

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

EVERETT POPE
also known as "Jonathan Pincuss"

WARRANT FOR ARREST

CASE NUMBER:

To: The United States Marshal
and Any Authorized Officer

YOU ARE HEREBY COMMANDED to arrest EVERETT POPE, also known as "Jonathan Pincuss," defendant herein, and bring him forthwith to the nearest Magistrate Judge to answer a

Indictment Information Complaint

charging him with (brief description of offense):

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

MICHAEL T. MASON
Name of Issuing Officer

U.S. MAGISTRATE JUDGE
Title of Issuing Officer

Signature of Issuing Officer

October 21, 2013; Chicago, Illinois
Date and Location

Bail fixed at \$ _____ by

MICHAEL T. MASON
Name of Judicial Officer

cause to believe that the defendants committed the offense alleged in the complaint.

4. The statements in this affidavit are based on my personal knowledge, and on information I have received from other law enforcement personnel and from persons with knowledge regarding relevant facts.

FACTS SUPPORTING PROBABLE CAUSE

I. INTRODUCTION

5. Everett Pope aka “Jonathan Pincuss” and Colbi Andry aka “Richard Lockwell” and “Rich Ingram,” and other individuals have been and are continuing to perpetrate a scheme to defraud individual customers and lenders by marketing mortgage loan modification services to customers and negotiating mortgage loan modifications with lenders based on false and misleading information.

6. Pope and Colbi Andry have used various business entities to perpetrate the scheme including EAC Financial LLC, Emergency Debt Relief Center, Dimond Financial LLC, D Financial, The Andry Group, LLC, Family First Home Solutions LLC, The Law Group, Certified Forensic Loan Auditors, LLC, and Integrity Mortgage and Insurance Co. According to business records, email communications, and information provided by

victims, starting sometime in early 2009, Pope and Colbi Andry operated various business entities at multiple locations in and around the Chicago metropolitan area:

Entity	Time Period (approximate)	Locations Used
EAC Financial LLC	April 2009 to 2010	9942 S. Western Ave. Chicago, Illinois 600 Holiday Plaza Drive Matteson, Illinois
Emergency Debt Relief Center LLC	June 2009 to December 2010	9942 S. Western Ave. Chicago, Illinois
Dimond Financial LLC	April 2011 to Present	567 W. 16th Street Chicago Heights, Illinois 4350 Lincoln Highway Matteson, Illinois
D Financial	July 2011 to Present	4350 Lincoln Highway Matteson, Illinois
Family First Home Solutions LLC	May 2011 to Present	9942 S. Western Ave. Chicago, Illinois 22 W. Jackson Chicago, Illinois 1016 W. Jackson Chicago, Illinois
The Andry Group LLC	March 2011 to 2012	1016 W. Jackson Chicago, Illinois
The Law Group	November 2011 to early 2013	4350 Lincoln Highway Matteson, Illinois 26045 S. County Fair Monee, Illinois
Certified Forensic Loan Auditors LLC aka Forensic Loan Auditors LLC	December 2011 to early 2013	1016 W. Jackson Chicago, Illinois ¹
Integrity Mortgage and Insurance Co.	Late 2012 to Present	155 N. Wacker ² Chicago, Illinois

¹ Although documents associated with Certified Forensic Loan Auditors LLC list 1016 W. Jackson, Chicago as the address for that company, no such company exists at that address.

² Although documents associated with Integrity Mortgage and Insurance Co. list 155 N. Wabash, Chicago as the address for that company, no such company exists at that address.

7. My review of the evidence, including business records, email communications, and information provided by victims, has shown the following:

a. Pope and Andry appear to be making misrepresentations to customers about their eligibility for loan modifications. Specifically, Pope and Andry are convincing customers who are not experiencing financial hardship that they are eligible for loan modifications. After making these misrepresentations, Pope and Andry obtain large up-front fees from victims, ranging from \$2,000 to \$3,000. For many of these victims, loan modifications are never completed or are completed with less favorable terms to which the customers did not agree.

b. Pope and Andry have used and are currently using aliases to conceal their true identities. Pope and Andry have also frequently changed business names to make it more difficult for dissatisfied customers to locate them.

c. Pope and Andry have falsely indicated that one or more attorneys are involved in the loan modification process to induce customers to pay up-front fees and to lull customers into believing that loan modifications

are being obtained on their behalf so that fees can continue to be deducted from customers' checking accounts.

d. Pope, Andry, and other individuals working with them have pursued loan modifications from some lenders based on false information about customers' financial situations, including the sources of and amount of monthly income and the existence of circumstances that negatively affect the customers' ability to pay their mortgages.

e. In addition to concealing his true identity and falsely representing himself as "Richard Lockwell" and "Rich Ingram," Andry has also marketed loan modification services by the entity Integrity Mortgage and Insurance Co. based on false and misleading claims about the size and experience of the company and its success rate in obtaining loan modifications.

