

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

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
HASAN TALIB, a/k/a "HASAN SHOATZ"	:	VIOLATIONS:
	:	18 U.S.C. § 1014 (false statement in loan application - 2 counts)
	:	18 U.S.C. § 1343 (wire fraud - 3 counts)
	:	18 U.S.C. § 1341 (mail fraud - 5 counts)
	:	18 U.S.C. § 1344 (bank fraud - 1 count)
	:	18 U.S.C. § 1028A (aggravated identity theft - 3 counts)
	:	18 U.S.C. § 2 (aiding and abetting)
		Notice of forfeiture

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

1. Micah Solomon, charged elsewhere, was the owner and/or operator of ZII Investments, a/k/a Z2 Investments, which purported to be engaged in real estate transactions.
2. Between in or around June 2005 and in or around February 2006, ZII Investments was located at 6230 N. 8th Street in Philadelphia, Pennsylvania.
3. Defendant HASAN TALIB was a partner and associate of Micah Solomon at ZII Investments.

4. Attorney's Choice Abstract, Merion, Pennsylvania, banking at Republic First Bank in Ardmore, Pennsylvania, was engaged in the business of title insurance, real estate escrows and closings.

5. Long Beach Mortgage, through Washington Mutual Bank in North Ridge, California, was engaged in the business of making mortgage loans.

6. Republic First Bank and Washington Mutual Bank were financial institutions, the deposits of which were insured by the Federal Deposit Insurance Corporation.

7. In or about August, 2005, Micah Solomon, working through W.L., a middleman who finds mortgage brokers for real estate transactions, had a loan application prepared for the purchase of 222B S. Bonsall Street in Philadelphia, Pennsylvania ("the Philadelphia property") in the name of C.E.

8. The true C.E. lived in Massachusetts and had her identity stolen. The true C.E. never gave anyone permission to buy a home in Philadelphia in her name or to use her credit and personal information.

9. Micah Solomon told W.L. that C.E. would be the buyer of the Philadelphia property and gave the necessary stolen identifying information of C.E. to W.L. Because Solomon told W.L. that C.E. had just moved to this area six months ago, W.L. made up fraudulent renters references to provide to Long Beach Mortgage, the mortgage company processing the loan for the purchase of the Philadelphia property.

10. The loan documents falsely stated that: (a) C.E. was the purchaser of the Philadelphia property and (b) that C.E. was employed at ZII Investments.

11. Having been provided the false information about C.E., Long Beach Mortgage approved two mortgages for 100% of the purchase price of the Philadelphia property, that is, \$285,000.

12. Micah Solomon paid Tamika Pollard, charged elsewhere, to appear at the closing on the sale of the Philadelphia property and to act as the purchaser of the Philadelphia property using the identity of C.E.

13. Defendant HASAN TALIB accompanied Tamika Pollard to the closing.

14. At the offices of W.L. in Philadelphia, Pennsylvania, defendant HASAN TALIB and Tamika Pollard appeared at the settlement for the purchase of the Philadelphia property, where Pollard fraudulently claimed to be C.E. and fraudulently signed the settlement documents in the name of the C.E.

15. At the settlement, ZII Investments received a check for \$87,687. Defendant HASAN TALIB received \$20,000 and Pollard received \$4,000 of that money. No mortgage payments were made on the property.

16. On or about August 23, 2005, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

HASAN TALIB

knowingly made, caused to be made, and aided and abetted the making of, a false statement to Long Beach Mortgage and Washington Mutual Bank for the purpose of influencing the actions of the bank upon a loan, that is, a \$228,000 first loan and a \$57,000 second loan, for the purchase of the Philadelphia property, in that defendant TALIB caused to be submitted, and aided and abetted the submission of, to Long Beach Mortgage and Washington Mutual Bank a false loan

application in which it was represented that C.E. worked at ZII Investments when, as defendant TALIB knew, C.E. was a stolen identity and C.E. was not employed at ZII Investments and did not have knowledge that a property was being purchased in her name and with her credit.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

