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F. #2024R00800

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------X

UNITED STATES OF AMERICA

- against -

NICHOLAS DEL FRANCO,
also known as "Nicholas Thomas,"

Defendant.

----------X

INDICTMENT

Cr. No. CR-26 0305
(T. 18, U.S.C., §§ 981(a)(1)(C), 1343, 2 and 3551 et seq.; T. 21, U.S.C., § 853(p); T. 28, U.S.C., § 2461(c))

BROWN, J.

LOCKE, M. J.

THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment, unless otherwise indicated:

I. The Defendant, Relevant Entities and Individuals

1. The defendant NICHOLAS DEL FRANCO, also known as "Nicholas Thomas," was a resident of Newport Beach, California and Bridgewater, New Jersey. DEL FRANCO owned, operated and controlled the following entities, among others: Quattro Capital LLC ("Quattro"), which was headquartered in Murietta, California; and Ares 2811 Corporation ("Ares 2811"), which was headquartered in Old Westbury, New York (collectively, the "DEL FRANCO Entities").

2. Victim-1, an individual whose identity is known to the Grand Jury, was a resident of New Hyde Park, New York.

3. Victim-2, an individual whose identity is known to the Grand Jury, was a resident of Greenville, South Carolina.

4. Victim-3, an individual whose identity is known to the Grand Jury, was a resident of Huntington, New York and Las Vegas, Nevada.

5. Victim-4, an individual whose identity is known to the Grand Jury, was a resident of Colorado Springs, Colorado.

6. Victim-5, an individual whose identity is known to the Grand Jury, was a resident of Middle Village, New York.

7. Victim-6, an individual whose identity is known to the Grand Jury, was a resident of Phoenix, Arizona.

II. The Fraudulent Schemes

8. From approximately November 2023 and the date of this Indictment, the defendant NICHOLAS DEL FRANCO engaged in advance-fee and prepaid interest fraud schemes targeting, as victims, prospective borrowers in search of financing. These victims included businesses, real estate developers and individuals. As part of these schemes, DEL FRANCO falsely claimed to be a legitimate loan broker with access to substantial funding sources and lines of credit, including banks and private lenders, and purported to offer prospective borrowers multi-million dollar loans with highly attractive terms for construction, real estate development and business expansion.

9. In each scheme, the defendant NICHOLAS DEL FRANCO fraudulently induced the victim borrowers to pay him money purported to be advanced fees or prepaid interest before receiving the promised loan. After the prospective borrowers paid the upfront funds as DEL FRANCO directed, however, the loans and access to lines of credit never materialized. Instead, DEL FRANCO stole the money for himself. In total, DEL FRANCO

defrauded the prospective borrowers, including Victim-1, Victim-2, Victim-3, Victim-4, Victim-5 and Victim-6, of more than $5 million in connection with his schemes.

A. The Line of Credit Advance-Fee Scheme

10. Between approximately November 2023 and January 2024, the defendant NICHOLAS DEL FRANCO engaged in a scheme to defraud prospective borrowers, including Victim-1, through a series of misrepresentations and omissions. Specifically, DEL FRANCO falsely claimed to have access to a $100 million line of credit from a specific FDIC-insured financial institution, to which Victim-1 would be given full access in exchange for an upfront escrow payment of $5 million. When Victim-1 informed DEL FRANCO that he did not have sufficient funds for the escrow payment, DEL FRANCO then volunteered to loan Victim-1 the $5 million for the escrow payment, in exchange for a significant upfront payment purporting to represent prepaid interest and fees.

11. It was a further part of the scheme that the defendant NICHOLAS DEL FRANCO then negotiated and entered into a loan agreement between Quattro and a company owned and operated by Victim-1. After executing the loan agreement, Victim-1 wired a $325,468 purported upfront payment from a bank account in New York State to a Quattro bank account in the State of California controlled by DEL FRANCO.

