

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
JOHN O. PASTORE CENTER. 68-1
1511 PONTIAC AVENUE
CRANSTON, RHODE ISLAND 02920**

IN THE MATTER OF:

**LOUIS MARANDOLA and
GINA RONCI-MOHAMED,**

Respondents.

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DBR No. 15RE023

**EMERGENCY ORDER SUMMARILY SUSPENDING LICENSES,
NOTICE OF INTENT TO REVOKE LICENSES, IMPOSE ADMINISTRATIVE
PENALTIES, AND PROVIDE NOTICE OF OPPORTUNITY FOR HEARING**

Pursuant to R.I. Gen. Laws §§ 5-20.5-1, *et seq.*, and 42-35-14(c), the Director (“Director”) of the Department of Business Regulation (“Department”) hereby issues this Emergency Order Summarily Suspending License, Notice of Intent to Revoke License, Impose Administrative Penalty, and Provide Notice of Opportunity for Hearing (“Emergency Order”) to Louis Marandola and Gina Ronci-Mohamed. (“Respondents”).

Upon receipt of a written request for a hearing within thirty (30) days of the date of this Order, a Hearing Officer will be appointed by the Director and the matter will be set down for hearing no less than twenty (20) and no more than sixty (60) days from the date such request is received. The Director will promptly notify the Respondent of the time and place for any hearing. If no hearing is requested and none is ordered by the Director, this Order shall become permanent thirty (30) days after entry and shall remain in effect unless or until it is modified or vacated by the Director or his successor.

The Director makes the following findings of fact and conclusions of law with respect to entry of this Emergency Order:

A. STATUTORY/REGULATORY JURISDICTION

The Department has jurisdiction over this matter pursuant to R.I. Gen Laws § 5-20.5-1, *et seq.*, R.I. Gen Laws § 42-14-1, *et seq.*, R.I. Gen Laws § 42-35-1, *et seq.*, and *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons.*

B. FACTS

1. Respondent Marandola is licensed by the Department as a broker to engage in the business of real estate, holding license No.REB0015543, pursuant to the terms and provisions of R.I. Gen. Laws § 5-20.5-1, *et seq.*, and *Commercial Licensing Regulation 11– Real Estate Brokers and Salespersons.*

2. Respondent Ronci-Mohamed is licensed by the Department as a salesperson to engage in the business of real estate, holding license No. RES.0034436, issued pursuant to the terms and provisions of R.I. Gen. Laws § 5-20.5-1, *et seq.*, and *Commercial Licensing Regulation 11– Real Estate Brokers and Salespersons.*

3. December 17, 2015, a Grand Jury for the United States District Court for the District of Rhode Island issued an Indictment naming both Respondents as criminal defendants, in the matter of criminal case No. 15-120M. A true copy of that Indictment is attached hereto and incorporated herein by reference, and contains all relevant allegations to this administrative enforcement action.

4. The criminal charges listed in that Indictment are as follows:
 - a. Conspiracy to Commit Bank Fraud, in violation of 18 U.S.C. § 1349;
 - b. Bank Fraud, in violation of 18 U.S.C. § 1344;
 - c. Wire Fraud, in violation of 18 U.S.C. § 1343;
 - d. Aggravated Identity Theft, in violation of 18 U.S.C. § 1028A;
 - e. Tampering with a Witness, in violation of 18 U.S.C. § 1512;
 - f. False Statement, in violation of 18 U.S.C. § 1010;
 - g. Aiding and Abetting, in violation of 18 U.S.C. § 2.

5. The basis for the criminal Indictment against Respondents Marandola and Ronci-Mohamed was that they engaged in a conspiracy with five (5) other individuals which began on or about October, 2007 to a date as late as on or about December 16, 2013 in Rhode Island and elsewhere to commit bank fraud in connection with the purchase, sale and mortgage financing of residential real estate by knowingly executing a schedule to defraud numerous financial institutions by fraudulent means.

6. The purpose of the conspiracy was to unlawfully enrich themselves by fraudulently obtaining and using the properties, obtaining fees, commissions and other income associated with the purchase and sale of properties, and fraudulently obtaining mortgage loans for borrowers, some insured by FHA, for which the borrowers were not eligible.

7. Respondent Marandola, was charged with one count of conspiracy, five counts of bank fraud, three counts of wire fraud and six counts of aggravated identity theft.

8. Respondent Mohamed was charged with one count of conspiracy, two counts of bank fraud, two counts of aggravated identity theft, and one count of false statement.

C. RELEVANT LAW

1. R.I. Gen. Laws § 5-20.5-14(a)(1) authorizes the Department to suspend or revoke a license where a licensee makes a substantial misrepresentation in a real estate transaction.

2. R.I. Gen. Laws § 5-20.5-14(a)(14) authorizes the Department to suspend or revoke a license where a licensee has been convicted in a federal court of forgery, embezzlement, obtaining money under false pretenses, bribery, larceny, extortion, conspiracy to defraud or any similar offense, or has pled guilty to any such offense.

3. R.I. Gen. Laws § 5-20.5-14(a)(15) authorizes the Department to suspend or revoke a license where a licensee violates any rule or regulation promulgated by the commission or the Department.

4. R.I. Gen. Laws § 5-20.5-14(a)(20) authorizes the Department to suspend or revoke a license where a licensee demonstrates bad faith, dishonesty, untrustworthiness, or incompetency.

5. R.I. Gen. Laws § 42-35-14(c) provides that if the Department finds that public health, safety, or welfare imperatively requires emergency action, and incorporates a finding to that effect in its order, summary suspension of license may be ordered pending proceedings for revocation or other action.

6. Based on the foregoing, the Department has sufficient cause to initiate administrative proceedings to sanction the Respondents' real estate licenses via suspension or revocation pursuant to R.I. Gen. Laws § 5-20.5-15(a).

D. BASIS FOR EMERGENCY ACTION

Based on the foregoing, the Department has adequate cause to believe that Respondents have each individually, and in conspiracy with one another, violated the provisions of R.I. Gen. Laws § 5-20.5-14(a)(1), (14), (15), (20), and Section 13 of Commercial Licensing Regulation 11 – *Real Estate Brokers and Salespersons*.

The Director finds that, based on the facts alleged in the United States District Court indictment in Criminal Case No 15-120M, the public welfare imperatively requires that Respondents’ real estate licenses be summarily suspended, pursuant to R.I. Gen. Laws § 42-35-14(c).

E. ORDER

Accordingly, it is hereby ORDERED:

1. That, pursuant to R.I. Gen. Laws § 42-35-14(c), Respondent Marandola’s real estate brokers license is immediately suspended;
2. That, pursuant to R.I. Gen. Laws § 42-35-14(c), Respondent Ronci-Mohamed’s real estate salesperson license is immediately suspended;
3. That Respondents shall forthwith cease and desist from any activity requiring licensure as defined in the Rhode Island General Laws pertaining to real estate and *Commercial Licensing Regulation 11 – Real Estate Brokers and Salespersons*.

F. NOTICE OF INTENT TO REVOKE

Pursuant to R.I. Gen. Laws § 5-20.7-15(a), Respondents may, within twenty (20) days, file with the Director a request for a hearing setting out her answer to the grounds for suspension, revocation or administrative penalty specified in this Notice. The Director shall consider the

answer and set a date for the hearing, notifying the Respondents of that date at least twenty (20) days prior to the hearing date.

If Respondents fail to request a hearing within twenty (20) days of the date of this Notice, no hearing shall be held on this matter and the Director shall order the revocation of Respondents' licenses.



Macky McCleary, Director

Dated: 2/9/16

Entered as Administrative Order No. 16 -09 on this 9th day of February, 2016

CERTIFICATION

I hereby certify on this 9th day of February, 2016, that a copy of the within Emergency Order was mailed by certified mail, return receipt requested, and also by first class mail, postage prepaid, to:

Gina M. Ronci-Mohamed Exit Realty Pinnacle 25 Messenger Street Plainville, MA 02762	Louis Marandola Core Properties 1865 Post Road Warwick, RI 02886
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and by electronic mail to the following parties at the Department of Business Regulation: Maria D'Alessandro, Esq. Deputy Director, Commercial Licensing; William DeLuca, Real Estate Administrator, Ellen R. Balasco, Esq. Deputy Chief of Legal Services.



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA

v.

