MEB/SUE/USAO2009R01460

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon. Stanley R. Chesler
v.	:	
	:	Crim. No. 10-633
ANIA NOWAK and	:	
ZBIGNIEW CICHY	:	18 U.S.C. § 1343
	:	18 U.S.C. § 1349
	:	18 U.S.C. § 2

S U P E R S E D I N G I N D I C T M E N T

The Grand Jury in and for the District of New Jersey, sitting at Newark, charges:

COUNT ONE
(Conspiracy to Commit Wire Fraud)

1. At all times relevant to this Indictment:

a. 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, whom she married in Poland at some point in or about 2005. Defendant NOWAK owned and operated A.N. Title Agency, LLC ("A.N. Title"), a small real estate title company.

b. 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.

c. Kim Salvemini, who is named as a co-conspirator but not as a defendant herein, lived at 76 Mount Cedar Avenue,

Wallington, New Jersey ("76 Mount Cedar"). Salvemini worked as a mortgage broker at Assured Lending Corporation ("Assured Lending") in Englewood, New Jersey.

The Conspiracy

2. From in or about March 2005 to in or about December 2007, in Bergen and Warren Counties, in the District of New Jersey, and elsewhere, defendants

ANIA NOWAK and
ZBIGNIEW CICHY

did knowingly and intentionally conspire and agree with each other, Salvemini and others to use wire communications in interstate commerce for the purpose of executing a scheme and artifice to defraud mortgage lenders and to obtain money from mortgage lenders by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1343.

Object of the Conspiracy

3. The object of the conspiracy was for defendants ANIA NOWAK, ZBIGNIEW CICHY and their co-conspirators to obtain money from mortgage lenders by engaging in numerous fraudulent real estate transactions in which they abused defendant NOWAK's position as a title and settlement agent to facilitate the defendants' conversion of the loan proceeds to their own improper use.

Methods and Means of the Conspiracy

4. It was a part of the conspiracy that defendants ANIA NOWAK, ZBIGNIEW CICHY and others conducted multiple fraudulent transactions related to 471 Union and 157 Pequest.

5. It was a further part of the conspiracy that defendants NOWAK and CICHY entered into a fraudulent sale of 471 Union from defendant NOWAK to defendant CICHY so that defendant CICHY could thereafter obtain multiple mortgage loans on the property.

6. It was a further part of the conspiracy that defendants NOWAK and CICHY caused defendant CICHY to obtain multiple loans on 157 Pequest based on fraudulent loan applications and other documents that contained, among other things, materially false statements about defendant CICHY's income and assets.

7. It was a further part of the conspiracy that defendants NOWAK and CICHY recruited third parties with good credit scores (the "Straw Borrowers"), like Kim Salvemini and H.S., to obtain loans on 157 Pequest even though they never owned the property. In order to induce mortgage lenders to lend money to the Straw Borrowers, defendants NOWAK, CICHY and others submitted and caused to be submitted fraudulent documents to the lenders that made it appear that the Straw Borrowers owned or were purchasing 157 Pequest.

8. It was a further part of the conspiracy that defendants NOWAK, CICHY and others created and submitted to mortgage lenders fraudulent loan applications in the Straw Borrowers' names that contained materially false personal and financial information

about the borrowers, such as their employment history, income, assets, and intention to reside in 157 Pequest as their primary residence, upon which the mortgage lenders relied when deciding whether to approve the loans.

9. It was a further part of the conspiracy that defendant NOWAK acted as the settlement agent at the closings of the fraudulent transactions and failed to repay prior mortgages with new money lent by lenders even though that was a requirement for the new loans. It was a further part of the conspiracy that defendant NOWAK created and submitted to mortgage lenders fraudulent HUD-1 settlement statements ("HUD-1s") that falsely stated, among other things, that she had used the proceeds of new loans to repay prior loans when, in fact, she had not.

10. It was a further part of the conspiracy that defendant NOWAK failed to record with the county clerk the documents executed as part of the fraudulent transactions that affect title of a property such as the mortgage and the deed. By failing to record these documents, defendant NOWAK deprived lenders of the lien position they would have held if the documents were recorded, and effectively concealed the non-recorded loan from subsequent lenders.