At all times material to this information:

1. Paragraphs 1 through 3 of Count One are incorporated here.
2. Dependable Abstract, Huntingdon Valley, Pennsylvania, banking at Willow Grove Bank in Willow Grove, Pennsylvania, was engaged in the business of title insurance, real estate escrows and closings.
3. Citizens Bank was engaged in the business of making mortgage loans.
4. Citizens Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 57282.
5. In or about September, 2005, Micah Solomon asked W.L. to prepare fake documents, including pay stubs and Internal Revenue Form W-2 in the name of M.J. for the purchase of a property.
6. Micah Solomon met real estate agent R.B. and introduced defendant HASAN TALIB as M.J. to purchase the property at 6707 N. 7th Street in Philadelphia, Pennsylvania.
7. The true M.J. lived in California and had his identity stolen. The true M.J. never gave anyone permission to buy a home in Philadelphia in his name or to use his credit and personal information.
8. Defendant HASAN TALIB made application in the name of M.J. for a mortgage loan from Citizens Bank. The loan documents falsely stated that: (a) M.J. was the purchaser of the Philadelphia property and (b) that M.J. was employed at ZII Investments.

9. Having been provided the false information about M.J., Citizens Bank approved a mortgage loan for \$277,349.09.

10. At the settlement, A.J. appeared with the fraudulent power of attorney for the stolen identity of M.J. and executed all paperwork. No mortgage payments were made on the property.

11. On or about September 29, 2005, in the Eastern District of Pennsylvania and elsewhere, defendant

HASAN TALIB

knowingly made, caused to be made, and aided and abetted the making of, a false statement to Citizens Bank for the purpose of influencing the actions of Citizens Bank upon a \$277,349.09 loan for the purchase of the property at 6707 N. 7th Street in Philadelphia, Pennsylvania, in that defendant TALIB caused to be submitted, and aided and abetted the submission of, a false loan application in which it was represented that M.J. worked at ZII Investments when, as defendant TALIB knew, M.J. was a stolen identity and M.J. was not employed at ZII Investments, and did not have knowledge that a property was being purchased in his name and with his credit.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT THREE THROUGH FIVE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

At all times material to this information:

1. Paragraphs 1 and 2 of Count 1 are incorporated here.

2. Tri-State Auto (“Tri-State”), located at 6626 N. Broad Street in Philadelphia, Pennsylvania was engaged in the business of selling cars. As a car dealership, the business sought loans and leases for buyers of the cars. To process the loan and lease applications, the dealership required a loan application be completed with the correct personal identification of the applicant.

3. Tri-State submitted information from the completed loan applications via the internet to find a lender. Based on the applicants’ representations, lending institutions acted on the applications.

4. Main Line BMW, located in Bala Cynwyd, Pennsylvania, was engaged in the business of leasing and selling cars. As part of its business, Main Line BMW processed loan and lease applications for customers. Main Line BMW required that all applications be completed with the correct personal identification of the customer.

5. After receiving an application from a customer, Main Line BMW submitted the information on the application to lenders via the internet.

6. Land Rover of the Main Line, located at 325 E. Lancaster Avenue in Wayne, Pennsylvania, was engaged in the business of selling cars. As a car dealership, the business sought loans and leases for buyers of the cars. To process the loan and lease

applications, the dealership required a loan application to be completed with the correct personal identification of the applicant.

7. Land Rover of the Main Line submitted information from the completed loan applications via the internet to find a lender. Based on the applicants' representations, lending institutions acted on the applications.

THE SCHEME

8. Between on or about August 20, 2004 through on or about October 17, 2005, defendant

HASAN TALIB

devised and intended to devise a scheme to defraud car dealerships and loan institutions, and to obtain property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

9. Defendant HASAN TALIB fraudulently used, and aided and abetted the use of, the stolen identities of M.B., M.J. and T.C. to obtain car leases and loans.

