

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

GEORGE DRAVILAS and
BRIDGET HUTCHERSON

CASE NUMBER:
UNDER SEAL

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

From on or about January 15, 2013 to on or about May 12, 2014, at Addison, in the Northern District of Illinois, Eastern Division, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
Title 18, United States Code, Sections 1344 and 2	Bank Fraud

This criminal complaint is based upon these facts:

X Continued on the attached sheet.

MICHAEL GORMAN
Special Agent, Housing and Urban Development,
Office of Inspector General (HUD OIG)

Sworn to before me and signed in my presence.

Date: May 13, 2014

Judge's signature

City and state: Chicago, Illinois

MARIA VALDEZ, U.S. Magistrate Judge
Printed name and Title

knowingly executed, and attempted to execute, a scheme to defraud and to obtain money and funds owned by, and under the custody and control of, a financial institution by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Sections 1344 and 2.

4. I make this Affidavit from personal knowledge based on my participation in this investigation, including my review of consensual audio and video recordings of in-person meetings; consensual audio recordings of telephone conversations; emails and text messages; witness statements and related documents; communications with others, including law enforcement personnel and other third parties, who have personal knowledge of the events and circumstances described in this Affidavit; and information gained through my training and experience and the experience of other law enforcement personnel. Because this Affidavit is being submitted for the limited purpose of supporting a finding of probable cause for the arrest of DRAVILAS and HUTCHERSON, it does not include all details known to me concerning this investigation.

5. Based on my training and experience, I understand that, at all times relevant to this investigation, bank lenders required applicants for mortgage loans to provide truthful information on the following items, among others: (i) the borrower's identity, employment, financial condition, assets, liabilities, payment history, rental income, contributions to the purchase price, owner-occupancy intentions; (ii) the distribution of the loan proceeds; (iii) the sales price; and (iv) the value and condition of the property, all of which were material to a bank lender's decision to approve and fund a mortgage loan, as well as to offer and agree to certain mortgage loan terms, such as, for example, the loan's interest rate.

Background of the Investigation

6. In January 2013, the FBI initiated an undercover operation in which a cooperating individual (“CI1”)¹ posed as a mortgage broker who was engaged in mortgage fraud and was seeking assistance in structuring fraudulent mortgage loan transactions. The undercover operation was also assisted by a cooperating individual (“CI2”)² who is a licensed real-estate appraiser, and a cooperating individual (“CI3”)³ who had access to an individual who produces fraudulent documents for a fee. Two undercover law enforcement agents (“UC1” and “UC2”)

1 CI1 has not yet been charged, but it is anticipated that he will be charged federally in this district for separate mortgage fraud-related conduct involving approximately \$3.79 million in fraudulent loans resulting in an estimated \$780,000 in approximate losses. CI1 is cooperating in the hope that the government will be more lenient in its charging decision and/or otherwise recommend a reduced sentence in exchange for CI1’s cooperation. The government has made no promises to CI1 in this regard. As to CI1’s criminal history, CI1 has been convicted of robbery and driving under the influence and has received *nolle prosequi* or “stricken off with leave to reinstate” dispositions on other separate charges, including battery (four times), driving under the influence, and deceptive practices. As part of his cooperation, law enforcement has also paid off a partial debt owed by CI1; specifically, law enforcement provided CI1 with \$1,600 in government funds, which CI1, in turn, gave to DRAVILAS to partially pay off a debt CI1 owed to another third party, for a real estate transaction brokered by DRAVILAS.

2 CI2 is a licensed appraiser who has been conducting appraisals for 19 years. Through his work as an appraiser he is very familiar with the Chicago neighborhoods, including the Englewood and surrounding neighborhoods. CI2 often works as a review appraiser conducting reviews of appraisals conducted by other appraisers for properties in the aforementioned neighborhoods. CI2 is not under federal investigation and no charges are pending or expected against CI2. Law enforcement has not provided CI2 with any money or other benefits in exchange for CI2’s cooperation apart from being paid a fair-market some of \$500.00 per appraisal in exchange for the services rendered.

3 CI3 has been charged federally in this district in with multiple mortgage fraud-related offenses involving approximately \$800,000 in attempted fraudulent loans relating to approximately \$576,020 in intended losses relating to an undercover mortgage-fraud investigation. CI3 is cooperating in the hope that the government will recommend a reduced sentence on those charges in exchange for CI3’s cooperation. The government has made no promises to CI3 in this regard. In addition, CI3 has been charged by the State of Illinois for activities involving Section 8 Housing fraud and I believe those charge(s) are/is pending. Law enforcement has not provided CI3 with any money or other benefits in exchange for CI3’s cooperation.

posed as straw buyers.⁴ In addition, an FDIC-insured financial institution, (“Bank A”), cooperated in this investigation.

7. CI was arrested in early January 2013, and as part of his cooperation, identified DRAVILAS as one of the individuals with whom he had worked to undertake and complete fraudulent mortgage transactions.

8. As described more fully below, as part of this undercover investigation, DRAVILAS and CII agreed to prepare and submit fraudulent mortgage loan applications to Bank A for the purchase of two residential properties by straw buyers who would receive a share of the seller’s loan proceeds. Initially, one of the properties that was the subject of this law enforcement operation and that is discussed below in detail was 6426 S. Green, Chicago, Illinois (the “Green Property”). Later, DRAVILAS substituted out the Green Property for a different property. As such, the two properties that are the subject of this Affidavit and that ultimately became the subject of DRAVILAS’s fraudulent real estate transactions were: (1) 6342 Parnell, Chicago, Illinois (the “Parnell Property”) and (2) 6629 South Sangamon, Chicago, Illinois (“Sangamon Property”).

9. In addition, DRAVILAS had an active role in this scheme to defraud and stood to profit from this scheme. Specifically, although DRAVILAS claimed not to own the Green Property, Sangamon Property, or Parnell Property, DRAVILAS identified, offered, and provided

⁴ Based on my training and experience and my familiarity with fraudulent mortgage transactions, I know that a “straw buyer” allows someone else, say, a co-schemer or even family member, to use his/her credit profile to obtain a mortgage that the co-schemer or family member is unable or unwilling to secure in his/her own name. In the normal course of a fraudulent straw buyer transaction, the lender qualifies a person, who the lending institution does not know is actually a straw buyer. Then, the loan closes in the straw buyer’s name, even though the straw buyer does not intend to occupy the property or make the mortgage payments. Typically, especially when not dealing with family members or friends, a straw buyer is paid an undisclosed kickback for allowing his/her credit to be used to secure a mortgage on the purchased property.

these properties as the vehicles through which the fraud was to be perpetrated, and in doing so, ultimately settling on the Sangamon Property and Parnell Property as the subject properties to carry out two fraudulent mortgage transactions described in this Affidavit. DRAVILAS also supplied real estate purchase contracts for both transactions; title commitments for both transactions; fraudulent (including inflated) rental lease agreements to be used in both loan applications; money for the purpose of obtaining fraudulently inflated appraisals; and letters extending and renewing the real-estate purchase contracts.