12. Despite the loan agreement and the subsequent payment, Victim-1 did not receive the $5 million loan, nor was he granted access to a $100 million line of credit, as the defendant NICHOLAS DEL FRANCO had promised. Instead, DEL FRANCO stole Victim-1's money for himself.

B. The Family Office Funding Prepaid Interest Scheme

13. Between approximately December 2023 and the date of this Indictment, the defendant NICHOLAS DEL FRANCO engaged in a scheme to defraud at least eight prospective borrowers, including Victim-2, Vicitim-3 and Victim-4, through a series of misrepresentations and omissions. Specifically, DEL FRANCO falsely claimed that he represented a wealthy family whose "family office" was seeking to extend multi-million dollar loans for various projects, including construction and infrastructure projects. DEL FRANCO falsely claimed that the "family office" required, as a condition for extending these loans, borrowers to make an upfront payment of a percentage of the full loan amount as prepaid interest.

14. It was a further part of the scheme that the defendant NICHOLAS DEL FRANCO negotiated and entered into fraudulent loan agreements between Ares 2811, among other DEL FRANCO Entities, and the prospective borrowers including Victim-2, Victim-3 and Victim-4.

15. For example, the defendant NICHOLAS DEL FRANCO negotiated a loan agreement whereby Victim-2, Victim-3 and other prospective borrowers would receive $10 million in funding from the "family office" for a real estate development project. DEL FRANCO further caused the electronic transmission of fraudulent loan agreements to Victim-3 in the State of Nevada. Following the execution of the loan agreements, a $1 million prepaid interest payment from Victim-2 from a bank account in the State of Pennsylvania, was transferred to an Ares 2811 bank account in the State of California controlled by DEL FRANCO.

16. Victim-2, Victim-3 and the other prospective borrowers did not receive the $10 million loan that the defendant NICHOLAS DEL FRANCO had promised them. Instead, DEL FRANCO stole Victim-2's money.

17. In total, the defendant NICHOLAS DEL FRANCO defrauded Victim-2, Victim-3, Victim-4 and other prospective borrowers of more than $3,500,000 in connection with the Family Office Prepaid Interest scheme.

C. The Private Investors Prepaid Interest Scheme

18. Between approximately February 2024 and July 2025, the defendant NICHOLAS DEL FRANCO engaged in a scheme to defraud prospective borrowers, including Victim-5 and Victim-6, through a series of misrepresentations and omissions. Specifically, DEL FRANCO falsely asserted that he represented several wealthy private investors seeking to fund multi-million dollar loans for various projects, including construction and infrastructure projects. DEL FRANCO also falsely asserted that the private investors required, as a condition for extending these loans, borrowers to make an upfront payment of a percentage of the full loan amount as prepaid interest.

19. It was a further part of the scheme that the defendant NICHOLAS DEL FRANCO negotiated and entered into fraudulent loan agreements between Ares 2811 and other entities that DEL FRANCO controlled, and the prospective borrowers, including Victim-5 and Victim-6.

20. For example, after executing a fraudulent loan agreement, whereby Victim-5 would receive $4.32 million in funding from a purported private investor for his business operations, Victim-5 wired approximately $300,000 from a bank account in New York

State to an Ares 2811 bank account in the State of California controlled by the defendant NICHOLAS DEL FRANCO.

21. Victim-5 did not receive the $4.32 million loan. Instead, DEL FRANCO stole Victim-5's money.

22. In total, the defendant NICHOLAS DEL FRANCO defrauded Victim-5, Victim-6 and other borrowers of more than $2.18 million in connection with the Private Investors Prepaid Interest scheme.

COUNT ONE
(Wire Fraud – the Line of Credit Advance Fee Scheme)

23. The allegations contained in paragraphs one through 22 are realleged and incorporated as if fully set forth in this paragraph.

