

United States District Court  
District of New Jersey

ORIGINAL FILED

MAY 14 2010

UNITED STATES OF AMERICA : HON. CLAIRE C. CECCHI, U.S.M.J.  
 :  
v. : Magistrate No. 10-4085 (CCC)  
 :  
ANIA NOWAK, : **CRIMINAL COMPLAINT**  
ZBIGNIEW CICHY, and :  
KIM SALVEMINI :

I, Myrna Williams, being duly sworn, state the following is true and correct to the best of my knowledge and belief. From in or about November 2005 to in or about December 2007, in Bergen and Warren Counties, in the District of New Jersey and elsewhere, defendants ANIA NOWAK, ZBIGNIEW CICHY, and KIM SALVEMINI did:

SEE ATTACHMENT A

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

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT B



MYRNA WILLIAMS  
Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
on May 14, 2010 at Newark, New Jersey

HONORABLE CLAIRE C. CECCHI  
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

## ATTACHMENT A

From in or about November 2005 to in or about December 2007, in Bergen and Warren Counties, in the District of New Jersey and elsewhere, defendants ANIA NOWAK, ZBIGNIEW CICHY, and KIM SALVEMINI did:

knowingly and intentionally conspire and agree with each other and others to devise a scheme and artifice to defraud lenders who made mortgage loans, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce writings, signs and signals for the purpose of executing such scheme and artifice, contrary to Title 18, United States Code, Section 1343,

In violation of 18 U.S.C. § 1349.

## ATTACHMENT B

I, Myrna Williams, am a Special Agent with the Federal Bureau of Investigation. I have knowledge about the facts set forth below from my involvement in the investigation, review of reports and documents, and discussions with other law enforcement officials. This complaint is submitted for a limited purpose, and I have not set forth each and every fact that I know concerning this investigation. All statements described herein are relayed in substance and in part.

1. At all times relevant to this complaint, defendant Ania Nowak lived at either 471 Union Avenue, Wood Ridge, New Jersey ("471 Union") or 157 Pequest Drive, Belvidere, New Jersey ("157 Pequest") with defendant Zbigniew Cichy, her boyfriend. Defendant Nowak owned and operated A.N. Title Agency, LLC ("A.N. Title"), a real estate title company. As a title agent for residential real estate transactions, defendant Nowak was obligated to, among other things, act as settlement agent for transactions that did not involve an attorney at the closing and to ensure that the seller in a sale transaction and the borrower in a refinancing transaction possessed clear title to the property. When acting as a settlement agent, defendant Nowak was obligated to, among other things, convene closings, receive funds from lenders, prepare HUD-1 settlement statements ("HUD-1s") that accurately reflected where the money in a transaction came from and where it went, pay off existing mortgages, and record instruments that affect title of a property.
2. At all times relevant to this complaint, defendant Zbigniew Cichy lived at either 471 Union or 157 Pequest with defendant Nowak and owned and operated Global Builders LLC ("Global Builders"), a construction company.
3. At all times relevant to this complaint, defendant Kim Salvemini lived at 76 Mount Cedar Avenue, Wallington, New Jersey ("76 Mount Cedar"). Defendant Salvemini worked as a mortgage broker at Assured Lending Corporation ("Assured Lending") in Englewood, New Jersey and also owned and operated Financial Opinions, a tax preparation company.
4. At all times relevant to this complaint, Stewart Title Guaranty Corporation ("Stewart Title") was a Texas based title insurance company that insured mortgage lenders against losses related to sale and refinance transactions involving residential real property.
5. Between in or before November 2005 and in or about December 2007, defendants Nowak, Cichy, and Salvemini conspired with each other and others to defraud numerous mortgage lenders of over \$2.7 million by conducting at least five fraudulent real estate transactions involving two New Jersey residential properties, 471 Union and 157 Pequest.

