UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 12-20052-CR-LENARD/O'SULLIVAN

18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 2
18 U.S.C. § 982
18 U.S.C. § 981

UNITED STATES OF AMERICA

vs.

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"

Defendant.
______________________________/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. Dadeland Place ("Dadeland") was a condominium development located at 9001 SW 77th Avenue, Miami, Florida. H.H. was an owner and developer of Dadeland.

2. Pelican Cove was a condominium development located at 250 N. Banana River Drive, Merritt Island, Florida. Pelican Cove on the Bay, LLC ("Pelican Cove on the Bay") was the owner and developer of Pelican Cove.

3. Great Country Mortgage Bankers ("GCMB") was a Florida corporation doing business as a mortgage lender, with its principal place of business located at 2850 Douglas Road, 4th Floor, Coral Gables, Florida. H.H. and his wife owned and controlled GCMB.

4. 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 insured, protecting GCMB in the event of default. After a loan closed, the loan file would be sent to HUD to ensure that all the required documents were submitted. HUD would then endorse the loan, at which time the loan was insured.

5. GCMB hired loan officers, loan processors, underwriters, and others to conduct the sale and financing of mortgage loans for condominium units in Miami-Dade County and elsewhere, including Dadeland and Pelican Cove.

6. Defendant **ALEJANDRO CURBELO** was a Miami-Dade County resident who worked as a loan officer for GCMB, beginning in or around February 2006 through at least in or around July 2008. In that capacity **CURBELO** assisted in the sale and financing of the condominium units at Dadeland and Pelican Cove.

7. Gerald Saitta was an Osceola County resident. Saitta recruited buyers to purchase condominium units at Pelican Cove from **ALEJANDRO CURBELO**.

8. M.M. was a resident of Miami-Dade County who worked as a loan processor for GCMB from at least in or around December 2006 through at least in or around November 2008. In that capacity M.M. assisted in the sale and financing of condominium units at several development complexes, including Dadeland and Pelican Cove.

9. L.V., E.B., Y.G., V.B., G.S., Y.V., G.R., R.P., A.P., Y.V. #1, and Y.V. #2 were Florida residents who obtained mortgage loans from GCMB in order to purchase condominium units at Dadeland or Pelican Cove.

10. 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 transfer of funds at closing was often accomplished by temporarily passing funds through an intermediary commonly referred to as a "settlement agent" or a "title company."

11. Great Country Title Services ("GCTS") was a Florida corporation doing business as a title company, with its principal place of business located at 2850 Douglas Road, 4th Floor, Coral Gables, Florida.

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

13. Nehemiah Corporation of America ("NCA") was a California non-profit corporation, with its principal place of business located at 424 North 7th Street, Suite 250, Sacramento, California.

14. Home Downpayment Gift Foundation ("HDGF") was a Michigan non-profit corporation, with its principal place of business located at 37211 Harper Avenue, Suite 6B, Clinton Township, Michigan.

15. 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 an equivalent charitable donation in the amount of the down payment plus a funding fee.

16. The Federal Housing Administration ("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.

17. 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 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 processor was responsible for verifying the authenticity of the VOE and ensuring that the VOE was 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 pay stubs.

18. To be eligible to receive an 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 permitted to meet the 3% equity investment requirement with gifts from persons or entities with an interest in the sale of the home, such as real estate agents, builders or sellers of the homes. Home buyers and sellers were both required to certify at the closing of the real estate transaction that the home buyer had not received undisclosed payments for closing costs and/or down payments on the property to be purchased.

19. 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 3% equity investment in the cost of the property.

20. A HUD-1 Settlement Statement ("HUD-1") was a standard form required to be executed for the closing of 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 a closing.

COUNT 1
CONSPIRACY TO COMMIT WIRE FRAUD
(18 U.S.C. § 1349)

1. Paragraphs 1 and 3 through 20 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around December 2006, through in or around September 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"

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 Grand Jury to commit certain offenses against the United States, that is, 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, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for the defendant and his 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; (c) submitting false and fraudulent FHA mortgage loan applications and related documents to GCMB, a lending institution, and HUD, on behalf of the borrowers, thereby causing unqualified loan applicants to receive FHA insured loans, for which the borrowers could not otherwise qualify for the purchase of the property; and (d) retaining the fraudulently obtained loan proceeds for their personal use and benefit and to further the fraudulent scheme.