LOUIS MARANDOLA
BRIAN MCCAFFREY
RAFFAELE MARZIALE
LAUREN SIENKO
GINA RONCI MOHAMED
EDWIN RODRIGUEZ

Criminal Case No. ~~15-120M~~

15-120M

Violations:

- 18 U.S.C. § 1349 - (Conspiracy)
- 18 U.S.C. § 1344 - (Bank Fraud)
- 18 U.S.C. § 1343 - (Wire Fraud)
- 18 U.S.C. § 1028A - (Aggravated identity theft)
- 18 U.S.C. § 1512 - (Tampering with a witness)
- 18 U.S.C. § 1010 - (False statement)
- 18 U.S.C. § 2 - (Aiding and Abetting)

INDICTMENT

The Grand Jury charges that:

COUNT 1

(Conspiracy to Commit Bank Fraud)

The Defendants and Relevant Companies

At all times relevant to this Indictment, unless herein stated:

1. Defendant LOUIS MARANDOLA ("MARANDOLA") was an attorney and real estate broker licensed in the state of Rhode Island.
2. Prior to August 2011, MARANDOLA operated Amerititle, LLC ("Amerititle"), a real estate escrow and title insurance business located at 132 Old River Road, Lincoln, RI. MARANDOLA, acting as a settlement agent on behalf of Amerititle,

conducted real estate closings and issued title insurance in connection with mortgage loans.

3. As the settlement agent, MARANDOLA was responsible for collecting funds from the parties to the transaction. Typically, in the case of a real estate purchase financed by a mortgage loan, these funds included the down payment from the borrower and the loan proceeds from the lender. MARANDOLA, as the settlement agent, was responsible for holding these funds in escrow, until he disbursed the funds to any lienholders and paid any expenses, commissions or fees incurred as part of the real estate transaction. As the settlement agent, MARANDOLA was obligated to pay the remaining balance of funds, if any, to the seller of the property.

4. On or about July 15, 2011, Wells Fargo Bank, N.A. ("Wells Fargo") and Sierra Pacific Mortgage Company, Inc. ("Sierra Pacific") removed Amerititle and MARANDOLA from the list of approved settlement agents causing MARANDOLA to create a new business entity through which to conduct real estate closings.

5. On or about August 14, 2011, MARANDOLA created Clear Close Title & Escrow, LLC ("Clear Close"), a real estate escrow and title insurance business located at 715 Branch Avenue, Providence, RI. MARANDOLA operated Clear Close under the name of R.M.1. That is, it was MARANDOLA's practice to cause R.M.1's name, or a variation thereof, to be typed on documents submitted to lenders giving the false impression that R.M.1 served as the settlement agent on behalf of Clear Close, when in fact the settlement agent was MARANDOLA.

6. In addition to his real estate title and escrow business, MARANDOLA also operated a real estate brokerage, Core Properties, LLC ("Core"), through which he and the salespersons operating under him, listed and sold properties in Rhode Island.

7. Defendant GINA RONCI MOHAMED ("RONCI") was a licensed real estate agent in the state of Rhode Island who worked at Core for MARANDOLA. RONCI listed properties for sale and prepared various real estate documents, including Purchase and Sales Agreements.

8. Defendant BRIAN MCCAFFREY ("MCCAFFREY") was a mortgage loan originator licensed in the state of Rhode Island since 2008 and the state of Massachusetts since 2010. As a loan originator, MCCAFFREY assisted borrowers in obtaining financing for the purchase of real estate.

9. Between on or about January 2008 and on or about June 2010, MCCAFFREY worked for a mortgage company located at 132 Old River Road, Lincoln, RI.

10. Between on or about June 2010 and on or about January 2014, MCCAFFREY worked for Sierra Pacific. MCCAFFREY was the branch manager of Sierra Pacific's Providence office located at 715 Branch Avenue, Providence, RI. MCCAFFREY shared office space at 715 Branch Avenue with MARANDOLA, who frequently served as the settlement agent for real estate closings of loans originated by the Sierra Pacific Providence branch.

11. Defendant LAUREN SIENKO ("SIENKO") was a loan processor supervised by MCCAFFREY. SIENKO worked for MCCAFFREY in 2007 and 2008 at the mortgage company located at 132 Old River Road, Lincoln, RI. Between August 2010 and January 2014, SIENKO was employed by Sierra Pacific and worked in the Sierra Pacific Providence office located at 715 Branch Avenue. During that same period of time, SIENKO also performed administrative or secretarial work for MARANDOLA.

12. Defendant RAFFAELE MARZIALE ("MARZIALE") acted as a loan officer for Sierra Pacific although he was not a licensed loan officer and was not an employee of Sierra Pacific. MARZIALE, at the direction of MCCAFFREY, and with the assistance of MCCAFFREY and SIENKO, caused mortgage loan applications to be submitted to Sierra Pacific under MCCAFFREY's name and license number on behalf of borrowers seeking to obtain mortgage loans.

13. Defendant EDWIN RODRIGUEZ ("RODRIGUEZ") was a real estate investor in the state of Rhode Island. RODRIGUEZ owned R&S Multiservices, LLC ("R&S") located at 938 Chalkstone Avenue, Providence, RI, with his partner, R.M.2. R&S was a business offering a variety of services, such as insurance, notary, tax preparation, loan modifications, and translation services. RODRIGUEZ used R&S to recruit borrowers to purchase real estate owned by him and his associates.

Real Estate Mortgage Lenders

14. Washington Mutual Bank, F.A. ("Washington Mutual"), now JPMorgan Chase ("JPMorgan"), was a financial institution doing business in the District of Rhode

Island, the deposits of which were insured by the Federal Deposit Insurance Corporation ("FDIC"). Washington Mutual was a Federal Housing Administration ("FHA") approved direct endorsement lender.

15. Flagstar Bank, F.S.B. ("Flagstar Bank") was a financial institution doing business in the District of Rhode Island, the deposits of which were insured by the FDIC. Flagstar was an FHA approved direct endorsement lender.

16. Bank of America, N.A. ("Bank of America"), was a financial institution doing business in the District of Rhode Island, the deposits of which were insured by the FDIC. Bank of America was an FHA approved direct endorsement lender.

17. Wells Fargo was a financial institution doing business in the District of Rhode Island, the deposits of which were insured by the FDIC. Wells Fargo was an FHA approved direct endorsement lender.

18. Sierra Pacific was a mortgage lending business that financed debt secured by an interest in real estate. Sierra Pacific was an FHA approved direct endorsement lender.

Federal Housing Administration Mortgage Insurance

19. Through its Section 203(b) Program (the "Program"), the United States Department of Housing and Urban Development ("HUD") provides mortgage loan insurance for qualifying residential real estate loans to individuals with low or moderate incomes. The insurance is provided through the FHA, a component of HUD, and the

loans are financed through private financial institutions. The Program provides mortgage insurance for the loan amount used to purchase real property.

20. HUD approves certain banks and mortgage companies as "direct endorsement lenders" to underwrite, approve, and close Section 203(b) mortgage loans. Direct endorsement lenders submit such mortgage loans to HUD for FHA insurance. To obtain FHA insurance, the direct endorsement lenders submit to HUD a case binder containing, among other things, loan documents, closing materials, and documents relating to the creditworthiness of the borrower. For each qualifying loan closed by a direct endorsement lender, HUD issues mortgage insurance certifications.

The Conspiracy

21. Beginning on or about October 9, 2007 and continuing until a date unknown, but at least as late as on or about December 16, 2013, in the District of Rhode Island and elsewhere, defendants

LOUIS MARANDOLA
BRIAN MCCAFFREY
RAFFAELE MARZIALE
LAUREN SIENKO
GINA RONCI MOHAMED
and
EDWIN RODRIGUEZ

did knowingly, willfully, and unlawfully combine, conspire and agree with each other and with others known and unknown to the Grand Jury to commit bank fraud in connection with the purchase, sale and mortgage financing of residential real estate

by knowingly executing and attempting to execute a scheme and artifice to defraud financial institutions, namely, Washington Mutual, Flagstar Bank, Bank of America, Wells Fargo, and Sierra Pacific, and to obtain moneys, funds, assets, and other property owned by, and under the custody and control of said financial institutions by means of materially false and fraudulent pretenses, representations, and promises, in violation of 18 U.S.C. § 1344.

Purpose of the Conspiracy

22. The purpose of the conspiracy was for the co-conspirators to unlawfully enrich themselves by:

- a. Fraudulently obtaining the use and enjoyment of properties;
- b. Fraudulently obtaining fees, commissions, and other income associated with the purchase and sale of properties to which they were not entitled;
- c. Fraudulently obtaining real estate mortgage loans for borrowers, including mortgage loans insured by the FHA, for which the borrowers were not eligible; and,
- d. Concealing their involvement in the scheme from others.

Manner and Means of the Conspiracy

The manner and means by which the co-conspirators sought to accomplish and did accomplish the purpose of the conspiracy included, among others, the following:

23. It was part of the conspiracy that the co-conspirators purchased and owned individually, in the names of their family members or others under their control, or in the names of business entities controlled by the co-conspirators, numerous residential real estate properties in Rhode Island (hereinafter "the Target Properties").

