

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO.</b> _____
<b>v.</b>	<b>:</b>	<b>DATE FILED:</b> _____
<b>MIQUEAS SANTANA</b>	<b>:</b>	<b>VIOLATIONS:</b>
	<b>:</b>	<b>18 U.S.C. § 657 (misapplication and embezzlement–1 count)</b>
	<b>:</b>	<b>18 U.S.C. 1957 (money laundering-1 count)</b>
	<b>:</b>	<b>Notice of forfeiture</b>

**INFORMATION**

**COUNT ONE**

**THE UNITED STATES ATTORNEY CHARGES THAT:**

At all times material to this information:

1. Borinquen Federal Credit Union (BFCU) was a federal credit union located in Philadelphia, Pennsylvania, insured by the National Credit Union Association (NCUA)
2. Defendant MIQUEAS SANTANA was a member of the Board of Directors of BFCU, and among other duties, was responsible for reviewing loan applications.
3. Defendant MIQUEAS SANTANA was also a member of the BFCU with five accounts: a personal savings and checking account; a savings and checking account for his business, Myasa Notary (“Myasa”); and, a savings account for his real estate business, Centurion MS LLC (“Centurion”).
4. Prior to July 2008, defendant MIQUEAS SANTANA learned that Ignacio Morales, charged elsewhere, the former Manager of BFCU, cashed falsely obtained tax refund checks at BFCU by falsely reflecting that the checks had been deposited into the accounts of defendant SANTANA, and then withdrew funds equal to the value of the checks from the same

accounts.

5. From in or about July 2009 through on or about June 24, 2011, defendant MIQUEAS SANTANA, with the permission and approval of Ignacio Morales, withdrew money from his BFCU bank accounts without depositing sufficient money into the accounts to cover the withdrawals, resulting in deficit account balances in his five personal and business savings and checking accounts of \$528,798.29.

6. On or about January 2009, defendant MIQUEAS SANTANA obtained a \$175,000 loan from Person 1 to purchase real estate investment properties through his company Centurion MS, LLC. From July 2009 through June 2011 defendant MIQUEAS SANTANA repaid the loan with BFCU money, and allowed the repayments to be reflected as ever-increasing deficits in his personal and Centurion accounts at BFCU.

7. Throughout this same period, defendant MIQUEAS SANTANA purchased numerous real estate properties, often in the name of his real estate business, Centurion MS LLC.

8. Throughout this same period, defendant MIQUEAS SANTANA continued to operate Myasa, a check cashing and notary public business. Many vendors who provided services to this business were permitted to withdraw monies owed to them from defendant SANTANA's Myasa account at BFCU. Defendant SANTANA failed to deposit sufficient money into the Myasa account to cover the withdrawals taken by defendant SANTANA's vendors.

9. During the period from in or about July 2009 through on or about June 24, 2011, in the Eastern District of Pennsylvania, defendant

**MIQUEAS SANTANA,**

being an officer, director, agent, employee of, or connected in any capacity with Borinquen

Federal Credit Union, a credit union insured by the National Credit Union Association, with intent to defraud the Borinquen Federal Credit Union, willfully misapplied or embezzled, abstracted, and purloined the sum of \$528,798.29 of the moneys, funds or credits belonging to Borinquen Federal Credit Union.

All in violation of Title 18 , United States Code, Section 657.

**COUNT TWO**

**THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 of Count One are incorporated here by reference.
2. During the period from in or about January 2009 through in or about June 2011, in Philadelphia, in the Eastern District of Pennsylvania, defendant

**MIQUEAS SANTANA**

knowingly engaged in monetary transactions affecting interstate commerce in criminally derived property of a value greater than \$10,000, in that he used approximately \$124,500 taken from Borinquen Federal Credit Union to purchase real estate, including 1910 Mascher Street, Philadelphia, 3812 N. Fairhill Street, Philadelphia, 3921 N. Franklin Street, Philadelphia, 3947 N. Franklin Street, Philadelphia, 4972 Rising Sun Avenue, Philadelphia, 516 E. Thelma Street, Philadelphia, and such property was derived from a specified unlawful activity, that is misapplication or embezzlement, in violation of Title 18, United States Code, Section 657.

All in violation of Title 18, United States Code, Section 1957.

## NOTICE OF FORFEITURE

### THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. As a result of the violation of Title 18, United States Code, Sections 657 and 1957 set forth in this information, the defendant

#### **MIQUEAS SANTANA**

shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property. The property to be forfeited includes, but is not limited to, the following:

- a. 1910 Mascher Street, Philadelphia,
- b. 3812 N. Fairhill Street, Philadelphia,
- c. 3921 N. Franklin Street, Philadelphia,
- d. 3947 N. Franklin Street, Philadelphia,
- e. 4972 Rising Sun Avenue, Philadelphia, and
- f. 516 E. Thelma Street, Philadelphia.

2. 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, it is the intention of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek

forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to 18 U.S.C. § 982(a)(1) and (a)(2)(A).

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**ZANE DAVID MEMEGER**  
**UNITED STATES ATTORNEY**