

FILED IN OPEN COURT
JACKSONVILLE, FLORIDA

MAR 18 2010

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

**U. S. DISTRICT, COURT
MIDDLE DISTRICT OF FLORIDA**

UNITED STATES OF AMERICA

v.

CYNTHIA DARLENE STRICKLAND

**Case No.: 3:09-cr-326(S1)-J-25MCR
Ct. 1: 18 U.S.C. § 1349
Cts. 2-5: 18 U.S.C. § 1343 and 2
Cts. 6-9: 18 U.S.C. § 1344 and 2
Forfeitures: 18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)**

INDICTMENT

The Grand Jury charges:

**COUNT ONE
(Conspiracy to Commit Wire and Bank Fraud)**

A. Introduction

At all times material to this Indictment, unless otherwise specified:

1. A Purchase and Sale Agreement is a written contract used in the sale of real estate and sets forth the terms of the real estate transaction, including identifying the property to be sold, the seller of the property, the buyer of the property, the purchase price, and other conditions of the sale.

2. A Uniform Residential Loan Application, commonly referred to as a mortgage loan application or a Form 1003, is a universally used mortgage application developed by federal government agencies that is utilized by financial institutions and other lenders in the mortgage loan approval process. The Form 1003 requires the borrower to submit his or her financial history, including employment information,

monthly income, assets and liabilities, and the specific details of the residential real estate transaction.

3. A HUD-1 Settlement Statement is a United States Department of Housing and Urban Development form that is universally used in closings of the sales of residential properties in the United States. A HUD-1 is used to identify and allocate the various expenses and payments associated with the sale of residential real estate between the buyer and the seller of the property.

4. A property appraisal is an impartial analysis and evaluation conducted by a qualified appraiser according to established criteria to assess the current market value of a property. Among other methods of valuation, appraisers compare the subject property to nearby similar properties, making adjustments as necessary to reflect differences between the properties that add to or subtract from the value.

5. Mortgage lenders rely upon property appraisals to give them an objective assessment of the market value of a property, which they use to determine the amount of the loan that will be extended on a property. Because mortgage loans are secured by the property, lenders generally will not extend loans greater than the fair market value of the property to ensure that if the borrower defaults on the loan they can recover the proceeds of the loan through sale of the property by foreclosure.

6. The defendant, CYNTHIA DARLENE STRICKLAND, was a licensed title agent and the owner of Premier Title Group, Inc., ("PTGI") located in Jacksonville, Florida. PTGI was a real estate title company that also functioned as a closing agent for real estate transactions.

B. Charge

From in or about October, 2004, through in or about October, 2005, in Jacksonville, in the Middle District of Florida, and elsewhere,

CYNTHIA DARLENE STRICKLAND,

the defendant herein, did knowingly, willfully, and intentionally, combine, conspire, confederate, and agree with other persons known and unknown, to commit the following offenses against the United States, that is:

1. To transmit and cause to be transmitted by wire in interstate commerce writings, signs, signals, pictures, sounds, and communications, having devised and intended to devise a scheme and artifice to defraud, for the purpose of executing such scheme and artifice, and affecting a financial institution, in violation of Title 18, United States Code, Section 1343; and

2. To knowingly execute and attempt to execute a scheme and artifice to defraud a financial institution and to obtain money, funds, credits, assets, and other property owned by, and under the custody or control of, a financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

C. Manner and Means

1. It was part of the conspiracy that co-conspirator Juan Carlos Gonzalez negotiated the purchase of residential real estate properties, either on behalf of himself personally, on behalf of an entity he controlled, or on behalf of a third-party buyer. Gonzalez, the entity, or the buyer entered into a Purchase and Sale Agreement with the owners/sellers of the properties.

2. It was further part of the conspiracy that Gonzalez retained Barry Westergom, a co-conspirator who was a licensed real estate appraiser, to appraise the property at a significantly inflated price, using inappropriate comparable properties and otherwise departing from accepted standards of appraisal practice.

3. It was further part of the conspiracy that when the property was being purchased by a third-party buyer but the Purchase and Sale Agreement was between the owners/sellers and Gonzalez or one of the entities he controlled, Gonzalez created, or caused to be created, a second Purchase and Sale Agreement between the owners/sellers and the buyer listing the higher, fraudulently inflated appraisal price as the purchase price of the property.

