

who owned and had substantial equity in homes but were facing foreclosure because of their inability to make monthly mortgage payments (“the homeowners”). As part of their “Foreclosure Reversal” scheme, the Defendants fraudulently promised to help the homeowners avoid foreclosure, keep their homes, and repair their damaged credit. The homeowners were directed to allow title to their homes to be put in the names of third-party purchasers (“the straw buyers”) for a one-year period, during which the Defendants promised to improve the homeowners’ credit ratings, help them obtain more favorable mortgages, and eventually return title to their homes to them. The Defendants told the homeowners that the equity withdrawn from their properties would be kept in escrow and used to pay the mortgages and expenses on their homes and to repair the homeowners’ credit. Using the homeowners’ properties, the Defendants applied for mortgages to extract the maximum available equity from the homes and prepared and submitted to mortgage lenders (“the lenders”) fraudulent loan applications to obtain fraudulently inflated loans on the target properties in the straw buyers’ names. At settlements, the Defendants imposed numerous fees and required “seller contributions” which were far in excess of industry standards; they imposed fees for services which were not performed, disclosed or explained to the homeowners; and they transferred the sale proceeds out of the escrow accounts into the Defendants’ business and personal bank accounts.

2. As a part and result of the conspiracy, (a) the Defendants paid kickbacks to the straw buyers who were added to or replaced the homeowners on the titles to their properties; (b) the Defendants stripped away most of the homeowners’ equity proceeds and converted those monies to their own personal use; and (c) when the Defendants stopped making mortgage payments, the properties were foreclosed upon, and the homeowners were left without homes, equity, or repaired

credit.

3. As a result of the conspiracy, the lenders provided at least \$35,873,150 in funds for fraudulent loans on at least 100 homes, and the homeowners suffered losses of at least \$10,270,387.19 in stripped equity.

Parties, Persons and Entities

4. Metropolitan Money Store (“MMS”) was a Maryland corporation which did business in Maryland, Virginia, and the District of Columbia and offered to financially distressed homeowners foreclosure consultation and credit services, including its “Foreclosure Reversal Program.” MMS was located in Lanham, Maryland, employed 35 individuals, and was not a licensed mortgage broker or credit repair business.

5. Fordham & Fordham Investment Group, Ltd. (“F&F”) was a Maryland corporation that assisted MMS in its foreclosure consulting and credit servicing business. F&F was based in Lanham and Greenbelt, Maryland, employed three individuals, and was not a licensed credit repair business.

6. Burroughs & Smythe Financial Services, Inc. (“B&S”) was a Maryland corporation that assisted MMS in its foreclosure consulting and credit servicing business. B&S was based in Lanham, Maryland, employed two individuals, and was not a licensed credit repair business.

7. JC and JC Investments LLC, RAC Investment Property LLC, and Prosper Investments LLC were Maryland corporations that provided real estate investment services.

8. Defendant **JOY JACKSON (“JACKSON”)**, a Maryland resident, was the president of MMS and a director and the resident agent of MMS and F&F. **JACKSON** was a

Maryland licensed mortgage broker but was not licensed to provide credit repair services.

9. Defendant **JENNIFER MCCALL** (“**J. MCCALL**”), a Maryland resident, was the chief executive officer (“CEO”) of MMS, a director and the resident agent of MMS and B&S, and owner of JC and JC Investments LLC. **J. MCCALL** was a Maryland licensed mortgage broker and notary but was not licensed to provide credit repair.

10. Defendant **KURT FORDHAM** (“**FORDHAM**”), a Maryland resident, was the president of F&F and a director of F&F and B&S. **FORDHAM** was married to **JACKSON**.

11. Defendant **CLIFFORD MCCALL** (“**C. MCCALL**”), a Maryland resident, was the president of B&S and a director of B&S and F&F. **C. MCCALL** was married to **J. MCCALL**.

12. Defendant **CHANDRA JONES** (“**JONES**”), **MCCALL**’s daughter and a Maryland resident, was the vice-president of F&F and a director of B&S.

13. Defendant **KATISHA MONIQUE FORDHAM** (“**KATISHA FORDHAM**”), a Washington, D.C. resident, was a MMS loan officer and **FORDHAM**’s sister.

14. Defendant **RONALD CHAPMAN** (“**CHAPMAN**”), a Maryland resident, was a MMS loan officer and owned and operated RAC Investment Property LLC.

15. Title Company One was a Maryland limited liability company and Maryland-licensed title insurance company, which operated in Rockville, Maryland and conducted real estate settlements, issued title insurance, and acted as an escrow agent for MMS and others.

16. Defendant **WILBUR BALLESTEROS (“BALLESTEROS”)**, a Maryland resident and licensed real estate closing agent, worked for Title Company One and conducted real estate settlements for MMS.

17. Title Company Two was a Maryland limited liability company and Maryland-licensed title insurance company, which operated in Largo, Maryland and conducted real estate settlements, issued title insurance, and acted as an escrow agent for MMS and others.