### **Fraudulent Transaction No. 1 – Cichy’s Refinance of 471 Union**

6. Defendant Nowak purchased 471 Union on or about October 1, 1996 for approximately \$269,000 and a deed was recorded with the Bergen County Clerk reflecting the purchase.
7. On or about November 21, 2005, defendant Cichy completed and caused to be submitted to Fremont Investment and Loan (“Fremont”) a residential loan application that sought to refinance an outstanding mortgage loan he had on 471 Union (the “Union Loan Application”). In the Union Loan Application, defendant Cichy claimed that he had purchased 471 Union in 2005 for approximately \$525,000 and that he had an outstanding mortgage loan on the property of approximately \$417,500. While the Union Loan Application claimed that defendant Cichy owned 471 Union, at no time was a deed transferring the ownership of 471 Union from defendant Nowak to defendant Cichy or anyone else ever recorded with the Bergen County Clerk.
8. Among the representations he made in the Union Loan Application, defendant Cichy claimed that 471 Union was his primary residence, that he worked as a carpenter at Global Builders, and that he made approximately \$12,750 per month.
9. Additionally, while the Union Loan Application states that he submitted the loan application to the lender through a mortgage broker at Assured Lending named Brian Wilson, an appraisal that was done in connection with this loan indicates that defendant Salvemini was involved in the transaction. Specifically, an appraisal company issued an appraisal of 471 Union dated November 25, 2005 (the “471 Union Appraisal”) that identified Assured Lending as the “Lender/Client” and “kim.assuredlending@verizon.net as the contact email address for Assured Lending. The 471 Union Appraisal appraised the value of the property to be approximately \$525,000.
10. Based in part on the documents identified above, Fremont approved defendant Cichy for a \$495,000 mortgage loan (the “Cichy Union Loan”) and the closing of this transaction took place on or about January 27, 2006. Defendant Nowak acted as the settlement agent at the closing.
11. At the closing, defendant Nowak prepared or caused to be prepared a HUD-1 that reflected the receipt of the Cichy Union Loan of approximately \$495,000. The HUD-1 stated that with this money, defendant Nowak paid off a pre-existing mortgage loan defendant Cichy had with Countrywide in the amount of \$417,450 (“Countrywide Loan”). The HUD-1 also stated that after the payment of various fees, the balance of approximately \$63,743 was paid to defendant Cichy.
12. While the closing of the transaction took place on or about January 27, 2006, Fremont did not fund the loan until on or about February 1, 2006 when it wire transferred approximately \$498,876 to A.N. Title’s bank account at Bank of America in Pinebrook,

New Jersey (“A.N. Title Bank of America Account”). After receiving the proceeds of the loan, defendant Nowak failed to pay off the Countrywide Loan as reflected on the HUD-1. Instead, after paying various fees, she transferred the majority of the proceeds of the loan to various bank accounts that she and defendant Cichy controlled, which, as described below, were then used to support defendant Cichy’s construction business and to pay for various personal expenses.

13. In addition to fraudulently converting a large portion of the proceeds of the Cichy Union Loan, defendant Nowak also failed to record with the Bergen County Clerk the note and mortgage that defendant Cichy executed in connection with the transaction. By failing to record these documents, defendant Nowak deprived Fremont of the lien position it would have held if the documents were recorded and effectively concealed the loan from subsequent lenders.
14. The mortgage for the Cichy Union Loan eventually went into default for non-payment and on or about December 11, 2008, Fremont caused a claim to be filed with Stewart Title seeking title insurance coverage.

#### **Fraudulent Transaction No. 2 – Cichy Mortgages 157 Pequest Drive**

15. Defendant Cichy purchased 157 Pequest on or about November 15, 2004 for approximately \$150,000 and a deed was recorded with the Warren County Clerk reflecting the purchase. After purchasing 157 Pequest, defendant Cichy had a home built on the property.
16. In or before July 2006, defendant Cichy applied to obtain a mortgage loan on 157 Pequest. In connection with this loan and despite the representations he made in connection with the Cichy Union Loan described above, on or about August 17, 2006, defendant Cichy submitted a loan application that stated, among other things, that 157 Pequest was his primary residence, that he made approximately \$15,000 per month, and that he owned both 157 Pequest and 471 Union (the “Cichy Pequest Loan Application”).
17. Additionally, despite the 471 Union Appraisal – which was issued less than nine months earlier – having appraised the value of 471 Union to be approximately \$525,000, defendant Cichy falsely claimed in the Cichy Pequest Loan Application that 471 Union’s present market value was approximately \$950,000. Additionally, despite purportedly paying of the Countrywide Loan with the Cichy Union Loan as described above, the Cichy Pequest Loan Application listed both loans as current obligations that totaled approximately \$909,562.
18. Based in part on defendant Cichy’s representations in the Cichy Pequest Loan Application, Encore Credit Corp. (“Encore”) approved defendant Cichy for a \$525,000 mortgage loan (the “First Cichy Pequest Loan”) and the closing of this transaction took

place on or about August 18, 2006. Defendant Nowak again acted as the settlement agent at the closing.

