

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

2016 MAR 24 PM 4:01

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DISTRICT

UNITED STATES OF AMERICA

v.

ORQUIDEA QUEZADA

Case No.: 3:16-cr- 37-J-25-JRK  
Cts. 1-49: 18 U.S.C. §§ 1343 and 2  
Ct. 50: 18 U.S.C. § 1960 and 2  
Forfeitures: 18 U.S.C. § 981(a)(1)(C)  
28 U.S.C. § 2461(c)  
18 U.S.C. § 982(a)(1)

INDICTMENT

The Grand Jury charges:

COUNTS ONE THROUGH FORTY-NINE  
(Wire Fraud)

A. Introduction

At all times material to this Indictment:

1. Orquicely Construction, LLC ("Orquicely Construction") was a corporation registered with the Florida Department of State. Its principal place of business was in Orange County, in the Middle District of Florida.
2. The defendant, ORQUIDEA QUEZADA, managed and directed Orquicely Construction. Records of the Florida Department of State reflect that she was the registered agent and sole officer of the corporation.
3. Under Florida law, any contractor or subcontractor who engages in any public or private construction must secure and maintain workers' compensation insurance. See Fla. Stat. §§ 440.10(1)(a) & 440.38(1). A contractor must require a

a subcontractor to provide it with evidence that it has workers' compensation insurance for its workers. Fla. Stat. § 440.10(c). Failure to maintain workers' compensation insurance is a felony. Fla. Stat. § 440.105(4)(a) & (f).

4. Proof of workers' compensation insurance is generally provided in the form of a certificate declaring that the subcontractor has the insurance coverage. The certificate states only that the subcontractor has workers' compensation insurance coverage and does not include the number of workers covered by the insurance policy.

B. Scheme and Artifice

Beginning on an unknown date but no later than on or about May 24, 2013, and continuing through in or about March, 2016, in the Middle District of Florida, and elsewhere,

ORQUIDEA QUEZADA,

the defendant herein, did knowingly devise and intend to devise, and participate in and aid and abet, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, both oral and written, that is, a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent representations concerning workers' compensation insurance, as more fully described herein.

C. Manner and Means

The manner and means by which the defendant carried out the scheme and artifice to defraud included, but were not limited to, the following:

**Policy Period of May, 24, 2013, through May 24, 2015**

1. On or about May 24, 2013, the defendant, on behalf of Orquicely Construction, submitted and caused to be submitted a Florida Workers Compensation Application to the Florida Citrus Business & Industries Fund (the "insurer") through Jorge Pomaes Agency (the "insurance agency") located in Oviedo, in the Middle District of Florida. In the application, the defendant falsely represented that Orquicely Construction employed two people and had an estimated annual payroll of \$90,000.
2. The submission of the workers' compensation insurance application caused the insurer to issue a workers' compensation insurance policy to Orquicely Construction. The annual premium for the policy was based on the information provided in the application. As a result of the issuance of the policy, the insurance agency prepared a Certificate of Liability Insurance, which certified that Orquicely Construction carried workers' compensation insurance.
3. Although the workers' compensation premium was based on the defendant's representation that Orquicely Construction employed two people and had an annual payroll of about \$90,000, the defendant "rented" Orquicely Construction's Certificate of Liability Insurance to construction subcontractors that employed hundreds of workers, including subcontractors who employed workers in Duval County, in the Middle District of Florida.
4. Although the insurer and the insurance agency believed they were providing coverage for two people employed by Orquicely Construction—as

represented in the workers' compensation insurance application—the defendant's actions caused the insurer and the insurance agency to in fact provide coverage for hundreds of workers employed by the subcontractors.

5. The subcontractors wrote payroll checks to Orquicely Construction for work performed by the subcontractors' employees and the defendant negotiated the payroll checks at federally insured financial institutions.

6. From on or about June 14, 2013, through on or about May 23, 2015, the defendant cashed and caused to be cashed payroll checks totaling approximately \$8,016,762.

