

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA :
 : Hon.
 :
 v. : Crim. No. 10-
 :
 TAYA ROMANO : 18 U.S.C. § 1341 & § 2
 (f/k/a "Taya Waldon") :
 :

I N F O R M A T I O N

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

1. At all times relevant to this Information:

a. Defendant TAYA ROMANO (f/k/a "Taya Waldon") possessed a real estate license and was self-employed in the fields of property development, construction and management. Defendant TAYA ROMANO had been employed as a "loan consultant" at Washington Mutual Bank until she was terminated in or about May, 2007. Defendant TAYA ROMANO resided in Ridgewood, New Jersey.

b. Co-schemer Elizabeth Labruna was a title agent who owned and operated a real estate title agency located in Hackensack, New Jersey. Co-schemer Elizabeth Labruna also acted as a settlement agent to preside over the closings of real estate transactions. As the settlement agent, co-schemer Elizabeth

Labruna was responsible for ensuring that a United States Housing and Urban Development Settlement Statement (or "HUD-1") accurately reflected the receipts and disbursements of funds that occurred upon closing, collecting and disbursing all funds listed on the HUD-1, and mailing out documentation to mortgage lenders that accurately reflected the transactions that occurred upon closing. Co-schemer Elizabeth Labruna was required by lenders to submit a preliminary HUD-1 for the lenders' approval prior to closing and was not permitted to make changes to the HUD-1 without the lenders' approval.

c. Countrywide Bank FSB and Wells Fargo N.A. were mortgage lenders headquartered in Virginia and California, respectively, with offices throughout New Jersey. Countrywide Bank FSB and Wells Fargo N.A. were financial institutions whose deposits were insured by the Federal Deposit Insurance Corporation.

d. NJ Lenders Corp. was a mortgage lender headquartered in New Jersey with offices throughout New Jersey.

The Scheme

2. From in or about December 2007 to in or about June 2008, in Bergen County, in the District of New Jersey, and elsewhere, defendant

TAYA ROMANO
(f/k/a "Taya Waldon")

and other co-schemers knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud and to obtain

money and property from mortgage lenders by means of materially false and fraudulent pretenses, representations and promises, to wit, by engaging in a fraudulent mortgage loan "down payment assistance scheme" in which defendant TAYA ROMANO provided the buyers' down payments on properties without disclosing to lenders that the seller had provided the buyers' down payments, all in order to obtain profits from the sale of real estate for defendant TAYA ROMANO and settlement agent fees from the closing of real estate transactions for co-schemer Elizabeth Labruna.

The Means and Methods

3. Among the means and methods employed by defendant TAYA ROMANO and her co-schemers to carry out the scheme and effect its unlawful object were those set forth in paragraphs (a) through (i) below.

a. Defendant TAYA ROMANO and her co-schemers acquired distressed real estate properties that they would sell to buyers by providing the buyers' down payments out of mortgage loan proceeds without disclosing to the mortgage lenders that the seller had provided these down payments. The fraudulently obtained mortgage loans then would be used to pay defendant TAYA ROMANO when she sold properties at inflated prices to the buyers.

b. Defendant TAYA ROMANO recruited buyers by falsely telling them, among other things, that she would arrange for the buyers to obtain legitimate, "no money down" loans to finance the full purchase price of the properties.

c. In order to secure financing for the buyers, defendant TAYA ROMANO and her co-schemers would prepare for the buyers a Uniform Residential Loan Application which generally included the following false statements: (i) that the buyers possessed funds available for the down payments when, in fact, the buyers possessed no such funds; and (ii) that the buyers intended to use funds from their checking or savings accounts to make the down payments when, in fact, the buyers possessed no such accounts and had no intention of presenting the full down payments. Also as part of the scheme, defendant TAYA ROMANO and her co-schemers provided false financial information, such as falsified bank account statements, to mortgage lenders on behalf of the buyers.

d. Defendant TAYA ROMANO used Limited Liability Corporations ("LLCs"), which she owned and controlled, to purchase and sell properties, and to hold bank accounts into which proceeds of the scheme were deposited. These LLC's included "Done Wall LLC" and "Merchant Street LLC."