24. It was further part of the conspiracy that the co-conspirators concealed their ownership interest in the Target Properties from others, including purchasers and lenders.

25. It was further part of the conspiracy that the co-conspirators identified and recruited purchasers for the Target Properties.

26. It was further part of the conspiracy that the co-conspirators assisted these purchasers (hereinafter "the Borrowers") in obtaining mortgage loans from federally insured financial institutions (collectively, "the Lenders") under false and fraudulent pretenses (hereinafter "the fraudulent mortgage loans").

27. It was further part of the conspiracy that the co-conspirators inflated the purchase price of the Target Properties causing the Borrowers to obtain a larger loan.

28. It was further part of the conspiracy that the co-conspirators misrepresented the income and assets of the Borrowers so that the Borrowers could obtain a larger loan.

29. It was further part of the conspiracy that RODRIGUEZ and the other co-conspirators created false documents, including counterfeit bank statements using the names and account numbers of other individuals, to misrepresent and inflate the

income and assets of the Borrowers. These false documents were submitted to the Lenders in support of the fraudulent mortgage loans.

30. It was further part of the conspiracy that MARANDOLA, on behalf of Amerititle and Clear Close, served as the settlement agent for the fraudulent mortgage loans, participating in the creation and submission of false documents, including false HUD-1 forms and Addendums, to the Lenders.

31. It was further part of the conspiracy that MARANDOLA, MCCAFFREY and SIENKO concealed MARANDOLA's involvement and participation in the fraudulent mortgage loans from the Lenders by the use of another attorney's name on documents submitted to the Lenders.

32. It was further part of the conspiracy that MARANDOLA did not collect a down payment from the Borrowers although the Lenders approved each Borrower's mortgage application contingent upon payment of a down payment.

33. It was further part of the conspiracy that the co-conspirators made and caused to be made fraudulent property deeds, which were submitted to the Lenders and filed with the appropriate municipalities' Recorder of Deeds.

34. It was further part of the conspiracy that MCCAFFREY, a licensed mortgage loan originator, induced and permitted MARZIALE, an unlicensed loan officer, to impersonate MCCAFFREY when dealing with the Lenders and the Borrowers.

35. It was further part of the conspiracy that RONCI and the other co-conspirators falsely represented to the Lenders that RONCI, a licensed real estate

agent, was involved in the real estate transactions funded by the fraudulent mortgage loans so as to give the real estate transactions the appearance of being "arm's-length."

36. It was further part of the conspiracy that the co-conspirators shared in the proceeds from the fraudulent mortgage loans.

Acts in Furtherance of the Conspiracy

In furtherance of the conspiracy and to accomplish its purpose, at least one of the following overt acts, among others, was committed by one or more of the co-conspirators in the District of Rhode Island and elsewhere:

15 Metcalf Street, Providence, RI

37. From in or about January 2007 through in or about January 2008, MARANDOLA, MCCAFFREY and SIENKO created and submitted false documents in connection with MCCAFFREY's efforts to obtain a mortgage loan from Washington Mutual for 15 Metcalf Street, a two-family residential property in Providence, RI, including the following overt acts:

a. On or about January 20, 2007, MARANDOLA and J.P. deeded 15 Metcalf Street, a property jointly owned by them, to J.P. for \$1.00. MARANDOLA created this deed to conceal his ownership interest in the 15 Metcalf Street property and to further the eventual transfer of this property to MCCAFFREY. This deed was not recorded until January 3, 2008.

b. On or about October 9, 2007, J.P. deeded 15 Metcalf Street to himself and MCCAFFREY for \$1.00. MARANDOLA created and notarized this deed, which was not filed with the City of Providence Recorder of Deeds until January 3, 2008.

c. On or about a date unknown in 2007, MCCAFFREY signed a fraudulent promissory note purportedly reflecting a loan of \$260,000 from Elmgrove Holdings, RIGP ("Elmgrove") to MCCAFFREY and a mortgage deed to Elmgrove for the 15 Metcalf Street property. The mortgage deed was not filed with the City of Providence Recorder of Deeds. MARANDOLA and his wife, C.M., were general partners of Elmgrove.

d. On or about December 5, 2007, MCCAFFREY submitted or caused to be submitted a false Uniform Residential Loan Application to Washington Mutual for a mortgage loan for 15 Metcalf Street, Providence, RI in the amount of \$265,000. The purpose of the loan listed on the application was, "Refinance." The application was materially false in that it represented that: (1) MCCAFFREY, the borrower, intended to make the 15 Metcalf Street property his primary residence, when he then and there knew that it would not be his primary residence and he intended to rent the property; (2) MCCAFFREY intended to sell a property he owned and for which he had owed an existing mortgage loan, 26B Pheasant Run, Smithfield, RI, prior to closing on the 15 Metcalf Street property, when he had no such intention; and, (3) the purpose of the loan was to "Refinance," even though no mortgage had been recorded on the property and no mortgage payments had ever been made by MCCAFFREY to Elmgrove.

e. On or about December 12, 2007, SIENKO and MCCAFFREY caused a false "Request for Verification of Rent or Mortgage" form to be submitted to Washington Mutual with respect to MCCAFFREY's mortgage loan. SIENKO signed the form on behalf of the mortgage broker and MCCAFFREY signed the form. The form also purported to be signed by MARANDOLA's wife, C.M., on behalf of Elmgrove, and falsely represented that MCCAFFREY was current on his monthly mortgage payment to Elmgrove.

f. On or about December 13, 2007, MCCAFFREY submitted or caused to be submitted a false employment verification form to Washington Mutual in support of his application for a mortgage loan for 15 Metcalf Street. MCCAFFREY used the name of D.E., without lawful authority, to complete this form.

g. On or about December 15, 2007, in connection with MCCAFFREY's efforts to obtain a mortgage loan from Washington Mutual, MARANDOLA, as the settlement agent for Amerititle, made and caused to be made a false HUD-1 form reflecting the sale of 26B Pheasant Run, Smithfield, RI by MCCAFFREY. The false HUD-1 form was submitted to Washington Mutual to satisfy its requirement that MCCAFFREY sell the 26B Pheasant Run property prior to the closing on the Washington Mutual mortgage loan. In fact, 26B Pheasant Run had not been sold as MCCAFFREY and MARANDOLA well knew.

h. On or about December 18, 2007, MARANDOLA served as the settlement agent for the closing on MCCAFFREY's Washington Mutual mortgage loan

for 15 Metcalf Street. MARANDOLA concealed his ownership interest in Elmgrove from Washington Mutual. The HUD-1 form showed that Elmgrove received \$261,984.69 at closing purportedly in satisfaction of its loan to MCCAFFREY for 15 Metcalf Street. Elmgrove's proceeds were split between J.P. and MARANDOLA.

i. Between on or about January 8, 2008 and on or about June 2, 2015, MCCAFFREY earned rental income from the rental of the two units located at 15 Metcalf Street.

22 Cherry Street, Pawtucket, RI

38. On or about March 17, 2011, MARANDOLA, as the settlement agent for Amerititle, conducted the real estate closing for the purchase of 22 Cherry Street, Pawtucket, RI. This sale was negotiated by Individual #1, a separately charged co-conspirator. The sale was a short sale, that is, Bank of America, the sellers' mortgagee, agreed to a sale price that was less than what the sellers owed to the bank.

39. On or about March 17, 2011, in connection with the buyer's purchase of 22 Cherry Street, MARANDOLA prepared and submitted a HUD-1 form to Bank of America, the sellers' lender. The sale price indicated on the HUD-1 form submitted to Bank of America was \$160,000.

40. On or about March 17, 2011, MARANDOLA prepared a false HUD-1 form that he caused to be submitted to Wells Fargo, the buyer's lender. The sale price indicated on the HUD-1 form submitted to Wells Fargo for the same transaction was \$167,000.

41. MARANDOLA and his co-conspirators kept for their own use and enjoyment the additional \$7,000 received from Wells Fargo.

42. On or about March 23, 2011, in connection with the sale of 22 Cherry Street, MARANDOLA altered or caused to be altered the "Warranty Deed" prepared by the sellers' attorney to reflect that the sale price was \$167,000. MARANDOLA caused the false "Warranty Deed" to be filed with the City of Pawtucket Recorder of Deeds.

