

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
v. : Crim. No. 12-\_\_\_\_\_  
TAYA ROMANO, :  
a/k/a Taya Waldon : 18 U.S.C. § 371

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

THE DEFENDANT AND OTHER PARTIES

1. At various times relevant to this Information, defendant TAYA ROMANO was a resident of Ridgewood, New Jersey and Edmond, Oklahoma. For most or all of the time relevant to this Information, she was known as Taya Waldon. In 2008 and 2009, she solicited and obtained investments from two sets of New Jersey family friends for what she represented to them were real estate investments in Oklahoma.

2. At various times relevant to this Information, R.W., a co-conspirator who is not named as a defendant herein, was a resident of Ridgewood, New Jersey. In 2008 and 2009 R.W. helped defendant TAYA ROMANO solicit and obtain investments from the same two sets of family friends for what were represented to them to be real estate investments in Oklahoma.

THE VICTIMS, THE DEFENDANT AND THE FRAUD

The N. Family

3. At all times relevant to this Information, the N. Family consisted of husband J.N. and

wife M.N.

4. M.N. met defendant TAYA ROMANO, then known by a last name that was different than Romano or Waldon, at a fitness center at least as early as 2000. ROMANO worked as a masseuse and came to the N. Family home to give J.N. and M.N. massages.

5. The encounters between M.N. and defendant TAYA ROMANO evolved into a friendship. When ROMANO divorced her then husband and was about to marry her second husband, the N. Family bought ROMANO her wedding dress for that marriage ceremony. The N. Family frequently invited ROMANO and R.W. out for dinner, and the N. Family hosted ROMANO and R.W. at their Florida home and on their boat. J.N., who owned his own company, hired R.W. to work at his company.

6. During the period that the N. Family maintained a friendship with defendant TAYA ROMANO, ROMANO changed careers. She worked for a while for a real estate management company and then a mortgage company, and after a while she appeared to the N. Family to be making a lot of money.

7. In 2007, J.N. had a health episode that prompted him to decide to sell his company. J.N. discussed that intention and the anticipated seven figure sales price in defendant TAYA ROMANO'S presence.

8. Defendant TAYA ROMANO encouraged J.N. to invest in real estate and at one point in 2007 proposed that J.N. and M.N. invest approximately \$40,000 in a property with ROMANO, promising that their money would be doubled in a short while. Within a year, ROMANO provided the N. Family with a total return of approximately \$80,000 on that investment.

9. Defendant TAYA ROMANO and co-conspirator R.W. then solicited the N. Family for numerous real estate-related investments in Oklahoma, some to partner with her on purchases of apartment buildings, others to make repairs to purchased buildings and still others to purchase undeveloped land. When M.N. asked ROMANO why she was sharing these investment opportunities with the N. Family, ROMANO replied by saying, in substance, that since the N. Family had been so kind to ROMANO for so many years, this was ROMANO'S way of repaying that family's kindness.

10. In the years 2008 and 2009, defendant TAYA ROMANO and co-conspirator R.W. solicited from the N. Family and the N. Family gave ROMANO and her co-conspirators a total of \$1,032,750 as investments in various ROMANO real estate ventures in Oklahoma in which the N. Family and ROMANO were to be joint investors. None of that money has been returned, and ROMANO put little, if any, of the funds that she solicited from the N. Family to the uses for which she had solicited them.

#### The G. Family

11. At all times relevant to this Information, the G. Family consisted of husband E.G. and wife L.G.

12. E.G. worked in construction and as a part time wedding photographer. E.G. had known defendant TAYA ROMANO and her father for a long time and considered them to be family friends.

13. In 2003, E.G. was the photographer at defendant TAYA ROMANO'S second wedding.

14. In or about 2007, defendant TAYA ROMANO approached E.G. about serving as a

general contractor for ROMANO'S renovation projects on homes she was purchasing in and around Paterson, New Jersey. E.G. served as a general contractor on 10-12 of such projects.

15. In 2007 and 2008, E.G. on several occasions lent defendant TAYA ROMANO and R.W. money to help with running their business. His loans would be returned from the proceeds of the sales of the Paterson-area properties ROMANO had bought and had renovated.

16. At some point in 2008, defendant TAYA ROMANO and R.W. approached E.G. about investing with her in real estate in Oklahoma, a state ROMANO described as having very good real estate investment opportunities.

17. Defendant TAYA ROMANO solicited the G. Family for a joint investment with her for the purchase of an apartment complex named Boulder Creek Apartments located near Edmond, Oklahoma. The G. Family did not have enough liquid assets to be able to make an investment of the size solicited by ROMANO, so ROMANO induced the G. Family to participate in a complex set of transactions relating to a commercial property owned by the G. Family in West Caldwell, New Jersey. Those transactions made it possible to use the equity owned by the G. Family in the West Caldwell property as an investment with ROMANO in Oklahoma.

18. More specifically, defendant TAYA ROMANO induced the G. Family to sell its West Caldwell property to 627 Bloomfield , LLC, a limited liability company nominally owned by ROMANO'S mother but in reality controlled by ROMANO, for a listed price of \$750,000, which amount by agreement was not paid to the G. Family. After the sale, ROMANO arranged for a mortgage loan on the property in the amount of \$475,000. Of this amount, \$50,000 was used by pay off the G. Family's outstanding mortgage loan on the West Caldwell property.

19. By agreement with the G. Family, defendant TAYA ROMANO was supposed to use the rest of the proceeds from the new mortgage on the West Caldwell property, approximately \$400,000 after closing costs, as a down payment on the joint purchase of the Boulder Creek Apartment complex, in which acquisition the G. Family was to own approximately 50%. Furthermore, as per the agreement with ROMANO, proceeds from Boulder Creek Apartments were to pay for the new mortgage on the West Caldwell property, which property was fully to be returned to G. Family ownership in a year after the initial transfer of the property to the LLC.

