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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
2016 SEP -8 AM 9:29
US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

REBECCA GHEILER

CASE NO. 6:16-cr-174-02L-18142J
18 U.S.C. § 1349
18 U.S.C. § 1344
18 U.S.C. § 982(a)(2)(A) - Forfeiture

INDICTMENT

The Grand Jury charges:

COUNT ONE
(Conspiracy)

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 collapses and instilling public confidence in the nation's banks.

2. AmTrust Bank ("AmTrust") was a financial institution, with offices located throughout the United States, including the State of Florida, the deposits and accounts of which were insured by the FDIC.

3. Wachovia Mortgage Bank, FSB ("Wachovia") was a financial institution, with offices located throughout the United States, including the State of Florida, the deposits and accounts of which were insured by the FDIC.

4. Wells Fargo Bank, N.A. ("Wells Fargo") was a financial institution, with offices located throughout the United States, including the State of Florida, and whose accounts were insured by the FDIC.

5. Citibank N.A. ("Citibank") was a financial institution, with offices located throughout the United States, including the State of Florida, the deposits and accounts of which were insured by the FDIC. CitiMortgage was a subsidiary of Citibank.

6. It was the practice of many lending institutions, including the above-named financial institutions, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Tribute Residential LLC (hereinafter "Tribute") was a Limited Liability Company registered in Florida on or about March 18, 2008. **REBECCA GHEILER** controlled Tribute.

14. JVM Enterprises, Inc. (hereinafter "JVM") was incorporated in Florida on or about March 9, 2006. **REBECCA GHEILER** was the Principal for JVM.

15. Garcia-Oliver & Mainieri ("GOM") was incorporated in Florida on or about November 26, 2002. Angel Garcia-Oliver was a principal of GOM. GOM conducted closings on real estate transactions pertinent to this Indictment.

16. CSF Management LLC (hereinafter "CSF") was a Limited Liability Company registered in Florida on or about March 31, 2007. Angel Garcia-Oliver was listed as the Registered Agent and the Manager for CSF and controlled its bank accounts.

17. Southeast Administration Group, LLC (hereinafter "Southeast Administration") was a Florida Limited Liability Company registered in Florida on or about September 14, 2006. Angel Garcia-Oliver was listed as the Registered Agent and Manager of Southeast Administration and controlled its bank accounts.

B. The Conspiracy

18. Beginning on a date unknown to the Grand Jury, but beginning no later than in and around November 2007, and continuing through in and around February 2009, in Orange County and Seminole County, in the Middle District of Florida, and elsewhere,

REBECCA GHEILER

the defendant herein, did knowingly and willfully combine, conspire, confederate, and agree with others, both known and unknown to the Grand Jury, to commit the following offenses:

a. to knowingly, willfully, and with intent to defraud, execute and attempt to execute a scheme and artifice to defraud a federally insured financial institution, and to obtain money, funds, credits, assets, securities, and other property owned by and under the custody and control of a federally insured financial institution by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344; and

b. to knowingly, willfully, and with intent to defraud, devise and intend 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, and, for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

C. Manner and Means of the Conspiracy

19. The manner and means by which the defendant and other co-conspirators sought to accomplish the objects and purposes of the conspiracy included, among other things, the following:

a. It was part of the conspiracy that the defendant, **REBECCA GHEILER**, along with others known and unknown to the Grand Jury, would and did market, solicit, and sell condominium units owned by Tribute at Cypress Pointe, Villas at Lakeside, and other locations to buyers as investment properties.

b. It was a further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did promise buyers that the buyers would not be required to provide any money at closing, and would receive a kickback of funds after closing.

c. It was a further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did promise buyers incentives, which included payments of the mortgage on the units and the dues for the homeowners' association.

d. It was a further part of the conspiracy that the defendant,

REBECCA GHEILER, in concert with others, would and did cause documents that contained materially false and fictitious statements and omissions to be prepared and submitted to AmTrust Bank, Wells Fargo, Wachovia, CitiMortgage, and other entities, which would and did result in those financial institutions issuing funds, via interstate wires, to the buyer for the purchase of the condominium units.