24. In or about and between November 2023 and January 2024, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant NICHOLAS DEL FRANCO, also known as "Nicholas Thomas," together with others, did knowingly and intentionally devise a scheme and artifice to defraud Victim-1 and other prospective borrowers, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, DEL FRANCO did knowingly and intentionally transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, one or more writings, signs, signals, pictures and sounds, to wit: an interstate wire transfer sent in approximately November 2023 from a bank account held by Victim-1 in New Hyde Park, New York to a bank account controlled by DEL FRANCO in the State of California.

(Title 18, United States Code, Sections 1343, 2 and 3551 et seq.)

COUNTS TWO THROUGH FOUR
(Wire Fraud – the Family Office Funding Prepaid Interest Scheme)

25. The allegations contained in paragraphs one through 22 are realleged and incorporated as if fully set forth in this paragraph.

26. On or about the dates set forth below, within the Eastern District of New York and elsewhere, the defendant NICHOLAS DEL FRANCO, also known as "Nicholas Thomas," together with others, did knowingly and intentionally devise a scheme and artifice to defraud Victim-2, Victim-3, Victim-4 and other prospective borrowers, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, DEL FRANCO did knowingly and intentionally transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, one or more writings, signs, signals, pictures and sounds, to wit:

Count	Approx. Date of Wire Transmission	Description of Wire Transmission
TWO	March 22, 2024	Electronic transmission of a loan agreement from Old Westbury, New York to Victim-3 in Las Vegas, Nevada
THREE	June 13, 2024	Electronic transmission of a loan agreement from Old Westbury, New York to Victim-3 in Las Vegas, Nevada
FOUR	June 26, 2024	Electronic transmission of an email negotiating loan terms from Old Westbury, New York to Victim-4 in Colorado Springs, Colorado

(Title 18, United States Code, Sections 1343, 2 and 3551 et seq.)

COUNT FIVE THROUGH SEVEN
(Wire Fraud – the Private Investors Prepaid Interest Scheme)

27. The allegations contained in paragraphs one through 22 are realleged and incorporated as if fully set forth in this paragraph.

28. On or about the dates set forth below, within the Eastern District of New York and elsewhere, the defendant NICHOLAS DEL FRANCO, also known as "Nicholas Thomas," together with others, did knowingly and intentionally devise a scheme and artifice to defraud Victim-5 and Victim-6 and other prospective borrowers, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, DEL FRANCO did knowingly and intentionally transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, one or more writings, signs, signals, pictures and sounds, to wit:

Count	Approx. Date of Wire Transmission	Description of Wire Transmission
FIVE	February 5, 2024	Interstate wire transfer from a bank account held by Victim-5 in Middle Village, New York to a bank account controlled by DEL FRANCO in the State of California
SIX	February 21, 2024	Interstate wire transfer from a bank account held by Victim-5 in Middle Village, New York to a bank account controlled by DEL FRANCO in the State of California
SEVEN	December 11, 2024	Electronic transmission of a loan agreement from Old Westbury, New York to Victim-6 in Phoenix, Arizona

(Title 18, United States Code, Sections 1343, 2 and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION

29. The United States hereby gives notice to the defendant that, upon his conviction of any of the offenses charged herein, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offenses to forfeit any property, real or personal, constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses.

30. 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;

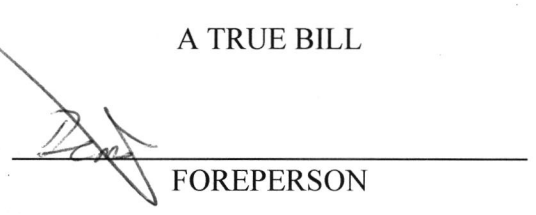
(d) has been substantially diminished in value; or

(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) to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Section 981(a)(1)(C); Title 21, United States Code, Section 853(p); Title 28, United States Code, Section 2461(c))

A TRUE BILL



FOREPERSON

By: Whitman G.S. Knapp, ACUSA
JOSEPH NOCELLA, JR.
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK