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U.S. DISTRICT COURT E.D.N.Y.

★ JAN 11 2023 ★

CCC:MEF  
F. #2019R001416

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

LONG ISLAND OFFICE

----- X

UNITED STATES OF AMERICA

INDICTMENT

- against -

Cr. No. **CR 23 017**

ALEXANDER ALMARAZ,

(T. 18, U.S.C., §§ 981(a)(1)(C), 1343,  
1349, 2 and 3551 et seq.; T. 21, U.S.C.,  
§ 853(p); T. 28, U.S.C., § 2461(c))

Defendant.

**AZRACK, J.**

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THE GRAND JURY CHARGES:

**SHIELDS, M.J.**

INTRODUCTION

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

I. The Defendant and the Company

1. Design Concepts Group LLC (“DCG”) is a New York State Corporation that maintained offices at 234 East Merrick Road, Freeport, New York 11520. The defendant ALEXANDER ALMARAZ is the owner of DCG. ALMARAZ represented that DCG was a Home Improvement Contractor, and he specifically targeted customers whose homes were damaged by Hurricane Sandy in 2012. Because DCG did not itself have the capability to properly repair the storm-damaged homes of his customers, he relied on subcontractors to do much of the work that he undertook to perform.

2. In June 2013, the New York State established the Governor’s Office of Storm Recovery (“GOSR”). New York Rising (“NYR”) is the public facing name for the GOSR. Individuals in New York State whose homes were damaged by Hurricane Sandy are potentially eligible to receive funding through NYR. In order to obtain funds from NYR,

homeowners were required to file an application documenting the damages that Hurricane Sandy caused to their home. Once the applications were filed, NYR evaluated them to assess whether the repairs that were necessary for each home qualified for federal funding. One example is the Federal Emergency Management Agency's ("FEMA") requirement that properties in a floodplain be elevated. Approved applicants received federal funding in increments and were instructed to choose their own contractor. Once the repairs were complete, applicants could close out of the NYR program.

3. As the owner of DCG, the defendant ALEXANDER ALMARAZ entered contracts with people who qualified to receive funds from NYR, in which he agreed to lift their storm-damaged homes. In most of these contracts, DCG was the company of record. For certain contracts, however, ALMARAZ fraudulently utilized the name of a different company. Pursuant to these contracts, ALMARAZ agreed to prepare each home to be lifted, which entailed disconnecting appliances and some demolition, among other tasks. After that stage, ALMARAZ agreed to elevate the home and set it down on cribbing, which is a temporary work structure used to support the home, to be followed by excavation and demolition of the foundation. The final stages of the lifting process that ALMARAZ agreed to perform included installing a new foundation, lowering the home, completing landings and reconnecting appliances.

## II. The Victims of the Defendant's Fraudulent Scheme

4. Between October 2015 and June 2019, the defendant ALEXANDER ALMARAZ promised to lift the homes of at least twenty customers that had received funding from NYR in connection with Hurricane Sandy. In exchange, homeowners paid ALMARAZ approximately \$2.5 million. Rather than perform the work promised, ALMARAZ fraudulently

used the homeowners' monies to pay for, among other things: personal expenses, including credit card bills; land in Kansas City, Missouri; and luxury automobiles, including a Lamborghini, a Porsche and a Jaguar. Seven of those homeowners are discussed below.

5. Jane Doe #1, an individual whose identity is known to the Grand Jury, was a resident of Freeport, New York who contracted with the defendant ALEXANDER ALMARAZ in or around September 2015, to lift her storm damaged home.

6. John Doe #1, an individual whose identity is known to the Grand Jury, was a resident of Baldwin Harbor, New York who contracted with the defendant ALEXANDER ALMARAZ in or around January 2016, to lift his storm-damaged home.

7. Jane Doe #2, an individual whose identity is known to the Grand Jury, a resident of Freeport, New York who contracted with the defendant ALEXANDER ALMARAZ in or around March 2017, to lift her storm damaged home.