7. After cashing the payroll checks, the defendant distributed the cash, and caused it to be distributed, to the subcontractors' crew leaders, who paid the workers in cash, including workers in Duval County, in the Middle District of Florida.

8. Neither Orquicely Construction nor the subcontractors, some of whose employees were undocumented aliens, deducted state or federal taxes, such as for Medicare and Social Security, from the workers' pay, in violation of state and federal law.

9. The subcontractors' writing payroll checks to Orquicely Construction and the defendant's cashing those checks and distributing the cash to the subcontractors' employees allowed the subcontractors to avoid paying state and federal taxes and to conceal their employment of undocumented aliens who were working illegally in the United States.

**Policy Period of May 24, 2015, through May 24, 2016**

10. On or about May 24, 2015, the defendant, on behalf of Orquicely Construction, submitted and caused to be submitted a Florida Workers Compensation Application to AIG (the "insurer") through AR Insurance Professionals LLC (the "insurance agency") located in Orlando, in the Middle District of Florida. In the application, the defendant falsely represented that Orquicely Construction employed seven people and had an estimated annual payroll of \$102,000.

11. The submission of the workers' compensation insurance application caused the insurer to issue a workers' compensation insurance policy to Orquicely Construction. The annual premium for the policy was based on the information provided in the application. As a result of the issuance of the policy, the insurance agency prepared a Certificate of Liability Insurance, which certified that Orquicely Construction carried workers' compensation insurance.

12. Although the workers' compensation premium was based on the defendant's representation that Orquicely Construction employed seven people and had an annual payroll of about \$102,000, the defendant "rented" Orquicely Construction's Certificate of Liability Insurance to construction subcontractors that employed hundreds of workers, including subcontractors who employed workers in Duval County, in the Middle District of Florida.

13. Although the insurer and the insurance agency believed they were providing coverage for seven people employed by Orquicely Construction—as represented in the workers' compensation insurance application—the defendant's

actions caused the insurer and the insurance agency to in fact provide coverage for hundreds of workers employed by the subcontractors.

14. The defendant caused the insurance agency to transmit the Certificate of Liability Insurance to and for subcontractors by electronic mail ("e-mail") in interstate commerce to assist the subcontractors in securing construction contracts.

15. The subcontractors wrote payroll checks to Orquicely Construction for work performed by the subcontractors' employees and the defendant negotiated the payroll checks at federally insured financial institutions. The defendant kept a portion of each payroll check—typically about five percent (5%)—as a fee.

16. From on or about May 24, 2015, through on or about November 20, 2015, the defendant cashed and caused to be cashed payroll checks totaling approximately \$9,375,805.

17. After cashing the payroll checks, the defendant distributed the cash, and caused it to be distributed, to the subcontractors' crew leaders, who paid the workers in cash, including workers in Duval County, in the Middle District of Florida.

18. Neither Orquicely Construction nor the subcontractors, some of whose employees were undocumented aliens, deducted state or federal taxes, such as for Medicare and Social Security, from the workers' pay, in violation of state and federal law.

19. The subcontractors' writing payroll checks to Orquicely Construction and the defendant's cashing those checks and distributing the cash to the subcontractors' employees allowed the subcontractors to avoid paying state and

federal taxes and to conceal their employment of undocumented aliens who were working illegally in the United States.

D. Execution of the Scheme

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

ORQUIDEA QUEZADA,

the defendant herein, for the purpose of executing and attempting to execute, and aiding and abetting the execution of, the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly and with intent to defraud transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, e-mails, which transmitted the Certificate of Liability Insurance from AR Insurance Professionals LLC to the subcontractors listed below through e-mail servers located outside the State of Florida:

COUNT	DATE	SUBCONTRACTOR
ONE	May 27, 2015	Strange Lathing & Plastering Inc. St. Augustine, Florida
TWO	May 28, 2015	GAI Inc. Oviedo, Florida
THREE	May 29, 2015	First Coast Stucco Jacksonville, FL
FOUR	June 1, 2015	Vasiliy's Construction Inc. Jacksonville, FL
FIVE	June 4, 2015	Wilmot & Keaton Commercial Contractors LLC Ocala, Florida