MANNER AND MEANS OF THE CONSPIRACY

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

4. H.H. and other developers purchased certain apartment buildings in Miami-Dade County, including Dadeland, and converted them into condominium buildings.

5. H.H. and other developers hired GCMB to sell the condominium units at Dadeland. GCMB provided sales support, including marketing materials, office support, and on-sight sales personnel to sell the units to prospective buyers. **ALEJANDRO CURBELO** was one of the on-sight sales personnel, who worked as a loan officer, processing prospective buyers' loan applications on behalf of GCMB.

6. **ALEJANDRO CURBELO** recruited individuals, including co-conspirator Gerald

Saitta, to purchase the condominiums at Dadeland. **CURBELO** also paid individuals to help him recruit prospective buyers to purchase the condominiums. Many, if not all, of the prospective buyers could not qualify for mortgage loans to purchase the condominium units because they had insufficient income and assets, high levels of debt, and outstanding collection amounts.

7. For each transaction, **ALEJANDRO CURBELO** and his co-conspirators prepared, and caused to be prepared, false and fraudulent mortgage loan applications and other related documents on behalf of the buyers, and submitted, and caused to be submitted, those documents to GCMB through the loan processors, including unindicted co-conspirator M.M., in connection with the purchase of the condominium units. The mortgage loan applications prepared on behalf of the buyers contained false representations of employment, income, and other information necessary for the lender to assess the buyers' qualifications to borrow funds to purchase the units.

8. At or near the closings of the condominium units, **ALEJANDRO CURBELO** and other co-conspirators also provided some of the prospective buyers with cash-back incentives purportedly to complete necessary renovations to their units. These payments were not disclosed during the mortgage loan application process, and were often added to the sales contracts as "other" thereby fraudulently increasing the sale prices.

9. At or around the time of the closings, **ALEJANDRO CURBELO** and other co-conspirators also arranged for non-profit organizations, including NCA and HDGF, to pay the buyers' cash-to-close obligations. Those organizations wired the cash-to-close funds in interstate commerce to GCMB's bank account in Southern Florida.

10. Based on the materially false and fraudulent representations in the buyers' loan applications, GCMB approved the FHA mortgage applications and funded the purchases of the

condominium units.

11. 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.

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

COUNT 2
CONSPIRACY TO COMMIT WIRE FRAUD
(18 U.S.C. § 1349)

1. Paragraphs 2 through 20 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around May 2007, through in or around May 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with others to commit certain offenses against the United States, that is, 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, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for the defendant and his 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; (c) submitting false and fraudulent FHA mortgage loan applications and related documents to GCMB, a lending institution, and HUD, on behalf of the borrowers, thereby causing unqualified loan applicants to receive FHA insured loans, for which the borrowers could not otherwise qualify for the purchase of the property; and (d) retaining the fraudulently obtained loan proceeds for their personal use and benefit and to further the fraudulent scheme.

MANNER AND MEANS OF THE CONSPIRACY

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

4. Pelican Cove on the Bay purchased certain apartment buildings in Merritt Island, Florida, including Pelican Cove, and converted them into condominium buildings.

5. Pelican Cove on the Bay hired GCMB to sell the condominium units. GCMB provided sales support, including marketing materials, office support, and sales personnel to sell the units to prospective buyers. **ALEJANDRO CURBELO** worked as a loan officer for Pelican Cove, processing prospective buyers' loan applications on behalf of GCMB.

6. **ALEJANDRO CURBELO,** while operating in Miami-Dade County, recruited individuals to purchase the condominiums. **CURBELO** also paid other individuals, including co-conspirator Gerald Saitta, to help him recruit prospective buyers to purchase the condominiums. Many, if not all, of the prospective buyers could not qualify for mortgage loans to purchase the condominium units because they had insufficient income and assets, high levels of debt, and

outstanding collection amounts.