63 Wendell Street, Providence, RI

43. From in or about August 5, 2010 through in or about December 20, 2012, MARANDOLA, Individual #1, MCCAFFREY, MARZIALE, SIENKO, RONCI and RODRIGUEZ, created and submitted false documents to Flagstar Bank or Sierra Pacific in connection with the purchase, use and sale of 63 Wendell Street, Providence, RI, including the following overt acts:

a. On or about August 5, 2010, MARANDOLA, as the settlement agent for Amerititle, prepared or caused to be prepared a HUD-1 form reflecting the purchase of 63 Wendell Street, Providence, RI by O.R., a then deceased individual.

b. On or about August 5, 2010, MARANDOLA notarized a mortgage signed in O.R.'s name in connection with an FHA mortgage loan from Flagstar Bank in the amount of \$157,102. The funds from this mortgage loan were used by Individual#1 to purchase 63 Wendell Street in the name of O.R.

c. On or about September 7, 2010, Individual #1 forged and caused to be forged O.R.'s signature on a quitclaim deed transferring title of 63 Wendell Street from O.R. to O.R. and Individual #1.

d. Between on or about August 5, 2010 and on or about July 10, 2011, no one, including Individual #1, made payments to Flagstar Bank in connection with the mortgage loan for 63 Wendell Street. On or about July 10, 2011, as a result of the default on the 63 Wendell Street mortgage loan, HUD paid a claim to Flagstar Bank in the amount of \$165,062.94.

e. The promissory note executed in connection with the \$157,102 mortgage loan in the name of O.R. (hereinafter "the note") was sold by HUD after it paid the claim to Flagstar Bank. The note was sold several times after the default.

f. On or about March 1, 2012, MARANDOLA contacted his associates, J.P. and J.M., about investing in 63 Wendell Street through the purchase of the note. On that date, MARANDOLA emailed J.P. and J.M. about the property stating,

But I know the owners of Wendell, I know them pretty good as [Individual #1] is one of my stooges and they will sign off my friend. You are dealing with the master in this one.

g. On or about March 6, 2012, MARANDOLA wrote to J.P. and J.M.,

Hello ladies. Tomorrow, I will forward a check to Tomasso and Tomasso. I need \$18,250.00 from each of you and an assignment will go into 63 Wendell Street, LLC. Each of you will be a member of the LLC. Eggplant head Russo, will be doing the loan with endeavor and the spanish retards will be coming in to do deed in lieu which will be held in escrow.

PLEASE COOPERATE AS YOU WILL MAKE MONEY WITH ME AND
NO NONSENSE.

h. On or about March 28, 2012, 63 Wendell Street, LLC, a corporation formed by MARANDOLA, purchased the note to 63 Wendell Street for \$35,000 with funds obtained from J.M.

i. In or about October 2012, the exact date unknown, R.M.2, RODRIGUEZ's partner at R&S, negotiated with MARANDOLA and MARZIALE for R.M.2's mother to purchase 63 Wendell Street.

j. MARANDOLA and MARZIALE offered R.M.2 \$20,000 if his mother would purchase 63 Wendell Street for \$160,000 taking out an FHA mortgage loan to purchase the property. During these negotiations, MARANDOLA and MARZIALE told R.M.2 that his mother would not have to pay a down payment, although a down payment is required for an FHA mortgage loan.

k. On or about October 17, 2012, RODRIGUEZ emailed a fabricated Bank of America account statement in the name of R.M.2's mother to MARZIALE and MARANDOLA for submission to Sierra Pacific in support of the application for an FHA mortgage loan for 63 Wendell Street in the name of R.M.2's mother.

l. On or about October 19, 2012, RONCI listed the 63 Wendell Street property on MLS.com ("MLS"), an online real estate listing service to give the purchase of 63 Wendell Street the appearance of being an arm's length transaction.

m. On or about October 31, 2012, MCCAFFREY submitted or caused to be submitted a false Uniform Residential Loan Application to Sierra Pacific on behalf of R.M.2's mother for a mortgage loan in the amount of \$156,610 for the purchase of 63 Wendell Street. The application was false in that the assets of R.M.2's mother were inflated, specifically, the funds held in her Bank of America account.

n. On a date between on or about October 17, 2012 and on or about December 20, 2012, the exact date unknown, MARZIALE fabricated lease agreements related to the rental of units in 63 Wendell Street which were submitted in support of the Sierra Pacific mortgage loan application for R.M.2's mother.

o. On or about a date between October 31, 2012 and December 20, 2012, the exact date unknown, SIENKO prepared and submitted a false "Loan Submission" form to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at a cellular telephone number subscribed to and used by MARANDOLA (hereinafter "MARANDOLA's cellular telephone number").

p. On or about December 20, 2012, MCCAFFREY caused a "Retail Closing Sheet" to be submitted to Sierra Pacific. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

q. On or about December 20, 2012, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with the purchase of the 63 Wendell Street property by R.M.2's mother from 63 Wendell Street, LLC, MARANDOLA's company.

r. The 63 Wendell Street HUD-1 form was false in that it represented that: (1) R.M.2's mother paid a down payment of \$5,638.45, when in fact no down payment was paid; (2) Endeavor Capital, LLC, a private financing company that held a mortgage deed for the 63 Wendell Street property from 63 Wendell Street, LLC, was paid \$58,000 at closing, thereby clearing the title to the property, when in fact the loan with Endeavor Capital, LLC was not paid until nearly a year after R.M.2's mother purchased the 63 Wendell Street property; and, (3) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNeil," when in fact it was MARANDOLA and a disbarred attorney who worked in MARANDOLA's office. At no time, did MARANDOLA, MCCAFFREY or SIENKO notify Sierra Pacific of MARANDOLA's participation in the closing or his ownership interest in the property.

70-72 Laurel Hill Avenue, Providence, RI

44. On or about October 3, 2011, G.C. met with RODRIGUEZ about obtaining a mortgage loan to purchase 70-72 Laurel Hill Avenue, Providence, RI, from an associate of RODRIGUEZ's.

45. On or about December 12, 2011, MCCAFFREY caused a false Uniform Residential Loan Application to be submitted to Sierra Pacific on behalf of G.C. for an

FHA mortgage loan in the amount of \$126,704 for the purchase of 70-72 Laurel Hill Avenue. The application was false in that it represented that G.C. had a bank account at Bank of America containing funds in the amount of \$20,000. The application also falsely represented that D.E. was the loan originator, when in fact it was MCCAFFREY.

46. On a date between on or about October 3, 2011 and on or about December 12, 2011, the exact date unknown, RODRIGUEZ altered G.C.'s Bank of America account statement to inflate G.C.'s balance by \$20,000. RODRIGUEZ caused the altered bank account statement to be forwarded to Sierra Pacific in connection with G.C.'s mortgage loan application.

47. On or about December 12, 2011, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with G.C.'s purchase of the 70-72 Laurel Hill Avenue property. The HUD-1 form was false in that it represented that: (1) G.C. had paid a down payment, when in fact he had not; (2) water and sewer bills were paid, when in fact they were not; and, (3) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNeil," when in fact it was MARANDOLA.

12 Sue Street, Warwick, RI

48. In or about November 2011, the exact date unknown, MARZIALE recruited J.T. to invest in real estate.

49. On a date between in or about November 2011 and on or about March 5, 2012, MARANDOLA negotiated with D.Q., the owner of 12 Sue Street, Providence, RI, and arranged for D.Q. to sell 12 Sue Street for \$55,000.

50. On a date between in or about November 2011 and on or about March 5, 2012, MARZIALE convinced J.T. to purchase 12 Sue Street, Warwick, RI for \$175,000.

51. On or about March 8, 2012, MARZIALE emailed RONCI regarding the purchase of 12 Sue Street by J.T. He copied MARANDOLA on the email, which read,

I need a P&S complete for tomorrow morning dated for today so it looks like they signed on Thursday and then she came in and did the disclosures and we submitted on Friday which is tomorrow. Please make it for \$175,000.00 purchase price with \$100.00 down payment cash deposit. NO INSPECTIONS please very standard P&S. I know your (sic) not feeling (sic) well so if you want to email to me I'll have it (sic) all signed tomorrow by both parties and email you a copy. Jackie is coming in at NOON so I want this submitted tomorrow. Call me with any questions. Thank you.

52. On or about March 8, 2012, RONCI responded to MARZIALE's email, "You will have it. I will get to you."

53. On or about March 9, 2012, MCCAFFREY caused a false Uniform Residential Loan Application to be submitted to Sierra Pacific on behalf of J.T. for an FHA mortgage loan in the amount of \$170,563. The application was false in that it represented that J.T. had \$8,000 in assets in an account at Citizens Bank. The account number listed was MARZIALE's account that he held jointly with his wife.

54. On or about March 30, 2012, MARANDOLA prepared or caused to be prepared a HUD-1 form that was provided to D.Q., the seller of 12 Sue Street. This

HUD-1 form indicated that J.T. purchased 12 Sue Street from D.Q. for \$55,000.

According to this HUD-1 form, the seller, D.Q., would receive \$48,484.25 at closing.