10. In addition, DRAVILAS supplied CI1 with the seller and seller agent signatures on the FHA Amendatory Clauses;⁵ promised to pay a kickback to the buyers in the amount of at least \$100,000 each; and provided electronic PDF copies of checks in the amount of \$100,000 each as evidence of his commitment to kickback mortgage loan proceeds back to the buyer at the conclusion of the transactions as well as to secure both the straw buyers' cooperation in the fraudulent transactions and the "hard money lenders"⁶ funds for purposes of supplying the buyers' down payments. For purposes of both transactions, namely, the Parnell Property and the Sangamon Property, there was no actual "hard money lender."

⁵ The FHA Amendatory Clause is a document required in the FHA loan application process, which, among other things, states that the buyer is not obligated to purchase a property if the appraised value is less than a specified amount.

⁶ Based on my training and experience, I know that "hard money lenders" are lending companies offering a specialized type of real-estate backed loan. They lend short-term capital (also called bridge loans) that provide funding based on the value of the real estate acting as collateral. Hard money lenders often tend to focus on the value of the collateral property rather than the borrower's ability to repay based on the borrower's own personal income or assets, as is common with other lenders. Hard money lenders typically charge much higher interest rates than banks because they fund deals that do not conform to bank standards such as verification of a borrower's income, assets, or credit score. In the context of fraudulent mortgage transactions, hard money lenders are often used as a source for a buyer's down payment, which is a fact hidden from the bank providing the mortgage, and is a material fact that affects the lending decisions of financial institutions.

11. According to CI3, HUTCHERSON is experienced in manufacturing fake and fraudulent paperwork, including documents and records used in real estate transactions, such as W-2s,⁷ check stubs/earning statements, and bank statements. According to CI1, HUTCHERSON has provided CI3 with such fake and fraudulent paperwork in the past. As part of his cooperation, and in furtherance of the scheme to defraud, CI3 asked HUTCHERSON to generate fake mortgage-loan-related documents, for which HUTCHERSON charged a fee. In turn, HUTCHERSON supplied CI3 with fraudulent W-2s and check stubs/earnings statements in the names of straw buyers who would be used to submit fraudulent mortgage applications for the Parnell Property and Sangamon Property. Based on my training and experience, I know that bank lenders often require W-2s and check stubs/earnings statements in the normal course to finance mortgage-backed loans.

Details of the Scheme

GEORGE DRAVILAS

12. On August 8, 2013, CI1 participated in a consensually-monitored and recorded meeting with DRAVILAS.⁸ DRAVILAS explained that he was trying to help someone sell a

⁷ Based on my training and experience, I know that the Internal Revenue Service requires employers to report wage and salary information for employees on Form W-2. A W-2 also reports the amount of federal, state and other taxes withheld from an employee's paycheck. A W-2 is often used by lending institutions to verify a potential mortgagee's income, wages, employment, and other related information.

⁸ Unless otherwise noted, all conversations summarized in this Affidavit were audio recorded, and some were video recorded. For conversations which took place in person, law enforcement equipped the CI with one or more recording and transmitting devices, allowing law enforcement to monitor the conversations in real time, while also recording the conversations. Law enforcement activated the recording devices prior to each meeting, and recovered and deactivated the recording devices at the conclusion of each meeting. In the case of meetings in which law enforcement provided a CI with government funds for the purpose of carrying out a law enforcement investigative activity – such as the purchasing of fraudulent documents or inflated appraisals – law enforcement conducted a search of the CI and the CI's vehicle both

property located at 6426 S. Green in Chicago, which is what I have referred to above as the “Green Property.” The Green Property is a “two flat,” meaning it consists of an apartment taking up the first floor and a separate apartment taking up the second floor, with the two units sharing some common elements, such as a front entrance and stairs to the second floor.

13. DRAVILAS stated that the seller’s “bottom line”⁹ for the Green Property was \$125,000, and that DRAVILAS would receive \$10,000 for brokering the deal. CI1 suggested that they set the purchase price for somewhere between \$230,000 and \$250,000; DRAVILAS recommended setting the price at \$249,000. CI1 explained that he had a potential buyer for the Green Property, and provided DRAVILAS with the buyer’s credit score. CI1 told DRAVILAS that the buyer wanted to receive cash back from the transaction. CI1 advised DRAVILAS that the buyer’s income was only \$22,000 and that this buyer needed to show an income of around \$30,000 to \$35,000. DRAVILAS stated during the meeting that “there’s no tenants right now” in the Green Property; yet when CI1 asked DRAVILAS for ideas on how to raise the buyer’s

before and after the meeting for the purpose of determining the amount of personal funds the CI had on his/her person. This process allowed law enforcement to corroborate the completion of a payment from the CI to a subject of the investigation.

In addition, portions of the conversations included in this Affidavit include direct quotes of consensually-recorded undercover conversations. These portions are still draft preliminary quotations – and are not final. Finally, the summaries of conversations do not include all potentially criminal or other conversations recorded during this investigation or all statements or topics covered during the course of the recorded conversations.

9 Based on my training and experience and my knowledge of mortgage fraud transactions, I know that the concept of a seller’s “bottom line” is often used in “straw buyer” transactions. In this type of scenario the seller sets the bottom line price s/he wants to receive from the transaction, in this case, \$125,000. Then, an appraisal is obtained for a higher amount, in this case, \$275,000. The “profit spread” is then divided among the co-schemers and is also often used to pay an undisclosed kickback to the straw buyer for agreeing to purchase the property at the inflated price, often using the straw buyer’s credit. In this case of the Green Property, the profit spread is \$150,000 (\$275,000 minus \$125,000).

income from \$22,000 to at least \$30,000, DRAVILAS asked “would the rents justify additional income?”