4. It was further part of the conspiracy that, at Gonzalez's direction, the second Purchase and Sale Agreement listing the higher price was submitted to lenders in support of the buyers' applications for loans based upon the higher price. In the transactions in which STRICKLAND was involved, she was aware that two Purchase and Sale Agreements existed and that only the second Agreement was submitted to the lenders. STRICKLAND, as closing agent, did not inform the lenders that two Agreements existed or that the price listed in the second Agreement was not the true purchase price of the property.

5. It was further part of the conspiracy that, at Gonzalez's direction, false financial information pertaining to the buyers' income and assets, which was specifically designed to mislead financial institutions and other lenders, was submitted in support of the loan applications. For some properties, Gonzalez caused documents, such as bank

statements and employment records, containing the false financial information to be altered or created for submission to a lender.

6. It was further part of the conspiracy that the false financial information and the inflated appraisals were submitted to lenders, including federally insured financial institutions, to convince them to loan money on the properties to buyers who would not have qualified for the loans, or who would have qualified for loans in a lesser amount, if true financial information was disclosed to the lenders. Submission of this information was often accomplished by wire transmission, such as by facsimile transmission or electronic mail ("e-mail"). The loan or loans that were obtained with the false financial information exceeded the actual purchase price of the property.

7. It was further part of the conspiracy that the lender was not informed that the purchase price listed in transaction documents was higher than the actual purchase price negotiated with the owner/seller.

8. It was further part of the conspiracy that STRICKLAND or an employee of PTGI, at STRICKLAND's direction, prepared a HUD-1 for the closings on the properties stating that the purchase price was the higher, fraudulently inflated appraisal price. At the time that the HUD-1 was prepared, STRICKLAND knew that the listed purchase price was not the actual purchase price.

9. It was further part of the conspiracy that STRICKLAND or an employee of PTGI, at STRICKLAND's direction, provided the HUD-1 with the higher, fraudulently inflated price to the lender.

10. It was further part of the conspiracy that, at the closings for some of the transactions, STRICKLAND told the owners/sellers and their agents that the contract

sales price listed in the documents was higher than the actual price for which they sold the property because the buyers were required to pay an assignment fee or some other such costs that were added to the sales price. For some of these transactions, STRICKLAND prepared a second HUD-1 using the actual sales price and showed it to the owners/sellers and their agents to demonstrate that the net amount due to them was the same as the net amount listed in the first HUD-1. However, STRICKLAND never provided this second HUD-1 to the lender.

11. It was further part of the conspiracy that STRICKLAND paid the difference between the loan amount and the actual purchase price to Gonzalez or an entity controlled by him. This payment was made by check or wire transfer from PTGI's escrow bank account.

12. It was further part of the conspiracy that, in some of the transactions, STRICKLAND described the payment to Gonzalez in the HUD-1 with terms such as "assignment fee" or "payoff of second mortgage" or "payoff of third mortgage" or similar terms. At the time that the HUD-1 was prepared, STRICKLAND knew that the payment was not a bona fide assignment fee or payoff of a mortgage and that no such mortgage existed.

13. It was further part of the conspiracy that, in some of the transactions, STRICKLAND paid Gonzalez the "assignment fee" before the closing on the property.

14. It was further part of the conspiracy that when Gonzalez received the payment before the closing he deposited the funds from STRICKLAND in a bank account controlled by him. From these funds, Gonzalez asked a co-conspirator who was employed at the bank to issue an "Official Check" in the amount of funds that the

buyer was required to pay at the closing, listing the buyer as the remitter of the check.

Gonzalez then provided this check to STRICKLAND for use at the closing.

STRICKLAND knew at the time of the closing that the funds came from the money she provided to Gonzalez and that they did not actually come from the buyer. Despite this knowledge, STRICKLAND described the funds as coming from the buyer in documents provided to the lender.

15. It was further part of the conspiracy that the conspirators' fraudulent acts caused lenders, including federally insured financial institutions, to disburse loan funds by wire transfer to PTGI for the benefit of the buyers at the closings.

16. It was further part of the conspiracy that at each closing PTGI, through STRICKLAND, disbursed thousands of dollars in fees to itself from the funds provided by the lender.

17. It was further part of the conspiracy that the conspirators performed acts and made statements to hide and conceal and cause to be hidden and concealed the purpose of the conspiracy and the acts committed in furtherance thereof.