II. EXAMPLES OF MISREPRESENTATIONS TO CUSTOMERS ABOUT THEIR ELIGIBILITY FOR LOAN MODIFICATIONS AND USE OF ATTORNEY

8. During this investigation, I have interviewed individuals who have had contact with Everett Pope and Andry, and contracted with one of the loan modification businesses they operate. Some of these individuals have told me that the people they dealt with made misrepresentations to them

about their eligibility for loan modifications and about the services that the loan modification companies would provide.

9. In addition, according to information and documents provided by victims as well as email communications, the people participating in the scheme have falsely represented to many customers that their loan modifications will be managed, negotiated, or in some way overseen by an attorney. I believe the schemers claim to have attorneys involved in their business operations to add the appearance of legitimacy to their services. I believe they want to create the appearance that their loan modification services are handled by a professional, knowledgeable person to: (1) convince customers to hire them for loan modifications; (2) elicit the customers' trust so they will continue to pay fees over time; and (3) avoid having customers complain to regulatory or government agencies.

10. In addition to adding an air of legitimacy to the company's operations, I believe the schemers falsely represent that attorneys are involved in their operations in an attempt to circumvent the Illinois Mortgage Rescue Fraud Act, 765 ILCS 940/5 et.seq. The IMRFA prohibits companies that provide loan modification services from taking up-front fees from

customers.³ However, under the IMRFA, licensed attorneys may charge and accept up-front fees for loan modification services.

Victim A

11. During this investigation, I met with an individual referred to here as Victim A, who had dealings with “Richard Lockwell” from Family First Home Solutions. According to Victim A, one evening in June 2011, she was contacted by phone by an individual who referred to himself as “Richard Lockwell.” As outlined below beginning at Paragraph 45, I believe “Richard Lockwell” is Colbi Andry. According to Victim A, “Lockwell” told her that Family First Home Solutions could help lower interest rates on mortgages. Victim A told “Lockwell” that her mortgage payments were up-to-date but she was interested in a lower interest rate. At the time, the interest rate on Victim A's mortgage was 7.5%. Victim A agreed to meet with “Lockwell” to pursue a mortgage loan modification.

³ Pursuant to 765 ILCS 940/50, a “distressed property consultant,” which definition includes providers of loan modification services, “may not claim, demand, charge, collect, or receive any compensation until after the distressed property consultant has fully performed each service the distressed property consultant contracted to perform or represented he or she would perform.” However, pursuant to 765 ILCS 940/5, “attorneys licensed in Illinois engaged in the practice of law” do not fall within the definition of a “distressed property consultant.”

12. Before the scheduled meeting, "Lockwell" phoned Victim A and told her he would not be at the meeting but was sending his brother, instead. Sometime in or around June 2011, Individual A arrived at Victim A's residence with paperwork that was ready for Victim A to sign. Victim A gave Individual A checks totaling \$2000 for the loan modification services. According to Victim A, she gave Individual A one check for \$1000 that was dated on or around the date of the meeting, and two checks each in the amount of \$500 that were post-dated.

13. According to Victim A, at the meeting, Individual A instructed her to stop making her mortgage payments. At the time, Victim A was able to make her mortgage payments, albeit at times, they were late. Based on this instruction, Victim A stopped paying her mortgage. Individual A told Victim A that Dimond Financial would be negotiating with her lender on her behalf and that she should direct any questions she had to an individual named Jasmine at Dimond Financial.

14. Over the next several months, Victim A had phone contact with several representatives of Dimond Financial. Sometime in or around early November 2011, Victim A attempted to reach Dimond Financial about the status of her loan modification by phone. The individual with whom Victim A

spoke told her that Dimond Financial had been bought out by The Law Group, and that a new person was going to handle her loan modification. This individual informed Victim A that she would have to pay an additional \$300 because her original application for a loan modification had been rejected, and a new one would have to be submitted. This individual referred Victim A to speak with "Jonathan Pekins" [phonetic, according to Victim A] about continuing with her loan modification. Victim A then spoke with "Pekins" over the phone and scheduled a meeting.

15. Sometime in or around November 2011, Victim A and a friend went to the offices located at 4350 Lincoln Highway, Matteson, Illinois where she met with an individual who introduced himself as "Jonathan Pekins."⁴ "Pekins" reiterated what Victim A had previously been told, that her loan modification had been denied and that she would have to pay an additional \$300 to have a new application submitted by The Law Group. When Victim A asked "Pekins" what happened with the money she had already paid to Individual A, "Pekins" implied there was something amiss with Andry and her money. Victim A identified an Illinois driver's license photograph of

⁴ The spelling of the last name, "Pekins," is based on the victim's phonetic pronunciation of the name given. I believe the name Pope was using was actually "Jonathan Pincuss."

Everett Pope as the individual she met by the name of “Jonathan Pekins.” Victim A did not pay the additional \$300, and no loan modification was ever completed for her.