19. At the closing, defendant Nowak prepared or caused to be prepared a HUD-1 that reflected the receipt of approximately \$525,000 from Encore, the payment of various fees, and the balance of approximately \$505,739 being disbursed to defendant Cichy.
20. While the closing of the transaction took place on or about August 18, 2006, Encore did not fund the loan until on or about August 22, 2006. On that day, Encore wire transferred approximately \$521,318 to the A.N. Title Bank of America Account. Shortly after receiving the proceeds of the loan, defendant Nowak transferred the vast majority of the funds to bank accounts that she and defendant Cichy controlled which, as described below, were then used to support defendant Cichy's construction business and to pay for various personal expenses.
21. Despite being obligated to do so, defendant Nowak failed to record with the Warren County Clerk the note and mortgage defendant Cichy had executed in connection with this transaction. By failing to record these documents, defendant Nowak deprived Encore of the lien position it would have held if the documents were recorded and effectively concealed the loan from subsequent lenders.
22. The mortgage for the First Cichy Pequest Loan eventually went into default for non-payment and on or about January 23, 2009, Encore caused a claim to be filed with Stewart Title seeking title insurance coverage.

### **Fraudulent Transaction No. 3 – Cichy's Fraudulent Sale of 157 Pequest to Salvemini**

23. In or about December 2006, defendants Nowak, Cichy, and Salvemini created a real estate transaction that made it appear as if defendant Cichy sold 157 Pequest to defendant Salvemini. In fact, however, the transaction was a sham and was designed so that defendants Nowak and Cichy could fraudulently obtain additional money from a mortgage lender. As described below, defendant Salvemini was paid approximately \$10,000 for acting as the straw buyer in the transaction.
24. On or about December 8, 2006, defendants Cichy and Salvemini executed a fraudulent contract of sale whereby defendant Cichy was to sell 157 Pequest to defendant Salvemini for \$750,000. The contract of sale provided that at the contract's signing, defendant Salvemini was to pay a \$75,000 deposit. In fact, defendant Salvemini never paid that deposit or any money whatsoever in connection with this transaction.
25. As part of this transaction, defendant Salvemini applied for and received two mortgage loans from Lancaster Mortgage Bankers LLC ("Lancaster") – one for approximately \$500,000 (the "First Salvemini Loan") and the other for approximately \$71,500 (the

“Second Salvemini Loan”). In order to obtain these loans, defendant Salvemini submitted a loan application on or about December 27, 2006 that contained a number of false statements (the “Salvemini Loan Application”).