55. On or about March 30, 2012, MARANDOLA prepared or caused to be prepared a second HUD-1 form that was submitted to Sierra Pacific. This second HUD-1 form, used in support of J.T.'s FHA mortgage loan from Sierra Pacific, falsely represented that J.T. purchased 12 Sue Street from D.Q. for \$175,000 and that the cash paid to the seller, D.Q., as a result of the sale was \$168,584.25.

56. The HUD-1 form that MARANDOLA submitted to Sierra Pacific included an Addendum that falsely represented that the settlement agent was "Bob McNeil," when in fact it was MARANDOLA.

57. On or about March 30, 2012, MARANDOLA caused a false "Warranty Deed" to be filed with the City of Warwick Recorder of Deeds. This deed falsely represented that D.Q. sold 12 Sue Street to J.T. for \$175,000.

58. On or about March 31, 2012, MARANDOLA made a check payable to D.Q. for 12 Sue Street in the amount of \$48,484.25.

59. MARANDOLA and the other co-conspirators retained for their own use and enjoyment the \$120,100 difference between what D.Q. received and what the Sierra Pacific HUD-1 form indicated that D.Q. should have received as a result of the sale of 12 Sue Street.

64 Browning Pond Road, Spencer, MA

60. On or about a date unknown, but at least as early as July 13, 2012, MCCAFFREY forwarded an email to MARZIALE from T.H., a prospective Sierra Pacific borrower who was interested in refinancing his mortgage loan on 64 Browning Pond Road, Spencer, MA.

61. On or about August 22, 2012, SIENKO emailed T.H. about his appraisal and asked T.H. to contact "Brian [MCCAFFREY] as soon as possible either at the office or direct on his cell at (401) xxx-1787." The cellular telephone number provided by SIENKO to T.H. was MARZIALE's cellular phone number.

62. On or about March 14, 2013, MARANDOLA and MARZIALE met with T.H. to conduct the closing on the 64 Browning Pond Road property. MARZIALE represented himself to be MCCAFFREY, a licensed loan originator, at this closing.

63. On or about March 14, 2013, MARANDOLA created two HUD-1 forms in connection with T.H.'s mortgage loan with Sierra Pacific for the 64 Browning Pond Road property. One HUD-1 form was provided to T.H. and required that he pay \$19,926.09 at closing, which T.H. did in fact do.

64. The other HUD-1 form was submitted to Sierra Pacific and falsely represented that T.H. paid \$16,679.37 at closing.

65. MARANDOLA and MARZIALE kept for their own use and benefit the \$3,246.72 difference between what T.H. was required to pay and what T.H. paid.

66. On or about June 20, 2013, T.H., who had learned of the two HUD-1 forms, contacted MARANDOLA, who in turn forwarded the email to MARZIALE. Nine minutes later MARZIALE sent himself a reminder which read, "Call [T.H.] and look at fugasi [fake] and real one."

67. On or about June 21, 2013, MARANDOLA sent T.H. an email with a false explanation for the \$3,246.72 difference between what MARANDOLA collected from T.H. and what T.H. owed. In the email, MARANDOLA stated that he would write T.H. a check for the money owed to him. MARANDOLA forwarded this email communication to MARZIALE.

50 Chatham Street, Providence, RI

68. On or about April 24, 2012, RODRIGUEZ caused his girlfriend to borrow \$70,000 from The Carpenter Trust to purchase 50 Chatham Street, Providence, RI.

69. On a date between April 24, 2012 and July 24, 2012, the exact date unknown, RODRIGUEZ negotiated with W.M. regarding the sale of the 50 Chatham Street Property to W.M.

70. On or about July 24, 2012, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of W.M. for a mortgage loan to purchase the 50 Chatham Street property for \$157,000.

71. On or about July 24, 2012, RONCI listed the 50 Chatham Street property on MLS.

72. On a date between on or about July 24, 2012 and on or about September 12, 2012, the exact date unknown, RODRIGUEZ altered W.M.'s Bank of America account statements to inflate W.M.'s account balance. RODRIGUEZ forwarded the altered bank account statement to Sierra Pacific in connection with W.M.'s mortgage loan application.

73. On a date between on or about July 24, 2012 and on or about September 5, 2012, the exact date unknown, RODRIGUEZ fabricated or caused to be fabricated a lease agreement and deposit check made payable to his girlfriend and drawn on the account of F.M. in connection with a fabricated lease agreement for an apartment at 50 Chatham Street.

74. On or about September 5, 2012, SIENKO forwarded the fabricated lease agreement and deposit check to Sierra Pacific in support of W.M.'s mortgage loan application.

75. On or about September 11, 2012, MCCAFFREY and SIENKO caused a false "Retail Closing Sheet" to be submitted to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission.

76. On or about September 12, 2012, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with W.M.'s purchase of the 50 Chatham Street property. The HUD-1 form was false in that it represented that: (1) W.M. had made a down payment, when in fact he had not, and (2)

the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNeil," when in fact it was MARANDOLA.

52-54 Bergen Street, Providence, RI

77. On a date between on or about August 21, 2012 and on or about October 19, 2012, the exact date unknown, MARANDOLA negotiated with D.Q. regarding the sale of 52-54 Bergen Street, Providence, RI. MARANDOLA arranged for D.Q. to sell 52-54 Bergen Street for \$67,000.

78. On or about October 19, 2012, the co-conspirators caused a Purchase and Sales Agreement providing for the purchase of 52-54 Bergen Street by S.E. for \$145,000 to be prepared. RONCI was listed as the seller's and buyer's agent on the Purchase and Sales Agreement.

79. On or about October 20, 2012, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of S.E. for a mortgage loan to purchase 52-54 Bergen Street, Providence, RI for \$145,000.

80. On or about October 19, 2012, an assistant in MARANDOLA's office signed a "Gift Letter" falsely attesting to the fact that he was S.E.'s "cousin" and that he gave her funds. The co-conspirators caused this "Gift Letter" to be submitted to Sierra Pacific in support of S.E.'s mortgage loan application.

81. On or about October 31, 2012, SIENKO submitted a false "Loan Submission" form to Sierra Pacific that falsely represented that "Bob" was the contact at

the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

82. On or about November 29, 2012, RODRIGUEZ emailed false Bank of America account statements in the name of S.E. to MARANDOLA and MARZIALE for submission in support of S.E.'s mortgage loan application.

83. On or about December 7, 2012, MARANDOLA prepared a HUD-1 form that was provided to the seller of 52-54 Bergen Street, D.Q. This HUD-1 form represented that the sale price was \$67,000 and that the cash to seller at closing was \$53,077.72.

84. On or about December 7, 2012, MARANDOLA prepared a second HUD-1 form that was submitted to Sierra Pacific. This second HUD-1 form falsely represented that the sale price was \$143,000 and that the cash to seller at closing was \$126,459.63.

85. The HUD-1 form that was submitted to Sierra Pacific also falsely represented that: (1) S.E. had paid a down payment, when in fact she had not, and (2) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNiel," when in fact it was MARANDOLA.

86. On or about December 7, 2012, MARANDOLA caused a fraudulent "Warranty Deed" reflecting the sale of 52-54 Bergen Street to S.E. for \$143,000 to be created and filed with the City of Providence Recorder of Deeds. MARANDOLA forged or caused to be forged the signature of R.Q. on this deed.

87. On or about December 9, 2012, MARANDOLA made a check payable to D.Q. for 52-54 Bergen Street in the amount of \$53,077.72. MARANDOLA and the co-conspirators retained for their own use and enjoyment the \$73,381.91 difference between what D.Q. was paid and what the Sierra Pacific HUD-1 form represented that D.Q. should have received as a result of the sale of 52-54 Bergen Street.

35 Robin Street, Providence, RI

88. On or about June 19, 2012, MARANDOLA and RODRIGUEZ caused RODRIGUEZ's girlfriend to form 35 Robin Street, LLC.

89. On or about July 17, 2012, RODRIGUEZ caused his girlfriend to purchase 35 Robin Street, Providence, RI for \$65,000 and deed the property to 35 Robin Street, LLC.

90. On or about March 14, 2013, MCCAFFREY signed a Uniform Residential Loan Application that was eventually submitted to Sierra Pacific on behalf of D.R. for a mortgage loan to purchase 35 Robin Street, Providence, RI for \$145,000.

91. On a date between on or about March 14, 2013 and on or about April 30, 2013, the exact date unknown, RODRIGUEZ altered Bank of America account statements of unrelated third parties, inflating the account balance and putting D.R.'s name on the account as opposed to the true account holders' names. RODRIGUEZ forwarded or caused to be forwarded the altered bank account statements to Sierra Pacific in connection with D.R.'s mortgage loan application.

92. On or about March 22, 2013, RONCI listed the 35 Robin Street property on MLS.

93. On or about April 1, 2013, RONCI emailed the listing for 35 Robin Street to MARANDOLA, who instructed her to change the seller to "35 Robin St LLC."