Victim B

16. Sometime in or around March 2012, Victim B learned about Family First Home Solutions from her sister. Victim B spoke to “Richard Ingram” from Family First Home Solutions over the phone. “Ingram” explained the loan modification process to her. “Ingram” instructed Victim B to not pay her mortgage until the loan modification was finalized and to use the money that would ordinarily go to her mortgage to pay Family First Home Solutions its fee. “Ingram” told Victim B that an attorney would be assigned to her case and would work with the bank on her behalf.

17. Sometime in or around April 13, 2012, a representative from Family First Home Solutions, using a name associated with Colbi Andry’s brother, came to Victim B’s home with paperwork related to the loan modification. At that meeting, the representative of Family First Home Solutions provided Victim B with paperwork that, once signed by Victim B, would authorize payments totaling \$2500 to be withdrawn from Victim B’s bank account by a company called Meracord. As described further below, Meracord is a

financial services company that provides payment processing services to businesses. According to Victim B, she authorized Meracord to deduct funds from her bank account on behalf of Family First Home Solutions. Victim B authorized an initial payment of \$1,250 followed by payments of \$625 each on April 27, 2012 and May 11, 2012.

18. The representative from Family First Home Solutions told Victim B that attorney “Jonathan Pincuss” would keep her updated with emails on the loan modification process. Shortly thereafter, “Pincuss” called Victim B to introduce himself.

19. Starting as early as April 17, 2012, Victim B received email updates from Rich Ingram indicating an attorney was involved in her loan modification process. For example, on April 17, 2012, Victim B received an email from “Rich Ingram, Mark Schultz” about her loan modification. In the section of the email labeled “file status,” the entry stated: “sent Authorization, Missing Documents, Pending Attorney Interaction.”

20. On or about April 17, 2012, Victim B received an email from “Rich Ingram” instructing her to sign a set of attached documents. Among the documents was a “letter of hardship” stating that Victim B was suffering from financial hardship and could no longer afford to make the mortgage

payments, including that: (1) she had acquired substantial debt, (2) she had suffered a significant pay cut due to the economy; and (3) she had a significant illness and expensive medical bills. According to Victim B, although this letter was among the paperwork she signed for the loan modification, Victim B stated this information was false, and at no time had she made any such representations to anyone involved in processing her loan modification.

21. Sometime in or around July 2012, Victim B was informed that her lender, Chase, was willing to modify her mortgage, but on terms that were unsatisfactory to Victim B. According to Victim B, Ingram had guaranteed that her new mortgage agreement would not require her to use an escrow account to pay taxes and insurance on the property. However, the new mortgage arrangement that had been approved by Chase did require her to use an escrow account. Victim B contacted "Ingram" and requested a refund of the up-front fee. Initially, "Ingram" agreed to provide a refund but then later refused to do so.

22. Victim B contacted "Pincuss" to express her dissatisfaction. At "Pincuss's" suggestion, "Pincuss" and Victim B conducted a three-way conference call with Chase to request that Chase refund the money that had

been taken out of Victim B's bank account to pay the up-front fees. According to Victim B, during this call, "Pincuss" represented himself to the bank as Victim B's attorney and represented to the bank that the money had been taken out of her account without Victim B's authorization. According to Victim B, "Pincuss" and Victim B also conducted a three-way conference call with a Meracord representative.

23. Meracord records show that, on September 4, 2012, Victim B called Meracord with an attorney on the line to inquire about getting a refund of the funds Meracord had taken from her bank account. More specifically, during this recorded call, the individual known to Victim B as "Jonathan Pincuss" introduced himself to the Meracord representative as Victim B's attorney by the name of "Jonathan Pincuss." Victim B was unsuccessful in obtaining a refund of the up-front fee.

Victim C

24. During the investigation, I met an individual referred to here as Victim C. According to Victim C, sometime in or around June 2011, a representative of Dimond Financial called her and told her that Dimond Financial provided loan modification services. Victim C stated that she told the caller that she did not believe she would qualify for a loan modification

because she was not, at that time, having difficulty making her mortgage payments. According to Victim C, the caller told her that she did qualify for a loan modification. Based on this representation, Victim C became interested in pursuing loan modifications for a condo in which she resided and an apartment building she co-owned with her partner.

25. In June 2011, Victim C went to the Dimond Financial office in Matteson, Illinois to pursue the loan modifications with Dimond Financial. At that time, Victim C filled out paperwork provided to her by Dimond Financial representatives. The representatives told Victim C that the cost of the loan modification services would be \$2500 for each property. Victim C gave these individuals two checks, each in the amount of \$500, for each of the two properties involved. Victim C also signed a document authorizing Dimond Financial to debit \$500 per month for each property from her checking account to pay the balance of the loan modification fees. The Dimond Financial representatives told Victim C to stop making her mortgage payments. I believe they admonished her in this way to make it appear to the lenders that Victim C was having difficulty making the mortgage

payments and was thus eligible for a loan modification.⁵ Because the Dimond Financial representatives instructed her to do so, Victim C stopping making mortgage payments on both properties.