e. In reliance on false preliminary HUD-1's, the false loan applications, and supporting documentation, the lenders would wire the buyers' loan funds to the title agency of co-schemer Elizabeth Labruna.

f. At the direction of defendant TAYA ROMANO, co-schemer Elizabeth Labruna would reduce the sales proceeds due to

defendant TAYA ROMANO at closing by the amounts required as the down payments from the buyers.

g. Defendant TAYA ROMANO and her co-schemers would falsify the HUD-1 to incorrectly reflect that the buyers had provided the down payments at closing when, in fact, defendant TAYA ROMANO and/or another co-schemer had provided the down payments.

h. Upon closing of the transactions, and in order to conceal the true nature of the closing transaction, co-schemer Elizabeth Labruna would send or cause to be sent the false HUD-1, the false loan applications, and other supporting documentation via private and commercial interstate carrier to the lenders.

i. Defendant TAYA ROMANO and her co-schemers engaged in substantially the same fraudulent "down payment assistance scheme" with respect to the property transactions and loans indicated in the table below.

Closing Date	Property	Lender	Loan Amount
Dec. 5, 2007	35 Highland Ave. Paterson NJ	NJ Lenders Corp.	\$280,000
Dec. 20, 2007	188 Governor St. Paterson, NJ	Wells Fargo N.A.	\$405,000
Dec. 27, 2007	161 N. 3 rd St. Paterson, NJ	Wells Fargo N.A.	\$360,000
Jan. 15, 2008	205 Governor St. Paterson, NJ	NJ Lenders Corp.	\$405,000
Jan. 25, 2008	3 9 th Ave. East Orange, NJ	Countrywide Bank FSB	\$240,000
Jan. 31, 2008	237 Franklin St. Paterson, NJ	Countrywide Bank FSB	\$340,000
Feb. 15, 2008	8 Barnert Place Paterson, NJ	NJ Lenders Corp.	\$340,000
Feb. 28, 2008	353 Hamilton Ave. Paterson, NJ	Countrywide Bank FSB	\$340,000
Apr. 16, 2008	158-160 Governor St. Paterson, NJ	Countrywide Bank FSB	\$382,500
May 1, 2008	156-158 Governor St. Paterson, NJ	NJ Lenders Corp.	\$405,000
May 7, 2008	154-156 Governor St. Paterson, NJ	Countrywide Bank FSB	\$403,750
June 6, 2008	199 Governor St. Paterson, NJ	Countrywide Bank FSB	\$423,000
June 10, 2008	58-60 N. 4 th St. Paterson, NJ	Countrywide Bank FSB	\$405,000

4. As a result of the scheme, defendant TAYA ROMANO received substantial amounts in illicit proceeds from the sale of properties.

5. Also as a result of the scheme, borrowers whom defendant TAYA ROMANO recruited as buyers defaulted on their mortgage payments. The scheme adversely affected Countrywide

Bank FSB and Wells Fargo N.A. in that, as financial institutions, the scheme jeopardized their ability to collect on mortgage loans and substantially increased their risk of loss from such mortgage loans.


The Use of an Interstate Carrier

6. On or about February 28, 2008, in Bergen County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud described above, defendant

TAYA ROMANO
(f/k/a "Taya Waldon")

knowingly and intentionally deposited and caused to be deposited certain matters and things, namely, false and fraudulent closing documents with respect to the sale of 353 Hamilton Ave., Paterson, New Jersey, including a false and fraudulent HUD-1 and Uniform Residential Loan Application, to be sent and delivered to Countrywide Bank by private and commercial interstate carrier, namely, Federal Express.

In violation of Title 18, United States Code, Section 1341 and Section 2.


PAUL J. FISHMAN
United States Attorney

CASE NUMBER: _____

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

TAYA ROMANO
(f/k/a "Taya Waldon")

INFORMATION FOR

18 U.S.C. § 1341 & § 2

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