26. Of note, the Salvemini Loan Application falsely claimed that defendant Salvemini had paid a \$75,000 deposit and that 157 Pequest was going to be his primary residence. As described above, defendant Salvemini did not pay a deposit or any money in this transaction. Additionally, defendant Salvemini never lived in or intended on living in 157 Pequest which was defendant Nowak’s and defendant Cichy’s residence. Defendant Salvemini also submitted an “Occupancy and Financial Statement Affidavit” to Lancaster that was notarized by defendant Nowak and that falsely stated defendant Salvemini either currently occupied or would occupy 157 Pequest within 60 days.
27. Based in part on the false statements described above, Lancaster approved and agreed to fund the First and Second Salvemini Loans. The closing of this transaction took place on or about December 27, 2006 and defendant Nowak again acted as the settlement agent.
28. At the closing, defendant Nowak prepared or caused to be prepared two HUD-1s, one for the First Salvemini Loan and the second for the Second Salvemini Loan. The HUD-1 for the First Salvemini Loan reflected the receipt of approximately \$500,000 from the First Salvemini Loan and approximately \$70,711 from the Second Salvemini Loan. The HUD-1 also falsely stated that defendant Salvemini paid a \$75,000 deposit and an additional approximately \$119,873 at the closing.
29. The HUD-1 also indicated that with the proceeds of the two loans and the money that defendant Salvemini had purportedly paid, defendant Nowak paid off the approximate \$524,798 balance of the First Cichy Pequest Loan and after the payment of various fees, gave the balance of approximately \$143,485.78 to defendant Cichy.
30. On the same day as the closing, Lancaster caused two wire transfers – one for approximately \$505,523 and the second for approximately \$71,011 – to be made into A.N. Title’s bank account at Commerce Bank in Maywood, New Jersey (“A.N. Title Commerce Account”). With the proceeds of the two loans, defendant Nowak never paid off the First Cichy Pequest Loan as reflected on the HUD-1. Instead, after paying various fees, she transferred more than half of the proceeds of the First and Second Salvemini Loans by check to herself, defendant Cichy, and Global Builders which, as described below, were then used to support defendant Cichy’s construction business and to pay for various personal expenses.
31. In addition to fraudulently converting a large portion of the proceeds of the First and Second Salvemini Loans, defendant Nowak also failed to record with the Warren County Clerk the deed transferring the property from defendant Cichy to defendant Salvemini and the notes and mortgages that defendant Salvemini executed in connection with the two

loans. By failing to record these documents, defendant Nowak deprived Lancaster the lien position it would have held if the documents were recorded and effectively concealed the loan from subsequent lenders.

32. On or about December 28, 2006 – the day after the closing of this fraudulent transaction – defendant Cichy wrote defendant Salvemini a \$10,000 check from Global Builders account which was defendant Salvemini’s payment for acting as the straw buyer in the transaction.
33. The mortgages for the First and Second Salvemini Loans eventually went into default for non-payment and on or about March 23, 2009, Lancaster caused a claim to be filed with Stewart Title seeking title insurance coverage.

#### **Fraudulent Transaction No. 4 – Salvemini’s Refinance of 157 Pequest Drive**

34. In or before May 2007, defendants Nowak and Cichy recruited defendant Salvemini to fraudulently refinance the First and Second Salvemini Loans that he had obtained less than five months earlier so that they could fraudulently obtain additional money from a different mortgage lender. As described below, defendant Salvemini agreed to do so and was again paid for his role in the transaction.
35. As part of this fraudulent transaction, Defendant Salvemini applied for and received a \$637,500 mortgage loan (“Third Salvemini Loan”) from National City Mortgage (“National”). In order to obtain the Third Salvemini Loan, defendant Salvemini submitted a number of fraudulent documents to National.
36. Of note, on or about March 18, 2007, Defendant Salvemini submitted an “Owner’s Affidavit and Financial Status” form that was notarized by defendant Nowak and that stated that defendant Salvemini “now occupied the subject property.” This affidavit was false because defendant Salvemini was living at 76 Mount Cedar and defendants Nowak and Cichy were living at 157 Pequest.
37. Despite living at 76 Mount Cedar, defendant Salvemini submitted to National a fraudulent residential lease agreement dated March 1, 2007 that made it appear that he had rented 76 Mount Cedar to T.K. and E.K. for approximately \$2,850 a month. T.K. and E.K., who are related to defendant Salvemini through marriage and who live in Carteret, New Jersey, never signed a lease agreement with defendant Salvemini nor did they ever live at 76 Mount Cedar.
38. Defendant Salvemini also submitted to National a letter dated April 19, 2007 that stated “[t]he reason for the cash out on this mortgage is to start saving towards my retirement.” This letter was also false because as described below, defendant Salvemini did not receive the proceeds of this loan – defendants Nowak and Cichy did.