8. Jane Doe #3, an individual whose identity is known to the Grand Jury, was a resident of Merrick, New York who contracted with ALMARAZ in or around March 2017, to lift her and her husband's storm damaged home.

9. Jane Doe #4, a resident of Massapequa, New York, an individual whose identity is known to the Grand Jury, was a resident of Massapequa, New York who contracted with ALMARAZ in or around November 2017, to lift her and her husband's storm-damaged home.

10. Jane Doe #5, an individual whose identity is known to the Grand Jury, was a resident of Freeport, New York who contracted with ALMARAZ in or around September 2018, to lift her storm damaged home.

11. John Doe #2, an individual whose identity is known to the Grand Jury, was a resident of Freeport, New York who contracted with ALMARAZ in or around October 2018, to lift his storm damaged home.

### III. The Fraudulent Scheme

12. In or about and between October 2015 and June 2019, both dates being approximate and inclusive, the defendant ALEXANDER ALMARAZ, together with others, devised, implemented, supervised and executed a scheme to fraudulently induce homeowners, including Jane Doe #1 through Jane Doe #5 and John Doe #1 through John Doe #2 and others (the "Victims"), all of whom were recipients of funding from NYR, to hire the defendant and DCG to lift their storm-damaged homes. Notwithstanding the fact that the Victims paid the defendant substantial sums of money, the defendant performed little to no work on their homes. In order to induce the Victims to pay him notwithstanding his own lack of performance, the defendant, and others acting at his direction, made numerous material misrepresentations to the Victims, some of which are detailed below. In many cases, these representations caused the Victims to move out of their homes causing them to incur additional living expenses.

#### A. Jane Doe #1

13. Between October 2015 and September 2016, Jane Doe #1 paid the defendant ALEXANDER ALMARAZ \$52,100, which she obtained from NYR, to lift her storm-damaged home. On or about October 10, 2015, Jane Doe #1 paid the defendant approximately \$42,000 to lift her home. Between July 2016 and September 2016, Jane Doe #1 paid the defendant an additional \$10,100 to perform the aforementioned work. As set forth more fully below, other than disconnecting the water service to Jane Doe #1's home, the defendant did not lift Jane Doe #1's home or perform any of the promised construction services.

14. In or about August 2018, the defendant ALEXANDER ALMARAZ falsely told Jane Doe #1 that a subcontractor that he hired to lift her home had stolen her money. The defendant assured Jane Doe #1 that he would hire a new subcontractor, a company whose identity is known to the Grand Jury ("Company #1"), to lift her home. The defendant falsely claimed to be part owner of Company #1. The defendant was not a part owner of Company #1, nor did he ever hire Company #1 to lift Jane Doe #1's home.

15. In late December 2018, the defendant ALEXANDER ALMARAZ asked Jane Doe #1 to write DCG an undated check in the amount of \$83,827, which he claimed he needed to show potential contractors that she had funds available to pay for her house to be lifted. The defendant promised Jane Doe #1 that he would not deposit Jane Doe #1's check until she received additional funds from NYR. As a result, on or about January 2, 2019, Jane Doe #1 gave the defendant an undated check in the amount of \$83,827 made payable to DCG. Unbeknownst to the defendant, Jane Doe #1 put a stop payment on the check shortly after giving the defendant the check. Several months later in April 2019, one of the defendant's employees contacted Jane Doe #1 and told her that she should not have issued the check to the defendant because he intended to deposit the check and keep the money for himself. On April 15, 2019, despite promising not to deposit Jane Doe #1's check, the defendant attempted to deposit the check in his bank account.

16. Although the defendant ALEXANDER ALMARAZ disconnected the water service to Jane Doe #1's home, he did not lift the home or perform any of the promised construction services. In fact, on or about December 23, 2019, after a site visit and a review of Jane Doe #1's home, NYR determined that the value of the work that the defendant performed

on Jane Doe #1's home was approximately \$0.00. As a result of the defendant's fraud, NYR agreed to give Jane Doe #1 an additional grant to enable her to lift her home.

