

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FILED

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CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 8:16-cr-195T23JSS

MAYORY CALVO
A/K/A MAYORY CALVO GRANDE

18 U.S.C. § 1014
18 U.S.C. § 1344
18 U.S.C. § 1349
18 U.S.C. § 982(a)(2) (forfeiture)

INDICTMENT

The United States Attorney charges:

SEALED

COUNT ONE

(Conspiracy - 18 U.S.C. § 1349)

A. Introduction

At times material to this Indictment:

1. The Federal Deposit Insurance Corporation ("FDIC") was an agency of the United States of America, established to protect depositors against substantial loss with the purpose of preventing bank collapse and instilling public confidence in the nation's banks.

2. National City Bank, National Association ("National City") was a financial institution, the accounts of which were FDIC-insured. First Franklin Financial Corp. ("First Franklin") was a division of National City. Merrill Lynch Bank & Trust Co., FSB ("Merrill Lynch"), and Bank of America, National Association ("Bank of America"), were successors in interest to First Franklin

SEALED

financial institutions the accounts of which were FDIC-insured. First Franklin Financial Corp. ("First Franklin") subsequently became a subsidiary of Merrill Lynch.

3. It was the practice of many lending institutions, including the above-named financial institution, to make loans secured by real property to borrowers. Such loans were often simply called mortgages or mortgage loans. In determining whether or not to extend any such loan, it was also the practice of the lending institutions to rely upon the information contained in a borrower's mortgage-related documents, such as the Uniform Residential Loan Application, the United States Department of Housing and Urban Development Settlement Statement, and the mortgage itself.

4. A Uniform Residential Loan Application (or a "Fannie Mae Form 1003"), commonly referred to as a mortgage loan application, was generally utilized by lending institutions and other lenders in the mortgage loan approval process. The Fannie Mae Form 1003 was designed to be completed by the applicant borrower(s) with the lender's assistance and required the borrower to truthfully provide to the lender various types of material information, including employment information, monthly income, detailed financial information (including asset and liability information), and other specifics of the residential property transaction, such as the purchase price and whether the borrower would use the property as a primary residence, secondary residence, or an investment.

5. Near the end of the Fannie Mae Form 1003 in the Acknowledgment and Agreement section, the form included, in pertinent parts, the following or similar language:

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that:

(a) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.;

(b) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application;

(c) all statements made in this application are made for the purpose of obtaining a residential mortgage loan;

(d) the property will be occupied as indicated in this application; and

(e) the Lender and its agents, brokers, insurers, services, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan.

To complete and submit the Fannie Mae Form 1003 to secure a mortgage loan, the prospective borrower(s) were required to sign and date the Acknowledgment and Agreement section of the form.

6. A United States Department of Housing and Urban Development Settlement Statement (or a "HUD-1 Settlement Statement") was a form generally used in closings of the sales of residential properties in the United States. A HUD-1 Settlement Statement was used to identify and allocate the various receipts, disbursements, expenses, and payments associated with the sale of residential real estate between the buyer and the seller of the property. Each HUD-1 Settlement Statement included the following or similar warning at the bottom of the form:

It is a crime to knowingly make false statements to the United States on this or any similar form.

7. The HUD-1 Settlement Statement also frequently included the following or similar statement and certification by the prospective borrower and seller:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

8. The Settlement Agent responsible for handling the closing of the sale of residential property was also required to sign the HUD-1 Settlement Statement attesting to the following or similar statement:

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

9. Elite Mortgage Funding, Inc. ("Elite Mortgage"), was a Florida corporation created in or about February 2005.

10. Land America Lawyers Title, Inc. ("Lawyers Title"), was a Virginia corporation that conducted real estate closings throughout Florida.

11. Jesus Sira, also known as Jay Sira, was the incorporator and the initial president and secretary of Elite Mortgage.

12. Mayory Calvo worked at Elite Mortgage as a sales associate and also assisted in processing mortgage loans associated with the purchase of property in Pasco County, Pinellas County and Hillsborough County, Florida.

13. Additionally, Mayory Calvo lived, at least for a time, in Hillsborough County, Florida, and signed loan applications to obtain mortgage loans through Elite Mortgage for properties that she purchased.

B. The Conspiracy

14. Beginning by March 2005, and continuing through in or about October 2006, within the Middle District of Florida and elsewhere,

MAYORY CALVO,

defendant herein, along with Jesus Sira, Nestor Urdaneta-Gonzalez and others, did knowingly and willfully combine, conspire, confederate and agree with each other and with others to commit bank fraud, in violation of Title 18, United States Code, Section 1344.

C. Manner and Means

15. The manner and means by which the defendant and others sought to accomplish the object of the conspiracy included, among others, the following:

(a) It was part of the conspiracy that one or more of the conspirators would and did agree to purchase certain properties in exchange for a fee or commission;

(b) It was further part of the conspiracy that one or more of the conspirators would and did complete or cause to be completed Fannie Mae Form 1003s, which applications included false and fraudulent information concerning the applicant borrowers' purpose of the loan, source of down payment, employment information, and/or monthly income;

(c) It was further part of the conspiracy that one or more of the conspirators would and did sign or cause to be signed Fannie Mae Form 1003s, knowing that the applications contained false and fraudulent information;

(d) It was further part of the conspiracy that one or more of the conspirators would and did submit or cause to be submitted completed false and fraudulent Fannie Mae Form 1003s to lending institutions, many of which were financial institutions the accounts of which were FDIC-insured, or to subsidiaries of such financial institutions;

(e) It was further part of the conspiracy that one or more of the conspirators would and did often cause the seller of a property to execute a disbursement letter directing that a material portion of the proceeds from the sale of the property be disbursed to First Financial Consulting;