Tri-State Auto

10. On or about August 20, 2004, Akintunde Crawford, charged elsewhere, appeared at Tri-State to buy a 2003 Hummer-HR valued at \$49,818.50. At that time, defendant HASAN TALIB was the finance manager at Tri-State and knew Crawford. Defendant TALIB allowed Crawford to fraudulently complete a loan application using the stolen identity of M.B., including his social security number and date of birth, and to sign all documents with the name of M.B.

11. The true M.B. lives in Yardley, Pennsylvania and did not give defendant TALIB or anyone else anyone permission to use his name or personal information to purchase a car in Pennsylvania.

12. At Tri-State, defendant HASAN TALIB used an internet cite, www.dealertrack.com, to process Akintunde Crawford's fraudulent loan application in the name of M.B. Dealertrack utilizes the internet to link automotive dealers with banks, finance companies, credit unions and other financing sources and information providers, such as the major credit reporting agencies.

13. As a result of the fraudulent Tri-State application, a loan for \$36,500 was approved in the name of M.B.

BMW of the Main Line

14. On or about July 26, 2005, Micah Solomon wanted two 2006 750 Li BMWs for his "ZII Investment Group" business, one for Solomon's use and the other for his partner defendant HASAN TALIB'S use. Main Line BMW told Solomon that he would need a personal guarantor for each car. Defendant TALIB filled out an application using the stolen identity of M.J. Solomon gave names and identifying information of personal guarantors, including the names C.E. and D.F, which were stolen identities.

15. The true M.J. lives in California and had his identity stolen. The true M.J. gave no one permission to lease a car in his name or use his credit and personal information.

16. The loan application, in the names of M.J. with C.E. as guarantor, was faxed to BMW financial services in Dublin, Ohio.

17. As a result of the fraudulent application, a loan was approved for \$83,418.87 in the name of M.J and C.E.

18. Micah Solomon and defendant HASAN TALIB convinced Devin Perry, charged elsewhere, to play the role of C.E. and physically appear and sign as guarantor for the car leases.

19. Micah Solomon and defendant HASAN TALIB obtained a Pennsylvania Driver's License in the name of C.E. but with a picture of Devin Perry.

20. Main Line BMW delivered Solomon's 2006 BMW Li to his offices at ZII Investments on 8th Street in Philadelphia, Pennsylvania. Solomon and Devin Perry, still playing the role of C.E., signed documents to take possession of the car. The car was financed by BMW Financial Services for \$80,785.00.

21. On or about August 4, 2005, the second BMW, purchased for ZII Investments in the names of M.J. and C.E., was picked up by defendant HASAN TALIB at the Main Line BMW dealership. Defendant TALIB played the role of M.J. and Devin Perry continued pretending to be C.E., each signing all documents with their fraudulent names. The car was financed by BMW Financial Services for \$83,418.87.

Land Rover of the Main Line

22. On or about October 17, 2005, defendant HASAN TALIB appeared at Land Rover of the Main Line to buy a 2006 Land Rover Range Rover Vehicle valued at \$70,550. Defendant TALIB completed a loan application using the stolen identity of T.C., including a social security number and date of birth. Defendant TALIB signed all documents with the name of T.C.

23. The true T.C. lives in Tennessee and did not give anyone permission to use his name or personal information to purchase a car in Pennsylvania.

24. On or about October 17, 2005, Land Rover of the Main Line utilized an internet cite, www.routeone.net, to process defendant HASAN TALIB's fraudulent loan application in the name of T.C.

25. Routeone utilizes the internet to link automotive dealers with banks, finance companies, credit unions and other financing sources and information providers, such as the major credit reporting agencies.