B. John Doe #1

17. Between January 2016 and November 2017, John Doe #1 paid the defendant ALEXANDER ALMARAZ \$107,616, which he obtained from NYR, to lift his storm-damaged home. On or about January 31, 2016, John Doe #1 paid the defendant a \$5,000 retainer to lift his home. Between January 2017 and November 2017, John Doe #1 paid the defendant an additional \$102,616 to perform the aforementioned work. As set forth more fully below, other than paying subcontractors approximately \$10,000 to elevate John Doe #1's home and place it on cribbing, the defendant did not complete the lifting process or perform all of the promised construction services.

18. On or about May 31, 2017, the defendant ALEXANDER ALMARAZ falsely told John Doe #1 that if he paid \$37,616, the defendant would elevate John Doe #1's home by that Saturday. The next day, John Doe #1 gave the defendant a check made payable to DCG in the amount of \$37,616. Despite this, the defendant did not elevate John Doe #1's home by the following Saturday; in fact, the defendant did not elevate John Doe #1's home until September 2018—more than a year later.

19. In June 2017, the defendant ALEXANDER ALMARAZ instructed John Doe #1 to move out of his home to allow the defendant to begin the lifting process. In an effort to extract additional money from John Doe #1, the defendant informed John Doe #1 that he was willing to rent him a trailer for \$2,700 per month. The defendant claimed that he would apply \$1,200 of the monthly rent towards the lifting costs. In total, John Doe #1 paid ALMARAZ \$43,200 to rent the trailer.

20. On or about November 2, 2017, desperate to have his home lifted, John Doe #1 offered the defendant ALEXANDER ALMARAZ an additional \$10,000 to lift his home. In response, the defendant falsely assured John Doe #1 that upon receipt of that \$10,000, work on his home would commence immediately. Despite that John Doe #1 paid ALMARAZ \$10,000, the defendant did not begin work on John Doe #1's house immediately. On or about November 11, 2017, the defendant falsely told John Doe #1 that he needed an additional \$40,000 to pay a subcontractor to lift John Doe #1's home and to pay for equipment that would be used to lift the home. Despite that John Doe #1 paid ALMARAZ the requested monies, the defendant neither paid a subcontractor to lift John Doe #1's home, nor used these monies to pay for lifting equipment at that time. In fact, it was not until October 2018—almost a year later—that the defendant paid \$7,800 to Company #1 to elevate John Doe #1's home and place it on cribbing. At that point, John Doe #1 had paid the defendant approximately \$107,616 to lift his home, which did not even include the additional \$43,200 that John Doe #1 paid the defendant to rent a trailer.

21. Although the defendant ALEXANDER ALMARAZ elevated John Doe #1's home and placed it on cribbing, he did not complete the new foundation work or have the home lowered. On or about September 13, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant performed on John Doe #1's home was approximately \$20,457. As a result of the defendant's fraud, NYR agreed to give John Doe #1 an additional grant to enable him to lift his home.

C. Jane Doe #2

22. Between February 2017 and February 2019, Jane Doe #2 paid the defendant ALEXANDER ALMARAZ \$210,981, which she obtained from NYR, to lift her

storm-damaged home. On or about February 16, 2017, Jane Doe #2 paid the defendant approximately \$19,007 to lift her home. Between March 2017 and February 2019, Jane Doe #2 paid the defendant an additional \$191,974 to perform the aforementioned work. As set forth more fully below, other than paying subcontractors approximately \$26,600 to elevate Jane Doe #2's home and place it on cribbing, the defendant did not complete the lifting process or perform all of the promised construction services.

23. In or about December 2017, the defendant ALEXANDER ALMARAZ assured Jane Doe #2 that her home would be lifted by February 10, 2018. At that point, Jane Doe #2 had already paid the defendant \$45,430, and after this promise, she paid the defendant an additional \$36,000. The defendant did not lift her home by February 10, 2018. In fact, ALMARAZ did not even secure the necessary permits to start the lifting process by that date.

24. On or about September 25, 2018, Jane Doe #2 was displeased that the defendant ALEXANDER ALMARAZ had not performed any of the promised work so she filed a complaint with a local prosecutor's office. In response, the defendant assured her that the project was moving forward and convinced her to withdraw the complaint. In October 2018, the defendant instructed Jane Doe #2 to move out of her home to allow the defendant to begin the lifting process. In an effort to extract additional money from Jane Doe #2, the defendant informed Jane Doe #2 that he was willing to rent her an apartment for \$1,800 per month. On or about October 22, 2018, Jane Doe #2 paid the defendant \$5,400 to cover the first and last months' rent and a security deposit. A month and a half later, on or about December 4, 2018, Jane Doe #2 gave the defendant an additional \$18,800 as prepayment for ten months' rent. In total, Jane Doe #2 paid the defendant \$24,200 to rent an apartment.



25. On or about November 26, 2018, the Village of Freeport issued a permit allowing the lifting process to begin. In early 2019, the defendant ALEXANDER ALMARAZ hired Company #1 to lift Jane Doe #2's home. Company #1 performed some work on the home's foundation and placed the home on cribbing. However, despite that by that time Jane Doe #2 had paid the defendant \$81,431 to lift her home, the defendant owed Company #1 approximately \$18,500 for the work they performed—the defendant had only paid \$5,500 to Company #1. The defendant falsely told Company #1 that he could not pay Company #1 because Jane Doe #2 had not paid him. As a result, Company #1 refused to do any additional work on Jane Doe #2's home.

26. In February 2019, the defendant ALEXANDER ALMARAZ told Jane Doe #2 that if she paid additional money, he would complete the lifting process within six weeks. On or about February 5, 2019, Jane Doe #2 paid the defendant an additional \$70,000; two weeks later on or about February 20, 2019, she paid him another \$40,000. Rather than use this money to pay Company #1 for the work they performed or to pay to complete the lifting process, the defendant illegally diverted these monies.

27. Although the defendant ALEXANDER ALMARAZ had Jane Doe #2's home elevated and placed on cribbing, the new foundation work was not completed and her house was never lowered. On or about August 27, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant completed on Jane Doe #2's home was approximately \$7,397. As a result of the defendant's fraud, NYR agreed to give Jane Doe #2 an additional grant to enable her to complete the lifting process.

D. Jane Doe #3

28. Between March 2017 and June 2018, Jane Doe #3 paid the defendant ALEXANDER ALMARAZ \$186,400, which she obtained from NYR, to lift her storm-damaged home. On or about March 7, 2017, Jane Doe #3 paid the defendant approximately \$22,200 to lift her home. Between August 2017 and June 2018, Jane Doe #3 paid the defendant an additional \$164,200 to perform the aforementioned work. As set forth more fully below, other than paying subcontractors approximately \$60,000 to elevate Jane Doe #3's home and place it on cribbing, the defendant did not complete the lifting process or perform all of the promised construction services.

29. In August 2017, the defendant ALEXANDER ALMARAZ falsely told Jane Doe #3 that he secured a permit to begin the lifting process, that she needed to pay additional money so that he could start working on her house, and once she moved out of the home, work would begin immediately. As a result, on or about August 23, 2017, Jane Doe #3 paid the defendant \$51,000 and moved her and her family out of their home in September 2017. In fact, the permit was not actually issued until six months later on March 1, 2018, and the defendant did not commence work on Jane Doe #3's home until April 2018.

30. In March 2018, the defendant ALEXANDER ALMARAZ told Jane Doe #3 that he needed additional money to lift her home. As a result, on or about March 5, 2018, Jane Doe #3 paid the defendant another \$30,000. In April 2018, Company #1 elevated her home and placed it on cribbing. In May 2018, the defendant began pressuring Jane Doe #3 for additional money on the basis that it would be used to fund the installation of helical piles, build a new foundation, lower the house and finish the home so that Jane Doe #3 could move back into the home. Therefore, on or about June 4, 2018 and June 13, 2018, Jane Doe #3 paid the

defendant \$30,000 and \$52,930, respectively, making the total amount that Jane Doe #3 paid the defendant equal to \$185,930. The defendant falsely told Jane Doe #3 that the installation of the helical piles was delayed because Company #1 was unavailable between September 2018 and December 2018. In January 2019, Company #1 installed the helical piles at Jane Doe #3's home.