7. For each transaction, **ALEJANDRO CURBELO** and his co-conspirators prepared, and caused to be prepared, false and fraudulent mortgage loan applications and other related documents with or on behalf of the buyers, and submitted, and caused to be submitted, those documents to GCMB's loan processors, including unindicted co-conspirator M.M., in connection with the purchase of the condominium units. The mortgage loan applications prepared with or on behalf of the buyers contained false representations of employment, income, present address, and other information necessary for the lender to assess the buyers' qualifications to borrow funds to purchase the units.

8. At or near the closings of the condominium units, **ALEJANDRO CURBELO** and other co-conspirators also provided some of the prospective buyers with cash-back incentives purportedly for the buyers to complete necessary renovations to their units. These payments were not disclosed during the mortgage loan application process, and were often added to the sales contract as "other" thereby fraudulently increasing the sales price.

9. At or around the time of the closings, **ALEJANDRO CURBELO** and other co-conspirators also arranged for non-profit organizations, including NCA and HDGF, to pay the buyers' cash-to-close obligations. Those organizations wired the cash-to-close funds in interstate commerce to GCMB's account in Southern Florida.

10. Based on the materially false and fraudulent representations in the buyers' loan applications, GCMB approved the FHA mortgage applications and funded the purchases of the condominium units.

11. 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.

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

COUNTS 3 THROUGH 7
WIRE FRAUD
(18 U.S.C. § 1343)

1. Paragraphs 1 and 3 through 20 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around December 2006, through in or around September 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"

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 transmitting and causing to be transmitted in intertstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, for the purpose of executing the scheme.

THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendant and his accomplices 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; (c) submitting false and fraudulent FHA mortgage loan applications and related documents to GCMB, a lending institution, and HUD, on behalf of the

borrowers, thereby causing unqualified loan applicants to receive FHA insured loans, for which the borrowers could not otherwise qualify for the purchase of the property; and (d) retaining the fraudulently obtained loan proceeds for their personal use and benefit and to further the fraudulent scheme.

MANNER AND MEANS

4. Paragraphs 4-11 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.

USE OF THE WIRES

5. On or about the dates enumerated as to each count below, **ALEJANDRO CURBELO**, the defendant, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communication certain writings, signs, signals, pictures, and sounds, as described in more detail below:

Count	Borrower	Approx. Date	Description of Wire Communication
3	L.V.	1/30/2007	Wire transfer of approximately $9,000.00 from NCA's bank account at Wells Fargo in San Francisco, California to GCTS' bank account at Ocean Bank in the Southern District of Florida, relating to the purchase of Unit B-402 at Dadeland Place.
4	E.B.	2/27/2007	Wire transfer of approximately $9,801.36 from NCA's bank account at Wells Fargo in San Francisco, California to GCTS' bank account at Ocean Bank in the Southern District of Florida, relating to the purchase of Unit B-103 at Dadeland Place.

5	Y.G.	3/21/2007	Wire transfer of approximately $9,422.00 from NCA's bank account at Wells Fargo in San Francisco, California to GCTS' bank account at Ocean Bank in the Southern District of Florida, relating to the purchase of Unit C-702 at Dadeland Place.
6	V.B.	4/18/2007	Wire transfer of approximately $7,050.00 from NCA's bank account at Wells Fargo in San Francisco, California to GCTS' bank account in the Southern District of Florida, relating to the purchase of Unit C-604 at Dadeland Place.
7	G.S.	3/6/2008	Wire transfer of approximately $10,883.00 HDGF's bank account at Wells Fargo in Utah to Ocean Bank in the Southern District of Florida, relating to the purchase of Unit C-102 at Dadeland Place.

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

<u>COUNTS 8 THROUGH 13</u>
WIRE FRAUD
(18 U.S.C. § 1343)

1. Paragraphs 2 through 20 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around December 2006, through in or around September 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"

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 transmitting and causing to be transmitted in intertstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, for the purpose of executing the scheme.

THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendant and his accomplices 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; (c) submitting false and fraudulent FHA mortgage loan applications and related documents to GCMB, a lending institution, and HUD, on behalf of the borrowers, thereby causing unqualified loan applicants to receive FHA insured loans, for which the borrowers could not otherwise qualify for the purchase of the property; and (d) retaining the fraudulently obtained loan proceeds for their personal use and benefit and to further the fraudulent scheme.

