

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 19-
v. :
DILCIA MERCEDES : 18 U.S.C. §§1030(a)(4) and 1956

INFORMATION

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

Count 1
[18 U.S.C. §1030 – Unauthorized Access of a Computer with Intent to Defraud]

The Defendant and Other Entities or Organizations

1. At all times relevant to this Information:
 - a. Company 1, with offices in Mount Laurel, New Jersey, was a New Jersey corporation doing business as a mortgage lender throughout the United States, including in the State of New Jersey. As a mortgage lender, Company 1 extended mortgage loans and disbursed mortgage loan proceeds to fund the financing of residential properties. Company 1 maintained a computer system that was password-protected. Company 1 maintained escrow accounts at Key Bank.
 - b. Key Bank, JP Morgan Chase, Citibank, PNC Bank, TD Bank, Wells Fargo Bank, Bank of America, Eastern Bank, People’s United Bank, Valley National Bank, Santander Bank and Navy Federal Credit Union were

financial institutions, the deposits of which were insured by the Federal Deposit Insurance Corporation (“FDIC”).

c. Reloadable debit/credit cards:

i. Green Dot Corporation was an issuer of prepaid MasterCard and Visa cards in the United States. The cards were used like normal debit or credit cards, but they were not backed by a checking account or line of credit. Green Dot debit cards were issued by Green Dot Bank, an FDIC insured bank. In order for Green Dot to accept direct deposits, a temporary card purchased in a retail store must be personalized by registering the temporary card via a telephone call to Green Dot or via going online and registering the temporary card with Green Dot. As part of this process, the applicant must provide Green Dot with a name, social security number, and address. Once the card was activated and funds were loaded on it, a Green Dot card could be used to make purchases and cash withdrawals and to wire money.

ii. American Express, Capital One Bank, N.A. and Netspend were issuers of prepaid cards in the United States.

d. MetaBank, headquartered in Sioux Falls, South Dakota, was a bank the deposits of which were insured by the FDIC. MetaBank, as part of its banking services, provided bank credit cards to qualified applicants.

e. Defendant DILCIA MERCEDES was a resident of Camden, New Jersey. Defendant MERCEDES was employed at Company 1 as a payment processor in the Loan Servicing/Treasury Department. Defendant

MERCEDES had access to Company 1's computer system but that access was limited to the performance of her authorized work-related duties.

f. Individual 1 and Individual 2 were employed at Company 1 in the Loan Servicing/Treasury Department.

The Charge

2. From in or around September 2014 through in or around May 2017, in Burlington County, in the District of New Jersey and elsewhere, defendant

DILCIA MERCEDES

knowingly and with intent to defraud accessed a protected computer owned by Company 1 without authorization, and exceeded her authorized access, and by means of such conduct furthered the intended fraud and obtained something of value, specifically \$2,087,697.

In violation of Title 18, United States Code, Sections 1030(a)(4), and (c)(3)(A).

The Scheme and Artifice to Defraud

3. It was the object of the scheme to defraud for defendant DILCIA MERCEDES and others to obtain money and property by diverting unclaimed escrow payments that Company 1 retained by accessing Company 1's computer system and requesting that Company 1 send the payments, via wire transfers/automated clearing house ("ACH") transfers, to bank accounts controlled by defendant MERCEDES, her family members and her associates. During the course of the scheme to defraud, defendant MERCEDES caused

herself to be paid over in excess of \$2,000,000 by Company 1 based on fraudulent entries into Company 1's computer system.

Manner and Means of the Scheme to Defraud

4. It was part of the scheme to defraud that beginning in or about September 2014, defendant DILCIA MERCEDES was hired by Company 1 as a payment processor. As a payment processor, defendant MERCEDES handled customers' unclaimed escrow checks that were returned by mail to Company 1.

5. It was further part of the scheme to defraud that defendant DILCIA MERCEDES accessed Company 1's computer system and made entries cancelling the escrow checks to make it appear that the customer requested the unclaimed funds to be wire transferred to their bank account.

6. It was further part of the scheme to defraud that defendant DILCIA MERCEDES used the login and password of other Company 1 employees to approve the fraudulent wire transfer requests.

7. It was further part of the scheme that defendant DILCIA MERCEDES applied for reloadable debit cards, at places such as Green Dot, Metabank, and American Express, using the names, dates of birth and Social Security numbers of family members, friends and associates.

8. It was further part of the scheme that defendant DILCIA MERCEDES caused Company 1 to issue wire transfers to bank accounts at JP Morgan Chase, Key Bank and MetaBank and accounts at GreenDot in the names of defendant MERCEDES's family members and nominee names.

9. It was further part of the scheme that after defendant DILCIA

MERCEDES's family members, friends and associates received the wire transfers they withdrew some of the proceeds in cash and provided it to defendant MERCEDES.

10. It was further part of the scheme that on or about the dates listed below, defendant DILCIA MERCEDES accessed Company 1's computer system using another employee's login and password and either entered requests for wire transfer payment for monies or approved the payments to her family members and associates. Thereafter, wire transfers were sent from Company 1's Key Bank account to the accounts of individuals associated with defendant MERCEDES at the following institutions.

Date	Request For Payment	Approved	Wire	Receiving Bank	Relation to MERCEDES
6/17/15	MERCEDES	Individual 2	\$2,019	Green Dot	Family Member
7/16/15	MERCEDES	Individual 2	\$2,048	Wells Fargo	Family Member
7/21/16	Individual 1	MERCEDES	\$4,226	PNC Bank	Associate
1/17/17	Individual 1	MERCEDES	\$7,768	American Express	Family Member
2/7/17	Individual 1	MERCEDES	\$5,865	Green Dot	Family Member
3/31/17	Individual 1	MERCEDES	\$6,443	American Express	Family Member

COUNT 2
[18 U.S.C. § 1956 – Money Laundering]

1. Paragraphs 1 and 3 through 10 of Count 1 of the Information are incorporated as if set forth in full herein.

2. From in or around September 2014 through in or around May 2017, in Burlington County, in the District of New Jersey, and elsewhere, defendant

DILCIA MERCEDES

did knowingly conduct and attempt to conduct financial transactions affecting interstate and foreign commerce, which involved the proceeds of specified unlawful activity, that is unauthorized access of a computer with intent to defraud, contrary to Title 18, United States Code, Section 1030(a), knowing that the transaction was designed in whole and in part to conceal and disguise, the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transactions, the defendant knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States, Code, Section 1956(a)(1)(B)(i), and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATION

1. The allegations contained in Counts 1 and 2 of this Information are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(1), and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense in violation of Title 18, United States Code, Section 1956 set forth in Count 2 of this Information, the defendant, DILCIA MERCEDES, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of such violation. The property to be forfeited includes, but is not limited to, the following: the sum of \$2,087,697.

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 pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section

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

All pursuant to 18 U.S.C. § 982(a)(2)(A) and 28 U.S.C. § 2461(c).

Craig Carpenito

CRAIG CARPENITO
United States Attorney

CASE NUMBER: 19-

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

DILCIA MERCEDES

INFORMATION FOR

18 U.S.C. §1030

18 U.S.C. §1956

CRAIG CARPENITO
U.S. ATTORNEY, NEWARK, NEW JERSEY

JASON M. RICHARDSON
ASSISTANT U.S. ATTORNEY
CAMDEN, NEW JERSEY
(856) 757-5026

USA-48AD8
(Ed. 1/97)