31. On or about February 13, 2019, the defendant ALEXANDER ALMARAZ promised Jane Doe #3 that a new foundation would be installed at her home within five to ten business days. However, as of March 2019, that work had not be performed so Jane Doe #3 inquired as to the reason for the delay. In response, on or about March 5, 2019, one of ALMARAZ's employees, acting at the defendant's direction, wrote an email to Jane Doe #3 falsely stating that the reason for the delay was because they were waiting for a company, whose identity is known to the Grand Jury ("Company #2"), "to move forward with the foundation work" and that the "[t]he temperature must be above 40 degrees for 3 consecutive days for concrete work." In fact, as the defendant well knew and believed, the defendant had not performed the work necessary to allow Company #2 to begin installing the new foundation.

32. More than a month later, in April 2019, a new foundation still had not been installed at Jane Doe #3's home, despite the defendant ALEXANDER ALMARAZ's repeated assurances that it would be completed by then. In fact, on or about April 6, 2019, the defendant falsely told Jane Doe #3's husband that a new foundation would be installed that week. On or about April 16, 2019, the Town of Hempstead ordered an inspection of Jane Doe #3's home to determine whether the home was structurally sound. In response, the defendant falsely advised Jane Doe #3 that there was nothing to worry about and again falsely claimed that Company #2 was going to install a new foundation in short order. At that same time, the owner

of Company #2 informed Jane Doe #2 that the defendant's representation was untrue because Company #2 had no contract to install a new foundation at her home. The defendant never installed a new foundation or completed the lifting process for Jane Doe #3's home.

33. Although Jane Doe #3's home was elevated and placed on cribbing, the new foundation work was not completed, and the house was never lowered. On or about July 22, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant performed on Jane Doe #3's home was approximately \$17,584. As a result of the defendant's fraud, NYR agreed to give Jane Doe #3 an additional grant to enable her to complete the lifting process.

E. Jane Doe # 4

34. Between November 2017 and December 2018, Jane Doe #4 paid the defendant ALEXANDER ALMARAZ \$159,489, which she obtained from NYR, to lift her and her husband's storm-damaged home. On or about November 7, 2017, Jane Doe #4 paid the defendant approximately \$4,500 to lift home. Between July 2018 and December 2018, Jane Doe #4 paid the defendant an additional \$154,989 to perform the aforementioned work. As set forth more fully below, other than paying subcontractors approximately \$4,500 to prepare Jane Doe #4's home to be elevated, the defendant did not perform any of the promised construction services.

35. In August 2018, the defendant ALEXANDER ALMARAZ falsely told Jane Doe #4 that he secured a permit to begin the lifting process. As a result, on or about August 4, 2018, Jane Doe #3 paid the defendant a total of \$72,500. In fact, the permit was not actually issued until three months later on November 13, 2018.

36. In November 2018, the defendant ALEXANDER ALMARAZ falsely told Jane Doe #4 that she needed to pay additional money so that he could start working on her house, and that once she moved out of the home, work would begin immediately. He also assured her that the lifting process would be completed and she would be back in her home by Spring 2019. As a result, on or about December 6, 2018, Jane Doe #4 paid the defendant another \$49,900 and moved her and her family out of their home. In fact, the defendant performed minimal work on Jane Doe #4's home, despite that she had paid him approximately \$159,489.

37. Unhappy with the lack of progress, Jane Doe #4 confronted the defendant ALEXANDER ALMARAZ. On or about May 28, 2019, the defendant falsely claimed that Company #1 was supposed to lift her home, but they were too busy to perform the work. A representative from Company #1 advised Jane Doe #4 that they had no contract to perform this work and had no intention of performing this work as the defendant owed them a significant amount of money for other projects. On that same day, the defendant also falsely assured Jane Doe #4 that a different company would lift her home by June 1, 2019. Despite receiving \$159,489 from Jane Doe #4, the defendant did not elevate Jane Doe #4's home, install helical piles, build a new foundation or lower her home.