14. In this same conversation, DRAVILAS went on to explain that the highest rent that he would be willing to show on the property listing would be \$1,250. DRAVILAS then agreed to list the rents when he listed the property in order to assist the buyer. CI1 told DRAVILAS that the s/he would need the property listed in order for CI1 to demonstrate that the property had been exposed to the market. Based on my training and experience, I understand that the purpose for listing the property under these circumstances is to create the appearance that the transaction is the result of an “arms-length” fair-market transaction, rather than the result of collusion.¹⁰ The fake rents in the listing make it appear that the purported buyer is purchasing a property that already has renters providing the property with an income stream, which in turn means that the purported buyer can use the rental income to help qualify for a mortgage loan, in this case, to purchase the Green Property.

15. On August 14, 2013, in a recorded conversation, CI1 called¹¹ DRAVILAS, and DRAVILAS reconfirmed that he would be listing the Green Property for \$249,000, and that the rent for the Green Property’s would be listed at \$1,250 per unit.

16. In another recorded call from the next day, August 15, 2013, DRAVILAS explained to CI1 that although both units in the Green Property were vacant, DRAVILAS would

¹⁰ Based on my training and experience, lending institutions require that real-estate transactions are “arms-length transactions,” meaning transactions in which the buyers and sellers act independently and have no relationship to each other. In the event that a transaction is not arms-length, such as when transactions are between family members, such pre-existing relationships generally must be disclosed to the lender.

¹¹ Unless otherwise noted, calls identified in this Affidavit as being made by CI1, CI2, and CI3 were verified by law enforcement through their review of phone data.

guarantee that he would find one Section 8¹² renter for one of the two units in the Green Property. CI1 explained to DRAVILAS that the purported buyer desired to rent out both of the units, and DRAVILAS stated that he would only guarantee that he would find a renter for one of the units.

17. On August 20, 2013, UC1 and CI1 met DRAVILAS and the seller of the Green Property, a person only known to me as “Andy,” onsite at the Green Property. The meeting was recorded. At this meeting, CI1 introduced UC1 to both DRAVILAS and “Andy” as the Green Property’s prospective buyer.

18. During this meeting DRAVILAS explained that he owns other properties in the area where the Green Property is located and that the Chicago Housing Authority pays varying amounts for Section 8 rents. DRAVILAS told UC1 and CI1 that he [DRAVILAS] would guarantee one tenant for one of the Green Property units for a period of 12 months. CI1 asked if it would be possible to get tenants for each of the Green Property’s two units, and DRAVILAS stated, “Listen, I can help you rent it [the second unit], but I can’t guarantee it, is what I’m saying. One we’ll guarantee.” CI1 clarified to both UC1 and DRAVILAS that if DRAVILAS were able to secure a tenant for each of two units, both tenants could not move into the Green Property at the same time because they needed to make it appear to the lender as if one of the units was available and vacant for UC1 to move into as an owner-occupied unit.

12 Based on my training and experience, I am familiar with the fact that Section 8 of the Housing Act of 1937 (42 U.S.C. § 1437f), often simply known as “Section 8,” is a government-sponsored program that authorizes the payment of rental housing assistance to private landlords on behalf of millions of low-income households in the United States. The Department of Housing and Urban Development manages the Section 8 programs.

19. CI1 pointed out the need to maintain the façade of an available unoccupied unit at the Green Property because at the same meeting, UC1 told DRAVILAS that he [UC1] intended to obtain an FHA loan¹³ to secure the benefit of making a smaller down payment, even though UC1 did not intend to actually move into the property, which I know is required by the terms of the FHA loan.¹⁴

20. At the same recorded meeting of August 20, 2013, CI1 told DRAVILAS that UC1 did not have enough money for the appraisal. In response, DRAVILAS agreed to get the seller to pay for the appraisal, and stated that he would pull comparable sales to give to the appraiser so that UC1, CI1, and DRAVILAS could obtain the value that they wanted from the Green Property, meaning the desired “bottom line” and “profit spread.” *See* Footnote 9. When UC1 asked DRAVILAS how much money UC1 would get back from the deal, DRAVILAS told UC1 that both CI1 and UC1 would have to figure that out between themselves.

13 Based on my training and experience, I am familiar with the fact that an FHA insured loan is a US Federal Housing Administration mortgage insurance backed mortgage loan that is provided by a FHA-approved lender. FHA insured loans are a type of federal assistance and have historically allowed lower income home purchasers to borrow money for the purchase of a home that they would not otherwise be able to afford.

14 As part of my investigation, I have reviewed the HUD Handbook, which details the underwriting requirements and borrower qualifications needed for FHA loans, states in section 4155.1 4.B.2.b: “FHA security instruments require a borrower to establish bona fide occupancy in a home as the borrower’s principal residence within 60 days of signing the security instrument, with continued occupancy for at least one year.” There are a few exceptions to the general rule, for special circumstances involving (1) an increase in family size, (2) vacating a jointly owned property, (3) non-occupying co-borrowers, (4) the borrower qualifies for a Hardship Exception for the purchase of a secondary residence, or (5) an investor purchases HUD Real Estate Owned (REO) properties directly from HUD. None of the excepted circumstances are present in the factual scenario of this investigation. Additionally, the HUD Handbook states “Under no circumstances may investors use the exceptions described [in the HUD Handbook] to circumvent FHA’s ban on loans to private investors and acquire rental properties through purportedly purchasing ‘principal residences.’”

21. CI1 then asked DRAVILAS which title company DRAVILAS planned on using for closing on the Green Property. In response, DRAVILAS stated that the closing company would probably be First American Title. CI1 explained to DRAVILAS that at the closing, the buyer desired to receive his share (that is, the undisclosed kickback) of the loan proceeds in cash, rather than a check, further explaining, “He wants cash. That’s what I’m saying. ‘Cause he just . . . only when you walked in he [UC1] asked me is the money gonna be at the table? And I told him, usually not; it takes a day or two and I trust you [DRAVILAS].” To which DRAVILAS replied, “Absolutely.”

22. At the same recorded meeting of August 20, 2013, UC1, CI1, and DRAVILAS, then discussed the purchase of a second property, this time, using UC1’s supposed fiancée as the buyer. DRAVILAS identified this property as being located at 844 W. 51st Street, in Chicago (the “West Property”) and further stated that the property should be ready to purchase in September, referring to September 2013.