11. It was further part of the conspiracy that defendants NOWAK, CICHY and others used the money lent by lenders in connection with the fraudulent transactions to, among other things, pay the monthly payments on the fraudulent loans they had

taken out so that the lenders would not discover their fraudulent scheme; pay for various construction expenses; and pay for various personal expenditures, including but not limited to, payments for vacations, a high-end Mercedes Benz, furniture, clothing, pet supplies, and merchandise from the Home Shopping Network and QVC.

12. As a result of this conspiracy, defendants NOWAK, CICHY and others caused mortgage lenders to fund at least seven fraudulent loans worth more than $3.6 million.

Specific Transactions

13. It was a further part of the conspiracy that defendants ANIA NOWAK, ZBIGNIEW CICHY and others committed and caused to be committed the following acts in connection with the following transactions:

Transaction 1 - Defendant Nowak's Fraudulent Sale of 471 Union to Defendant Cichy

a. 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. While defendant NOWAK owned the property, at least as early as 2003, defendants NOWAK and CICHY lived together at 471 Union.

b. In order for defendant CICHY to be able to obtain a mortgage loan on 471 Union, defendants NOWAK and CICHY executed two fraudulent real estate contracts in 2005 that made it appear that defendant NOWAK contracted to sell 471 Union to defendant CICHY for $525,000.

c. On or about March 17, 2005, defendants NOWAK and CICHY, and others submitted and caused to be submitted to Argent Mortgage Company ("Argent") a loan application in defendant CICHY's name (the "First Cichy Union Loan Application") that sought an approximately $420,000 loan (the "First Cichy Union Loan"). Despite the fact that defendant CICHY had been living at 471 Union since at least as early as 2003, the First Cichy Union Loan Application falsely stated that defendant CICHY had lived at an address in Wallington, New Jersey for the previous three years. A verification of rent was also submitted to Argent that falsely stated that defendant CICHY had rented the same Wallington, New Jersey property for the previous three years. At no time did defendant CICHY or defendant NOWAK disclose to Argent that defendant CICHY had actually lived at 471 Union since at least as early as 2003. Nor did defendants CICHY and NOWAK disclose that the transaction was not an arms-length transaction due to their personal relationship. Based in part on the fraudulent First Cichy Union Loan Application and supporting documentation, Argent approved and agreed to fund the First Cichy Union Loan.

d. The closing of this transaction took place on or about April 29, 2005. At the closing, a HUD-1 was prepared which defendant NOWAK signed as the seller, defendant CICHY signed as the borrower and "K.M." - purportedly an agent of defendant NOWAK's title company - signed as the settlement agent. The HUD-1

reflected the receipt of approximately $420,000 from the First Cichy Union Loan. The HUD-1 also falsely stated that defendant CICHY paid a $26,250 deposit and an additional approximately $92,981 to defendant NOWAK at the closing. In fact, defendant CICHY paid no money in connection with this transaction. The HUD-1 also indicated that after the payment of various fees, defendant NOWAK was to receive approximately $493,784.

e. On or about April 29, 2005, Argent caused a wire transfer of $423,414 into A.N. Title's bank account at Bank of America in Pinebrook, New Jersey (the "First A.N. Title Bank of America Account").

f. The deed and mortgage that defendant CICHY executed in connection with the transaction were never recorded as required with the Bergen County Clerk. After the closing of the transaction, defendants Nowak and Cichy for a period of time made monthly payments on the mortgage in order to keep the loan current and avoid detection of the scheme. One of those payments, in the amount of approximately $3,880, was made by wire transfer on or about March 18, 2008 from A.N. Title's bank account at PNC bank in New Jersey (the "A.N. Title PNC Bank Account") to a bank account Countrywide Home Mortgage, the entity that serviced the First Cichy Union Loan, controlled in Texas. The First Cichy Union Loan subsequently went into default for non-payment.

g. On or about June 28, 2005, approximately two months after the closing of the First Union Loan transaction pursuant to which defendant NOWAK purportedly sold 471 Union to defendant CICHY, defendant NOWAK filed for bankruptcy protection. As part of her bankruptcy petition, defendant NOWAK submitted a sworn statement dated May 24, 2005 that stated that she was the 100 percent owner of 471 Union.

h. On or about September 3, 2009, defendant NOWAK again filed for bankruptcy protection. On or about September 21, 2009, she submitted a sworn statement in connection with this bankruptcy petition, again claiming that she was the 100 percent owner of 471 Union, notwithstanding her purported sale of 471 Union to defendant CICHY more than four years earlier.