38. Other than preparing Jane Doe #4's home for elevation, the defendant ALEXANDER ALMARAZ did not perform any of the promised work. On or about July 2, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant performed on Jane Doe #4's home was approximately \$0.00. As a result of the defendant's fraud, NYR agreed to give Jane Doe #4 an additional grant to enable her to complete the lifting process.

F. John Doe #2

39. Between October 2018 and January 2019, John Doe #2 paid the defendant ALEXANDER ALMARAZ \$144,400, which he obtained from NYR, to lift his storm-damaged home. On or about October 15, 2018, John Doe #2 paid the defendant approximately \$2,500 to lift his home. Between October 2018 and January 2019, John Doe #2 paid the defendant an additional \$141,900 to perform the aforementioned work. As set forth more fully below, other than paying subcontractors approximately \$8,000 to prepare John Doe #2's home to be elevated, the defendant did not perform any of the promised construction services.

40. In November 2018, the defendant ALEXANDER ALMARAZ falsely told John Doe #2 that he secured a permit to begin the lifting process and that John Doe #2 needed to pay additional money to get John Doe #2's house lifted. As a result, on or about November 7, 2018, John Doe #2 paid the defendant \$49,000. After receiving these funds, the defendant did not lift John Doe #2's home. In fact, the permit to begin the lifting process was not actually issued until approximately two months later on December 27, 2018.

41. In late December 2018, the defendant ALEXANDER ALMARAZ falsely told John Doe #2 that he needed to pay additional money to install a new foundation and that these funds were needed immediately so that the work could be performed before the temperature dropped. As a result, approximately a day or two later, on or about December 21, 2018, John Doe #2 paid the defendant another \$45,000. In January 2019, the defendant falsely told John Doe #2 that he needed additional funds to purchase special concrete due to the cold weather. As a result, on or about January 4, 2019, John Doe #2 paid the defendant an additional \$20,000. The defendant did not use these monies to install a new foundation, nor did he use the

funds to purchase special concrete. In fact, the defendant never even elevated John Doe #2's home.

42. Other than preparing John Doe #2's home for elevation, the defendant ALEXANDER ALMARAZ did not perform any of the promised work. On or about October 25, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant performed on John Doe #2's home was approximately \$5,762. As a result of the defendant's fraud, NYR agreed to give John Doe #2 an additional grant to enable him to complete the lifting process.

G. Jane Doe #5

43. On or about April 24, 2019, Jane Doe #5 paid the defendant ALEXANDER ALMARAZ approximately \$14,846 to install helical piles and a new foundation and complete the lifting process for her storm-damaged home. Despite receiving this money, the defendant performed no work on Jane Doe #5's home and did not refund any of the money. On or about December 9, 2019, after a site visit and a review of the home, NYR determined that the value of the work that the defendant performed on Jane Doe #5's home was approximately \$0.00. As a result of the defendant's fraud, NYR agreed to give Jane Doe #5 an additional grant to enable her to complete the lifting process.

COUNT ONE

(Conspiracy to Commit Wire Fraud)

44. The allegations contained in paragraphs 1 through 43 are realleged and incorporated as if fully set forth in this paragraph

45. In or about and between October 2015 and June 2019, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant ALEXANDER ALMARAZ, together with others, did knowingly and intentionally conspire to

devise a scheme and artifice to defraud the Victims, and to obtain money and property from the Victims by means of materially false and fraudulent pretenses, representations and promises, and, for the purpose of executing such scheme and artifice, transmit and cause to be transmitted writings, signs, signals and sounds by means of wire communication in interstate and foreign commerce, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNTS TWO THROUGH NINETEEN  
(Wire Fraud)

46. The allegations contained in paragraphs 1 through 43 are realleged and incorporated as if fully set forth in this paragraph.