D. Overt Acts

In furtherance of the conspiracy and to affect the objects thereof, the following overt acts, among others, were committed in the Middle District of Florida and elsewhere:

1628 Norton Hill Drive

1. In or about October, 2004, Gonzalez negotiated the purchase of residential real estate property located at 1628 Norton Hill Drive, Jacksonville, Florida, for the purchase price of \$570,000.

2. In or about October, 2004, Barry Westergom, a co-conspirator who was a licensed real estate appraiser, conducted an appraisal of the property and, using inappropriate comparable properties and other fraudulent means, appraised the property at a value of \$725,000.

3. In or about October, 2004, Gonzalez created, or caused to be created, a second Purchase and Sale Agreement stating that the buyer of the property was a named third-party buyer, describing the seller as the original seller of the property, and stating that the purchase price was \$725,000.

4. In or about October, 2004, Gonzalez completed, or caused to be completed, a Uniform Residential Loan Application, or Form 1003, in the name of a third-party buyer falsely stating that the purchase price of the property was \$725,000.

5. In or about October, 2004, Gonzalez sent fraudulent documents, including the second Purchase and Sale Agreement, the Form 1003, and the appraisal report, or caused them to be sent, to a mortgage broker.

6. In or about October, 2004, the mortgage broker submitted the fraudulent documents to a lender, Lehman Brothers Bank, a federally insured financial institution, to obtain a first mortgage loan in the amount of \$580,000 and a second mortgage loan in the amount of \$108,750.

7. In or about October, 2004, STRICKLAND prepared a HUD-1 Settlement Statement falsely stating that the purchase price of the property was \$725,000 and falsely stating that the buyer would pay about \$70,694 at the closing. STRICKLAND also falsely stated that a payment of \$155,000 to JCI and Associates, an entity controlled by Gonzalez, was an "Assignment of Contract Fee."

8. In or about October, 2004, STRICKLAND signed the HUD-1 immediately below the following statement: "The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement." Immediately below STRICKLAND's signature was the following statement: "WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: 18 U.S. Code Section 1001 and Section 1010."

9. In or about October, 2004, STRICKLAND sent the fraudulent HUD-1, or caused it to be sent, to the lender, Lehman Brothers Bank.

10. In or about October, 2004, based primarily on the false information set forth in the submitted documents, Lehman Brothers Bank approved the loans.

11. On or about October 29, 2004, STRICKLAND conducted a closing of the real estate transaction.

12. On or about October 29, 2004, Lehman Brothers Bank disbursed the loan funds, by wire transfer in interstate commerce, for use at the closing in the amount of \$581,239.51 representing the proceeds of the first mortgage loan and in the amount of \$104,170.47 representing the proceeds of the second mortgage loan.

13. On or about October 29, 2004, STRICKLAND issued, or caused to be issued, checks or wire transfers to, among others, the seller in the amount of \$84,153.57, JCI and Associates, an entity controlled by Gonzalez, in the amount of \$155,000, and PTGI in the amount of \$4,191.50.

1451 Crabapple Cove Court South

14. In or about March, 2005, Gonzalez negotiated the purchase of residential real estate property located at 1451 Crabapple Cove Court South, Jacksonville, Florida, for the purchase price of \$198,500. The Purchase and Sale Agreement stated that the buyer was to be JCI and Associates, an entity controlled by Gonzalez, and it described the seller as "owner of record."

15. In or about March, 2005, Westergom conducted an appraisal of the property and, using inappropriate comparable properties and other fraudulent means, appraised the property at a value of \$280,000.

16. Between in or about March, 2005, and in or about May, 2005, Gonzalez created, or caused to be created, a second Purchase and Sale Agreement stating that the buyer of the property was a named third-party buyer, describing the seller as "owner of record," and stating that the purchase price was \$280,000.

17. In or about May, 2005, Gonzalez completed, or caused to be completed, a Uniform Residential Loan Application, or Form 1003, in the name of a third-party buyer falsely stating that the purchase price of the property was \$280,000 and falsely stating that the buyer had a bank account at Popular Bank with a balance of \$195,915.80.

18. In or about May, 2005, Gonzalez sent fraudulent documents, including the second Purchase and Sale Agreement, the Form 1003, and the appraisal report, or caused them to be sent, to a mortgage broker.

19. In or about May, 2005, the mortgage broker submitted the fraudulent documents to a lender, Monticello Bank, a federally insured financial institution, to

obtain a first mortgage loan in the amount of \$224,000 and a second mortgage loan in the amount of \$28,000.