Transaction 2 - Construction Loan for 157 Pequest

i. On or about November 15, 2004, defendant CICHY purchased 157 Pequest, which at the time was a vacant lot, for approximately $150,000 from D.B. and a deed was recorded with the Warren County Clerk reflecting the purchase.

j. Despite no documents ever being recorded with the Warren County Clerk evidencing the sale of 157 Pequest from defendant CICHY to Straw Borrower H.S., on or about May 22, 2005, H.S. applied for a construction loan on 157 Pequest from interState Net Bank ("Interstate") for approximately $560,000 (the "H.S. Loan"). In order to obtain this loan, a fraudulent loan application (the "H.S.

Loan Application") was submitted to Interstate on H.S.'s behalf that falsely stated, among other things, that H.S. had worked at A.N. Title as a sales manager for approximately three years and made approximately $9,800 per month in that position. In fact, H.S. never worked at A.N. Title.

k. Based in part on the false statements contained in the H.S. Loan Application and supporting documentation, Interstate approved and agreed to fund the H.S. Loan in a number of installments to be made as work on 157 Pequest progressed. The closing of this transaction took place on or about July 28, 2005, and defendant NOWAK acted as the settlement agent at the closing. In total, Interstate funded the construction loan in seven separate wire transfers to A.N. Title bank accounts totaling approximately $528,160. The first wire transfer was made on or about September 14, 2005 and the last on or about December 21, 2006.

l. Despite being obligated to do so, defendant NOWAK failed to record with the Warren County Clerk the mortgage that H.S. executed in connection with this transaction.

Transaction 3 - Defendant CICHY's Refinance of 471 Union

m. On or about November 21, 2005, just months after fraudulently obtaining the First Cichy Union Loan, defendants NOWAK, CICHY and others submitted and caused to be submitted to Fremont Investment and Loan ("Fremont") a loan application in defendant

CICHY's name (the "Second Cichy Union Loan Application") that sought to refinance the First Cichy Union Loan.

n. On or about November 25, 2005, an appraisal company issued an appraisal of 471 Union (the "471 Union Appraisal") that appraised the value of the property to be approximately $550,000.

o. Fremont approved defendant CICHY for a $495,000 mortgage loan (the "Second 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.

p. At the closing, defendant NOWAK prepared or caused to be prepared a HUD-1 that reflected the receipt of the Second Cichy Union Loan of approximately $495,000. The HUD-1, signed by defendant CICHY as borrower and defendant NOWAK as settlement agent, stated that defendant NOWAK used $417,450 of this money to repay the First Cichy Union Loan. The HUD-1 also stated that, after the payment of various fees, defendant CICHY received the balance of approximately $63,743.

q. 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 from California to a different A.N. Title bank account at Bank of America in Pinebrook, New Jersey (the "Second A.N. Title Bank of America Account"). After receiving the proceeds of the loan, defendant NOWAK failed to repay the First Cichy Union Loan, contrary to what was stated on the HUD-1. Instead, after paying various fees,

defendant NOWAK transferred the majority of the proceeds of the loan to a bank account that she controlled which she then used to pay off an unrelated loan that was not disclosed on the HUD-1.

r. Despite being obligated to do so, defendant NOWAK also failed to record with the Bergen County Clerk the mortgage that defendant CICHY executed in connection with the transaction. The Second Cichy Union Loan subsequently went into default for non-payment.

Transaction 4 - Defendant CICHY Obtains a Loan on 157 Pequest

s. Despite H.S. having obtained the H.S. Loan in or about July 2005 as the purported owner of 157 Pequest, in or about August 2006, defendants NOWAK, CICHY and others submitted and caused to be submitted to Encore Credit Corp. ("Encore") a loan application in defendant CICHY's name that sought an approximately $525,000 mortgage loan (the "Cichy Pequest Loan Application"). The Cichy Pequest Loan Application falsely stated, among other things, that defendant CICHY made approximately $15,000 per month. Additionally, despite the 471 Union Appraisal which was submitted less than one year earlier in support of the Second Cichy Union Loan that appraised the value of the property to be approximately $525,000, the Cichy Pequest Loan Application falsely stated that 471 Union's present market value was approximately $950,000. Furthermore, despite purportedly repaying the First Cichy Union Loan with the Second Cichy Union Loan, the Cichy