47. On or about the dates set forth below, within the Eastern District of New York and elsewhere, the defendant ALEXANDER ALMARAZ, together with others, did knowingly and intentionally devise a scheme and artifice to defraud the Victims, and to obtain money and property from the Victims by means of materially false and fraudulent pretenses, representations and promises, and, for the purpose of executing such scheme and artifice, transmit and cause to be transmitted writings, signs, signals and sounds by means of wire communication in interstate and foreign commerce, to wit:

<b>Count</b>	<b>Approximate Date of Wire Transmission</b>	<b>Description of Wire Transmission</b>
TWO	March 6, 2018	\$30,000 check from Jane Doe #3 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
THREE	June 5, 2018	\$30,000 check from Jane Doe #3 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
FOUR	June 14, 2018	\$52,930 check from Jane Doe #3 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account



FIVE	July 31, 2018	\$29,589 check from Jane Doe #4 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
SIX	August 4, 2018	\$22,500 check from Jane Doe #4 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
SEVEN	August 4, 2018	\$50,000 check from Jane Doe #4 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
EIGHT	September 17, 2018	email from one of the defendant's employees to John Doe #1
NINE	October 22, 2018	\$27,900 check from John Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
TEN	November 7, 2018	\$49,000 check from John Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
ELEVEN	December 6, 2018	\$49,900 check from Jane Doe #4 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
TWELVE	December 21, 2018	\$45,000 check from John Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
THIRTEEN	January 4, 2019	\$3,000 check from Jane Doe #4 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
FOURTEEN	January 4, 2019	\$20,000 check from John Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
FIFTEEN	February 7, 2019	\$70,000 check from Jane Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
SIXTEEN	February 20, 2019	\$40,000 check from Jane Doe #2 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account
SEVENTEEN	March 5, 2019	email from one of the defendant's employees to Jane Doe #3
EIGHTEEN	April 24, 2019	\$14,846 check from Jane Doe #5 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account

NINETEEN	May 13, 2019	email from the defendant to Jane Doe #5
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(Title 18, United States Code, Sections 1343, 2 and 3551 et seq.)

COUNT TWENTY  
(Attempted Wire Fraud)

48. The allegations contained in paragraphs 1 through 43 are realleged and incorporated as if fully set forth in this paragraph.

49. On or about April 18, 2019, within the Eastern District of New York and elsewhere, the defendant ALEXANDER ALMARAZ, together with others, did knowingly and intentionally devise a scheme and artifice to attempt to defraud Jane Doe #1, and to attempt to obtain money and property from Jane Doe #1 by means of materially false and fraudulent pretenses, representations and promises, and, for the purpose of executing such scheme and artifice, transmit and cause to be transmitted writings, signs, signals and sounds by means of wire communication in interstate and foreign commerce, to wit: a \$83,827 check from Jane Doe #1 payable to DCG and deposited into the defendant's Bethpage Federal Credit Union bank account.

(Title 18, United States Code, Sections 1349, 2 and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION

50. 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.

51. 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 Carolyn Pokorny, Assistant U.S. Attorney*

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BREON PEACE  
UNITED STATES ATTORNEY  
EASTERN DISTRICT OF NEW YORK

F.#: 2019R01416  
FORM DBD-34  
JUN. 85

No. \_\_\_\_\_

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**UNITED STATES DISTRICT COURT**

EASTERN *District of* NEW YORK

CRIMINAL DIVISION

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THE UNITED STATES OF AMERICA

vs.

ALEXANDER ALMARAZ,

Defendant.

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**INDICTMENT**

(T. 18, U.S.C., §§ 991(a)(1)(C), 1343, 2 and 3551 et seq.; T. 21, U.S.C., § 853(p); T. 28, U.S.C., § 2461(c))

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*A true bill.*



\_\_\_\_\_  
*Foreperson*

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*Filed in open court this* \_\_\_\_\_ *day,*

*of* \_\_\_\_\_ *A.D. 20* \_\_\_\_\_

\_\_\_\_\_  
*Clerk*

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*Bail, \$* \_\_\_\_\_

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