18. **Co-Conspirator A** was a Maryland resident and attorney, owned and operated Title Company Two and conducted real estate settlements for MMS.

19. **Co-Conspirator B**, a Maryland resident, was an MMS loan officer and owned and operated Prosper Investment LLC.

20. Credit Company One was a Maryland-licensed credit counseling company, which operated in Takoma Park, Maryland and provided credit repair services for homeowners and straw buyers.

The Conspiracy

21. Beginning in or about September 2004, and continuing through in or about June 2007, in the District of Maryland and elsewhere, the defendants,

**JOY JACKSON,
a/k/a Joy Fordham,
a/k/a Joy Simms,
a/k/a Joy Jones,
JENNIFER MCCALL,
a/k/a Jennifer Jones,
KURT FORDHAM,
CLIFFORD MCCALL,
CHANDRA JONES,
KATISHA FORDHAM,**

**RONALD CHAPMAN, and
WILBUR BALLESTEROS,**

did unlawfully, knowingly and willfully conspire, combine, confederate and agree with each other and other persons known and unknown to the Grand Jury to knowingly devise a scheme and artifice to defraud the homeowners and the lenders, and to obtain money and property from the homeowners and the lenders, by means of materially false and fraudulent pretenses, representations, and promises, and material omissions (“the scheme to defraud”) and for the purpose of executing and attempting to execute the scheme to defraud would and did (1) cause a matter and thing to be delivered by mail and private and commercial interstate carrier according to the direction thereon, in violation of 18 U.S.C. § 1341; and (2) transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds, in violation of 18 U.S.C. § 1343.

Manner and Means of the Conspiracy

A. The Fraudulent Solicitations

22. It was a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others marketed MMS’s services through solicitations and television, radio, and print advertisements.

23. It was further a part of the conspiracy that when the homeowners responded to MMS’s solicitations and advertisements, **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others met with the homeowners and offered them two options as part of the scheme. The homeowners were told that the first option was to refinance their existing mortgage, but that they did not meet MMS’s requirements for this option. Consequently, the promoters recommended the second

option, MMS's "Foreclosure Reversal Program," telling the homeowners that this option would allow them to avoid foreclosure, keep their homes, and repair their damaged credit.

24. It was further a part of the conspiracy that in order to convince the homeowners to enroll in the "Foreclosure Reversal Program," **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others obtained the homeowners' credit reports and made material omissions and failed to disclose information to the homeowners, which included, but was not limited to: the ability of the homeowners to refinance their existing mortgages; the use of the homeowners' equity in their homes once enrolled in the Foreclosure Reversal Program; the fact that MMS, F&F, and B&S would not actively assist in the repair of the homeowners' credit; and the fact that the straw buyers were often the Defendants, their friends or relatives, or an employee of MMS, F&F, or B&S.

B. The Straw Buyers

25. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others identified persons to be straw buyers who fit a financial profile – specifically, a particular threshold credit rating, as measured by commercial credit rating agencies – that would enable them to obtain favorable mortgages from the lenders to purchase the homeowners' properties in the straw buyers' names.

26. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others represented to the straw buyers that the straw buyers would hold

title to the property for a one-year period, after which MMS would facilitate the “re-purchase” of the property from the straw buyers and return title of the property back to the homeowners.

27. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others would tell the homeowners and the straw buyers that MMS or F&F would make all the mortgage payments on the property during the one-year period even though the loans were in the straw buyers’ names.

28. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others would arrange for the straw buyers to relinquish their interest in and control over the properties to MMS upon completion of the closing of the mortgage or loan.

29. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others provided the straw buyer with \$10,000 in return for their participation once the property closing had occurred.

30. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirators A and B, MMS, F&F, B&S employees, and family members of JACKSON, J. MCCALL, C. MCCALL, and FORDHAM** acted as straw buyers for the loans used to acquire the homeowners’ properties and knowingly participated in the sham purchases of various properties with the proceeds of fraudulently obtained loans in return for money.

C. The Fraudulent Loan Applications

31. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others sought mortgages for the target properties at values that were in excess of the properties' actual market values. To support applications for loans in excess of the properties' market values, **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others procured artificially inflated appraisals of the market value of the target properties from others not named in the Indictment.

32. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others obtained false income verifications and fictitious lines of credit in the names of straw buyers from Credit Company One and through other businesses owned and/or affiliated with **JACKSON, J. MCCALL, CHAPMAN, and Co-Conspirator B** in order to enhance the credit worthiness of the straw buyers.

33. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others made and caused to be made, materially false statements on loan application documents, including the Uniform Residential Loan Application ("URLA") and the Housing and Urban Development Form 1 ("HUD-1"), which were submitted to the lenders by facsimile, email and other means, on behalf of the homeowners and the straw buyers purporting to accurately represent (a) their personal and financial information and (b) the distribution of the

equity proceeds from the sale of the homeowners' properties. The material false statements included, among others, the use of the property as a primary residence; occupancy agreements; monthly income; existing debts; ownership of other properties and mortgage payment obligations associated with those other properties; lines of credit with Credit Company One and other companies; employment history; source of down payments on mortgages; and distribution of proceeds.

34. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others caused property settlements to occur for which they submitted documents that contained material false statements which were intended to deceive and did deceive the lenders.

35. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, and Co-Conspirator B**, and others completed most of the loan paperwork for the homeowners and the straw buyers and then facilitated the loan originations in the straw buyers' names and in some cases forged the homeowners' and straw buyers' signatures on certain loan documents.

36. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others made and caused to be made, fictitious sales contracts in the names of national real estate companies and forged the homeowners' and straw buyers' signatures on certain real estate sales contracts in order to facilitate the loan closing process and

to make the fraudulent real estate transactions appear more legitimate to the lenders.

37. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others paid kickbacks to real estate brokers in return for their providing fictitious real estate sales contracts to MMS that falsely represented that the homeowners' properties had been listed for sale with the brokers' real estate companies and then sold to the straw buyers.

38. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others prepared and had some homeowners sign "Monthly Rental Agreements" which stated that the homeowners would not pay "rent" on their homes for a one-year period.

D. The Fraudulent Settlements

39. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others, in addition to the false URLAs and HUD-1 settlement statements submitted to the lenders, created and completed separate "Foreclosure Reversal Program" fee sheets, which were not disclosed to the lenders and which required the homeowners to pay numerous fees and "seller contributions" to MMS, F&F, and B&S, which were far in excess of industry standards.

40. It was further a part of the conspiracy that that after each settlement, **JACKSON,**

J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B, and others sent and caused to be sent the closing packages to the lenders which purportedly revealed what had occurred at closing. In fact, among others, the following loan documents included in the closing packages were materially false, fictitious and misleading: the HUD-1's, loan applications, good faith estimates, mortgage notes, deeds, disclosure statements, proof of the straw buyers' down payments and title insurance, real estate sales contracts, and the homeowners' and straw buyers' signatures.

41. It was further a part of the conspiracy that, in some instances, **BALLESTEROS**, at the direction of **JACKSON, J. MCCALL** and others, would not appear at the closings but would sign the loan documents falsely certifying that he had witnessed the homeowners and straw buyers complete and sign the loan documents and would then submit those false closing documents to the mortgage lenders.

42. It was further a part of the conspiracy that **J. MCCALL** would notarize documents with forged homeowner and straw buyer signatures in order to facilitate the loan process, including, among others, the "Foreclosure Reversal Program" fee sheets.

43. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others concealed the payments of the proceeds of the equity-stripping scheme to MMS by causing Title Company One and Title Company Two to wire the money to MMS, F&F, B&S, JC and JC Investments LLC, RAC Investments LLC, and Prosper Investments LLC bank accounts instead of to the

homeowners as stated in the HUD-1s.

44. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others concealed payments to MMS, F&F, and B&S by causing Title Company One and Title Company Two to issue checks for the proceeds of the sale in the names of the homeowners.

45. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others forged the homeowners' endorsement signatures on checks and deposited checks into the MMS, F&F, and B&S bank accounts.

46. It was further a part of the conspiracy that **BALLESTEROS** falsely inflated the amounts due from the straw buyers and to the homeowners under the HUD-1 and then issued checks and wire transfers for the difference to MMS, F&F, B&S, JC and JC Investments LLC, RAC Investments LLC, and Prosper Investments LLC bank accounts instead of to the homeowners as stated in the HUD-1s.

47. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others caused homeowners and straw buyers to sign over property settlements proceeds, which were deposited into the personal bank accounts of **JACKSON, FORDHAM**, and others.

48. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN,**

BALLESTEROS, Co-Conspirator A and Co-Conspirator B, and others obtained at least \$35,873,150 in mortgages through the “Foreclosure Reversal Program.”

49. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others obtained at least \$10,270,387.19 from the mortgage proceeds of the scheme and funneled those funds through various MMS, F&F, B&S bank accounts.

E. Distribution of Proceeds

50. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B, BALLESTEROS**, others spent the money from the mortgage loan proceeds in the following manner: monthly mortgage payments on properties already purchased, their personal expenses, and cash diversions to themselves.

51. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, BALLESTEROS, Co-Conspirator A and Co-Conspirator B**, and others shuttled the loan proceeds through various bank accounts, including the personal bank accounts of **JACKSON, J. MCCALL, FORDHAM, C. MCCALL**, and **JONES**, in order to pay, in part, for the personal expenses of **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN, Co-Conspirator B** and others, including art, cars, clothing, credit card bills, homes, fur coats, furniture, domestic and international trips, gambling expenses, jewelry, limousine services, student tuition, and a luxury wedding for **JACKSON** and

FORDHAM.

52. It was further a part of the conspiracy that **JACKSON, J. MCCALL, FORDHAM, C. MCCALL, JONES, KATISHA FORDHAM, CHAPMAN,** and others stopped making the mortgage payments on the homeowners' homes and the straw buyers' loans with the equity proceeds and allowed the properties to go into foreclosure.

Overt Acts

In furtherance of the conspiracy and scheme to defraud, and to effect the objects thereof, the Defendants and others known and unknown to the Grand Jury committed the following overt acts in the District of Maryland and elsewhere:

The Fraudulent Mortgages

A. 9603 Huxley Drive, Lanham, Maryland ("9603 Huxley Drive")

A1. On or about February 18, 2005, **C. MCCALL** signed a contract to purchase 9603 Huxley Drive for \$600,000 from homeowners P.H. and S.H.

A2. On or about March 25, 2005, **C. MCCALL** signed and submitted to a lender a URLA, prepared by **JACKSON** to enable **C. MCCALL** to obtain a mortgage to purchase 9603 Huxley Drive, which falsely and fraudulently stated, among other things, (a) that **C. MCCALL** had been employed by JC & JC Investment LLC for one year and three months as Financing Manager and by Liberty Medical Billing for five years as Billing Supervisor and (b) that **C. MCCALL** earned \$14,548.17 per month.

A3. On or about March 25, 2005, **BALLESTEROS** prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in **C. MCCALL**'s name for 9603 Huxley Drive, which falsely and fraudulently stated (a) that **C. MCCALL** would provide \$29,828.73 and

homeowners P.H. and S.H. would receive \$78,431.91 at settlement; and failed to disclose (b) that **C. MCCALL** did not supply any of the borrower's funds for settlement; (c) that **C. MCCALL** would not pay any of the mortgage payments due to be paid to the lender; and (d) that the bulk of the proceeds from the sale would be deposited into JC and JC Investment LLC's bank account.

A4. On or about March 25, 2005, **BALLESTEROS** caused a United Parcel Service ("UPS") package containing real estate settlement documents for the purchase of 9603 Huxley Drive, including the false and fraudulent HUD-1, to be delivered from Title Company One's office in Rockville, Maryland to the lender, Argent Mortgage Company in White Plains, New York.

A5. On or about March 25, 2005, at the direction of **J. MCCALL, BALLESTEROS** caused a \$120,459.30 check payable to Title Company One to be drawn on the escrow account of Title Company One for the equity proceeds from the sale of 9603 Huxley Drive.

A6. On or about March 29, 2005, at the direction of **J. MCCALL, BALLESTEROS** caused \$72,976.48 to be wired to JC and JC Investments LLC's bank account, drawn on the escrow account of Title Company One, for the equity proceeds from the sale of 9603 Huxley Drive.

A7. On or about June 10, 2006, **FORDHAM** wrote a \$4,223.38 monthly mortgage payment check payable to a lender for **C. MCCALL**'s mortgage on 9603 Huxley Drive drawn on the F&F's Chevy Chase Bank account.

B. 4801 Fable Street, Capitol Heights, Maryland ("4801 Fable Street")

B1. In or about August 2005, homeowner J.B. met with **JACKSON** at MMS to

refinance the existing mortgage for 4801 Fable Street.

B2. On or about August 18, 2005, **J. MCCALL** obtained a credit report for **FORDHAM**, which included a false line of credit with Credit Company One.

B3. On or about August 25, 2005, **Co-Conspirator B** requested an appraisal for the purchase of 4801 Fable Street.

B4. On or about August 30, 2005, **JACKSON** and **FORDHAM** signed and submitted to a lender a URLA, prepared by **JACKSON** to enable **FORDHAM** to obtain a mortgage to purchase 4801 Fable Street, which falsely and fraudulently stated, among other things, **FORDHAM**'s income and intent to occupy the home, including representations (a) that **FORDHAM** earned \$7,300 per month as a fitness instructor and (b) that **FORDHAM** would occupy the property as his personal residence.

B5. On or about August 30, 2005, **FORDHAM** and **BALLESTEROS** signed a HUD-1 settlement statement to facilitate the closing of a mortgage in **FORDHAM**'s name for 4801 Fable Street that failed to disclose (a) that **FORDHAM** would not pay any of the mortgage payments due to be paid to the lender and (b) that the \$54,267.08 in proceeds from the sale would be deposited into F&F's bank account instead of being provided to homeowners J.B., C.B., and C.B.B.

B6. On or about August 30, 2005, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 4801 Fable Street, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

B7. On or about August 31, 2005, **FORDHAM** signed a \$3,472.96 check payable to

Title Company One drawn on **FORDHAM** and **JACKSON**'s bank account to facilitate the purchase of 4801 Fable Street.

B8. On or about August 31, 2005, **BALLESTEROS** caused \$54,267.08 to be wired to F&F's bank account, drawn on Title Company One's escrow account, for the equity proceeds from the sale of 4801 Fable Street.

B9. On or about September 1, 2005, **FORDHAM** and homeowners J.B. and C.B. signed a MMS document titled "Contract for the Foreclosure Reversal Program."

C. 17111 Livingston Road, Accokeek, MD ("17111 Livingston Road")

C1. In or about November 2005, **CHAPMAN** met with homeowner G.W.'s spouse and described the "Foreclosure Reversal Program."

C2. On or about November 14, 2005, **J. MCCALL** obtained a credit report for homeowner G.W.

C3. On or about November 30, 2005, **JACKSON** and **JONES** signed and submitted to a lender a URLA to enable **JONES** to obtain a mortgage for the purchase of 17111 Livingston Road, which falsely and fraudulently stated, among other things, that **JONES** (a) had been employed by F&F for two years and four months as Financing Manager and earned \$13,600 per month and (b) would occupy the property as her personal residence.

C4. On or about November 30, 2005, **BALLESTEROS** prepared a HUD-1 to facilitate the closing of a mortgage in **JONES**'s name for 17111 Livingston Road, which (a) failed to disclose that **JONES** would not pay any of the mortgage payments due to be paid to the lender; (b) falsely stated that at settlement **JONES** would provide \$8,726.84; and (c) failed to disclose that \$169,658.43 in equity proceeds payable to homeowner G.W. would be deposited into F&F's bank account.

C5. On or about November 30, 2005, **J. MCCALL** notarized the signatures of **JONES** and homeowner G.W. on a MMS document titled “Contract for the Foreclosure Reversal Program P1.”

C6. On or about November 30, 2005, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 17111 Livingston Road, including the false HUD-1, to be delivered from Title Company One’s office in Rockville, MD to the lender, American Home Loan in Santa Ana, CA.

C7. On or about February 23, 2006, **JONES** obtained a credit report for homeowner G.W.

D. 4209 56th Avenue, Bladensburg, MD (“4209 56th Avenue”)

D1. On or about September 19, 2005, **JONES** and homeowners D.H. and D.M. signed a real estate sales contract for 4209 56th Avenue.

D2. On or about December 1, 2005, **JACKSON** prepared and submitted to a lender a URLA, signed by **JONES**, to enable **JONES** to obtain a mortgage for the purchase of 4209 56th Avenue, which falsely and fraudulently stated, among other things, that **JONES** (a) had been employed by F&F for two years and five months as Financing Manager and earned \$13,500 per month; (b) would provide \$57,539.17 in cash towards the purchase of 4209 56th Avenue; and (c) would occupy the property as her personal residence.

D3. On or about December 1, 2005, **BALLESTEROS** prepared a HUD-1 settlement statement, signed by **JONES** and **BALLESTEROS**, to facilitate the closing of a mortgage in **JONES**’s name for 4209 56th Avenue, which failed to disclose that (a) **JONES** would not pay any of the mortgage payments due to be paid to the lender and (b) \$135,139.18 in equity proceeds payable to homeowners D.H. and D.M. would be deposited into F&F’s bank account.

D4. On or about December 1, 2005, **JONES** wrote a \$5,338.22 check to Title Company One from her personal bank account with the memo line “56th Ave.”

D5. On or about December 1, 2005, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 4209 56th Avenue, including the false HUD-1, to be delivered from Title Company One’s office in Rockville, MD to the lender, BNC Mortgage, Inc., in Irvine, CA.

D6. On or about December 1, 2005, **BALLESTEROS** caused to be prepared, among others, a \$54,345.24 check payable to Title Company One and a \$135,139.18 check payable to homeowners D.H. and D.M., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 4209 56th Avenue.

E. 7602 Alloway Lane, Beltsville, MD (“7602 Alloway Lane”)

E1. On or about January 3, 2006, **J. MCCALL** signed a URLA, which was submitted to a lender, to enable **J. MCCALL** to obtain a mortgage loan to purchase 7602 Alloway Lane, which falsely and fraudulently stated, among other things, that **J. MCCALL** (a) had been employed by MMS for two years as Broker and earned \$35,000 per month, (b) would provide \$128,142.93 to facilitate settlement, and (c) would occupy the home as her primary residence.

E2. On or about January 3, 2006, **J. MCCALL**, **BALLESTEROS**, and homeowner T.M. signed a HUD-1 to facilitate the closing of a mortgage in **J. MCCALL**’s name for 7602 Alloway Lane, which (a) failed to disclose that **J. MCCALL** would not pay any of the mortgage payments due to be paid to the lender and (b) failed to disclose that \$47,105.06 in equity proceeds payable to homeowner T.M. would be deposited into F&F’s bank account.

E3. On or about January 3, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 7602 Alloway Lane, including

the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

E4. On or about February 16, 2007, **Co-Conspirator A** prepared a false and fraudulent HUD-1 settlement statement, signed by **J. MCCALL, FORDHAM** and **Co-Conspirator A**, to facilitate the closing of a mortgage in **FORDHAM**'s name loan for 7602 Alloway Lane, which falsely and fraudulently stated that **FORDHAM** would (a) pay the mortgage payments due to be paid to the lender and (b) provide \$88,953.96 and **J. MCCALL** would receive \$853.10 at settlement.

E5. On or about February 16, 2007, **FORDHAM** signed a \$549,000 promissory note with Wells Fargo Bank, N.A. in Des Moines, IA for the purchase of 7602 Alloway Lane.

E6. On or about February 16, 2007, **J. MCCALL** sold 7602 Alloway Lane to **FORDHAM** for \$610,000.

F. 1835 Knoll Drive, Oxon Hill, MD ("1835 Knoll Drive")

F1. In or about January, 2006, homeowner C.H., an employee of Title Company Two, went to MMS to refinance the mortgage on their home at 1835 Knoll Drive.

F2. On or about January 6, 2006, **J. MCCALL** obtained a credit report for homeowner C.H.

F3. On or about January 9, 2006, **JACKSON** and homeowner C.H. signed a real estate sales contract in which **JACKSON** agreed to purchase 1835 Knoll Drive from homeowner C.H. for \$325,000.

F4. On or about February 2, 2006, **JACKSON** prepared, signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 1835 Knoll Drive, which falsely and fraudulently stated, among other things, **JACKSON**'s employment history, income, assets,

debts, and intent to occupy the home, including representations that (a) **JACKSON** had been employed by MMS for 14 years as CEO and earned \$15,000 per month, (b) **JACKSON** owned and had as her primary residence 508 Balboa Avenue in Capitol Heights, MD; (c) **JACKSON** had personal property valued at \$1,000,000; (d) **JACKSON** had \$95,000 in cash in a personal bank account at Harbor Bank of Maryland; (e) **JACKSON** had multiple credit lines with Credit Company One; and (f) **JACKSON** would occupy the property as her primary residence.

F5. On or about February 2, 2006, **BALLESTEROS** prepared a HUD-1, signed by **JACKSON, BALLESTEROS**, and homeowner C.H., for the sale of 1835 Knoll Drive which, among other things, (a) failed to disclose that **JACKSON** would not pay any of the mortgage payments due to be paid to the lender; (b) falsely stated that at settlement **JACKSON** would provide \$3,610.29; and (c) failed to disclose that \$60,093.15 in equity proceeds payable to homeowner C.H. would be deposited into F&F's bank account.

F6. On or about February 2, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 1835 Knoll Drive, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

F7. On or about February 2, 2006, **BALLESTEROS** caused to be prepared, among others, a \$60,093.15 check payable to homeowner C.H., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 1835 Knoll Drive.

F8. On or about February 6, 2006, **FORDHAM** deposited the \$60,093.15 check payable to homeowner C.H. into F&F's Harbor Bank of Maryland bank account.

G. 12203 McCullagh Court, Upper Marlboro, MD ("12203 McCullagh Court")

G1. In or about January 2006, **JACKSON** and **J. MCCALL** met with homeowner W.B. and described the MMS "Foreclosure Reversal Program."

G2. On or about January 10, 2006, homeowner W.B., **FORDHAM**, and **JONES** signed a credit repair contract in which F&F agreed to provide credit repair services to homeowner W.B. in exchange for \$1,500 from the sale of 12203 McCullagh Court.

G3. On or about January 11, 2006, **J. MCCALL** obtained a credit report for straw buyer K.J.

G4. On or about January 20, 2006, **JACKSON** and straw buyer K.J. prepared, signed and submitted to a lender a URLA in order to enable straw buyer K.J. to obtain a mortgage to purchase 12203 McCullagh Court, which falsely and fraudulently stated, among other things, that straw buyer K.J. (a) had been employed by F&F for five years as Director and earned \$12,433 per month; (b) owned real estate worth \$260,000; (c) owned \$1,000,000 in personal property; (d) would provide \$82,662 in cash towards the purchase of 12203 McCullagh Court; and (e) would occupy the property as their personal residence.

G5. On or about January 24, 2006, homeowner W.B. and straw buyer K.J., signed a real estate sales contract for 12203 McCullagh Court.

G6. On or about January 24, 2006, **J. MCCALL** ordered a title abstract for the purchase of 12203 McCullagh Court in the name of straw buyer H.D.

G7. On or about February 6, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement, signed by homeowner W.B., straw buyer K.J., and **BALLESTEROS**, to facilitate the

closing of a mortgage in straw buyer K.J.'s name for 12203 McCullagh Court, which (a) failed to disclose that straw buyer K.J. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing and (b) failed to disclose that \$68,398.22 in equity proceeds payable to homeowner W.B. would be deposited into MMS's bank account.

G8. On or about February 6, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 12203 McCullagh Court, including a false HUD-1 and the URLAs, to be delivered from Title Company One's office in Rockville, MD to the lender, BNC Mortgage, Inc., in Irvine, CA.

G9. On or about February 6, 2006, **BALLESTEROS** caused to be prepared, among others, a \$68,398.22 check payable to homeowner W.B., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 12203 McCullagh Court.

G10. On or about March 3, 2006, **FORDHAM** deposited the \$68,398.22 check payable to homeowner W.B. into MMS's Harbor Bank of Maryland account.

H. 8104 Ashford Boulevard, Laurel, MD ("8104 Ashford Boulevard")

H1. In or about January 2006, homeowner D.P. went to MMS's office sought to refinance their existing mortgage on the home at 8104 Ashford Boulevard.

H2. On or about February 17, 2006, **JACKSON** and homeowner D.P. signed a real estate sales contract for 8104 Ashford Boulevard.

H3. On or about February 27, 2006, **JACKSON** signed a URLA, which was submitted to a lender, in order to obtain a mortgage to purchase 8104 Ashford Boulevard, which falsely and fraudulently stated, among other things, **JACKSON**'s employment history, income, assets, and debts, including representations that **JACKSON** had been employed by MMS for 14 years as CEO and earned \$15,000 per month, (b) **JACKSON** owned personal property valued

at \$1,000,000, (c) **JACKSON** earned \$1,100 per month in rental income from 1835 Knoll Drive, and (d) **JACKSON** had multiple credit lines with Credit Company One.

H4. On or about February 27, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement, signed by **JACKSON, BALLESTEROS**, and homeowner D.P., to facilitate the closing of a mortgage in **JACKSON**'s name for 8104 Ashford Boulevard, which (a) failed to disclose that **JACKSON** would not pay any of the mortgage payments due to be paid to the lender; (b) falsely stated that at settlement **JACKSON** would provide \$18,982.48; and (c) failed to disclose that \$54,693.95 in equity proceeds payable to homeowner D.P. would be deposited into F&F's bank account.

H5. On or about February 27, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 8104 Ashford Boulevard, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage in Reston, VA.

H6. On or about February 27, 2006, at the direction of **JACKSON, BALLESTEROS** caused to be prepared, among others, a \$54,693.95 check payable to homeowner D.P. drawn on the escrow account of Title Company One for the equity proceeds from the sale of 8104 Ashford Boulevard.

H7. On or about February 28, 2006, **FORDHAM** deposited the \$54,693.95 check payable to homeowner D.P. into F&F's Chevy Chase Bank account.

H8. On or about June 10, 2006, **FORDHAM** wrote a \$3,039 monthly mortgage payment check, drawn on F&F's bank account, payable to New Century Mortgage Corporation for the mortgage on 8104 Ashford Boulevard in the name of **JACKSON**.

I. 3717 Hill Park Drive, Temple Hills, MD (“3717 Hill Park Drive”)

I1. On or about February 17, 2006, **CHAPMAN** met with homeowner D.F. at MMS and described the MMS “Foreclosure Reversal Program.”

I2. On or about February 23, 2006, **KATISHA FORDHAM** obtained the credit report for straw buyer L.C.

I3. On or about March 2, 2006, straw buyer L.C. and homeowner D.F. signed a real estate sales contract for 3717 Hill Park Drive.

I4. On or about March 6, 2006, **J. MCCALL** notarized the signatures of straw buyer L.C. and homeowner D.F. on a document titled “Contract Addendum.”

I5. On or about March 9, 2006, **J. MCCALL** notarized homeowner D.F.’s signature on a document titled “MMS Monthly Rental Agreement.”

I6. On or about March 13, 2007, **CHAPMAN** obtained an appraisal for 3717 Hill Park Drive in the name of straw buyer L.C.

I7. On or about March 17, 2006, at the direction of **CHAPMAN**, straw buyer L.C. completed, signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 3717 Hill Park Drive, which both falsely and fraudulently stated, among other things, that straw buyer L.C. (a) had been employed by Entertainment With Class for two years as Entertainment Director and earned \$12,493 per month; (b) would bring \$5,750.56 in cash to settlement to facilitate the mortgage loan; and (c) would occupy the home as their primary residence.

I8. On or about March 17, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in straw buyer L.C.'s name for 3717 Hill Park Drive, which (a) failed to disclose that straw buyer L.C. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing; (b) falsely stated that at settlement straw buyer L.C. would provide \$2,469.41; and (c) failed to disclose that \$102,782.90 in equity proceeds payable to homeowner D.F. would be deposited into F&F's bank account, \$40,000 would be wired to RAC Investment Property LLC, and \$20,000 would be wired to homeowner D.F.'s bank account.

I9. On or about March 17, 2006, **BALLESTEROS** and **CHAPMAN** went to 3717 Hill Park Drive and directed homeowner D.F. to sign various settlement documents.

I10. On or about March 17, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 3717 Park Hill Drive, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, Virginia.

I11. On or about March 17, 2006, **BALLESTEROS** caused to be prepared, among others, a \$102,782.90 check payable to homeowner D.F., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 3717 Hill Park Drive.

I12. On or about March 17, 2006, **BALLESTEROS**, at the direction of **CHAPMAN**, caused \$40,000 to be wired to RAC Investment Property LLC and \$20,000 to be wired to homeowner D.F.'s bank account, drawn on the escrow account of Title Company One for the equity proceeds from the sale of 3717 Hill Park Drive.