20. In or about May, 2005, STRICKLAND prepared a HUD-1 Settlement Statement falsely stating that the purchase price of the property was \$280,000, falsely stating that the buyer would pay \$37,508.15 at the closing on the property, and falsely stating that the seller would receive \$192,370.02 at the closing. The HUD-1 did not disclose that Gonzalez or any entity controlled by him would receive any payment as a result of the transaction.

21. In or about May, 2005, STRICKLAND signed the HUD-1 immediately below the following statement: "The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement." Immediately below STRICKLAND's signature was the following statement: "WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: 18 U.S. Code Section 1001 and Section 1010."

22. In or about May, 2005, STRICKLAND sent the fraudulent HUD-1, or caused it to be sent, to Monticello Bank.

23. In or about May, 2005, based primarily on the false information set forth in the submitted documents, Monticello Bank approved the loans.

24. On or about May 23, 2005--before the closing on the property--STRICKLAND issued a check to JCI and Associates, an entity controlled by Gonzalez, in the amount of \$81,561.10 from a PTGI bank account.

25. On or about May 23, 2005, Gonzalez deposited the funds from the check into a bank account controlled by him.

26. On or about May 23, 2005, Gonzalez asked a co-conspirator who was employed at the bank to issue an "Official Check" in the amount of \$37,508.15 that the buyer was required to pay at the closing, listing the buyer as the remitter of the check and PTGI as the payee.

27. On or about May 23, 2005, STRICKLAND conducted a closing of the real estate transaction.

28. On or about May 23, 2005, Gonzalez provided the check for \$37,508.15 that purportedly was from the buyer to STRICKLAND.

29. On or about May 23, 2005, Monticello Bank disbursed loan funds in the amount of \$251,292.14 for use at the closing.

30. On or about May 23, 2005, STRICKLAND issued, or caused to be issued, checks or wire transfers from the loan funds to, among others, the seller in the amount of \$110,808.92 and PTGI in the amount of \$2,347.50. The earlier disbursement to JCI and Associates was not listed separately on the HUD-1 but instead was included in the amount listed as "Cash to Seller."

13677 Bromley Point Drive

31. In or about March, 2005, Gonzalez negotiated the purchase of residential real estate property located at 13677 Bromley Point Drive, Jacksonville, Florida

32. In or about March, 2005, Westergom conducted an appraisal of the property and, using inappropriate comparable properties and other fraudulent means, appraised the property at a value of \$760,000.

33. In or about March, 2005, Gonzalez sent fraudulent documents, including the appraisal report, or caused them to be sent, to a mortgage broker.

34. In or about March, 2005, the mortgage broker sent the fraudulent documents to Countrywide Home Loans to obtain a first mortgage loan in the amount of \$608,000 and a second mortgage loan in the amount of \$76,000.

35. In or about March, 2005, STRICKLAND prepared a HUD-1 Settlement Statement falsely stating that the purchase price of the property was \$760,000, falsely stating that the buyer had made a deposit of about \$15,000, falsely stating that the buyer would pay \$86,117.11 at the closing, and falsely stating that the seller would receive \$146,200.23 at the closing. The HUD-1 did not disclose that Gonzalez or any entity controlled by him would receive any payment as a result of the transaction.

36. In or about March, 2005, STRICKLAND signed the HUD-1 immediately below the following statement: "The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement." Immediately below STRICKLAND's signature was the following statement: "WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: 18 U.S. Code Section 1001 and Section 1010."

37. In or about March, 2005, STRICKLAND sent the fraudulent HUD-1, or caused it to be sent, to the lender, Countrywide Home Loans.

38. In or about March, 2005, based primarily on the false information set forth in the submitted documents Countrywide Home Loans approved the loans for the property.

39. On or about March 29, 2005, Treasury Bank, a federally insured financial institution and the parent company of Countrywide Home Loans, disbursed the loan funds, by wire transfer in interstate commerce, for use at the closing in the amount of \$612,748.30 representing the proceeds of the first mortgage loan and in the amount of \$76,950.00 representing the proceeds of the second mortgage loan.

40. On or about March 30, 2005, STRICKLAND conducted a closing of the real estate transaction.

41. On or about March 30, 2005, STRICKLAND issued a check in the amount of \$146,200.23 to the purported seller of the property. However, the seller, who was not present at the closing, was unaware of the issuance of the check and the check was voided at the closing.