23. About one month later, on September 24, 2013, DRAVILAS called CI1, which led to the call being unrecorded.¹⁵ Afterwards, CI1 relayed to law enforcement that during the unrecorded conversation, DRAVILAS explained that he was having some problems with the seller on the Green Property, and as a result, DRAVILAS wanted to substitute out both the Green Property and West Property with two other properties for UC1 and UC1’s fiancée to purchase.¹⁶

¹⁵ According to CI1, the call came as a result of call-waiting, which meant that CI1 was unable to recognize that it was DRAVILAS calling him, which led CI1 to be unable to take the steps necessary to record the conversation.

¹⁶ Initially UC2 was to be a female undercover agent posing as UC1’s fiancée. However, for logistical reasons, the female agent became unavailable to assist with the operation. Later, on October 31, 2013 (*see* Paragraph 26 below), CI1 explained to DRAVILAS in a recorded conversation that UC1’s fiancée didn’t want to participate in the transaction, and that UC1’s friend agreed to purchase the Sangamon Property instead.

24. Approximately one month later, on October 23, 2013, during a recorded call between CI1 and DRAVILAS, DRAVILAS obtained UC1's name so that DRAVILAS could put down UC1's name on a real estate purchase contract. Although DRAVILAS did not identify which property would be the subject of this transaction, CI1 and DRAVILAS agreed to a purchase price of \$275,000, with \$500 down as earnest money. DRAVILAS stated that he would note on the contract that the earnest money would be due upon completion of the property appraisal. In this same conversation, CI1 asked DRAVILAS if DRAVILAS would provide CI1 with the residential lease agreements, to which DRAVILAS agreed to provide the lease agreements and told CI1 that the unidentified property had current renters in both units, and that these renters were paying \$800 per month per unit. DRAVILAS further explained that the property was not a Section 8 property. DRAVILAS then stated that he would email the lease agreements to CI1.

25. That same day, on October 23, 2013, DRAVILAS sent an email to CI1 containing a real estate purchase contract for the property located at 6342 Parnell, Chicago, Illinois, which I have referred to above as the "Parnell Property." The Parnell Property is a "two flat," meaning it is a property with two units. Two days later, on October 25, 2013 DRAVILAS sent an email to CI1 containing the real estate purchase contract for the property located at 6629 South Sangamon, Chicago, Illinois, which I have referred to above as the "Sangamon Property." The Sangamon Property is also a two flat. CI1 provided both contracts to law enforcement. In turn, UC1 signed both contracts – one for the Parnell Property and the second for the Sangamon Property – using the names of two different FBI aliases.

26. The contract for the Parnell Property lists UC1 as the buyer, Brb Holdings, LLC as the seller, a purchase price of \$275,000, and earnest money of \$500 due upon completion of

the appraisal. The contract also lists “[Name Suppressed; not George] DRAVILAS” as the real estate agent for both the buyer and the seller.¹⁷ The Sangamon Property contract lists UC2 as the buyer, [Name Suppressed 2] as the seller, a purchase price of \$275,000 and earnest money of \$1,500 due upon completion of the appraisal. The contract also lists “[Name Suppressed; not George] DRAVILAS” as the real estate agent for both the buyer and the seller.

27. On October 31, 2013, CI1 met with DRAVILAS in the parking lot of a Thornton’s Gas Station on Lake Street in Addison, Illinois. This meeting was recorded. During the meeting CI1 provided DRAVILAS with the real estate contracts that UC1 had signed using two FBI aliases. DRAVILAS asked CI1 for more information about UC2, to which CI1 explained that UC2 was UC1’s friend. CI1 further also stated that UC1 was unable to get his/her fiancée to go through with the transaction, so UC1’s friend agreed to do it instead. DRAVILAS asked, “This dude’s good?” CI1 replied, “Yeah, they good,” to which DRAVILAS asked again, “You sure?” To which CI1 stated, “I mean I don’t know him, but [UC1] say he’s [UC2’s] good, he good.”

28. CI1 and DRAVILAS talked about the need for DRAVILAS to provide tenant lease agreements for the Parnell Property and Sangamon Property so that UC1 and UC2 might qualify for the purchase loans. CI1 told DRAVILAS, “You know what, I do need the leases,” to which DRAVILAS stated, “I’ll go get ‘em.” CI1 then stated, “But, but hold on, they can’t be \$800.” DRAVILAS replied, “Just make the leases up.” CI1 then explained “I can’t do that. I . . . I . . . I . . . got burned and I just need ‘em to come from them [the seller] to be right ‘cause they [the seller] know the names and all . . . let them do ‘em . . . but they just can’t be \$800.” DRAVILAS replied, “Alright. But that’s what they are, just so you know.” CI1 then asked

¹⁷ Based on my investigation, I believe [Name Suppressed; not Geroge] DRAVILAS to be GEORGE DRAVILAS’s family memeber. [Name Suppressed] DRAVILAS is identified as the real estate agent for both the Parnell Property and Sangamon Property.

DRAVILAS the amounts DRAVILAS intended to put on the lease agreements, to which DRAVILAS stated, “I don’t know, what do you need ‘em?” CI1 responded to DRAVILAS that the buyers wouldn’t qualify for the loans unless the rents in the lease agreements were higher than the earlier-referenced \$800. DRAVILAS told CI1 to figure out what the lease amount needed to be in order for the buyers to qualify. CI1 then advised DRAVILAS to make sure that the made up leases used the names of the actual people that lived in the units because the lender might verify that the names are associated with the property.

29. In the same recorded meeting, CI1 and DRAVILAS switched topics to discuss the appraisal value for each of the Parnell Property and the Sangamon Property. DRAVILAS told CI1, “I don’t think the appraisal is gonna come at 275 [\$275,000].” This prompted CI1 to tell DRAVILAS that CI1 went with a particular appraisal management company because CI1 can “take care of the appraiser” in order to reach the desired value.

30. On December 10, 2013, DRAVILAS emailed CI1 two title insurance commitments,¹⁸ one for the Parnell Property and the second for the Sangamon Property. The Parnell Property title insurance commitment identified the buyer as UC1 [using an alias name], the seller as “6342 S. Parnell, LLC,” and the sales price as \$275,000. The Sangamon Property title insurance commitment identified the buyer as UC2 [using an alias name], the seller as “[Name Suppressed 2],” and the sales price as \$275,000.