Pequest Loan Application listed both loans as current obligations that totaled approximately $909,562.

t. Based in part on the false and fraudulent Cichy Pequest Loan Application and supporting documentation, Encore approved defendant CICHY to receive a $525,000 mortgage loan (the "First Cichy Pequest Loan"). The closing of this transaction took place on or about August 18, 2006. Defendant NOWAK again acted as the settlement agent at the closing. At the closing, defendant NOWAK prepared or caused to be prepared a HUD-1, signed by defendant CICHY as borrower and defendant NOWAK as settlement agent, 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.

u. Encore did not fund the loan until on or about August 22, 2006, approximately four days after the closing, when Encore wire transferred approximately $521,318 from New York to the Second 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. Defendants NOWAK and CICHY then used those funds to pay various personal and construction-related expenses.

v. Despite being obligated to do so, defendant NOWAK also failed to record with the Warren County Clerk the mortgage that

defendant CICHY executed in connection with the transaction. The mortgage for the First Cichy Pequest Loan eventually went into default for non-payment.

Transaction 5 - Defendant CICHY's Fraudulent Sale of 157 Pequest to Salvemini

w. In or before December 2006, defendant NOWAK recruited Kim Salvemini to act as a Straw Borrower and to obtain a mortgage loan on 157 Pequest, which was at that time or shortly thereafter defendants NOWAK's and CICHY's primary residence. To that end, on or about December 8, 2006, defendant NOWAK caused defendant CICHY and Salvemini to execute a fraudulent contract of sale whereby defendant CICHY was to sell 157 Pequest to Salvemini for $750,000. The contract of sale provided that, at the contract's signing, Salvemini was to pay a $75,000 deposit to defendant CICHY. In fact, Salvemini never paid that deposit or any money whatsoever in connection with this fraudulent transaction.

x. As part of this transaction, on or about December 27, 2006, defendants NOWAK and CICHY, Salvemini and others submitted and caused to be submitted to Lancaster Mortgage Bankers LLC ("Lancaster") a loan application in Salvemini's name (the "Salvemini Loan Application") that sought two mortgage loans - one for approximately $500,000 (the "First Salvemini Loan") and the second for approximately $71,500 (the "Second Salvemini Loan").

y. The Salvemini Loan Application falsely stated, among other things, that Salvemini had paid a $75,000 deposit and that 157 Pequest was going to be his primary residence. An "Occupancy and Financial Statement Affidavit" that falsely stated that Salvemini either currently occupied or would occupy 157 Pequest within 60 days, which defendant NOWAK notarized, was submitted to Lancaster. Based in part on the fraudulent Salvemini Loan Application and supporting documentation, 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.

z. 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 (the "First Salvemini HUD-1"), which defendant CICHY signed as the seller, Salvemini signed as the borrower and defendant NOWAK signed as the settlement agent, reflected the receipt of approximately $500,000 from the First Salvemini Loan and approximately $70,711 from the Second Salvemini Loan. The First Salvemini HUD-1 also falsely stated that Salvemini paid a $75,000 deposit and an additional approximately $119,873 to defendant CICHY at the closing. The First Salvemini HUD-1 also indicated that, using the proceeds of the two loans and the money that Salvemini purportedly had paid, defendant NOWAK paid the approximate $524,798 outstanding

balance of the First Cichy Pequest Loan and, after the payment of various fees, transferred the balance of approximately $143,485.78 to defendant CICHY.

aa. On or about December 27, 2006, Lancaster caused two wire transfers - one for approximately $505,523 and the second for approximately $71,011 - to be made from Massachusetts into A.N. Title's bank account at Commerce Bank in Maywood, New Jersey ("A.N. Title Commerce Bank Account"). Defendant NOWAK never repaid the First Cichy Pequest Loan as required, and as set forth on the First Salvemini HUD-1. Instead, after paying various fees, defendant NOWAK transferred more than $200,000 of the proceeds of the First and Second Salvemini Loans by check to herself, defendant CICHY, and Global Builders, which defendants NOWAK and CICHY then used to pay their various personal and construction-related expenses.

bb. On or about December 28, 2006 - the day after the closing of this fraudulent transaction - defendant NOWAK gave Salvemini a $10,000 check from the Global Builders account, which was Salvemini's payment for acting as the Straw Borrower in the transaction.

cc. Despite being obligated to do so, defendant NOWAK failed to record with the Warren County Clerk the deed transferring the property from defendant CICHY to Salvemini. Defendant NOWAK also failed to record the mortgages that Salvemini executed in

connection with the two loans. The mortgages for the First and Second Salvemini Loans eventually went into default for non-payment.