42. On or about March 30, 2005, STRICKLAND issued, or caused to be issued, checks or wire transfers from the loan funds to, among others, JCI and Associates, an entity controlled by Gonzalez, in the amount of \$146,200.23, and PTGI in the amount of \$5,123.50. The disbursement to JCI and Associates was not listed separately on the HUD-1 but instead was included in the amount listed as "Cash to Seller."

8703 Harpers Glen Court

43. In or about July and August, 2005, Westergom acted as a buyer's agent for Gonzalez through an entity called Property Associates, which was controlled by

Westergom, and negotiated with a sellers' agent for the purchase of residential real estate property located at 8703 Harpers Glen Court, Jacksonville, Florida, which was listed for sale at a purchase price of \$510,000.

44. In or about July or August, 2005, Westergom sent a Purchase and Sale Agreement to the sellers' agent setting forth the terms of an offer to buy the property. Subsequent negotiations between Westergom and the sellers' agent resulted in an agreed purchase price of \$490,000.

45. The Purchase and Sale Agreement, which was executed by Gonzalez and the sellers on or about August 8, 2005, stated that the purchaser was to be JCI and Associates, an entity controlled by Gonzalez, and the sellers were described as "owner of record."

46. Between on or about August 8, 2005, and on or about October 6, 2005, Westergom conducted an appraisal of the property and, using inappropriate comparable properties and other fraudulent means, appraised the property at a value of \$625,000.

47. In or about September, 2005, Gonzalez caused another person to alter Bank of America account statements for the periods of June 25, 2005, through July 25, 2005, and July 26, 2005, through August 25, 2005, for an account in his and his wife's names to reflect significantly larger cash balances than were actually in the account. For example, the ending balance on the true statement for the period ending July 25, 2005, was \$92.58 and the ending balance on the false statement for the period ending July 25, 2005, was \$237,352.54.

48. In or about October, 2005, Gonzalez completed, or caused to be completed, two Uniform Residential Loan Applications, or Forms 1003, in the name of his wife, who was listed as the buyer, falsely stating that the purchase price of the property was \$625,000 and falsely stating that the balance in the Bank of America account was the fraudulently inflated balance set forth in the altered statements.

49. In or about October, 2005, Gonzalez sent fraudulent documents, including the fictitious bank statements, the Forms 1003, and the appraisal, or caused them to be sent, to a mortgage broker.

50. In or about October, 2005, the mortgage broker submitted the fraudulent documents to a lender, 4UDirect, Inc., doing business as Nations Home Lending Center, to obtain a first mortgage loan in the amount of \$437,500 and a second mortgage loan in the amount of \$125,000 for the property.

51. In or about October, 2005, STRICKLAND prepared a HUD-1 Settlement Statement falsely stating that the purchase price of the property was \$625,000, falsely stating that Gonzalez's wife was the buyer of the property, and falsely stating that the buyer would pay \$83,155.04 at the closing. STRICKLAND also falsely stated on the HUD-1 that a payment of \$134,000 to JCI and Associates, an entity controlled by Gonzalez, was an "Assignment of Contract Fee."

52. In or about October, 2005, STRICKLAND signed the HUD-1 immediately below the following statement: "The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement." Immediately below STRICKLAND's signature was the following statement: "WARNING: It is a crime to

knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: 18 U.S. Code Section 1001 and Section 1010.”

53. In or about October, 2005, STRICKLAND sent the fraudulent HUD-1, or caused it to be sent, to the lender, 4UDirect.

54. In or about October, 2005, based primarily on the false information set forth in the submitted documents, 4UDirect approved the loans.

55. On or about October 6, 2005, STRICKLAND conducted a closing of the real estate transaction.

56. On or about October 6, 2005, at the closing on the property, the sellers' agent questioned several entries on the HUD-1, including the entry stating that the purchase price was \$625,000 when the sellers had agreed to a purchase price of \$490,000. STRICKLAND told the sellers' agent that the contract had been assigned to another person—without informing the sellers and their agent that the assignor was Gonzalez and that the assignee was Gonzalez's wife—and STRICKLAND assured the sellers' agent that the sellers would receive the amount that they were due under the original contract.

57. On or about October 6, 2005, 4UDirect disbursed the loan funds for use at the closing in the amount of \$437,500 representing the proceeds of the first mortgage loan and in the amount of \$112,063.08 representing the proceeds of the second mortgage loan.