31. The next day, on December 11, 2013, CI1 met with DRAVILAS outside of DRAVILAS’s office on Lake Street in Addison, Illinois. The meeting was recorded. During the

¹⁸ Based on my training and experience, I know that during a real estate purchase process, a title company will search the public records and issue what is called a “title insurance commitment” or a “title insurance binder.” Along with certain property, buyer, and lender information, a title insurance commitment normally has a list of requirements and exceptions. This document “binds” the title company to issue the insurance policy subject to those requirements being met. The lists of exceptions are those items that will not be covered by the insurance policy.

meeting, DRAVILAS provided CI1 with \$525 in cash to be used for paying the appraisal of the Parnell Property. DRAVILAS also explained that the Sangamon Property was not ready for an appraisal because he [DRAVILAS] still needed to cure a city of Chicago violation that had been placed on the building. DRAVILAS also told CI1 that the Parnell Property purchase contract listed the wrong seller, that is, that the seller should be 6342 South Parnell LLC, not BRB Holdings LLC; DRAVILAS explained that the same person owns both LLCs.

32. In this same recorded meeting, DRAVILAS again agreed to provide the rental leases for the Parnell Property at whatever amount was needed to qualify the purported buyer for mortgage loan. In doing so, DRAVILAS again told CI1 that the Parnell Property tenants were actually only paying \$800 per unit. CI1 confirmed to DRAVILAS that UC1 was going to get an FHA loan, and told DRAVILAS “you know he’s [UC1] not moving in,” to which DRAVILAS responded “I don’t care what he does. . . .” DRAVILAS then confirmed that he would provide CI1 with leases for the Parnell Property showing rental income of \$1,250 per unit, instead of the true amount of \$800 per unit. CI1 informed DRAVILAS that the mortgage loans for the Parnell Property and Sangamon Property would be submitted through Bank A. Based on my experience, I know that Bank 1 is insured by the Federal Deposit Insurance Corporation.

33. On January 9, 2014, DRAVILAS sent CI1 an email containing two inflated rental lease agreements for the two units in the Parnell Property, that is, Unit 1 and Unit 2. The rental lease for Unit 1 stated that the unit was being rented by two people who I will refer to as “Individual A” and “Individual B” at a rent of \$1,210 per month, instead of the actual rental amount of \$800 per month, according to DRAVILAS. The lease for Unit 2 stated that the unit was being rented by a person who I will refer to as “Individual C” at a rent of \$1,150 per month, instead of the actual rental amount of \$800 per month, according to DRAVILAS.

34. On January 23, 2014, CI1 called DRAVILAS in a recorded call. During the conversation, DRAVILAS asked CI1 if the appraisal for the Parnell Property and the Sangamon Property had been completed. CI1 answered that the appraisals had not yet been done, but also explained that he expected the appraisals to be ready by the following week and informed DRAVILAS that he had to pay the appraiser an extra \$1,000 in order to get the inflated value that CI1 and DRAVILAS wanted to arrive at, meaning, \$275,000. In this same conversation, DRAVILAS stated that he would send CI1 rental lease agreements for the two units in the Sangamon Property. In turn, CI1 asked DRAVILAS to make the rents for the Sangamon Property for the same amounts as he did for the Parnell Property.

35. On March 20, 2014, CI1 produced loan applications for UC1 for the purchase of the Parnell Property, and UC2 for the purchase of the Sangamon Property. The loan application for UC1 was signed by an FBI Task Force Officer; the loan application for UC2 was signed by an FBI Special Agent.

36. Following the signing of the loan applications, CI1 compiled the loan applications with their respective supporting documentation, and sent the loan applications via the United Parcel Service to Bank A. FBI Special Agents observed CI1 send the loan applications via UPS.

37. The loan application for UC1 for the Parnell Property included, among other things, the false employment documents provided by HUTCHERSON (as described below); an inflated lease for Unit 1 of the Parnell Property provided by DRAVILAS; the First American Title policy provided by DRAVILAS; the Real-Estate Purchase Contract provided by DRAVILAS; and an inflated real-estate appraisal provided by CI2.

38. The loan application for UC2 for the Sangamon Property included, among other things, the false employment documents provided by HUTCHERSON; a First American Title

policy provided by DRAVILAS; the Real-Estate Purchase Contract provided by DRAVILAS; and an inflated real-estate appraisal provided by CI2.

39. On March 25, 2014, CI1 met with DRAVILAS. The meeting was recorded. During the meeting, CI1 provided DRAVILAS with copies of the inflated appraisals created by CI2. DRAVILAS asked CI1 if the appraisals were the first set or the second set of appraisals. CI2 claimed that the bank had concerns with the first set of appraisals, so the bank ordered the second set of appraisals. DRAVILAS asked if the new appraisal values “came in anyway,” to which CI1 confirmed that the appraisals provided the needed values. CI1 confirmed for DRAVILAS that the loans were FHA and explained that DRAVILAS needed to provide the FHA Amendatory Clauses for the transactions. DRAVILAS told CI1 that he would go back to the seller to get the seller’s “bottom line.” DRAVILAS then requested that CI1 provide him with an approval letter so that DRAVILAS could show it to the seller.

40. During the same meeting, CI1 informed DRAVILAS that the buyers did not have the needed funds for the down payment, or the earnest money. As a result, CI1 asked DRAVILAS to provide a cashier’s check in the amount of the down payment for the purpose of showing it to the lender, after which the check would be returned to DRAVILAS. In response, DRAVILAS explained that he did not have enough money to buy the cashier’s check, and that he would not go to his hard money lender (*see generally* footnote 6) with the request because CI1 still owed that lender too much money. CI1 then explained to DRAVILAS that the so-called buyers didn’t actually want anything to do with the properties [meaning,¹⁹ that the buyers were

19 At various points in the Affidavit, I offer my interpretations of certain recorded conversations/meetings in brackets and otherwise. My interpretations of these conversations are based on my knowledge of the investigation to date, the content and context of the conversations, prior and subsequent conversation, the results of physical surveillance, conversations with other officers and agents, and my experience and familiarity with these types of investigations.

not actually interested in owning the property as would be the case in an arms-length transaction] and that they didn't intend on living in the properties. As such, CI1 stated that the buyers wanted DRAVILAS to continue to manage the properties after the sale. DRAVILAS stated that he would refer someone to UC1 and UC2 to manage the properties, referring to both the Parnell Property and Sangamon Property.