e. It was a further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did mask kickbacks as legitimate fees on the HUD-1, in order to make the transactions appear lawful.

f. It was further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did use CSF, Southeast Administration, JVM, and other entities to funnel kickbacks as well as other incentives to buyers of condominium units. These kickbacks and incentives were not disclosed on the HUD-1 settlement statements submitted to the lenders.

g. It was further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did distribute and/or share funds acquired during the conspiracy, often using bank accounts they controlled or in the names of entities controlled by co-conspirators.

h. It was a further part of the conspiracy that the defendant, **REBECCA GHEILER**, in concert with others, would and did perform acts and make statements to hide and conceal, and cause to be hidden and concealed, the purposes of the conspiracy and the acts committed in furtherance thereof.

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

COUNTS TWO THROUGH SEVEN
(Bank Fraud)

A. Introduction

1. The Grand Jury re-alleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs 1 through 17 of Count One of this Indictment.

B. The Scheme

2. Beginning on a date unknown to the Grand Jury, but beginning no later than in and around November 2007, and continuing through in or about February 2009, in Orange County and Seminole County, in the Middle District of Florida, and elsewhere,

REBECCA GHEILER

the defendant herein, did knowingly, willfully, and with intent to defraud execute and attempt to execute a scheme and artifice to defraud a federally insured financial institution and to obtain money, funds, credits, assets, securities, and other property owned by and under the custody and control of a federally insured financial institution, by means of materially false and fraudulent pretenses, representations, and promises.

C. Manner and Means of the Scheme

3. The substance of the scheme and artifice and its manner and means are described in paragraph 19 of Count One of this Indictment, and the Grand Jury re-alleges those allegations as though fully set forth herein.

D. Executions of the Scheme

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

REBECCA GHEILER

the defendant herein, for the purpose of knowingly and willfully executing, and attempting to execute, the aforementioned scheme and artifice to defraud a federally insured financial institution, and to obtain money, funds, credits, assets, securities, and other property owned by and under the custody and control of a federally insured financial institution, by means of materially false and fraudulent pretenses, representations and promises, caused the following transfers of mortgage loan funds to be made by the FDIC insured financial institutions set forth below:

COUNT	DATE	PROPERTY	BANK	APPROXIMATE AMOUNT
Two	06-26-2008	3952 Versailles Dr., Unit B, Orlando, Florida	Wells Fargo Bank, FSB	\$215,910
Three	07-23-2008	4075 Dijon Dr., Unit J, Orlando, Florida	Wells Fargo Bank, FSB	\$211,410
Four	08-14-2008	4016 Versailles Dr., Unit C, Orlando, Florida	Wachovia Mortgage Bank, FSB	\$202,500
Five	10-10-2008	3922 Versailles Dr., Unit A, Orlando, Florida	AmTrust Bank	\$222,210
Six	10-16-2008	3904 Versailles Dr., Unit A, Orlando, Florida	AmTrust Bank	\$205,520
Seven	11-13-2008	4097 Dijon Dr., Unit H, Orlando, Florida	AmTrust Bank	\$195,920

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

FORFEITURES

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

2. Upon conviction of the allegations alleged in Counts One through Seven of this Indictment, the defendant, **REBECCA GHEILER**, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds obtained directly or indirectly, as the 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 divided without difficulty,


the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL,


Foreperson

A. LEE BENTLEY, III
United States Attorney

By:




Vincent S. Chiu
Assistant United States Attorney

By:



Christopher Poor
Special Assistant United States Attorney

By:



Katherine M. Ho
Assistant United States Attorney
Chief, Orlando Division

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Orlando Division

THE UNITED STATES OF AMERICA

vs.

REBECCA GHEILER

INDICTMENT

Violations:

18 U.S.C. § 1349

18 U.S.C. § 1344

A true bill,


Foreperson

Filed in open court this 7th day

of September 2016.


Clerk

Bail \$ _____