26. Over the next several months, Victim C began to receive late payment and foreclosure notices from her lenders. According to Victim C, when she received these notices, she faxed or emailed them to Dimond Financial. Victim C stated that when she contacted Dimond Financial, the representatives she spoke to told her not to worry about these notices. When she contacted Dimond Financial she was told “Jonathan Pincuss” was the company’s attorney. As outlined below beginning at Paragraph __, I believe Everett Pope is “Jonathan Pincuss.” When Victim C spoke with “Pincuss” over the phone, he told her not to worry about the notices. Victim C began to receive court notifications about foreclosure proceedings on the properties. When Victim C contacted “Pincuss” about the foreclosure proceedings, he instructed her to pay a reduced amount on the mortgages.

27. The subjects obtained a loan modification for Victim C’s condo unit, but the bank denied the loan modification on the multi-family residence

⁵ Based on my training and experience, lenders are unlikely to agree to a loan modification for mortgagees who are not experiencing financial difficulty or are otherwise able to make their mortgage payments.

Victim C owned. Victim C never received a refund of the \$5000 she paid for the services.

Victim D

28. According to Victim D, sometime in or around November 2012, she received a call from “Rich Ingram” of Integrity Mortgage and Insurance about mortgage loan modifications. At the time, Victim D was one month behind in paying her mortgage and was considering pursuing a loan modification through a lawyer. “Ingram” told Victim D that going through the lawyer would be expensive and that he could get the loan modification completed faster. “Ingram” called again soon after Victim D had met with the lawyer, and Victim D agreed to pursue a loan modification with Integrity Mortgage. “Ingram” promised he could complete the loan modification in 90 days and that he could lower her monthly mortgage payments from \$1800 to \$1100. Ingram and Victim D also discussed modifying her car loan. Ingram told Victim D that, usually they charged separate fees, but that he would modify both her mortgage and her car loan for \$1500.

29. Sometime around Thanksgiving 2012, Ingram sent an associate named “Kent” to Victim D’s residence to so that she could sign paperwork for the loan modification. Victim D identified a photograph of Colbi Andry’s

brother, Individual A, as the person she met from Integrity Mortgage who used the name “Kent.” According to Victim D, “Kent” [Individual A] told her that the fee for the loan modification was \$2000 and asked for the entire fee up-front. Victim D told “Kent” that “Ingram” had told her the fee was only \$1500. “Kent” called “Ingram” while at Victim D’s home, and “Kent” then agreed to accept a fee of \$1500 from Victim D. Victim D also provided “Kent” with paperwork for the loan modification.

30. According to Victim D, on or about November 12, 2012, she viewed and printed out documentation from the website, www.integritymortgageandinsurance.com. Victim D printed out a copy of what she viewed on the website.

31. The print out of the www.integritymortgageandinsurance.com provided by Victim D includes several misrepresentations:

a. The website print-out shows a picture of Colbi Andry next to the name “Rich Ingram” under the heading “Meet our staff.”

b. The website falsely states: “Integrity Mortgage & Insurance Co. was founded in 2008 when Rich Ingram purchased a seat on the Chicago Board of Trade (CBOT). Since then, we have become a leading Chicago-based financial services firm and one of the largest independent financial services

providers in the midwest.” According to Illinois Secretary of State records available online, there is no corporate entity registered with the State of Illinois under the name “Integrity Mortgage & Insurance Co.”

32. Some time in or around November or December 2012, Victim D contacted Bank of America, her primary mortgage lender, and was told that the only documentation the bank had received regarding a loan modification was a third party authorization form. The bank representative also told Victim D that she could work directly with the bank to do a loan modification. The next day, Victim D called Ingram to find out why the loan modification paperwork had not been submitted to the bank. Ingram stated he did not know why and promised to resend the paperwork. A day later, Victim D called Ingram again and said that she had heard about crooked people scamming homeowners. Ingram assured her that he was not a scammer. During this call, Ingram placed a 3-way call with Victim D to the BOA representative Victim D had spoken with. The BOA representative stated that she had received no loan modification paperwork and gave Ingram her fax number. The next day, Victim D contacted the BOA representative who stated that she had still not received any paperwork. After a day or two,

Ingram called Victim D and told her he was on vacation overseas and would be back in January 2013.

33. On December 4, 2012, Meracord withdrew \$300 from Victim D's account. She called Meracord to cancel her account with them. When she asked for a confirmation of her cancellation, the Meracord representative told her a cancellation notification would be sent to Integrity Mortgage.

34. Ingram called Victim D after he received the Meracord cancellation notice. Ingram told Victim D he could not help her since she had stopped the payments for the loan modification being taken out of her bank account by Meracord. Victim D asked for a refund of the \$300 that had been withdrawn. Ingram said he would have to call her back to explain why she would not get a refund, but never called back.