39. Based in part on the fraudulent statements and documents described above, National approved and agreed to fund the Third Salvemini Loan. The closing of the transaction took place on or about May 23, 2007 and again, defendant Nowak acted as the settlement agent.
40. Like the previous transactions described above, the HUD-1 defendant Nowak prepared or caused to be prepared misrepresented the true nature of the transaction. The HUD-1 stated that with the approximately \$637,500 of proceeds from the loan, approximately \$505,556 was used to pay off the First Salvemini Loan, approximately \$70,097 was used to pay off the Second Salvemini loan, and approximately \$38,353 was paid to defendant Salvemini.
41. On or about May 24, 2007, National funded the loan by wire transferring approximately \$637,530 into the A.N. Title Commerce Account. With these funds, defendant Nowak did not pay off either the First or the Second Salvemini Loans nor did she pay defendant Salvemini what the HUD-1 claimed he received. Instead, defendant Nowak used the vast majority of the money, approximately \$539,446, to pay off a separate mortgage that defendant Salvemini had no connection to and then wrote checks for the majority of the remainder of the funds to herself, defendant Cichy, and Global Builders which, as described below, were then used to support defendant Cichy's construction business and to pay for various personal expenses.
42. In addition to fraudulently converting the vast majority of the proceeds of the Third Salvemini Loan, defendant Nowak also failed to record with the Warren County Clerk the note and mortgage that defendant Salvemini executed in connection with this transaction. By failing to record these documents, defendant Nowak deprived National of the lien position it would have held if the documents were recorded and effectively concealed the loan from subsequent lenders.
43. On or about June 6, 2007 – approximately two weeks after the closing of this fraudulent transaction – defendant Cichy wrote defendant Salvemini a \$7,500 check from his personal account which was defendant Salvemini's payment for his role in the transaction.
44. The mortgage for the Third Salvemini Loan eventually went into default for non-payment and in or about January 2009, National caused a claim to be filed with Stewart Title seeking title insurance coverage.

**Fraudulent Transaction No. 5 – Cichy's Refinance of 157 Pequest Drive**

45. Despite purportedly having sold 157 Pequest to defendant Salvemini in or about December 2006 and never having repurchased the property from him, defendant Cichy

fraudulently obtained another mortgage loan on that property on or about November 16, 2007.

46. As part of this fraudulent transaction, defendant Cichy applied for and received a mortgage loan from Chase Bank ("Chase") in the approximate amount of \$573,000 ("Second Cichy Pequest Loan"). In order to obtain this loan, defendant Cichy submitted a loan application on or about November 16, 2007 that claimed that 157 Pequest was his primary residence, that he made approximately \$23,000 per month, and that he had acquired the property in 2004. Defendant Cichy failed to state on this loan application or any other document submitted to obtain this loan that he had purportedly sold the property in 2006 to defendant Salvemini.
47. In addition to his loan application, defendant Cichy also submitted to Chase a letter from defendant Salvemini which was written on Financial Opinions letterhead. In that letter, defendant Salvemini claimed to be defendant Cichy's accountant and stated that Mr. Cichy had "been self-employed as owner of Global Builders, LLC since February 15, 2005."
48. The closing of this transaction took place on or about November 16, 2007, and again, defendant Nowak acted as the settlement agent. Like she had in the previous transactions described above, defendant Nowak prepared or caused to be prepared a fraudulent HUD-1 that misrepresented the true nature of the transaction. The HUD-1 indicated that with approximately \$530,369 of the approximately \$573,000 lent by Chase, defendant Nowak paid off the First Salvemini Pequest Loan. In fact, however, that payment was never made and the First Salvemini Pequest Loan was never paid off.
49. In this transaction Defendant Nowak again failed to record with the Warren County Clerk the note and mortgage that defendant Cichy executed. By failing to record these documents, defendant Nowak deprived Chase of the lien position it would have held if the documents were recorded and effectively concealed the loan from subsequent lenders.
50. The mortgage for the Second Cichy Pequest Loan eventually went into default for non-payment and on or about January 9, 2009, Chase caused a claim to be filed with Stewart Title seeking title insurance coverage.

#### Defendants Nowak's and Cichy's Use of the Proceeds of their Fraud

51. A review of a number of defendant Nowak's and defendant Cichy's bank accounts into which some of the proceeds of the fraud went show that over a million dollars was spent to support defendant Cichy's construction business and to pay for personal expenses, such as multiple automobiles including a Mercedes Benz, multiple trips to Aruba, a trip to Poland, furniture, clothing, and purchases on QVC and Home Shopping Network.