MANNER AND MEANS

4. Paragraphs 4-11 of the Manner and Means section of Count 2 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

USE OF THE WIRES

5. On or about the dates enumerated as to each count below, **ALEJANDRO CURBELO**, the defendant, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communication certain writings, signs, signals, pictures, and sounds, as described in more detail below:

8	Y.V.	9/18/2007	Wire transfer of approximately $7,454.82 from NCA's bank account at Wells Fargo in San Francisco, California to Union Title Services' bank account at Northern Trust National Association in the Southern District of Florida, relating to the purchase of Unit C-3 at Pelican Cove.
9	G.R.	10/11/2007	Wire transfer of approximately $6,474.17 from NCA's bank account at Wells Fargo in San Francisco, California to Union Title Services' bank account at Northern Trust National in the Southern District of Florida, relating to the purchase of Unit F-9 at Pelican Cove.
10	R.P.	12/21/2007	Wire transfer of approximately $6,010.17 from NCA's bank account at Wells Fargo in San Francisco, California to Union Title Services' bank account at Northern Trust National Association in the Southern District of Florida, relating to the purchase of Unit H-13 at Pelican Cove.
11	A.P.	2/01/2008	Wire transfer of approximately $5,997.00 from HDGF's bank account at Wells Fargo in Utah to Union Title Services' bank account at Northern Trust National Association in the Southern District of Florida, relating to the purchase of Unit F-4 at Pelican Cove.
12	Y.V. #1	5/9/2008	Wire transfer of approximately $15,722.33 from HDGF's bank account at Wells Fargo in San Francisco, California to Union Title Services' bank account at Northern Trust National Association in the Southern District of Florida, relating to the purchase of Unit F-10 at Pelican Cove.
13	Y.V. #2	5/22/2008	Wire transfer of approximately $6,600.00 from HDGF's bank account at Wells Fargo in San Francisco, California to Union Title Services' bank account at Northern Trust National Association in the Southern District of Florida, relating to the purchase of Unit C-12 at Pelican Cove.

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

FORFEITURE
(18 U.S.C. §§ 982, 981)

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, **ALEJANDRO CURBELO**, has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1343, as alleged in this Information, the defendant shall forfeit all of his right, title and interest to the United States in any property, real or personal, which constitutes or is derived from proceeds traceable to such violation, pursuant to Title 18, United States Code, Section 982(a)(2).

3. Upon conviction of a violation of Title 18, United States Code, Section 1349, as alleged in this Information, the defendant shall forfeit all of his right, title and interest to the United States in any property, real or personal, which constitutes or is derived from proceeds traceable to such violation, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

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

5. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by reference by Title 18, United States Code, Section 982(b), if any of the forfeitable property, or any portion thereof, as a result of any act or omission of the defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred, or sold to, or deposited with a third party;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty; it is the intent of the United States to seek the forfeiture of other property of the defendant up to the value of the above-described forfeitable properties.

All pursuant to Title 18, United States Code, Sections 982(a)(2) and 981(a)(1)(C), as made applicable by Title 28, United States Code, Section 2461, and the procedures set forth in Title 21, United States Code, Section 853.

FOREPERSON

WIFREDO A. FERRER
UNITED STATES ATTORNEY

Mary Ann McCarthy
MARY ANN McCARTHY
TRIAL ATTORNEY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA **CASE NO.** ____________

vs.

ALEJANDRO CURBELO,
a/k/a "Alex Curbelo,"
Defendant.
____________/

CERTIFICATE OF TRIAL ATTORNEY*

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:

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 6 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	___	Petty	___
II	6 to 10 days	X	Minor	___
III	11 to 20 days	___	Misdem.	___
IV	21 to 60 days	___	Felony	X
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
MARY ANN McCARTHY
DOJ Trial Attorney
Court No. A5501634

*Penalty Sheet(s) attached

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: ALEJANDRO CURBELO, a/k/a "Alex Curbelo"

Case No: __________

Counts **#:** 1 and 2

Conspiracy to Commit Wire Fraud

Title 18, United States Code, Section 1349

*** Max. Penalty**: 20 years' imprisonment

Counts #: 3-13

Wire Fraud

Title 18, United States Code, Section 1343

***Max. Penalty:** 20 years' imprisonment

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.**