(f) It was further part of the conspiracy that, for many transactions, one or more of the conspirators would and did submit or cause to be submitted the above-described disbursement letters to other title companies;

(g) It was further part of the conspiracy that one or more of the conspirators would and did sign or cause to be signed HUD-1 Settlement Statements, knowing that the statements included false and fraudulent information and/or that they failed to include important disbursement information;

(h) It was further part of the conspiracy that one or more of the conspirators would and did often create or cause to be created reports that

included information from the above-described disbursement letters to ensure that funds from the transactions were disbursed as desired, which was often to a bank account held in the name of First Financial Consulting;

(i) It was further part of the conspiracy that the conspirators would and did distribute and/or share funds acquired during the conspiracy, often using bank accounts held in the names of First Financial Consulting and Elite Mortgage; and

(j) It was further a part of the conspiracy that the conspirators would and did engage in multiple meetings, perform and cause acts, and make statements, to carry out and achieve the object of the conspiracy and to conceal the purposes of the conspiracy and the acts committed in furtherance thereof.

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

COUNTS TWO AND THREE

(Bank Fraud - 18 U.S.C. § 1344)

A. Introduction

1. The grand jury re-alleges the paragraphs in section A of Count One of this Indictment as though fully set forth herein.

B. The Scheme

2. Beginning by March 2005, and continuing through in or about October 2006, within the Middle District of Florida and elsewhere,

MAYORY CALVO,

defendant herein, aided and abetted by Jesus Sira and others, did devise and intend to devise a scheme and artifice to defraud a financial institution and to obtain any of the moneys, funds, and other property owned by, and under the custody and control of, a financial institution, by means of materially false and fraudulent pretenses, representations, and promises.

C. Manner and Means of Scheme

3. The substance of the scheme and artifice and its manner and means are described in the paragraphs contained in section C of Count One of this Indictment, and the grand jury re-alleges those allegations as though fully set forth herein.

D. Execution of the Scheme

4. On or about the dates set forth below in each count, within the Middle District of Florida and elsewhere,

MAYORY CALVO,

defendant herein, aided and abetted by Jesus Sira and others, did knowingly and willfully execute, and attempt to execute, the aforesaid scheme and artifice to defraud and to obtain any of the moneys, funds, and other property owned by, and under the custody and control of, a financial institution, namely National City, N.A., by means of materially false and fraudulent pretenses, representations, and promises, during and in relation to the transaction described in each count:

COUNT	DATE	FINANCIAL INSTITUTION	LOAN AMOUNT	PROPERTY
Two	9-29-2006	National City, N.A.	\$241,764.00	30401 Colthurst Street Wesley Chapel, FL 33544
Three	9-29-2006	National City, N.A.	\$60,441.00	30401 Colthurst Street Wesley Chapel, FL 33544

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FOUR

(Loan and Credit Application Fraud - 18 U.S.C. § 1014)

On or about August 3, 2006, in the Middle District of Florida and elsewhere,

MAYORY CALVO,

defendant herein, aided and abetted by Jesus Sira and others, for the purpose of influencing the actions of National City, N.A., a financial institution the accounts of which were insured by the FDIC, upon an application, commitment, and loan in the amount of approximately **\$241,764**, applied for by **MAYORY CALVO**, to purchase a residential home property located at 30401 Colthurst Street, Wesley Chapel, Florida 33544, did knowingly make and cause to be made false statements, in that the defendant stated and represented, and caused to be stated and represented:

- (a) that the property purchased would be used as her primary residence;
- (b) that she was a single woman;
- (c) that she was a United States citizen; and
- (d) that she was then being paid \$11,211 in monthly base employment income by Elite Mortgage;

whereas, in truth and fact as the defendant then and there well knew,

- (e) that she was not going to use the purchased property as her primary residence;
- (f) that she was married to Jesus Sira, and not a single woman;

- (g) that she was a lawful permanent resident, and not a United States citizen; and
- (h) that she was not then being paid \$11,211 in monthly base employment income by Elite Mortgage.

All in violation of Title 18, United States Code, Sections 1014 and 2.

FORFEITURES

1. The allegations contained in Counts One through Four of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 982(a)(2).

2. From her engagement in any or all of the violations alleged in Counts One through Four of this Indictment, in violation of Title 18, United States Code, Sections 1014, 1344, and 1349,

MAYORY CALVO,

shall forfeit to the United States upon conviction, pursuant to Title 18, United States Code, Section 982(a)(2), any and all of the defendants' right, title and interest in any property, real and personal, which constitutes or is derived from proceeds traceable to such offense including, but not limited to, a forfeiture money judgment in the amount the defendants obtained directly or indirectly as a result of such violations.

3. 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 subdivided without difficulty;

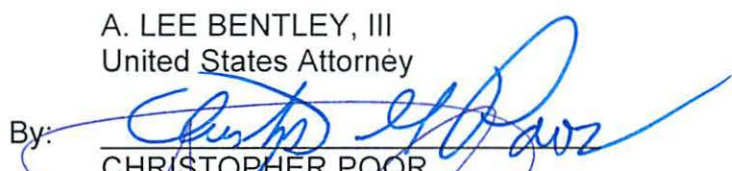
it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property.

A TRUE BILL,


Foreperson

A. LEE BENTLEY, III
United States Attorney


By:


CHRISTOPHER POOR
Assistant United States Attorney

By:


JAY G. TREZEVANT
Assistant United States Attorney

By:


ROBERT A. MOSAKOWSKI
Assistant United States Attorney
Chief, Economic Crimes

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

MAYORY CALVO
a/k/a MAYORY CALVO GRANDE

INDICTMENT

Violations:

18 U.S.C. §§ 1349, 1344, and 1014

A true bill,



Foreperson

Filed in open court this 4th day
of May 2016.

Clerk

Bail \$ _____