41. On April 1, 2014, Bank A provided conditional loan approval letters for the mortgage loans for UC1 (the Parnell Property) and UC2 (the Sangamon Property).

a. The conditional loan approval letter for UC1 stated that the so-called buyer needed to satisfy the following conditions: (i) an additional \$2,600 a month in income, (ii) assets sufficient for the down payment, (iii) proof of payment of the earnest money, (iv) the correct identity of the seller on the real-estate purchase contract, (v) that the seller provide the FHA Amendatory Clause, and (vi) a renewal of the real-estate purchase contract.

b. The conditional loan approval letter for UC2 stated that the so-called buyer needed to satisfy the following conditions: (i) an additional \$2,600 a month in income, (ii) assets sufficient for the down payment, (iii) proof of payment of the earnest money, (iv) that the seller provide the FHA Amendatory Clause, (v) a renewal of the real-estate purchase contract, (vi) a copy of the lease for the rented unit, and (vii) a copy the buyer's credit report.

42. The next day, on April 2, 2014, CI1 met with DRAVILAS. The meeting was recorded. During the meeting CI1 showed DRAVILAS the conditional letters of approval for the Parnell Property and the Sangamon Property.

43. Also during the same meeting, CI1 and DRAVILAS reviewed the conditions in the letters, and discussed how to satisfy them. DRAVILAS stated that he would not provide a

1099²⁰ to show additional income for the buyers. DRAVILAS advised that because he had to pay money to his lawyer and had lost some of his buildings and properties, he didn't have enough money to buy a cashier's check to cover the buyer's purported earnest money or required down payment.²¹ DRAVILAS agreed, however, to provide the needed inflated lease agreement for the Sangamon Property, and also agreed that he would provide extensions for the real estate purchase contracts.

44. On April 4, 2014, DRAVILAS provided CI1 with letters from the seller's attorney extending the sales contracts for the Parnell Property and the Sangamon Property. The letter for the Parnell Property also clarified that BRB Holdings, LLC was authorized to sell the property, and that title to the property was held in the name of 6342 S. Parnell, LLC.

45. On April 10, 2014, DRAVILAS sent an e-mail to CI1 containing the signed FHA Amendatory Clauses (two in total) in satisfaction of one of the conditions to close the loans for the Parnell Property and the Sangamon Property as stipulated by Bank A.

46. On April 14, 2014, DRAVILAS sent an e-mail to CI1 providing the inflated lease agreements for the Sangamon Property in satisfaction of one of the conditions to close the Sangamon Property as stipulated by Bank A.

20 Based on my training and experience, I know that Form 1099, which is a tax form, is used to report different types of taxable income. The letters behind the 1099 indicate that type of income captured by the form. For example, a Form 1099-B reports the sale of stocks, bonds, mutual funds and other securities. Whereas, again by way of example, a Form 1099-DIV reports dividends, qualified dividends, and capital gains distributions. And, Form 1099-INT reports interest earned.

21 Based on my training and experience and my knowledge of mortgage fraud transactions, I know that it is not unusual for co-schemers and co-conspirators to claim that s/he does not have money to cover certain aspects of the transaction. I am unaware whether in the case of DRAVILAS, whether he in fact lacks those funds or whether he is simply seeking to avoid those added costs by claiming not to have those funds, when in fact he does.

47. On April 18, 2014 CI1 participated in a consensually-monitored and recorded telephone call with DRAVILAS. During the call CI1 informed DRAVILAS that he was trying to finalize things so that they could schedule the closings for the Parnell Property and Sangamon Property. CI1 stated that they were still trying to find someone to provide funds (referring to efforts to find money for the buyers' down payment), and explained to DRAVILAS that, "We got the job taken care of, we got someone to verify his employment" [referring to the previously-discussed stipulations from Bank A requiring the buyers to show additional income in order to qualify for the loans]. CI1 asked when DRAVILAS would be available to meet to "go over the funds" [referring to the need to discuss what portion of the loan proceeds would be paid to the buyer]. DRAVILAS replied, "Whenever you want, I'm ready for you." DRAVILAS then stated that he would order the water and zoning certificates for the Parnell Property and the Sangamon Property.

48. On April 19, 2014, in the presence of law enforcement, CI1 mailed via U.S. Postal Service to Bank A, the following documents: (i) a letter provided by DRAVILAS to CI1 extending the real estate contract for UC1 for the Parnell Property, (ii) a letter provided by DRAVILAS to CI1 extending the real estate contract for UC2 for the Sangamon Property, (iii) the FHA Amendatory Clause DRAVILAS provided to CI1 for the Parnell Property to be purchased by UC1; (iv) the FHA Amendatory Clause DRAVILAS provided to CI1 for the Sangamon Property to be purchased by UC2, and (v) an inflated lease for Unit 2 of the Parnell Property provided by DRAVILAS to CI1.

49. On April 22, 2014, Bank A issued a "clear to close"²² letter for the Parnell Property and a clear to close letter for the Sangamon Property.

²² Based on my training and experience, I know that a "clear to close letter" means that a lender

50. On April 22, 2014, CI1 participated in a consensually monitored meeting with DRAVILAS. During the meeting CI1 asked DRAVILAS about the “bottom line” for each of the Parnell Property and the Sangamon Property. DRAVILAS responded that \$125,000 was the bottom for each property, and further explained that the \$125,000 figure has built into it the repayment of a personal debt of \$27,000 owed by CI1 to a hard money lender. DRAVILAS further stated that he wanted to include \$5,000 per transaction for himself, moving the bottom line to \$130,000 for each property.

51. In the same conversation, CI1 stated, “I’ve got a couple of things going on, so I need to know how to plan this out, um, so that’s \$130,000, so everything else goes to the buyer, um, how am I going to, cause I had to get, I got a hard money involved, and their busting my balls, they’re not giving it to me yet, until I get everything together. . . . I need to know I’m getting their money, are you giving me all this money in cash [meaning, how will the buyers be paid their undisclosed kickback from the transaction]?” DRAVILAS replied, “No, I’m going to pay you to your company, Faith R US.”²³ DRAVILAS further agreed to take CI1 to a currency exchange after the property closings and assist CI1 in cashing the kickback check.

52. During the same meeting of April 22, 2014, CI1 stated, “I need a check to the buyer from you, but I don’t need the check; see, once, I got to give him a copy, before he [the hard money lender] gives me the money I’m going to give him a copy of the approved HUD, and I need to give him a check, a copy of a check showing, ok, this is how the money is coming

has determined that a buyer has satisfied all conditions to receive a mortgage loan and has issued a letter to the borrower stating as much.