58. On or about October 6, 2005, STRICKLAND issued, or caused to be issued, checks or wire transfers from the loan funds to, among others, JCI and

Associates, an entity controlled by Gonzalez, in the amount of \$134,000, Property

Associates, an entity controlled by Westergom, in the amount of \$12,250, JAX

Appraisals, Inc., an entity controlled by Westergom, in the amount of \$550, and PTGI in the amount of \$5,465.

Additional Properties

59. In addition to the above-described transactions, Gonzalez, STRICKLAND, and their co-conspirators engaged in fraudulent transactions involving the following properties, and others, all located in the Middle District of Florida, during the period of the conspiracy:

- (1) 1144 Queens Harbor Boulevard
Jacksonville, Florida
- (2) 11702 Merra Lee Court
Jacksonville, Florida
- (3) 12016 Shooting Star Court
Jacksonville, Florida
- (4) 12117 Brightmore Way
Jacksonville, Florida
- (5) 12335 Forest Gate Drive North
Jacksonville, Florida
- (6) 1292 Queens Island Court
Jacksonville, Florida
- (7) 13501 Princess Kelly Drive
Jacksonville, Florida
- (8) 13600 Emerald Cove Court
Jacksonville, Florida
- (9) 13807 Longs Landing Road East
Jacksonville, Florida

- (10) 13826 Bella Riva Lane
Jacksonville, Florida
- (11) 13827 Longs Landing Road East
Jacksonville, Florida
- (12) 13850 Windsor Crown Court East
Jacksonville, Florida
- (13) 13854 Salford Court
Jacksonville, Florida
- (14) 1421 Harrington Park Drive
Jacksonville, Florida
- (15) 1443 Crabapple Cove Court South
Jacksonville, Florida
- (16) 1450 Crabapple Cove Court South
Jacksonville, Florida
- (17) 1478 Harrington Park Drive
Jacksonville, Florida
- (18) 1553 Nottingham Knoll Drive
Jacksonville, Florida
- (19) 1568 Nottingham Knoll Drive
Jacksonville, Florida
- (20) 1631 Hawkins Cove Drive East
Jacksonville, Florida
- (21) 1649 Hawkins Cove Drive East
Jacksonville, Florida
- (22) 1674 Hawkins Cove Drive East
Jacksonville, Florida
- (23) 2165 Aztec Drive West
Jacksonville, Florida
- (24) 3526 Shady Woods Street East
Jacksonville, Florida

- (25) 4083 Richmond Park Drive East
Jacksonville, Florida
- (26) 4395 Hanover Park Drive
Jacksonville, Florida
- (27) 4453 Deep River Way
Jacksonville, Florida
- (28) 6236 Syringa Lane
Jacksonville, Florida
- (29) 7691 Saw Timber Lane
Jacksonville, Florida
- (30) 7777 Chipwood Lane
Jacksonville, Florida
- (31) 7582 Groveton Hills Place
Jacksonville, Florida
- (32) 7971 Mt. Ranier Drive
Jacksonville, Florida
- (33) 8220 Hampton Lake Lane
Jacksonville, Florida
- (34) 823 Chicopit Lane
Jacksonville, Florida
- (35) 8736 Harpers Glen Court
Jacksonville, Florida
- (36) 2200 Ocean Drive South, Unit 4F
Jacksonville Beach, Florida
- (37) 1302 Jenks Court
Neptune Beach, Florida

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH FIVE
(Wire Fraud)

A. Introduction

Part A of Count One of this Indictment is realleged and incorporated by reference as if fully set forth herein.

B. Scheme and Artifice

From in or about October, 2004, through in or about October, 2005, in the Middle District of Florida, and elsewhere,

CYNTHIA DARLENE STRICKLAND,

the defendant herein, did knowingly and willfully devise and intend to devise, and participate in, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, both oral and written, and aid and abet the execution of such scheme and artifice, that is, a scheme and artifice to obtain mortgage loans on residential properties by means of false and fraudulent representations about the financial circumstances of the borrowers, about the values of the properties on which the loans were obtained, and about other financial details of the transaction.

C. Manner and Means

Part C of Count One of this Indictment is realleged and incorporated by reference as if fully set forth herein.