26. As a result of the fraudulent application, a loan was approved for \$70,500 in the name of T.C.

27. On or about each of the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendant

HASAN TALIB,

for the purpose of executing the scheme described above, and aiding and abetting its execution, 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:

COUNT	DATE	DESCRIPTION
3	8/20/2004	Loan application in the name of M.B. from Tri-State in Philadelphia, Pennsylvania through www.dealerstrack.com , located in New York.
4	8/1/2005	Facsimile transmission of loan application in the name of M.J. and C.E. from Main Line BMW in Pennsylvania to BMW Financial Services, located in Ohio.

5	10/17/2005	Loan application in the name of T.C. from Land Rover of the Main Line in Wayne, Pennsylvania through www.RouteOne.net , located in Michigan.
---	------------	--

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT SIX THROUGH TEN

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

At all times material to this information:

1. De Simone Suzuki and Isuzu (“De Simone”) located at 6101 Frankford Avenue in Philadelphia, Pennsylvania was engaged in the business of selling cars. As a car dealership, the business sought loans and leases for buyers of the cars. To process the loan and lease applications, the dealership required a loan application to be completed with personal identification of the buyer.

2. De Simone used the internet at www.promaxonline.com to run the applicant’s credit history. Promax provided a credit score from the three major credit bureaus. Based on the credit score of the applicant, De Simone then searched for a lender. Once a lender accepted and approved the loan, all documents from the transaction were sent via commercial mail carrier, DHL, to the lending institution.

3. Hannum’s Harley Davidson, located at 1241 Baltimore Pike in Chadds Ford, Pennsylvania, was engaged in the business of selling motorcycles. As a motorcycle dealership, the business sought loans for buyers of the motorcycles. To process the loan applications, the dealership required a loan application to be completed with personal identification of the buyer.

THE SCHEME

4. Between on or about September 16, 2004 and on or about July 21, 2005, defendant

HASAN TALIB

devised and intended to devise a scheme to defraud car and motorcycle dealerships and lending institutions, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

DeSimone Car Dealership

5. Sharon Mickens, charged elsewhere, was employed as a car salesperson at De Simone. At the direction of defendant HASAN TALIB, Mickens allowed others to use fraudulent and stolen identities to purchase or lease cars and to obtain loans.

6. Prior to the arrival of the person pretending to be the fraudulent or stolen identity, Sharon Mickens received a telephone call from defendant HASAN TALIB advising her that a buyer was coming.

7. Sharon Mickens prepared and caused to be prepared false and fraudulent loan applications to lenders using identities which she knew were fraudulent or stolen.

8. Based on the loan applications accepted by Sharon Mickens, lenders approved the loans containing the fraudulent names.

9. After each fraudulent transaction was completed, defendant HASAN TALIB paid Sharon Mickens a fee for processing the fraudulent transaction.

10. On or about October 12, 2004, L.L., using the stolen identity of E.W., appeared at De Simone to buy a 2001 Ford Mustang. Sharon Mickens was the salesperson. Mickens, having received a call from defendant HASAN TALIB, knew L.L. was using the false

identity of E.W., and prepared for L.L. a loan application in the name of E.W., which she had L.L. sign as E.W. The vehicle was financed through North Fork Bank in Mattituck, New York for \$22,573.11. After the sale, the transaction package was sent by commercial mail carrier, DHL, to North Fork Bank in Mattituck, New York.

11. The true E.W. lives in Pennsylvania and had his identity stolen. The true E.W. gave no one permission to buy a car in his name or use his credit and personal information.

12. On or about October 18, 2004, an individual using the stolen identity of K.H. appeared at De Simone to buy a Cadillac Escalade. Sharon Mickens was the salesperson. Mickens, having received a call from defendant HASAN TALIB, knew the individual was using the false identity of K.H. and prepared for the individual a loan application in the name of K.H. which she had the individual sign as K.H. The vehicle was financed through North Fork Bank in Mattituck, New York for \$42,929.49. After the sale, the transaction package was sent via commercial mail carrier, DHL, to North Fork Bank in Mattituck, New York.

13. The true K.H. lives in Indiana and had his identity stolen. The true K.H. gave no one permission to buy a car in his name or use his credit and personal information.