23 CI1 advised that “Faith R Us” is a company name that CI1 owns, which CI1 has used to receive kickback payments for buyers in previous transactions with DRAVILAS. This information has been corroborated through a review of bank records obtained as a result of an investigation into previous transactions between CI1 and DRAVILAS.

back. You can email it to me [meaning, that CI1 did not need to take possession of the actual kickback checks before the closing, but rather only needed to see a copy of the checks, such as via a PDF copy sent by email].” DRAVILAS responded stating, “I’m going to give the check to you, Faith R US.” CI1 explained, “No, I need it prior to, so I can get the money from him; so email me a copy of a check to Faith R US for the amount that I’m getting. I [referring to UC1] don’t know this guy George [DRAVILAS], he says ‘how do I know I’m getting my money back that day?’ I’ve got to do it this way. I need just a check, you don’t have to give me the check, I just need a copy of a check. . . .” DRAVILAS responded, “Alright, we’ll talk.” But, CI1 continued, stating, “Cause otherwise, you know what he said? He want to put a lien on the property; we can’t do that.”²⁴ DRAVILAS again stated, “We’ll talk. Let me get the HUD [referring to the HUD-1 Settlement Statement] and shit.” CI1 then referred to the previous Bank A stipulations requiring that the buyers show additional income, informed DRAVILAS that he [CI1] “took care of the employment,” to which DRAVILAS replied, “good.”

53. During the same meeting DRAVILAS asked, “When can we close?” CI1 replied, “When are you going to have zoning?” DRAVILAS responded saying, “He ordered them all; you got the clears?” CI1 responded that CI1 had the clear to close letters and provided DRAVILAS with copies of the letters. DRAVILAS then informed CI1 that he intended to close the transactions at a First American Title Company in Bensenville.

54. Approximately three days later, on April 25, 2014, CI1 participated in a consensually-monitored and recorded telephone call with DRAVILAS during which DRAVILAS asked CI1 to confirm that the transactions were ready for closing. DRAVILAS, in turn,

²⁴ Based upon my training and experience, when parties in a fraudulent mortgage transaction use a hard money lender to provide an undisclosed loan to the borrower for use as a down payment, that fact must remain hidden from the lending bank, because such information would negatively impact the bank’s lending decision.

confirmed that he had obtained the water and zoning certificates. CI1 reminded DRAVILAS to provide copies of the previously-discussed checks reflecting the kickbacks to UC1 and UC2 in order for CI1 to obtain the money for the buyer's down payment from the hard money lender. DRAVILAS stated that they need to meet in person to talk about the checks. CI1 and DRAVILAS subsequently agreed to meet that evening to discuss the kickback checks.

55. Later the same day, on April 25, 2014, CI advised that he had an unrecorded conversation with DRAVILAS. CI1 explained that he was on the phone with his/her spouse when he/she received a call-waiting notification. CI1 answered the call-waiting and discovered that it was DRAVILAS calling. CI1 stated that DRAVILAS told him/her that he couldn't meet that evening as planned, because something had come up. DRAVILAS then told CI1 that he would just e-mail two signed blank checks for CI1 to fill out and use to show the buyers and hard-money lender the amount of the funds being kicked back to the buyers.

56. Shortly after the above referenced conversation, also on April 25, 2014, CI1 participated in a consensually-monitored telephone call with DRAVILAS in which CI1 told DRAVILAS that DRAVILAS should type out the checks, not hand-write them. DRAVILAS explained that it is a "hand-written account." CI1 then explained that CI1 did not want to be the person writing on the checks because the hard money lenders are familiar with CI1's handwriting. CI1 requested that DRAVILAS should write two checks for \$100,000 each, with each check to be made payable to CI1's company, and that CI1 would show check copies to each of the straw buyers. DRAVILAS then said he would call CI1 back.

57. On April 28, 2014, CI1 participated in a consensually-monitored telephone call with DRAVILAS in which DRAVILAS told CI1 that DRAVILAS expected to have the check copies later the same day, and that once he had it, he would e-mail the checks to CI1.

58. On April 29, 2014, DRAVILAS sent an email to CI1 containing scanned copies of the above-referenced kickback checks to the buyers, namely, UC1 and UC2, for the Parnell Property and Sangamon Property. One of the checks was from an account in the name of “James [Name Suppressed]” and was drawn on Ameritrade account number XXXXXX4705, check number 104 and was made payable to “Faiths R US” in the amount of \$100,000. The second check was from an account in the name of “[Initials Suppressed] Restaurant I Inc” and was drawn on TCF Bank account number XXXXXX8601, check number 1121 and was made payable to “Faiths R US” in the amount of \$100,000.

59. On May 12, 2014, CI1 participated in a recorded telephone conversation with DRAVILAS in which DRAVILAS advised that the Sangamon Property continued to have a title issue and wouldn't be available for a real estate closing for another week. CI1 asked what the title issue was with respect to the Sangamon Property, to which DRAVILAS explained that the city of Chicago had not given a release of lien yet for the work that was done to repair the porch. DRAVILAS explained that he wanted to go forward with closing on the Parnell Property. In response, CI1 stated that s/he would check with the so-called buyers to see if they were ok with closing on the two properties separately.

BRIDGET HUTCHERSON

60. On December 18, 2013, under the supervision of law enforcement, CI3 met with HUTCHERSON at HUTCHERSON's home located on the 4800 block of West Augusta Blvd, Chicago, Illinois. Based on prior firsthand dealings, CI3 identified to law enforcement that HUTCHERSON was a person experienced at generating fake and fraudulent paperwork, including documents used in real estate transactions, and that CI3 had used HUTCHERSON to generate such documents in the past. The meeting was recorded. CI3 explained to

HUTCHERSON that he came directly to her house because CI3 lost her telephone number. HUTCHERSON asked CI3, “What can I do for you?” CI3 responded that he needed to get “some paperwork.”²⁵ HUTCHERSON asked, “You need it now?” CI3 replied, “If you can.” HUTCHERSON said, “Ya.” CI3 then explained that he needed W-2s and check stubs for two mortgage applications [meaning fraudulent W-2s and check stubs]. CI3 identified UC1 and UC2 as the property buyers and provided HUTCHERSON with UC1’s and UC2’s FBI alias names and information.

61. In turn, HUTCHERSON agreed to provide CI3 with W-2s and check stubs in support of two mortgage applications, namely, the mortgage applications for the Parnell Property and Sangamon Property. HUTCHERSON told CI3 that she would charge \$600 for the documents bearing UC1’s and UC2’s names. CI3 paid HUTCHERSON \$200 as a down payment using predetermined FBI funds. HUTCHERSON explained that the documents would be ready the following day.

62. The same day, on December 18, 2013, in a recorded call, CI3 telephoned HUTCHERSON, who asked if CI3 needed a W-2 for calendar year 2013. CI3 explained to HUTCHERSON that he needed a total of six W-2 forms, one set each for UC1 and UC2, consisting of 2010, 2011 and 2012 W-2s. CI3 also added that he needed four pay stubs for the past 30 days to reflect \$24,000 in annual earnings; one set each for UC1 and UC2. HUTCHERSON stated that she would have to manually create the 2010 W-2s to make them look like the 2011 and 2012 W-2 forms. HUTCHERSON ended the call by stating that she would have all the documents ready later that evening.

²⁵ Based on my training and experience, a reference to “paperwork” in this context refers to fake and fraudulent documentation, such as W-2s, check stubs, tax documents, and bank statements.

63. Later that day CI3, on December 18, 2013, in another recorded call, HUTCHERSON explained to CI3 that some of the yearly earnings numbers that CI3 had provided represented an hourly wage that was below the minimum wage, unless they wanted to say that the buyer didn't work for the full year. HUTCHERSON confirmed with CI3 whether CI1 still wanted HUTCHERSON to proceed using the provided numbers. HUTCHERSON then reminded CI3 that the total bill for the documents would be \$600.

64. Again on December 18, 2013, in another recorded call, HUTCHERSON, explained to CI3 that she had the earnings information for 2010, 2011 and 2012 for UC1 and UC2, but asked what wage information she should put down with respect to the check stubs for December 2013. HUTCHERSON asked, "So they most two current stubs, do you want it to be equivalent to the same amount as 2012? . . . Do you want to check with them? Do you want me to just go ahead and you know and just bring it up a little bit? Or they got a specific number that they want?" CI3 responded, stating "I mean, you know best how to do it, shit, I don't know . . . uh . . . I mean like I said, if there's anything need to be altered or whatever, they just going to have to pay for it again." HUTCHERSON responded, "I work for you, so I'm following your instructions, do you want me to increase it a little bit, or leave it the same as 2012, 'cause it looks like they took it up by \$2,000 . . . a little bit . . . roughly about \$2,000 every year. . . . So do want me to take it up to \$22,000 and maybe \$26,000 for the other dude?" CI3 answered, "Ya, ya, do that."

65. The next day, on December 19, 2013, CI3 met with HUTCHERSON at her home. The meeting was recorded. During the meeting HUTCHERSON reviewed with CI3 the W-2s and check stubs that she had created, and explained that she had adjusted some of the math on the W-2s, so that UC1 and UC2 weren't exactly the same. HUTCHERSON gave an example of

one of the changes she made, explaining that she listed one of the employees [UC1 or UC2] as having worked some holiday pay, while the other didn't. HUTCHERSON explained that she looked up one of the street addresses that CI3 had provided to her and found that the zip code didn't match up. CI3 stated that CI3's people [referring to the person who purportedly tasked CI3 with the job of obtaining the W-2s and check stubs for the transactions] would just have to white that part out when they sent it to the bank, because they wouldn't want to pay for a new set of documents just to correct a zip code. In response, HUTCHERSON explained that she would be willing to re-do the documents with a zip code change for free because, as she stated, "I need your lick²⁶ to go through, because I need you to come back to me."

66. In the same meeting, HUTCHERSON provided CI3 with the fraudulent check stubs and W-2s for UC1 and UC2. CI3 took possession of the fraudulent check stubs and W-2s and paid HUTCHERSON the remaining \$400 for the documents. HUTCHERSON advised CI3 that if CI3 would like her to create fake bank statements for the UC1 and UC2, HUTCHERSON would just need a template bank statement from the bank at which the UC1 and UC2 supposedly have accounts. HUTCHERSON advised that a fake bank statement was going to "cost a pretty penny."

67. Approximately five months later, CI3 approached HUTCHERSON with a request for new fraudulent documents unrelated to the Parnell Property or the Sangamon Property. Specifically, on May 9, 2014, CI3 placed a recorded telephone call to HUTCHERSON. During the call HUTCHERSON confirmed that she has internet at her home and further told CI3 that CI3 should email the requested buyer's employment information to her. HUTCHERSON stated that she would have the documents ready for CI3 to pick up when CI3 comes to her house on

²⁶ Based on my training and experience, the use of the word "lick" in this context is synonymous with a scam or a scheme.

Tuesday [referring to Tuesday, May 13, 2014], and stated that she would charge CI3 \$60.00 per document. CI3 asked HUTCHERSON if she would be able to make changes to the documents at her house if they need to be corrected in anyway. HUTCHERSON responded that she would wait to print the documents [*i.e.*, the fraudulent documents] out until CI3 came to her house and confirmed that the information CI3 requested was correct and as CI3 wanted it to be. HUTCHERSON further explained that she normally doesn't print out the documents until the person who ordered them calls her and tells her that they are on their way to her house to pick them up.

68. On May 10, 2014, HUTCHERSON sent a text message to CI3 providing her email address of bXXXXXXXXXXen@yahoo.com. On the same day, a Special Agent with the FBI sent an email to HUTCHERSON from a covert email address purporting to be from CI3. The email contained the information necessary for HUTCHERSON to create the requested fraudulent documents. Specifically, the email provided the name, date of birth and social security number for the purported buyer, as well as the name of the buyer's purported employer and the desired income information that should be reflected on the documents. The email requested that HUTCHERSON provide two W-2s, one for 2012 and one for 2013, as well as two check stubs.

Conclusion

69. Based on the foregoing facts as set forth in this Affidavit, I believe there is probable cause to believe that GEORGE DRAVILAS and BRIDGET HUTCHERSON, from on or about January 15, 2013 to on or about May 12, 2014, knowingly executed, and attempted to execute, a scheme to defraud and to obtain money and funds owned by, and under the custody and control of a financial institution, namely Bank A, by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Sections 1344 and 2.

FURTHER AFFIANT SAYETH NOT.

Michael Gorman, Special Agent
Department of Housing and Urban Development
Office of the Inspector General

SUBSCRIBED AND SWORN TO BEFORE ME
This 13th day of May 2014

JUDGE MARIA VALDEZ
United States Magistrate Judge