94. On or about a date between March 14, 2013 and April 29, 2013, the exact date unknown, SIENKO prepared and submitted a false "Loan Submission" form. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

95. On or about April 29, 2013, MCCAFFREY caused a "Retail Closing Sheet" to be submitted to Sierra Pacific. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

96. On or about April 30, 2013, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with D.R.'s purchase of the 35 Robin Street property. The HUD-1 form was false in that it represented that D.R. had paid a down payment, when in fact he had not.

55 Gillen Street, Providence, RI

97. On or about February 14, 2013, RODRIGUEZ caused his girlfriend and mother to borrow \$85,000 from The Carpenter Trust to purchase 55 Gillen Street, Providence, RI. The loan was secured by a mortgage on the 55 Gillen Street property.

98. On or about May 22, 2013, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of D.C. for a mortgage loan to purchase the 55 Gillen Street property for \$150,000.

99. On a date between on or about May 21, 2013 and on or about June 27, 2013, the exact date unknown, RODRIGUEZ altered the Bank of America account statements of A.B. and D.N., inflating the account balance and putting D.C.'s and D.C.'s wife's name on the account as opposed to the true account holders' names. RODRIGUEZ forwarded or caused to be forwarded the altered bank account statements to Sierra Pacific in connection with D.C.'s mortgage loan application.

100. On or about June 13, 2013, a false letter bearing the forged signature of D.C.'s wife and a false rent verification form were submitted to Sierra Pacific in support of D.C.'s application for a mortgage loan.

101. On or about a date between May 22, 2013 and June 19, 2013, the exact date unknown, SIENKO prepared and submitted a false "Loan Submission" form to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

102. On or about June 19, 2013, MCCAFFREY caused a false "Retail Closing Sheet" to be submitted to Sierra Pacific. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

103. On or about June 27, 2013, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with D.C.'s purchase of the 55 Gillen Street property. The HUD-1 form was false in that it represented: (1) that D.C. had paid a down payment, when in fact he had not, and (2) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Clear Close Title and Escrow Drum," when in fact it was MARANDOLA.

36 Diamond Street, Providence, RI

104. On or about May 22, 2013, the exact date unknown, E.G. met with RODRIGUEZ about obtaining a mortgage loan to purchase 36 Diamond Street, Providence, RI.

105. On or about May 22, 2013, MCCAFFREY submitted or caused to be submitted a false Uniform Residential Loan Application to Sierra Pacific on behalf of E.G. for a mortgage loan to purchase 36 Diamond Street. The application was false in that it inflated E.G.'s assets in his Bank of America account by approximately \$5,000 and did not include an outstanding mortgage among his liabilities.

106. On a date between on or about May 22, 2013 and on or about July 19, 2013, the exact date unknown, RODRIGUEZ altered E.G.'s Bank of America account statements, inflating the account balance by approximately \$5,000. RODRIGUEZ forwarded or caused to be forwarded the altered bank account statements to Sierra Pacific in connection with E.G.'s mortgage loan application.

107. On or about a date between May 22, 2013 and July 19, 2013, the exact date unknown, SIENKO prepared and submitted a false "Loan Submission" form to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company and that "Bob" could be reached at MARANDOLA's cellular telephone number.

108. On or about July 19, 2013, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with E.G.'s purchase of the 36 Diamond Street property. The HUD-1 form was false in that it represented: (1) that E.G. had paid a down payment, when in fact he had not, and (2) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

71-73 Parnell Street, Providence, RI

109. On or about June 25, 2013, the exact date unknown, M.M.1 met with RODRIGUEZ about purchasing 71-73 Parnell Street, Providence, RI, from an associate of RODRIGUEZ's.

110. On or about June 25, 2013, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of M.M.1 for a mortgage loan to purchase 71-73 Parnell Street, Providence, RI.

111. On or about July 1, 2013, RODRIGUEZ emailed a false Bank of America bank account statement to MARZIALE to use in support of a false gift letter made in connection with M.M.1's FHA mortgage loan application.

112. On or about August 5, 2013, MARZIALE emailed a partially-completed, false rent verification form to RODRIGUEZ for completion prior to its submission to Sierra Pacific.

113. On or about August 7, 2013, RODRIGUEZ caused a false gift letter to be submitted in support of M.M.1's application for a mortgage loan. The letter was false in that it represented that the gift funds were from a nephew of M.M.1 when in fact the funds came from RODRIGUEZ.

114. On or about a date between June 25, 2013 and August 7, 2013, the exact date unknown, SIENKO prepared and submitted a false "Loan Submission" form to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

115. On or about August 7, 2013, MCCAFFREY caused a "Retail Closing Sheet" to be submitted to Sierra Pacific. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission. This form falsely represented that "Bob" was the contact at the Title

Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

116. On or about August 8, 2013, MARANDOLA prepared two HUD-1 forms with respect to M.M.1's purchase of the 71-73 Parnell Street property.

117. On or about August 8, 2013, MARZIALE emailed one of the HUD-1 forms to RODRIGUEZ for the seller. This HUD-1 form provided for \$96,622.73 to be paid to the seller at closing on the 71-73 Parnell Street property.

118. On or about that same date, MARANDOLA and MARZIALE caused a second HUD-1 form to be submitted to Sierra Pacific. This second HUD-1 form falsely represented that the seller received \$99,636.28 from the sale of 71-73 Parnell Street, when in fact the seller received \$96,622.73.

119. MARZIALE and MARANDOLA retained for their own use and enjoyment the \$3,013.55 difference between what was owed to the seller and what was paid to the seller.

120. The HUD-1 form that was submitted to Sierra Pacific also included an "Addendum to HUD-1 Settlement Statement" that falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

61 Ledge Street, Providence, RI

121. On a date between on or about May 21, 2013 and on or about July 15, 2013, the exact date unknown, MARANDOLA negotiated with D.Q. regarding the sale of 61

Ledge Street, Providence, RI. MARANDOLA arranged for D.Q. to sell 61 Ledge Street for \$62,000.

122. On or about August 6, 2013, MARZIALE sent himself a reminder to have RONCI list 61 Ledge Street on MLS under D.Q.'s name.

123. On or about August 17, 2013, MARZIALE emailed RONCI false real estate forms containing the forged signature of D.Q., including disclosure forms, an MLS form, and an "Exclusive Right to Sell Listing Agreement."

124. On or about August 17, 2013, RONCI listed 61 Ledge Street on MLS. The seller of the 61 Ledge Street property, D.Q., did not have any contact with RONCI regarding the sale of 61 Ledge Street before or after she listed the property.

125. On or about August 21, 2013, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of M.M.2 for an FHA mortgage loan in the amount of \$171,830.

126. On or about an unknown date in August 2013, MARZIALE and his co-conspirators caused a false "Unanimous Consent" form to be submitted to Sierra Pacific in support of M.M.2's loan. The form contained the forged signatures of D.Q., the seller of 61 Ledge Street, and R.Q.

127. On or about September 3, 2013, MARZIALE caused a false rent verification form to be completed and submitted to Sierra Pacific.

128. On or about September 10, 2013, MARANDOLA prepared a HUD-1 form that was provided to D.Q., the seller of 61 Ledge Street. This HUD-1 form indicated

that the sale price was \$62,000 and was dated September 10, 2013. The HUD-1 form provided that the cash to be paid to the seller was \$40,775.88.

129. On or about September 10, 2013, MARANDOLA made a check payable to D.Q. in the amount of \$40,775.88 for the sale of 61 Ledge Street.

130. On or about a date September 25, 2013, MCCAFFREY caused a false "Retail Closing Sheet" to be submitted Sierra Pacific. MCCAFFREY signed the "Retail Closing Sheet" prior to its submission. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

131. On or about September 26, 2013, MARANDOLA prepared a second HUD-1 form dated September 26, 2013 that was submitted to Sierra Pacific. This second HUD-1 form falsely represented that the purchase price of 61 Ledge Street was \$175,000 and that the cash paid to seller at closing was \$159,068.33. The HUD-1 form that was submitted to Sierra Pacific included an Addendum that falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

132. On or about September 30, 2013, MARANDOLA, caused D.Q.'s name to be forged on a a false "Warranty Deed" that was filed with the City of Providence Recorder of Deeds. The "Warranty Deed" falsely represented that the sale price of 61 Ledge Street was \$175,000.

133. MARANDOLA and MARZIALE kept for their own use and enjoyment the \$118,292.45 difference between what D.Q. was paid and what the Sierra Pacific HUD-1 form provided that D.Q. should have been paid.