Transaction 6 - Salvemini's Refinance of 157 Pequest

dd. Approximately six months after obtaining the First and Second Salvemini Loans, in or about May 2007, defendants NOWAK and CICHY, Salvemini and others applied in Salvemini's name for a mortgage loan valued at approximately $637,500 (the "Third Salvemini Loan") from National City Mortgage ("National"), purportedly to refinance the First and Second Salvemini Loans. In order to obtain the Third Salvemini Loan, defendants NOWAK and CICHY, Salvemini, and others submitted a number of fraudulent documents to National, including:

i. an "Occupancy Affidavit and Financial Status" form that was notarized by defendant NOWAK and that stated that Salvemini "now occup[ied] the subject property." This affidavit was false because Salvemini was living at 76 Mount Cedar and defendants NOWAK and CICHY were living at 157 Pequest;

ii. a fraudulent lease agreement dated March 1, 2007 that falsely stated that Salvemini had rented 76 Mount Cedar to "T.K." and "E.K." for one year at approximately $2,850 a month. T.K. and E.K., who are related to Salvemini through marriage and live in Carteret, New Jersey, never signed a lease agreement with Salvemini nor did they ever live at 76 Mount Cedar; and

iii. a one-sentence letter from Salvemini dated April 19, 2007, that stated "[t]he reason for the cash out on this mortgage is to start saving towards my retirement." As described below, however, Salvemini did not receive the proceeds of this loan - defendants NOWAK and CICHY did.

ee. Based in part on these false and fraudulent documents, National approved and agreed to fund the Third Salvemini Loan. The closing of the transaction took place on or about May 18, 2007 and defendant NOWAK again acted as the settlement agent. At the closing, defendant NOWAK prepared or caused to be prepared a HUD-1 signed by Salvemini as borrower and defendant NOWAK as settlement agent that reflected the receipt of approximately $637,500 from National, approximately $505,556 to repay the First Salvemini Loan, approximately $70,097 to repay the Second Salvemini loan, and approximately $38,353 to be paid to Salvemini.

ff. While the closing of the transaction took place on or about May 23, 2007, National did not fund the loan until on or about May 24, 2007 when it wire transferred approximately $637,530 from ~~Ohio~~ Indiana into the A.N. Title Commerce Bank Account. With these funds, defendant NOWAK did not repay either the First or the Second Salvemini Loans, nor did she pay Salvemini what the HUD-1 claimed he received. Instead, defendant NOWAK used the vast majority of the money, approximately $539,446, to repay the H.S. Loan. Defendant NOWAK transferred approximately $20,000 of

the remaining money by way of check to defendant CICHY. Defendant CICHY used those funds to pay various personal and construction-related expenses.

gg. On or about June 6, 2007 - approximately two weeks after the closing of this fraudulent transaction - defendant NOWAK gave Salvemini a $7,500 check written from defendant CICHY's personal account, for Salvemini's participation in the transaction.

hh. Despite being obligated to do so, defendant NOWAK failed to record with the Warren County Clerk the mortgage that Salvemini executed in connection with this transaction. The mortgage for the Third Salvemini Loan eventually went into default for non-payment.

