and process the loan application for approval. The co-conspirator loan processors then destroyed the original VOEs.

28. The underwriters, including **JESSICA INGELMO**, among others known and unknown, instructed the loan processors to remove the facsimile headers from the VOEs, to conceal that the VOEs had been handled by, or transmitted from and through interested third-parties and not by the borrower's actual employer. However, on occasion the facsimile header was not removed from the VOE. At least four VOEs have been located in files that were handled by **INGELMO** that contained facsimile headers that showed the VOE was faxed between a loan processor and a GCMB loan officer or condominium sales office, including the following:

(a) Co-conspirator Amor was the loan processor and **INGELMO** was the underwriter for a unit at 45th Avenue Apartments purchased by R.P. On the VOE, a facsimile header clearly demonstrates that it originated from co-conspirator Mendez a GCMB loan officer.

(b) Co-conspirator Machado was the loan processor and **INGELMO** was the underwriter for a unit at Dadeland Palace purchased by L.C.S. On the VOE, the facsimile header clearly demonstrates that it originated from co-conspirator Curbelo, a GCMB loan officer.

(c) Unindicted co-conspirator J.D.R. was the loan processor and **INGELMO** was the underwriter on a unit at the Lakeside Villas at Kendall purchased by A.F. On the VOE, the facsimile header clearly demonstrates that it originated from a number assigned to the relative of J.V., another co-conspirator GCMB loan processor.

29. In addition to the VOEs, the underwriters, including **JESSICA INGELMO**, often returned to the loan processors other documents that were disadvantageous to the borrower's

qualification for the loan, such as pay stubs and bank statements. At the same time, the underwriters, including **JESSICA INGELMO**, requested new and altered documents in order for the borrower to appear to qualify for the loan. The fraudulently manufactured or altered documents were then placed into the borrower's file while the original documents with the "nonqualifying" information were shredded.

30. Additionally, the underwriters, including **JESSICA INGELMO**, requested the inclusion of Letters of Explanation. These letters were included in loan files whenever an item needed to be clarified, such as derogatory items in credit reports or a driver license address that was inconsistent with other information within the file. The underwriters, including **INGELMO**, often provided the loan officer or loan processor with the information to include in a false and fraudulent Letter of Explanation. At times, the underwriters, including **INGELMO**, drafted false and fraudulent Letters of Explanation for unqualified borrowers.

31. In order to further the conspiracy, co-conspirators known and unknown arranged for nonprofit organizations, including, but not limited to, NCA and HDGF to pay the borrower's cash to close obligations. Those organizations wired the cash to close funds in interstate commerce to GCMB's bank account in Florida.

32. Based on the materially false and fraudulent representations in the buyers' loan applications, GCMB, through its underwriters, including **JESSICA INGELMO**, approved the FHA mortgage applications and funded the purchases of the condominium units. **INGELMO** participated in at least 99 transactions, the vast majority of which have defaulted.

33. After the closing, the unqualified buyers failed to make mortgage payments, causing the units to go into foreclosure. HUD was required to take title to the units and pay the outstanding

loan balances to the lenders, resulting in substantial losses to the agency of at least \$7,755,651.40. All in violation of Title 18, United States Code, Section 1349.

FORFEITURE ALLEGATIONS

1. The allegations contained in this Information are realleged and incorporated by reference as though fully set forth herein for the purposes of alleging forfeiture to the United States of America of certain property in which the defendant, **JESSICA INGELMO**, has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1349, as alleged in this Information, the defendant, **JESSICA INGELMO**, shall forfeit to the United States any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, as charged in this information.

3. The property subject includes, but it is not limited to, the sum of any proceeds the defendant derived from the offense alleged in this Information.


4. 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 that cannot be divided without difficulty; it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982(a)(2).



WIFREDO A. FERRER
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U.S. Department of Justice
Mary Ann McCarthy
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Trial Attorneys

UNITED STATES OF AMERICA

CASE NO. _____

vs.

CERTIFICATE OF TRIAL ATTORNEY*

JESSICA A. INGELMO,

Defendant.

Superseding Case Information:

Court Division: (Select One)

X Miami Key West
 FTL WPB FTP

New Defendant(s) _____
Number of New Defendants _____
Total number of counts _____

Yes No

I do hereby certify that:

1. 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.
2. 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.

3. Interpreter: (Yes or No) No
List language and/or dialect _____

4. This case will take 0 days for the parties to try.

5. Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

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

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


MARY ANN MCCARTHY
DOJ TRIAL ATTORNEY
Court No. A5501634

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: JESSICA A. INGELMO

Case No: _____

Count #:

Conspiracy to Commit Wire Fraud

18 U.S.C. § 1349

* Max. Penalty: 20 years' imprisonment

Count #:

*Max. Penalty:

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.**