245-247 Jewett Street, Providence, RI

134. On or about July 8, 2013, D.L. emailed MARZIALE about obtaining an FHA mortgage loan for his brother, H.L., for the purchase 245-247 Jewett Street, Providence, RI from D.L.

135. On or about July 9, 2013, MCCAFFREY prepared or caused to be prepared a false Uniform Residential Loan Application on behalf of H.L. for an FHA mortgage loan in the amount of \$171,830. The application was false in that it inflated H.L.'s assets in his Bank of America account by approximately \$19,000. This loan application was submitted to Sierra Pacific.

136. On or about July 12, 2013, RONCI listed 245-247 Jewett Street, Providence, RI.

137. On or about July 23, 2013, SIENKO submitted a "Loan Submission" form to Sierra Pacific that falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

138. On or about September 30, 2013, MCCAFFREY caused a false "Retail Closing Sheet" to be submitted to Sierra Pacific. This form, which was signed by MCCAFFREY, falsely represented that "Bob" was the contact at the Title Company,

when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

139. On or about September 30, 2013, MARANDOLA prepared two HUD-1 forms with respect to H.L.'s purchase of the 245-247 Jewett Street property.

140. On or about September 30, 2013, MARANDOLA gave one of the two HUD-1 forms to D.L., the seller of the property. This HUD-1 form provided for \$1,351.79 to be given to the seller, D.L., at the closing on the 245-247 Jewett Street property.

141. On or about that same date, MARANDOLA caused a second HUD-1 form to be submitted to Sierra Pacific. This second HUD-1 form falsely represented that the seller received \$3,040.34 from the sale of 245-247 Jewett Street, when in fact the seller, D.L., received \$1,351.79.

142. MARZIALE and MARANDOLA kept for their own use and enjoyment the \$1,688.55 difference between what was owed to the seller, D.L., and what was paid to the seller.

143. The HUD-1 form that was submitted to Sierra Pacific also included an "Addendum to HUD-1 Settlement Statement" that falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

451 West Avenue, Pawtucket, RI

144. On or about July 25, 2013, MCCAFFREY submitted or caused to be submitted a Uniform Residential Loan Application to Sierra Pacific on behalf of R.C. for a mortgage loan in the amount of \$189,504 to purchase 451 West Avenue, Pawtucket, RI.

145. On or about October 8, 2013, MCCAFFREY submitted a false "Retail Closing Sheet" to Sierra Pacific. This form falsely represented that "Bob" was the contact at the Title Company, when in fact it was MARANDOLA. The form stated that "Bob" could be reached at MARANDOLA's cellular telephone number.

146. On or about October 10, 2013, MARANDOLA prepared two HUD-1 forms with respect to R.C.'s purchase of the 451 West Avenue property.

147. On or about October 10, 2013, MARANDOLA provided one of the two HUD-1 forms to R.C., the buyer of the property. This HUD-1 form provided for a down payment in the amount of \$10,889.37 to be paid at the closing on the 451 West Avenue property.

148. On or about that same date, MARANDOLA caused a second HUD-1 form to be submitted to Sierra Pacific. This second HUD-1 form falsely represented that the buyer paid only \$7,230.23 at closing to purchase 451 West Avenue, when in fact R.C. had paid \$10,889.37.

149. MARZIALE and MARANDOLA kept for their own use and enjoyment the \$3,659.14 difference between what R.C. paid and what R.C. was supposed to pay at closing as a down payment.

150. The HUD-1 form that was submitted to Sierra Pacific also included an "Addendum to HUD-1 Settlement Statement" that falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

71 Wallace Street, Providence, RI

151. On or about June 5, 2013, RODRIGUEZ caused his relative to purchase 71 Wallace Street, Providence, RI for \$70,000.

152. On or about a date between June 5, 2013 and September 28, 2013, the exact date unknown, RODRIGUEZ negotiated with W.P. regarding the sale of 71 Wallace Street to W.P.'s wife, G.B.

153. On or about September 28, 2013, RONCI prepared a Purchase and Sales Agreement for the purchase of 71 Wallace Street, Providence, RI for \$165,000.

154. On or about September 30, 2013, MCCAFFREY submitted or caused to be submitted a false Uniform Residential Loan Application to Sierra Pacific on behalf of G.B. for a mortgage loan in the amount of \$152,011 to purchase 71 Wallace Street. The application was false in that it inflated G.B.'s assets by \$17,000 by representing that she had a bank account at Bank of America that she did not have.

155. On a date between on or about August 2, 2013 and on or about October 31, 2013, the exact date unknown, RODRIGUEZ created false Bank of America account statements in the names of G.B. and W.P. RODRIGUEZ forwarded or caused to be forwarded the false bank account statements to Sierra Pacific in connection with G.B.'s mortgage loan application.

156. On or about September 10, 2013, in support of G.B.'s mortgage loan application, SIENKO submitted a false letter of explanation to Sierra Pacific with respect to G.B.'s rental status.

157. On or about September 10, 2013, the co-conspirators caused a false letter of explanation regarding the fictitious Bank of America bank account in the name of G.B. and W.P. to be submitted to Sierra Pacific. This letter contained the forged signature of W.P.

158. On or about October 18, 2013, the co-conspirators caused a false lease agreement and letter of explanation to be submitted to Sierra Pacific in connection with G.B.'s application for a mortgage loan. The letter of explanation contained the forged signature of G.B.

159. On or about October 31, 2013, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with G.B.'s purchase of 71 Wallace Street for \$152,000. The HUD-1 form was false in that it represented: (1) that G.B. had paid a down payment, when in fact she had not, and (2) the "Addendum to HUD-1 Settlement Statement" falsely represented that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

160. On or about November 10, 2013, RONCI emailed her "commission statement" to MARANDOLA and RODRIGUEZ for the sale of 71 Wallace Street. MARANDOLA forwarded this email to MARZIALE who responded, "Why you

sending this to me. She never listed this house Edwin said. He just put his name on the p&s for bank purposes.”

46 Magdalene Street, Providence, RI

161. On or about May 23, 2013, RODRIGUEZ caused his girlfriend to purchase 46 Magdalene Street, Providence, RI for \$75,000,

162. On or about November 15, 2013, MCCAFFREY submitted or caused to be submitted a false Uniform Residential Loan Application to Sierra Pacific on behalf of R.T. for a mortgage loan to purchase the 46 Magdalene Street property. The application was false in that it inflated R.T.'s assets by approximately \$6,000 by representing that he had more funds in a bank account at Bank of America than he had.

163. On a date between on or about November 6, 2013 and on or about December 16, 2013, the exact date unknown, RODRIGUEZ altered R.T.'s Bank of America account statements to inflate R.T.'s balance. RODRIGUEZ forwarded or caused to be forwarded the altered bank account statements to Sierra Pacific in connection with R.T.'s mortgage loan application.

164. On or about December 16, 2013, MARANDOLA prepared and submitted, or caused to be prepared and submitted, a false HUD-1 form in connection with R.T.'s purchase of the 46 Magdalene Street property for \$150,000. The HUD-1 form was false in that it represented: (1) that R.T. had paid a down payment of \$5,250, when in fact he had not, and (2) the "Addendum to HUD-1 Settlement Statement" falsely represented

that the settlement agent was "Bob McNeilis," when in fact it was MARANDOLA.

All in violation of 18 U.S.C. § 1349.

COUNTS 2 - 6
(Bank Fraud)

165. The allegations contained in paragraphs 1 through 164 of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

166. On or about the dates set forth in the chart below, in the District of Rhode Island, the defendants named below, executed and attempted to execute a scheme to defraud the below-listed financial institutions and to obtain monies, funds, and property owned by and under the custody of the financial institutions by means of false and fraudulent representations and promises:

<u>Count</u>	<u>Date</u>	<u>Defendant</u>	<u>Financial Institution</u>	<u>Means of Executing Scheme to Defraud</u>
2	12/18/07	Brian McCaffrey, Lauren Sienko, and Louis Marandola	Washington Mutual	Caused false documents, including a false HUD-1 form reflecting the sale of the 26B Pheasant Run property, to be submitted to Washington Mutual
3	8/5/10	Louis Marandola	Flagstar Bank	Caused a false HUD-1 form reflecting the purchase of the 63 Wendell Street property to be submitted to Flagstar Bank
4	3/17/11	Louis Marandola	Bank of America and Wells Fargo	Caused false HUD-1 forms to be submitted to Bank of America and Wells Fargo in connection with the short sale of 22 Cherry Street

5	3/30/12	Louis Marandola, Raffaele Marziale, and Gina Ronci Mohamed	Sierra Pacific	Caused the submission of false documents to Sierra Pacific in connection with J.T.'s purchase of 12 Sue Street
6	4/30/13	Louis Marandola, Brian McCaffrey, Raffaele Marziale, Lauren Sienko, Gina Ronci Mohamed and Edwin Rodriguez	Sierra Pacific	Caused false documents to be submitted to Sierra Pacific in connection with D.R.'s purchase of 35 Robin Street

Each in violation of 18 U.S.C. §§ 1344 and 2.