35. By July 2013, Victim D's house was in foreclosure proceedings.

36. On July 8, 2013, I viewed the website, www.integritymortgageandinsurance.com. On that date, there was a picture of a different person next to the name "Rich Ingram" under the heading "Meet Our Staff." On that date, the website continued to falsely state that Integrity Mortgage was a leading Chicago-based financial services firm.

III. CHANGING COMPANY NAMES AND THE USE OF ALIASES TO CONCEAL POPE AND THE ANDRYS' TRUE IDENTITIES FROM VICTIMS

37. I believe the schemers have changed entity names and locations and started using aliases to conceal their identities from customers and to make it difficult for dissatisfied customers to seek redress.

38. Although initially Pope and Andry operated businesses using their real names, after the filing of two lawsuits alleging that Pope and Andry committed fraudulent business practices, they changed the names and locations of the subject entities and began using aliases. As described below, I believe that Pope and Andry have concealed their true identities to keep customers and potential customers from discovering the allegations of their use of fraudulent business practices. Also, as described below, I believe the schemers have shifted the names of their companies to avoid detection.

A. The Lawsuits And Other Public Attention

39. On August 18, 2010, the City of Chicago filed a civil lawsuit naming EAC Financial LLC, Pope, and Andry as defendants. The complaint alleged that EAC “engaged in the unlawful practice of taking up-front fees for loan modification services from Chicago homeowners, and after having the

homeowners' money in-hand, did not actually obtain modifications for any identified consumer.”

40. Pursuant to a settlement agreement, on January 21, 2011, an administrative law judge ordered Pope, Andry, and EAC to pay \$50,000 in fines and \$13,125 in restitution to a total of seven victims. The court held all named defendants jointly and severally liable for the entirety of the restitution amount. Regarding the fine, the court held EAC liable for the entirety of the fine amount and held Pope and Andry jointly and severally liable for the fine amount.

41. On February 7, 2011, CBS Chicago ran a news segment on EAC's fraudulent activities featuring two of the company's victims.

42. On October 18, 2011, a second lawsuit was filed by the Illinois Attorney General. The Illinois Attorney General's complaint named Pope, Andry, EAC Financial, and Emergency Debt Relief Center as defendants and alleged that the defendants charged and accepted substantial fees from consumers for loan modification services that they failed to provide. The complaint also stated that defendants relocated and changed their telephone numbers without notifying the customers who had signed contracts with them.

43. I believe that, because of the filing of these lawsuits, Pope and Andry ceased operations of EAC and its associated entities and started up various new business entities including Dimond Financial, D Financial, Family First Home Solutions, The Andry Group, The Law Group, and Forensic Loan Auditors, LLC. In addition, to further distance themselves from their former identities and entities, I believe they eventually ceased operating at visible “retail business” locations.

B. Colbi Andry aka “Richard Lockwell”

44. I believe Colbi Andry uses the email address colbi_andry@yahoo.com. According to Yahoo! records, this account is registered to “Mr. Colbi Andry” of Chicago, Illinois. According to the property manager at 1016 W. Jackson, Colbi Andry operated The Andry Group at the office building located at 1016 W. Jackson, Chicago, Illinois starting sometime in early February 2011 and continuing until late 2011. I met with the property manager and she identified an Illinois driver’s license photograph of Colbi Andry as the individual she knew originally as Colbi Andry who had changed his name to Richard Lockwell. According to the

property manager, she corresponded by email with Andry using the colbi_andry@yahoo.com email address.⁶

45. According to Yahoo! records, on August 24, 2010, a subscriber created the email address richardlockwell@yahoo.com. Subscriber information associated with this email account shows that “colbi_andry@yahoo.com” is an alternate communication channel for the richard.lockwell@yahoo.com email account.

46. On January 10, 2011, a person using the email address colbi_andry@yahoo.com sent an email to the property manager for 1016 W. Jackson stating that he was planning to change his name to “Richard Lockwell.” Soon after, the property manager and others at the office facility began receiving correspondence from a person using the email address richardlockwell@yahoo.com with respect to the 1016 W. Jackson property. Business records from the office facility show that the facility set up a fax line for Andry that was associated with the email address richardlockwell@yahoo.com.

⁶ In addition, on December 19, 2011, Bank of America sent an email to the colbi_andry@yahoo.com email address related to a bank account in the name of The Andry Group with an account number ending in 3125. According to bank records, this account is associated with Andry.

47. According to Google records, on February 16, 2011, a subscriber registered the richardlockwell@gmail.com email account. According to Google subscriber information, richardlockwell@yahoo.com is listed as a secondary email address associated with richardlockwell@gmail.com.

48. On June 8, 2012, upon application of the United States, this Court issued warrants authorizing the search of the richardlockwell@gmail.com and colbi_andry@yahoo.com email accounts. On June 14, 2012, upon application of the United States, this Court issued a warrant authorizing the search of the Yahoo! email account richardlockwell@yahoo.com. The contents of these email accounts contain communications related to loan modifications associated with The Andry Group, Family First Home Solutions, The Law Group, and Forensic Loan Auditors.