14. On or about November 8, 2004, an individual using the stolen identity C.B.-S. appeared at De Simone to buy a Cadillac Escalade. Sharon Mickens was the salesperson. Mickens, having received a call from defendant HASAN TALIB, knew the individual was using the false identity of C.B.-S. and prepared for the individual a loan application in the name of C.B.-S. which she had the individual sign as C.B.-S. The vehicle was financed through Wells Fargo Financial, Chester, Pennsylvania for \$39,195. After the sale, the transaction package was sent via commercial mail carrier, DHL, to Wells Fargo Financial in Chester, Pennsylvania.

15. The true C.B.-S. lives in Pennsylvania and had her identity stolen. The true C.B.-S. gave no one permission to buy a car in her name or use her credit and personal information.

16. On or about November 24, 2004, an individual using the stolen identity of C.A.C. appeared at De Simone to buy a 2002 Buick Rendezvous. Sharon Mickens was the salesperson. Mickens, having received a call from defendant HASAN TALIB, knew the individual was using the false identity of C.A.C., and prepared for the individual a loan application in the name of C.A.C. which she had the individual sign as C.A.C. The vehicle was financed through Valley National Bank in Wayne, New Jersey for \$27,636. After the sale, the transaction package was sent by commercial mail carrier, DHL, to Valley National Bank in Wayne, New Jersey.

17. The true C.A.C. lives in Georgia and had her identity stolen. The true C.A.C. gave no one permission to buy a car in her name or use her credit and personal information.

Hannum's Harley Davidson

18. On or about July 7, 2005, defendant HASAN TALIB completed a loan application using the stolen identity of M.J., including a social security number and date of birth. Defendant HASAN TALIB signed all documents with the name of M.J. to purchase a 2005 Harley Davidson Screaming Eagle V-Rod motorcycle valued at \$27,688.06 at Hannum's Harley Davidson in Chadds Ford, Pennsylvania.

19. The true M.J. lives in California and did not give anyone permission to use his name or personal information to purchase a motorcycle in Pennsylvania.

20. The motorcycle was financed through Eagle Mark Savings Bank in Carson City, Nevada for \$27,688.06. After the sale, the transaction package was sent via commercial mail carrier, DHL, to Eagle Mark Savings Bank in Carson City, Nevada.

21. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

HASAN TALIB,

for the purpose of executing the scheme described above, and aiding and abetting its execution, knowingly caused to be delivered by private and commercial interstate carrier according to the directions thereon, the item described below for each count:

COUNT	DATE	DESCRIPTION
6	October 12, 2004	Transaction documents for a 2001 Ford Mustang, in the name of E.L. from De Simone in Philadelphia, Pennsylvania to North Fork Bank in Mattituck, New York via DHL commercial mail service.
7	October 18, 2004	Transaction documents for a 2002 Cadillac Escalade, in the name of K.H. from De Simone Suzuki in Philadelphia, Pennsylvania to North Fork Bank in Mattituck, New York via DHL commercial mail service.
8	November 8, 2004	Transaction documents for a 2002 Cadillac Escalade, in the name of C.B.-S. from De Simone in Philadelphia, Pennsylvania to Wells Fargo Financial in Chester, Pennsylvania via DHL commercial mail service.
9	November 24, 2004	Transaction document for a 2002 Buick Rendevous, in the name of C.A.C. from De Simone in Philadelphia, Pennsylvania to Valley National Bank in Wayne, New Jersey via DHL commercial mail service.