COUNT	DATE	SUBCONTRACTOR
SIX	June 5, 2015	The Plummer Painting Company Winter Park, Florida
SEVEN	June 8, 2015	Robbins Property Associates LLC Orlando, Florida
EIGHT	June 9, 2015	Fernandez Painting Experts Inc. Orlando, Florida
NINE	June 11, 2015	Jax Frame LLC Jacksonville, Florida
TEN	June 15, 2015	Henry's Coating Inc. Jacksonville, Florida
ELEVEN	June 16, 2015	CR Construction Inc. Orlando, Florida
TWELVE	June 17, 2015	Art of Natural Stone Inc. Jacksonville, Florida
THIRTEEN	June 18, 2015	Royal Paving LLC Palm Coast, Florida
FOURTEEN	June 19, 2015	J&J Remodelers LLC St. Augustine, Florida
FIFTEEN	June 22, 2015	Holiday Drywall Services LLC Belleair, Florida
SIXTEEN	June 26, 2015	G&L Exteriors Inc. Sorrento, Florida
SEVENTEEN	June 29, 2015	Exterior Walls Inc. Orlando, Florida
EIGHTEEN	June 30, 2015	A.B.F. Drywalls Inc. Ft. Myers, Florida
NINETEEN	July 1, 2015	Aida's Building Construction Company Inc. Clermont, Florida
TWENTY	July 7, 2015	United Contractors Building Corporation Deland, Florida
TWENTY-ONE	July 8, 2015	Bague Professional Stucco Inc. Orlando, Florida
TWENTY-TWO	July 13, 2015	Wilkinson and Sons Plastering Inc. Bostwick, Florida



COUNT	DATE	SUBCONTRACTOR
TWENTY-THREE	July 14, 2015	G&S Contracting LLC Gibson, Florida
TWENTY-FOUR	July 15, 2015	Integrated Apartment Service Jacksonville, Florida
TWENTY-FIVE	July 16, 2015	Rosas A/C Installations LLC Apopka, Florida
TWENTY-SIX	July 20, 2015	M.J. Boturla Industries Inc. Deltona, Florida
TWENTY-SEVEN	July 27, 2015	Smith-Davis Construction LLC Kissimmee, Florida
TWENTY-EIGHT	August 3, 2015	Bergeron Framing Inc. Longwood, Florida
TWENTY-NINE	August 4, 2015	Fields Stucco & Plastering Inc. Atlantic Beach, Florida
THIRTY	August 7, 2015	M&J Renovations Orlando, Florida
THIRTY-ONE	August 10, 2015	War Tile Service Corporation Orlando, Florida
THIRTY-TWO	August 11, 2015	Spectro Construction Inc. Orlando, Florida
THIRTY-THREE	August 13, 2015	Genesis of Jax Inc. Jacksonville, Florida
THIRTY-FOUR	August 19, 2015	Core Dimensions LLC Oviedo, Florida
THIRTY-FIVE	August 24, 2015	First Maya Construction Corp. Jacksonville, Florida
THIRTY-SIX	September 8, 2015	D&C Brindau Construction LLC Jacksonville, Florida
THIRTY-SEVEN	September 15, 2015	LanCo Construction & Remodeling Largo, Florida
THIRTY-EIGHT	September 18, 2015	Simcon Concrete Inc. Howey-in-the-Hills, Florida
THIRTY-NINE	September 22, 2015	Magnum Coatings Inc. Temple Terrace, Florida