49. Thus, based on these and other business records, email communications, and information from victims, I believe Colbi Andry began using the alias “Richard Lockwell” soon after the City of Chicago lawsuit described above was filed.

C. Colbi Andry aka “Rich” or “Richard Ingram”

50. I believe Colbi Andry began using the aliases “Rich” or “Richard Ingram” in late 2011. Business records from craigslist.com show that Colbi

Andry has been using an account on the craigslist.com website that is subscribed to Colbi Andry at 12225 S. State Street, Chicago, Illinois. This address is listed on Colbi Andry's Illinois driver's license. In addition, on July 8, 2010, Colbi Andry opened an online bank account with Metabank listing this address as his residence. Andry also listed this address on his Meracord business account for The Andry Group.⁷ According to craigslist.com records, the email address rich.ingram@ymail.com is listed as a contact email for the craigslist account in Colbi Andry's name.

51. According to Yahoo! records, on November 22, 2011, the email address rich.ingram@ymail.com was opened with the subscriber name "Rich Ingram." Yahoo! subscriber records show that the email address richardlockwell@yahoo.com was listed as an alternative email address for this account.

52. According to the property manager for 1016 W. Jackson described above in Paragraph 45, Colbi Andry requested that an efax service the property management company set up for him at the 1016 W. Jackson location be connected to the rich.ingram@ymail.com email address.

⁷ Meracord provides payment processing services to businesses. Both Pope and Colbi Andry contracted with Meracord to process payments from customers for the various entities they controlled.

53. Moreover, email correspondence found in the richardlockwell@yahoo.com email account shows correspondence using the name Rich Ingram. 54. On August 1, 2013, upon application of the United States, this Court issued a warrant authorizing the search of the rich.ingram@ymail.com email account. The contents of this email account contain documents related to the loan modification business activities of Integrity Mortgage and Insurance. For example, on February 11, 2013, Meracord sent an email to this email account addressed to “rich ingram,” stating that Meracord was cancelling its relationship with Family First Home Solutions and would no longer provide payment services for that entity. On April 18, 2013, the user of this email account sent an email to an individual with the subject line “Mortgage Modification Package” with several attachments related to a mortgage loan modification request. The contents of the rich.ingram@ymail.com account also contain emails indicating that Colbi Andry uses this email account. For example, on April 12, 2013, an individual sent an email to the rich.ingram@ymail.com account, but in the body of the email the sender addressed the email to “Colbi.” On May 6, 2013, Samsung sent an email to the rich.ingram@ymail.com account addressed to “Colbi

Andry” requesting verification for a Samsung account. On April 2, 2013, an individual sent an email to this account with the greeting “Hi Colbi.”

55. Thus, based on these and other business records, email communications, and information from victims, I believe Colbi Andry began using the alias “Rich” or “Richard Ingram” soon after the Illinois Attorney General lawsuit described above was filed.

**D. Everett Pope Misrepresents Himself As Attorney
“Jonathan Pincuss”**

56. I believe Pope has been fraudulently representing himself as attorney Jonathan Pincuss. First, as outlined above, Victim A identified an Illinois driver’s license photograph of Pope as the person she met who went by the name “Jonathan Pekins.” Second, as detailed below, there is additional evidence linking Pope to the fictional “Pincuss.”

Meracord Employee

57. Meracord is a financial services firm that provides businesses with payment services. Once a business has obtained a customer’s authorization to deduct periodic payments from the customer’s bank account, the business can contract with Meracord to effect the authorized periodic transactions through the customer’s bank. Meracord then dispenses the money that has been deducted from the customer’s bank account as directed by the business. According to Meracord records, starting in or around 2011 and continuing through early 2013, Pope and Colbi Andry contracted with Meracord to execute transactions of this type for their loan modification customers.

58. More specifically, Meracord records show that an individual named Everett Pope subscribed to Meracord services for D Financial and Dimond Financial starting sometime in or around March 2011. Meracord records

show that the D Financial and Dimond Financial accounts at Meracord are linked to bank accounts owned by Everett Pope. For example, Meracord documents show funds from Meracord have been transferred to a bank account held in Everett Pope's name.⁸

59. During this investigation I have spoken with several Meracord employees and reviewed Meracord business records. On February 8, 2013, I met with a Meracord employee who had phone and email contact with a Meracord customer she knows by the name Everett Pope. Based on her interactions with this individual, the Meracord employee understood this person to be the owner/operator of D Financial and Dimond Financial. According to the Meracord employee, she has spoken with the person she knows as Everett Pope by phone on several occasions starting in or around 2011 and continuing until as recently as December 2012.

