

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon.
: :
: Criminal No. 23-
v. :
: 18 U.S.C. § 371
OSBADO HERNANDEZ : 18 U.S.C. § 1014

I N F O R M A T I O N

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

1. At all times relevant to this Information:
 - a. Defendant OSBADO HERNANDEZ (“HERNANDEZ”) was an owner and resident of a house in Keansburg, New Jersey (the “Short Sale Property”), and was an officer with the Hudson County Sheriff’s Office (the “HCSO”).
 - b. “CC-1” resided in North Bergen, New Jersey and was also an officer with the HCSO.
 - c. “Buyer” resided in Fairlawn, New Jersey.
 - d. “Broker” was a licensed real estate broker and the registered agent of a real estate company located in Jersey City, New Jersey.
 - e. “Victim Bank” was a financial institution whose accounts were insured by the Federal Deposit Insurance Corporation (the “FDIC”). The Victim Bank held a lien on the Short Sale Property.

The Conspiracy

2. From in or about September 2015 to on or about December 30, 2015, in Hudson, Mercer, and Monmouth Counties, in the District of New Jersey, and elsewhere, defendant

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did knowingly and intentionally conspire and agree with others to make false statements in connection with the discharge of a loan, for the purpose of influencing the action of a financial institution, the accounts of which were then insured by the FDIC, contrary to Title 18, United States Code, Section 1014.

Object of the Conspiracy

3. The object of the conspiracy was for HERNANDEZ and others to enter into a fraudulent agreement for the sale of the Short Sale Property and cause the Victim Bank to discharge its existing mortgage of the Short Sale Property as against HERNANDEZ.

Manners and Means of the Conspiracy

4. It was a part of the conspiracy that:

- a. At some point prior to in or about June 2015, CC-1 introduced HERNANDEZ to the Broker and the Buyer.
- b. On or about June 20, 2015, HERNANDEZ and the Buyer signed a proposed contract of sale for the Short Sale Property in the amount of approximately \$70,000. On or about July 17, 2015, the Broker sent a copy of the signed contract of sale to the Victim Bank on behalf of HERNANDEZ.

c. On or about September 4, 2015, HERNANDEZ signed a hardship assistance package, in which he falsely stated that he intended to sell the Short Sale Property. HERNANDEZ and CC-1 caused the Broker to submit approximately three months of HERNANDEZ's checking account statements as part of the hardship assistance package to the Victim Bank, but fraudulently withheld information regarding HERNANDEZ's additional assets, including funds in HERNANDEZ's savings account.

d. On or about September 25, 2015, HERNANDEZ signed a second copy of the hardship assistance package, in which he falsely stated that he had \$0 in funds immediately available to apply toward his mortgage delinquency.

e. Also in or about September and October 2015, CC-1 caused the Broker to submit two letters on behalf of HERNANDEZ stating, in pertinent part, "I wish to sell this house and move on with my life."

f. On or about October 23, 2015, the Victim Bank rejected the proposed short sale in the amount of approximately \$70,000 and counter-offered that it would consider a short sale for approximately \$95,000. On or about October 27, 2015, HERNANDEZ accepted the Victim Bank's counteroffer by causing the Broker to send a copy of a revised contract of sale for the Short Sale Property signed by both HERNANDEZ and the Buyer in the amount of approximately \$95,000.

g. On or about December 30, 2015, the closing for the short sale of the Property took place in Pennington, New Jersey. During the closing,

HERNANDEZ and the Buyer executed a short sale affidavit, as required by the Victim Bank, which was notarized and sworn to under penalty of perjury. The affidavit contained a false representation by HERNANDEZ that he would not remain in the Short Sale Property for longer than 90 days, even though HERNANDEZ intended to remain in the Short Sale Property indefinitely.

h. HERNANDEZ and the Buyer also executed a new deed for the Short Sale Property, representing that HERNANDEZ was transferring ownership of the Short Sale Property to the Buyer.

i. Also on or about December 30, 2015, HERNANDEZ and the Buyer caused approximately \$83,048 to be wired to the Victim Bank. HERNANDEZ and the Buyer also caused approximately \$5,700 to be issued as commission to the Broker.

j. On or about January 20, 2016, the Victim Bank sent a copy of the Discharge of the Mortgage in the amount of approximately \$98,036.30 to HERNANDEZ.

k. Following the short sale transaction, despite the representations that HERNANDEZ made to the Victim Bank, the Buyer never took possession of the Property, and HERNANDEZ continued to live at the Short Sale Property.

l. Also following the short sale transaction, on or about February 1, 2016, CC-1 caused the Broker to use the commission from the sale of the Short Sale Property to make a bill payment in the amount of approximately \$6,000 on a credit card used by both CC-1 and the Buyer.

Overt Acts

5. In furtherance of the conspiracy, the following overt acts, among others, were committed in the District of New Jersey and elsewhere:

a. On or about October 27, 2015, HERNANDEZ signed and caused the Broker to send the Victim Bank a copy of a contract of sale for the Short Sale Property in the amount of approximately \$95,000.

b. On or about December 30, 2015, in Pennington, New Jersey, HERNANDEZ signed a short sale affidavit, sworn to under penalty of perjury, that he would not remain in the Short Sale Property for longer than 90 days.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

1. The allegations in this Information are realleged here for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982(a)(2)(A).

2. The United States hereby gives notice to defendant

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that, upon conviction of the offense of conspiracy to make false statements in connection with the release of a loan, contrary to Title 18, United States Code, Section 1014, in violation of Title 18, United States Code, Section 371, as charged in this Information, the United States will seek forfeiture, in accordance with Title 18, United States Code, Section 982(a)(2)(A), of any property constituting, and derived from, proceeds the defendant obtained directly and indirectly as the result of such offense, and all property traceable to such property.

3. If any of the above-described forfeitable property, as a result of any act or omission of HERNANDEZ:

- 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), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other property of HERNANDEZ up to the value of the forfeitable property described above.

A handwritten signature in blue ink that reads "Philip R. Sellinger" with a stylized flourish at the end.

PHILIP R. SELLINGER
United States Attorney

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INFORMATION FOR

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