COUNT	DATE	SUBCONTRACTOR
FORTY	October 5, 2015	E.R.O. Construction Inc. Orlando, Florida
FORTY-ONE	October 7, 2015	Pro-Line Builders LLC Palm Harbor, Florida
FORTY-TWO	October 9, 2015	Mica Construction Inc. Orlando, Florida
FORTY-THREE	October 14, 2015	U.S. Walls LLC Orlando, Florida
FORTY-FOUR	October 20, 2015	Begent Drywall Inc. St. Augustine, Florida
FORTY-FIVE	October 26, 2015	Z Properties Group Inc. Winter Park, Florida
FORTY-SIX	November 5, 2015	Enstone Construction LLC Longwood, Florida
FORTY-SEVEN	November 9, 2015	Top Stucco Inc. Jacksonville, Florida
FORTY-EIGHT	November 16, 2015	Criste Construction Inc. Deltona, Florida
FORTY-NINE	December 8, 2015	LV Professional Services LLC Winter Park, Florida

All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNT FIFTY**  
**(Unlicensed Money Transmitting)**

Beginning on an unknown date but no later than in or about May, 2015, and continuing through in or about March, 2016, in the Middle District of Florida, and elsewhere,

ORQUIDEA QUEZADA,

the defendant herein, did knowingly conduct, control, manage, supervise, direct, and own all or part of an unlicensed money transmitting business which affected

interstate commerce in some manner and degree and failed to comply with the money transmitting business registration requirements under Title 31, United States Code, Section 5330, and regulations prescribed under that section, in violation of Title 18, United States Code, Section 1960(b)(1)(B), and transported and transmitted, and caused to be transported and transmitted, funds that were known by the defendant to have been derived from a criminal offense and that were intended to be used to promote and support unlawful activity, in violation of Title 18, United States Code, Section 1960(b)(1)(C).

All in violation of Title 18, United States Code, Sections 1960 and 2.

### **FORFEITURES**

1. The allegations contained in Counts One through Fifty of this Indictment are incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982(a)(1).

2. Upon conviction of an offense in violation of Title 18, United States Code, Section 1343, the defendant, ORQUIDEA QUEZADA, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

3. Upon conviction of a violation of Title 18, United States Code, Section 1960, pursuant to Title 18, United States Code, Section 982(a)(1), the defendant,

ORQUIDEA QUEZADA, shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property.

4. The property to be forfeited includes, but is not limited to, a sum of money equal to at least \$870,000 in United States currency, which represents the approximate amount of proceeds the defendant obtained as a result of the alleged scheme.

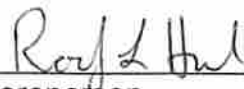
5. If any of the property described above, as a result of any act or omission of the defendant:

- 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,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by

Title 28, United States Code, Section 2461(c), and as incorporated by Title 18,  
United States Code, Section 982(b)(1).

A TRUE BILL,

  
\_\_\_\_\_  
Foreperson

A. LEE BENTLEY, III  
United States Attorney

By:   
\_\_\_\_\_  
ARNOLD B. CORSMEIER  
Assistant United States Attorney

By:   
\_\_\_\_\_  
MAC D. HEAVENER, III  
Assistant United States Attorney  
Deputy Chief, Jacksonville Division

No.

UNITED STATES DISTRICT COURT

Middle District of Florida  
Jacksonville Division

THE UNITED STATES OF AMERICA

vs.


ORQUIDEA QUEZADA

INDICTMENT

Violations:

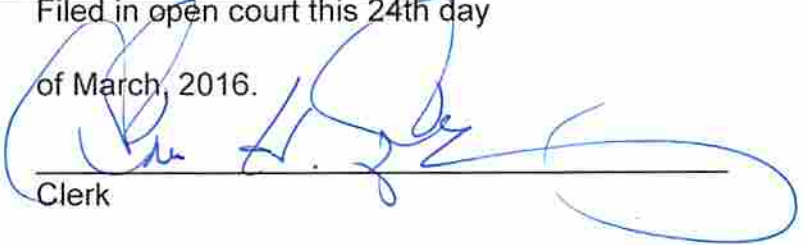
18 U.S.C. §§ 1343 and 1960

A true bill,

  
Foreperson

Filed in open court this 24th day

of March, 2016.

  
Clerk

Bail \$ \_\_\_\_\_