D. Execution of the Scheme

On or about the dates listed below, in the Middle District of Florida, and elsewhere,

CYNTHIA DARLENE STRICKLAND,

the defendant herein, for the purpose of executing, attempting to execute, and aiding and abetting the execution of the aforesaid scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and affecting a financial institution, did cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, the below-listed transfers of funds by wire from financial institution accounts controlled by the lenders to financial institution accounts controlled by STRICKLAND and PTGI:

COUNT	DATE	AMOUNT	SENT FROM	SENT TO
TWO	October 29, 2004	\$581,240	JP Morgan Chase	Compass Bank
THREE	October 29, 2004	\$105,815	JP Morgan Chase	Compass Bank
FOUR	March 29, 2005	\$612,748	Bank of NYC	Compass Bank
FIVE	March 29, 2005	\$76,950	Bank of NYC	Compass Bank

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

COUNTS SIX THROUGH NINE
(Bank Fraud)

A. Introduction

Part A of Count One of this Indictment is realleged and incorporated by reference as if fully set forth herein.

B. Scheme and Artifice

From in or about October, 2004 through in or about October, 2005, at Jacksonville, in the Middle District of Florida and elsewhere,

CYNTHIA DARLENE STRICKLAND,

the defendant herein, did knowingly and willfully devise and intend to devise, and participate in, a scheme and artifice to defraud a federally insured financial institution, and to obtain money, funds, and property under the custody and control of a federally insured financial institution by means of materially false and fraudulent pretenses, representations, and promises, both oral and written, and aid and abet the execution of such scheme and artifice, that is, a scheme and artifice to obtain mortgage loans on residential properties by means of false and fraudulent representations about the financial circumstances of the borrowers, about the values of the properties on which the loans were obtained, and about other financial details of the transaction.

C. Manner and Means

Part C of Count One of this Indictment is realleged and incorporated by reference as if fully set forth herein.

D. Execution

On or about the dates listed below, at Jacksonville, in the Middle District of Florida, and elsewhere,

CYNTHIA DARLENE STRICKLAND,

the defendant herein, for the purpose of executing, attempting to execute, and aiding and abetting the execution of the aforesaid scheme to defraud a federally insured financial institution, and to obtain money, funds, and property under the custody and control of a federally insured financial institution by means of materially false and fraudulent pretenses, caused the following transfer of funds to be made by the specified financial institution to STRICKLAND and PTGI:

COUNT	DATE	BANK	AMOUNT	PROPERTY
SIX	October 29, 2004	Lehman Brothers	\$581,240	1628 Norton Hill Drive, Jacksonville, FL
SEVEN	October 29, 2004	Lehman Brothers	\$105,815	1628 Norton Hill Drive, Jacksonville, FL
EIGHT	March 29, 2005	Treasury Bank	\$612,748	13677 Bromley Point Drive, Jacksonville, FL
NINE	March 29, 2005	Treasury Bank	\$76,950	13677 Bromley Point Drive, Jacksonville, FL

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

FORFEITURES

1. The allegations contained in Counts One through Nine of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging

forfeitures pursuant to the provisions of Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2)(A), and Title 28, United States Code, Section 2461(c).

2. From her engagement in the violations alleged in Counts One through Nine of this Indictment, the defendant, CYNTHIA DARLENE STRICKLAND, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2)(A), and Title 28, United States Code, Section 2461(c), all of her interest in any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violations, including but not limited to a sum of money equal to \$170,000 in U.S. currency, which represents the approximate proceeds the defendant obtained as a result of the offense.

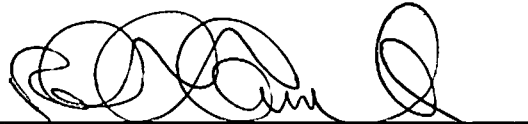
3. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under

the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL,

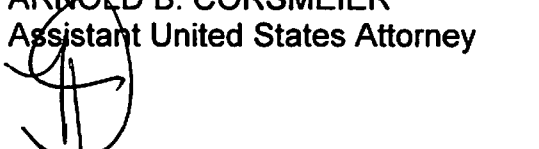


Foreperson

A. BRIAN ALBRITTON
United States Attorney

By: 

ARNOLD B. CORSMEIER
Assistant United States Attorney

By: 

MAC D. HEAVENER, III
Assistant United States Attorney
Deputy Chief, Jacksonville Division

UNITED STATES DISTRICT COURT

Middle District of Florida
Jacksonville Division

THE UNITED STATES OF AMERICA

vs.


CYNTHIA DARLENE STRICKLAND

INDICTMENT

Violations:

18 U.S.C. §§ 1343, 1344, and 1349

A true bill.



Foreperson

Filed in open court this 18th day

of March, A.D. 2010.



Clerk

Bail \$ _____