10	July 21, 2005	Transaction documents for a Harley Davidson Screaming Eagle V-Rod Motorcycle in the name of M.J. from Hannum's Harley Davidson in Chadds Ford, Pennsylvania to Harley Davidson Financial Services Eagle Mark Savings Bank in Carson City, Nevada via DHL commercial mail service.
----	---------------	---

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT ELEVEN

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

At all times material to this information:

1. Beneficial Mutual Savings Bank (“Beneficial”) was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate number 15697.
2. On or about September 8, 2005, in Philadelphia, in the Eastern District of Pennsylvania, defendant

HASAN TALIB

knowingly executed and attempted to execute, and aided and abetted the execution of, a scheme to defraud Beneficial Mutual Savings Bank (“Beneficial”), and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

3. On or about September 8, 2005, defendant HASAN TALIB directed M.Sh. and T.B. to open a bank account at Beneficial in the name of Progress Consulting Corp, Inc., doing business at 6230 N. 8th Street in Philadelphia, Pennsylvania, with M.J. was listed as co-signer. TALIB gave M.Sh. and T.B. a \$50,000 check from Photobition USA Partnership in New York, New York to open the account.
4. The true M.J. lives in California and had his identity stolen. The true M.J. never gave anyone permission to open a bank account at Beneficial in his name.

5. On or about September 13, 2005, the branch manager of Beneficial went to 6230 N.8th Street in Philadelphia, Pennsylvania to meet M.J. Defendant HASAN TALIB, playing the role of M.J., spoke with the branch manager for 30 minutes about the business of Progress Consulting.

6. On or about September 14, 2005, Beneficial was notified that the check for \$50,000 from Photobition USA Partnership in New York, New York was stolen and closed the account.

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

COUNT TWELVE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

From in or about July 2005 through in or about September 2005, in the Eastern District of Pennsylvania, and elsewhere, defendant

HASAN TALIB

knowingly and without lawful authority transferred, possessed and used, and aided and abetted the transfer, possession and use of, a means of identification of another person, that is, the name, social security number, and date of birth of T.C., during and in relation to wire fraud, mail fraud, and bank fraud offenses, in violation of Title 18, United States Code, Sections 1343, 1341 and 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c) (5) and 2.

COUNT THIRTEEN

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

From in or about July 2005 through in or about September 2005, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

HASAN TALIB

knowingly and without lawful authority transferred, possessed and used, and aided and abetted the transfer, possession, and use of, a means of identification of another person, that is, the name, social security number, and date of birth of M.J., during and in relation to wire fraud, mail fraud, and bank fraud offenses, in violation of Title 18, United States Code, Sections 1341, 1343, and 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT FOURTEEN

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

From in or about July 2005 through in or about September 2005 in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

HASAN TALIB

knowingly and without lawful authority transferred, possessed and used, and aided and abetted the transfer, possession, and use of, a means of identification of another person, that is, the name, social security number, and date of birth of C.E., during and in relation to wire fraud, mail fraud, and bank fraud offenses, in violation of Title 18, United States Code, Sections 1343, 1341 and 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

NOTICE OF FORFEITURE ONE

THE UNITED STATES ATTORNEY FURTHER CHARGES:

_____ 1. As a result of the violations of Title 18, United States Code, Sections 1341 and 1343, affecting a financial institution, described in this information, the defendant

HASAN TALIB

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds defendant obtained directly or indirectly, as a result of said violations, including, but not limited to the following:

- A. The sum of \$43,202.42 in United States currency (forfeiture money judgment).
2. If any of the property subject to forfeiture, 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 intent 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 Title 18, United States Code, Section 982.

NOTICE OF FORFEITURE TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

_____ 1. As a result of the violations of Title 18, United States Code, Section 1014, described in this information, the defendant

HASAN TALIB

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes, or is derived from, proceeds traceable to any offense constituting "specified unlawful activity," that is, false statement in loan application, including, but not limited to the following:

- A. The sum of \$562,349.09 in United States currency (forfeiture money judgment);
- B. 222B. S. Bonsall Street, Philadelphia, Pennsylvania; and
- C. 6707 N. 7th Street, Philadelphia, Pennsylvania.

2. If any of the property subject to forfeiture, 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 intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), 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 Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.

PATRICK L. MEEHAN
United States Attorney