Transaction 7 - Defendant CICHY's Refinance of 157 Pequest

ii. Despite purportedly having sold 157 Pequest to Salvemini in or about December 2006 and never having repurchased the property from him, defendant CICHY fraudulently obtained another mortgage loan on 157 Pequest on or about November 16, 2007. As part of this fraudulent transaction, defendants NOWAK and CICHY, and others, submitted and caused to be submitted to Chase Bank ("Chase") a loan application in defendant CICHY's name (the "Second Cichy Pequest Loan Application") that sought an approximately $573,000 mortgage loan (the "Second Cichy Pequest Loan"). The Second Cichy Pequest Loan Application contained a number of false statements and material omissions, including the false claim that defendant CICHY

made approximately $23,000 per month and the intentional omission of defendant CICHY's purported sale of the property in 2006 to Salvemini.

jj. Based in part on the false and fraudulent Second Cichy Pequest Loan Application and supporting documentation, Chase approved defendant CICHY for a $573,000 mortgage loan and the closing of this transaction took place on or about November 16, 2007. Defendant NOWAK again acted as the settlement agent at the closing.

kk. At the closing, defendant NOWAK prepared or caused to be prepared a fraudulent HUD-1 that misrepresented the true nature of the transaction. The HUD-1, which defendant CICHY signed as borrower and defendant NOWAK signed as settlement agent, indicated that, with approximately $530,369 of the approximately $573,000 Chase loan, defendant NOWAK repaid the First Salvemini Pequest Loan. On or about November 21, 2007, Chase funded the Second Cichy Pequest Loan by wiring approximately $570,551 from a bank account outside of New Jersey to the A.N. Title PNC Bank Account. With this money, defendant NOWAK never repaid the First Salvemini Pequest Loan as the HUD-1 indicated. Instead, after paying various fees, defendant NOWAK transferred over $100,000 by check and wire transfer to herself, defendant CICHY, and Global Builders. Defendants NOWAK and CICHY then used those funds to pay for their personal expenses.

11. Despite being obligated to do so, defendant NOWAK failed to record with the Warren County Clerk the mortgage that defendant CICHY executed in connection with this transaction. The mortgage for the Second Cichy Pequest Loan eventually went into default for non-payment.

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

COUNTS TWO THROUGH SEVEN
(Wire Fraud)

1. The allegations set forth in paragraphs 1 and 4 through 13 of Count One of this Indictment are realleged as if set forth in full herein.

2. On or about the dates listed below, in Bergen and Warren Counties, in the District of New Jersey, and elsewhere, defendants

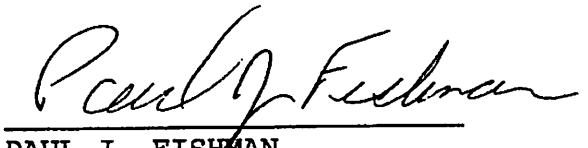
ANIA NOWAK and
ZBIGNIEW CICHY

having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly and intentionally transmit and cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, signals, and sounds, namely the wire transfers described below, for the purpose of executing such scheme and artifice:

Count	Date	Loan	Summary of Wire Transmission
2	2/1/06	Second Cichy Union Loan	Approximately $498,876 of loan proceeds wire transferred from California to the Second A.N. Title Bank of America Account in New Jersey
3	8/22/06	First Cichy Pequest Loan	Approximately $521,318 of loan proceeds wire transferred from New York to the Second A.N. Title Bank of America Account in New Jersey
4	12/27/06	First Salvemini Loan	Approximately $505,523 of loan proceeds wire transferred from Massachusetts to the A.N. Title Commerce Account in New Jersey
5	5/24/07	Third Salvemini Loan	Approximately $637,530 of loan proceeds wire transferred from ~~Ohio~~ Indiana to the A.N. Title Commerce Bank Account in New Jersey
6	11/21/07	Second Cichy Pequest Loan	Approximately $570,551 of loan proceeds wire transferred from outside New Jersey to the A.N. Title PNC Bank Account in New Jersey
7	3/18/08	First Cichy Union Loan	Approximately $3,880 loan payment wire transferred from the A.N. Title PNC Bank Account in New Jersey to Texas

In violation of Title 18, United States Code, Section 1343 and Section 2.

A TRUE BILL



PAUL J. FISHMAN
United States Attorney

CASE NUMBER: 10-Cr-633 (SRC)

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

ANIA NOWAK and
ZBIGNIEW CICHY

SUPERSEDING INDICTMENT FOR

18 U.S.C. §§ 1349, 1343 & 2

A True Bill,

Foreperson

PAUL J. FISHMAN
UNITED STATES ATTORNEY
NEWARK, NEW JERSEY

MATTHEW E. BECK/ SHIRLEY U. EMEHELU
ASSISTANT U.S. ATTORNEYS
973-353-6053/6024

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