60. During this investigation, I obtained copies of customer service recordings from Meracord that were made in the ordinary course of business conducted by that company. Among the material I received was a recording

⁸ Similarly, Meracord records show that an individual named Colbi Andry subscribed to Meracord services for The Andry Group and Family First Home Solutions starting in or around March 2011. Meracord records show that the Family First Home Solutions accounts at Meracord are linked to a Bank of America account in the name of The Andry Group at Colbi Andry's residential address. Bank of America records show Colbi Andry, who is identified as the "President" of The Andry Group, is the sole signatory on this account.

of the September 4, 2012 three-way conference call involving Victim B and attorney “Pincuss” described in Paragraphs 22 and 23 above. When I met with the Meracord employee, she listened to a portion of this recording and identified the only male voice on this recording as that of the person she knew by the name Everett Pope.

Victim C

61. In addition, among the material I received from Meracord were recordings of phone calls involving an individual who refers to himself as Everett Pope. One such call occurred on December 30, 2011, when a female Meracord representative called Everett Pope to discuss customer accounts. On February 11, 2013, I met with Victim C and she listened to the recording of this call identified the only male voice as the voice of the person that she knew by the name “Jonathan Pincuss.”

Email Communications

62. I believe Everett Pope uses the everett_pp@yahoo.com email address because it is subscribed to “Mr Everett Pope” in Chicago Heights, Illinois. Publicly available property records show Pope owns a residence at 567 W. 16th Street, Chicago Heights, Illinois. Moreover, Yahoo! records show alternative email contacts for the everett_pp@yahoo.com email account

including epope@eacfinancialllc.com, epope@dimondfinancialllc.com, and pope.dimondfinancial@mail.com.

63. On August 9, 2012, upon application of the United States, this Court issued a warrant authorizing the search of the email account everett_pp@yahoo.com. I believe Pope is using this email account based on the content within this account. For example, on June 29, 2012, the person using this account sent an email with copies of Everett Pope's Illinois driver's license and social security card as attachments.

64. I also believe Pope is using the jpincusstlg@mail.com email account. I believe the first portion of this email address, "jpincuss" is intended to represent the alias "Jonathan Pincuss" while that last portion of the email address, "tlg," is the acronym for "The Law Group."

65. On November 26, 2012, upon application of the United States, this Court issued a warrant authorizing the search of the 1&1 Internet email account jpincusstlg@mail.com, among others. According to 1&1 Internet records, this email account was registered on November 15, 2011. There were several emails found in that account that were addressed to "Everett" or "Everett Pope." For example, on October 9, 2012, the Human Resources director for a potential employer sent an email to this account addressed to

“Everett” thanking him for his recent interest in employment with the company. On November 28, 2012, an individual sent an email to this account addressed to “Everett” offering payment processing services. On December 3, 2012, Prudential Insurance sent an email to this account addressed to “Everett Pope” about career opportunities at that company.

66. I believe Pope has used this account to facilitate the scheme to defraud because the content of this email account contains documents related to the loan modification activities of the subject entities. In addition, there are several emails in this account between Pope and representatives of Meracord related to the customer accounts and transactions managed by Meracord on behalf of the subject entities.

67. The email accounts I believe Pope has used, jpincusstlg@mail.com and everett_pp@yahoo.com, have both been accessed from at least four common IP addresses. According to Yahoo! and 1&1 Internet records, both email accounts were accessed from these IP addresses on the following dates:

<u>Date</u>	<u>IP Address</u>
July 25, 2012	99.141.5.144
August 3, 2012	99.141.5.144
August 13, 2012	99.141.5.189

68. Moreover, both email accounts were accessed from two additional IP addresses in common:

IP Address	Dates used to access jpincusstlg@mail.com	Dates used to access everett_pp@yahoo.com
75.34.28.85	July 2, 2012 July 3, 2012	Various dates between June 4, 2012 and June 29, 2012
99.141.14.187	July 9, 2012 July 10, 2012 July 11, 2012 July 13, 2012	July 6, 2012

69. I believe Pope is misrepresenting himself as an attorney based on the content of the jpincusstlg@mail.com email account. For example, on February 3, 2012, the user of jpincusstlg@mail.com, who I believe is Pope, sent an email to a bank representative with the subject line: "RE: Leonard Paige Loan Orgination [sic] documents." In the body of the email, the sender stated: "I want those documents in my office by 12 on Friday or I will be subpoena you [sic] into court have a nice day."

70. On July 2, 2012, the user of jpincusstlg@mail.com sent an email to another bank representative stating: "I am using one my other attorneys [sic] emails This is Ty brown just wanted to know the status of the modification for [customer name] you should have all the documents sent to you by email thanks."

71. On December 14, 2012, the user of jpincusstlg@mail.com sent an email with an attached document entitled: “testimonails.docx [sic].” The attachment stated: “The Law group is a nationwide group of attorneys that is partnered with golden Financial and D financial.”