20. Instead of applying the approximately \$400,000 to the purchase of the Boulder Creek Apartment complex, in which the G. Family was to own approximately 50%, and unbeknownst to the G. Family, defendant TAYA ROMANO diverted those funds to the purchase of another apartment complex in Oklahoma in which the G. Family had no ownership interest. And, ROMANO never returned ownership of the West Caldwell property to the G. Family.

21. About four months after the West Caldwell–Boulder Creek episode, defendant TAYA ROMANO solicited a \$120,000 investment from the G. Family that was to represent the G. Family's payment of the 10% down payment needed for the purchase of an Oklahoma apartment complex named Greystoke, which complex the G. Family was then to own jointly with ROMANO.

22. Just before the Greystoke deal was to close, defendant TAYA ROMANO called the G. Family and claimed that the Oklahoma bank that was to provide the purchase mortgage loan had revised its down payment requirements so that the G. Family would need to provide another \$120,000 to make the purchase possible. E.G. and L.G. then each wired \$60,000 towards the purchase of Greystoke, of which the G. Family believed it would be a 50% owner with

ROMANO.

23. Instead of arranging for the purchase of Greystoke under the terms agreed upon with the G. Family, defendant TAYA ROMANO arranged for its purchase and for a purchase mortgage loan for the acquisition of Greystoke in the name of an entity named Paper Clip, LLC, in which entity the G. Family had no ownership interest and about which neither E.G. nor L.G. had ever heard.

24. In the years 2008 and 2009, defendant TAYA ROMANO solicited from the G. Family and the G. Family gave ROMANO and her co-conspirators, after set offs, a total of approximately \$890,000 as investments in various ROMANO real estate ventures in Oklahoma in which the G. Family and ROMANO were to be joint investors. That money has not been returned, and ROMANO did not put any of the funds solicited from the G. Family to the uses for which she had solicited them.

#### THE CONSPIRACY

25. From at least as early as June 2008 to in or about July 2009, in the District of New Jersey and elsewhere, defendant

TAYA ROMANO,  
a/k/a Taya Waldon,

did knowingly and intentionally conspire and agree with R.W. and others to commit an offense against the United States, that is, to devise a scheme and artifice to defraud investors relating to some actual and some phony real estate ventures in Oklahoma and to obtain money from the investors by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing that scheme and artifice, to cause to be transmitted by means of

wire communications in interstate commerce writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Sections 1343.

OBJECT OF THE CONSPIRACY

26. It was the principal object of the conspiracy to fraudulently induce defendant TAYA ROMANO'S two sets of family friends to provide financial investments in what were represented to be various real estate ventures in Oklahoma that were either other than as had been represented or were wholly fictitious, all to the financial benefit of the co-conspirators.

OVERT ACTS

27. In furtherance of the conspiracy, and in order to effect the object thereof, defendant TAYA ROMANO and her co-conspirators committed, and caused to be committed, the following overt acts on or about the dates set forth below, in the District of New Jersey and elsewhere:

a. On of about January 29, 2009, defendant TAYA ROMANO, co-conspirator R.W. and others caused the N. Family to wire \$80,000 from an account in New Jersey to an account at Hydro Bank in Oklahoma held by Paper Clip, LLC, a company controlled by ROMANO, which amount was intended to be an investment in the purported purchase of an apartment complex to be jointly owned by the N. Family and ROMANO.

b. On or about February 20, 2009, defendant TAYA ROMANO, co-conspirator R.W. and others caused the N. Family to wire \$302,500 from an account in New Jersey to an account at Hydro Bank in Oklahoma held by Waldon Properties, LLC, of which amount \$252,500 was intended to be an investment in the purported purchase of three different apartment complexes to be jointly owned by the N. Family and ROMANO and \$50,000 was intended to be

used for repairs on properties jointly owned by the N. Family and ROMANO.

c. On or about October 21, 2008, defendant TAYA ROMANO caused L.G. to wire \$60,000 from an account in New Jersey to an account at Stillwater National Bank in Oklahoma held by Oklahoma City Abstract and Title Company, which amount was intended to serve as part of the down payment for the acquisition of Greystoke Apartments.

d. On or about October 21, 2008, defendant TAYA ROMANO caused E.G. to wire \$60,000 from an account in New Jersey to an account at Stillwater National Bank in Oklahoma held by Oklahoma City Abstract and Title Company, which amount was intended to serve as part of the down payment for the acquisition of Greystoke Apartments.

All in violation of Title 18, United States Code, Section 371.



## FORFEITURE ALLEGATION

1. The allegations contained in this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(c) and Title 28, United States Code, Section 2461(c).

2. The United States hereby gives notice to the defendant, that upon her conviction of the offense charged in this Information, the government will seek forfeiture in accordance with Title 18, United States Code, Sections 981(a)(1)(c) and Title 28, United States Code, Section 2461(c), which requires any person convicted of such offense to forfeit any property constituting or derived from proceeds obtained directly or indirectly as a result of such offense.

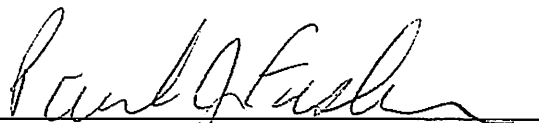
3. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided

without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as

incorporated by Title 28, United States Code, Section 2461(c) to seek forfeiture of any other property of such defendant up to the value of the forfeitable property described in paragraph 2.

A handwritten signature in cursive script, appearing to read "Paul J. Fishman", written over a horizontal line.

PAUL J. FISHMAN  
United States Attorney