COUNTS 7 - 9
(Wire fraud)

167. The allegations contained in paragraphs 1 through 164 of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

168. From an unknown date, but at least as early as January 2009, and continuing through in or about March 2014, defendant LOUIS MARANDOLA and Individual #2, who is known to the Grand Jury but not named as a defendant herein, devised and intended to devise a scheme to defraud SunTrust Mortgage, Inc. ("SunTrust"), A.V., and Wilmington Savings Fund Society, FSB, as Trustee for

Primestar-H Fund I Trust ("the Trust"), and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

Object of the Scheme to Defraud

169. The object of the scheme to defraud was for MARANDOLA and Individual #2 to unlawfully enrich themselves by obtaining the use and enjoyment of 158-160 Chapin Avenue, Providence RI, fees, and real estate mortgages, through the use of, among other things, straw borrowers, false mortgage applications, false supporting documentation, fraudulent down payments, and false HUD-1 settlement statements and forms, and to conceal the scheme from others.

Manner and Means of the Scheme to Defraud

170. It was part of the scheme to defraud that Individual #2 recruited A.V. to serve as a straw buyer and apply for a mortgage loan from SunTrust for 158-160 Chapin Avenue, Providence, RI. That is, Individual #2 recruited A.V. to use his identity to apply for and obtain a mortgage loan, although A.V. had no intention of paying that loan and no intention of living in or using 158-160 Chapin Avenue.

171. It was part of the scheme to defraud that on or about February 19, 2009, a false Uniform Residential Loan Application was submitted to SunTrust in the name of A.V. for a mortgage loan in the amount of \$180,000 for 158-160 Chapin Avenue, Providence, RI.

172. It was part of the scheme to defraud that MARANDOLA served as the settlement agent for the closing of the mortgage loan in A.V's name for 158-160 Chapin Avenue.

173. It was part of the scheme to defraud that MARANDOLA caused false documentation, including false HUD-1 forms, to be submitted in connection with the mortgage loan for 158-160 Chapin Avenue in A.V's name.

174. It was part of the scheme to defraud that A.V. did not make any payments on his mortgage loan with SunTrust for 158-160 Chapin Avenue.

175. It was part of the scheme to defraud that between in or about 2010 and in or about 2013 Individual #2 and MARANDOLA attempted to negotiate a short sale with the lender, SunTrust, for less than was owed on the loan.

176. It was part of the scheme to defraud that in or about 2014 Individual #2 negotiated a short sale with the servicer of the mortgage for the Trust, the final holder of the promissory note and mortgage. Individual #2 negotiated a short sale for \$76,600, over \$100,000 less than was owed on the loan.

177. It was part of the scheme to defraud that after the short sale of 158-160 Chapin Avenue, Individual #2 and MARANDOLA caused 158-160 Chapin Avenue to be transferred to an entity partially controlled by Individual #2.

178. It was part of the scheme to defraud that MARANDOLA and Individual #2 caused 158-160 Chapin Avenue to be sold for \$171,000, with \$67,161 of the proceeds

of the sale being received by NZM Family, LLC, a corporation associated with Individual #2's wife.

Execution of the Scheme to Defraud

179. On or about the dates set forth below, in the District of Rhode Island, defendant LOUIS MARANDOLA and Individual #2, for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication, in interstate commerce, the signals and sounds described below for each count, each transmission constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Description</u>
7	8/7/13	An email sent by Individual #2 to personnel at SunTrust, and copied to MARANDOLA, regarding a short sale offer to purchase 158-160 Chapin Avenue
8	3/11/14	A wire of funds in the amount of \$61,339.35 to Statebridge in satisfaction of A.V.'s mortgage loan with SunTrust dated March 31, 2009
9	3/11/14	A wire of funds in the amount of \$21,785.27 from MARANDOLA's Clear Close TD Bank account to J.M.'s Webster Bank account

Each in violation of 18 U.S.C. §§ 1343 and 2.

COUNTS 10 - 19
(Aggravated identity theft)

180. The allegations contained in paragraphs 1 through 164 of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

181. On or about the dates listed in the below chart, in the District of Rhode Island, the defendants named below, during and in relation to the felony offenses of conspiracy to commit bank fraud (18 U.S.C. § 1349) and bank fraud (18 U.S.C. § 1344),

did knowingly transfer, possess and use, without lawful authority, the means of identification of other persons described in the below chart:

<u>Count</u>	<u>Dates</u>	<u>Defendant</u>	<u>Means of Identification</u>
10	8/14/11	Louis Marandola	Name of J.M. on the Articles of Organization for Clear Close Title & Escrow, LLC
11	12/13/07 and 12/12/11	Brian McCaffrey	Name of D.E. on documents submitted to Washington Mutual and Sierra Pacific
12	3/12/12	Louis Marandola	Name of J.P. on the Articles of Organization for 63 Wendell Street, LLC
13	3/30/12	Louis Marandola, Raffaele Marziale, and Gina Ronci Mohamed	Name of D.Q. on documents submitted to Sierra Pacific and a deed filed with the City of Warwick Recorder of Deeds
14	9/5/12	Edwin Rodriguez	Name and Citizens Bank account number xxxx5429 of F.M. on a document submitted to Sierra Pacific
15	12/7/12	Louis Marandola	Name of R.Q. on a deed filed with the City of Providence Recorder of Deeds
16	12/12/11 to 12/16/13	Louis Marandola, Brian McCaffrey, and Lauren Sienko	Name of R.M.1 on HUD-1 Addendums and other forms submitted to Sierra Pacific
17	4/30/13	Edwin Rodriguez	Bank of America account number xxxx-xxxx-7146 of L.U. and C.M.
18	6/27/13	Edwin Rodriguez	Bank of America account numbers xxxx-xxxx-7999 and xxxx-xxxx-0525 of A.B. and D.M.
19	9/26/13	Louis Marandola, Raffaele Marziale, and Gina Ronci Mohamed	Name of D.Q. on forms submitted to Sierra Pacific and a deed filed with the City of Providence Recorder of Deeds

Each in violation of 18 U.S.C. §§ 1028A and 2.

COUNT 20
(Tampering with a witness)

182. On or about May 14, 2015, in the District of Rhode Island, the defendant, EDWIN RODRIGUEZ, did knowingly attempt to corruptly persuade W.M. by instructing him to not mention that RODRIGUEZ paid W.M. money after W.M. purchased 50 Chatham Street, Providence, RI, with the intent to influence the testimony of W.M. in an official proceeding, that is, W.M.'s appearance and testimony before the federal grand jury sitting in the District of Rhode Island, in violation of 18 U.S.C. § 1512(b)(1).

COUNT 21
(Tampering with a witness)

183. On or about May 19, 2015, in the District of Rhode Island, the defendant, EDWIN RODRIGUEZ, did knowingly attempt to corruptly persuade A.B. by instructing A.B. to tell federal agents when interviewed that A.B. had no involvement with RODRIGUEZ and did not provide A.B.'s paperwork to RODRIGUEZ, with the intent to hinder, delay, and prevent the communication to a Special Agent of HUD, a law enforcement officer, of information relating to the commission of Federal offenses, namely, bank fraud and conspiracy to commit bank fraud, in violation of 18 U.S.C. § 1512(b)(3).

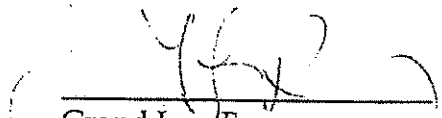
COUNT 22

(False statement to the Department of Housing and Urban Development)

184. The allegations contained in paragraphs 1 through 164 of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

185. On or about August 21, 2013, in the District of Rhode Island, the defendant, GINA RONCI MOHAMED, for the purpose of obtaining a mortgage loan insured by HUD in the name of M.M.2 in connection with the purchase of 61 Ledge Street, did make, utter, publish, and pass as true an instrument, paper, or document, specifically a Purchase and Sales Agreement between M.M.2 and D.Q., knowing it to be false, and to have been forged and counterfeited, in violation of 18 U.S.C. § 1010 and 2.

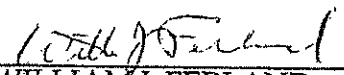
A TRUE BILL:


Grand Jury Foreperson

PETER F. NERONHA
United States Attorney


SANDRA R. HEBERT
Assistant U.S. Attorney


ADI GOLDSTEIN
Assistant U.S. Attorney
Criminal Division Chief


WILLIAM J. FERLAND
Assistant U.S. Attorney

Date: 12/7/15