72. In addition, starting on or about July 10, 2012, and continuing through July 27, 2012, Victim B received a series of emails from that account which purported to be updates on the status of her loan modification from the attorney that she was introduced to as “Jonathan Pincuss.” For example, on July 23, 2012, Victim B received an email from this account which included the entry “JOHN and the Law Group” in the section titled “Agent” and the phrase “pending attorney interaction” in the section of a form titled “File Status.”

73. During this investigation, I interviewed an individual referred to here as Victim S. On September 25, 2012, Victim S received an email from the jpincusstlg@mail.com account which appeared to be a status update on her loan modification. This email listed “Rich and Forensic Loan Auditors, LLC” in the “Agent” section and similarly included the phrase, “pending attorney interaction” in the “file status” section.

74. According to Ring Central records, an internet-based toll-free dedicated fax line using the telephone number (888) 357-3269 was subscribed in the name of "The Law Group, p.o. box [no number given], Monee, Illinois." The contact email address for this fax line is listed as jpincusstlg@mail.com with a notification email address of epope@eacfinancialllc.com.

75. According to the Illinois ARDC, there is no attorney by either the name of Everett Pope or Jonathan Pincuss currently licensed to practice law in the state of Illinois.

IV. USE OF MAIL AND INTERSTATE WIRES

76. There is probable cause to believe that the schemers have caused the use of interstate wires to commit the scheme to defraud outlined above. More specifically, as outlined above, the schemers contracted with Meracord to deduct periodic payments from their customers' bank accounts. When customers hired the schemers to do the loan modifications, most agreed to pay the \$2500 loan modification fee charged by the schemers via a series of bank account deductions. Most customers signed written authorization forms giving the schemers permission to instruct Meracord to deduct a specified amount of money from the customers' bank accounts on specified dates. For most customers, the deductions were made on a monthly basis. The

authorized deductions were made through an electronic “ACH” system. Each transaction initiated by the Meracord computer system would electronically send a message about the amount and date of the deduction to Meracord’s bank, the local branch of U.S. Bank in Tacoma, Washington. From there, the U.S. Bank branch would send an electronic message to the U.S. Bank central clearing house for ACH transactions located in Minneapolis, Minnesota. The clearing house would then send an electronic message about the transaction to the customer’s bank to request that the funds be deducted from the customer’s account and that the funds be transmitted back to Meracord. Because each deduction conducted by Meracord on behalf of the schemers involved an electronic message between Meracord’s local bank in Tacoma, Washington, to the U.S. Bank ACH clearing house in Minnesota, each transaction involved an interstate wire. The following are some of the Meracord transactions associated with the scheme:

- a. On August 5, 2011, Meracord deducted \$500 from Victim A’s bank account;
- b. On April 18, 2012, Meracord deducted \$1,250 from Victim B’s bank account; and
- c. On August 9, 2011, Meracord deducted \$500 from Victim C’s bank account.

77. Moreover, as outlined above, certain people participating in the scheme have used email extensively in furtherance of the scheme to defraud. Many of these email communications were accomplished via interstate wire. For example, 1&1 Internet, Inc. is the service provider for the email account `jpincusstlg@mail.com` that I believe Everett Pope is using. According to representatives of 1&1 Internet, Inc., any emails being sent to or from this email account go through a server operated by 1&1 Internet, Inc. which is located in Lenexa, Kansas. Therefore, emails which Pope originated within the Northern District of Illinois sent to individuals such as Victim B, who is also within the Northern District of Illinois were accomplished by interstate wire. For example, on July 10, 2012, Pope sent an email using the `jpincusstlg@mail.com` email account to Victim B which purported to be an update on her loan modification. This email includes the phrase “Pending Attorney Interaction” in a section labeled “File Status.” This language makes it appear that an attorney is involved in negotiating Victim T’s loan modification.

78. In addition, Pope and the Andrys have used interstate facsimile messages in furtherance of the scheme. For example, on or about December 19, 2012, Colbi Andry, using a phone number based in Chicago, sent a

facsimile message to Meracord, in Tacoma, Washington, in response to a request from Meracord for documents related to the businesses for which Andry wanted Meracord to conduct payment services. In the content of the facsimile, Colbi Andry listed himself and his brother, Individual A, as co-owners of Integrity Mortgage and Insurance Co. The facsimile included several false statements about the marketing and advertising practices of Integrity Mortgage including that: (1) the company's marketing and advertising was in compliance with all federal, state and local laws; (2) the company had a reasonable basis for its advertising claims; and (3) all claims about the benefits, performance, or efficacy of the company's services were truthful and backed by competent and reliable evidence. The facsimile also falsely listed that Integrity Mortgage had an office located at 155 North Wacker.

CONCLUSION

79. Based on the above information, I respectfully submit that there is probable cause to believe that Everett Pope and Colbi Andry have committed wire fraud, in violation of Title 18, United States Code, Section 1343.

FURTHER AFFIANT SAYETH NOT.

Tracy Balinao
Special Agent
Federal Bureau of Investigation

Subscribed and sworn
before me October 21, 2013

Honorable Michael T. Mason
United States Magistrate Judge