I13. On or about March 21, 2006, **FORDHAM** deposited the \$102,782.90 check payable to homeowner D.F. into F&F's Harbor Bank of Maryland account.

I14. On or about April 7, 2006, **FORDHAM** wrote a \$10,000 check payable to Straw Buyer L.C. drawn on F&F's Harbor Bank of Maryland account.

I15. On or about May 4, 2006, **JONES** obtained the credit report of homeowner D.F.

J. 6108 Peggyanne Court, Suitland MD ("6108 Peggyanne Court")

J1. On or about March 20, 2006, a MMS employee and straw buyer D.I. completed, signed, and submitted to a lender a URLA to enable straw buyer D.I. to obtain a mortgage to purchase 6108 Peggyanne Court, which falsely and fraudulently stated, among other things, that Straw Buyer D.I. (a) had been employed by F&F for three years as a Senior Financial Analyst and earned \$17,233 per month; (b) would bring \$71,735.80 in cash to settlement to facilitate the loan; and (c) would occupy the property as their primary residence.

J2. On or about March 20, 2006, **BALLESTEROS**, homeowner A.W., and Straw Buyer D.I, signed a HUD-1 settlement statement to facilitate the closing of a mortgage in straw buyer D.I.'s name, which (a) failed to disclose that straw buyer A.W. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing and (b) failed to disclose that \$68,996.75 in equity proceeds payable to homeowner A.W. would be deposited into F&F's bank account.

J3. On or about March 20, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 6108 Peggyanne Court, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

J4. On or about March 20, 2006, **BALLESTEROS** caused to be prepared, among others, a \$68,996.75 check payable to homeowner A.W., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 6108 Peggyanne Court.

J5. On or about March 20, 2006, **BALLESTEROS** received a \$2,123.97 cashier's check payable to Title Company One in the name of straw buyer D.I.

J6. On or about March 22, 2006, **FORDHAM** deposited the \$68,996.75 check payable to homeowner A.W. into F&F's Harbor Bank of Maryland account.

J7. On or about May 10, 2006, **FORDHAM** wrote a \$10,000 check payable to Straw Buyer D.I. drawn on F&F's Harbor Bank of Maryland account.

K. 9418 Midland Turn, Upper Marlboro, MD 20772 ("9418 Midland Turn")

K1. On or about February 24, 2006, straw buyer K.F. signed a real estate sales contract for the purchase 9418 Midland Turn.

K2. On or about March 29, 2006, **BALLESTEROS** faxed a letter from Title Company One's office in Rockville, MD to a title insurance company in Baltimore, MD which falsely and fraudulently stated that straw buyer K.F. had provided a \$19,000 earnest money deposit to Title Company One for the purchase of 9418 Midland Turn.

K3. On or about March 31, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in straw buyer K.F.'s name for 9418 Midland Turn, which (a) failed to disclose that straw buyer K.F. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing; (b) falsely stated that at settlement straw buyer K.F. would provide \$3,995.05; and (c) failed to disclose that \$141,645.35 in equity proceeds payable to homeowner D.W. would be deposited into F&F's bank account.

K4. On or about March 31, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 9418 Midland Turn, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, BNC Mortgage, Inc., in Irvine, CA.

K5. On or about March 31, 2006, **BALLESTEROS** caused to be prepared, among others, a \$141,638.79 check payable to homeowner D.W., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 9418 Midland Turn.

K6. On or about April 4, 2006, **BALLESTEROS** received a \$3,995.05 cashier's check payable to Title Company One in the name of straw buyer K.F.

K7. On or about April 6, 2006, **BALLESTEROS** received a \$22,995.05 cashier's check payable to Title Company One in the name of straw buyer K.F.

K8. On or about April 6, 2006, the \$141,638.79 check payable to homeowner D.W. was deposited into F&F's Harbor Bank of Maryland account.

L. 7340 Clyde Jones Road, Owings, MD ("7340 Clyde Jones Road")

L1. On or about April 5, 2006, homeowners R.B. and M.B. and straw buyer C.V. signed a real estate sales contract for the purchase of 7340 Clyde Jones Road.

L2. On or about May 4, 2006, straw buyer C.V. signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 7340 Clyde Jones Road, which falsely and fraudulently stated, among other things, that straw buyer C.V. (a) had been employed by Prosper Investments LLC for three years as Development Manager and earned \$9,128.90 per month; (b) would provide \$262,220.67 in cash towards the purchase of 7340 Clyde Jones Road; and (c) would occupy the property as their personal residence.

L3. On or about May 5, 2006, **BALLESTEROS** prepared and signed a HUD-1 settlement statement to facilitate the closing of a mortgage in straw buyer C.V.'s name for 7340 Clyde Jones Road, which (a) failed to disclose that straw buyer C.V. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing; (b) falsely stated that at settlement straw buyer C.V. would provide \$3,616.77; and (c) failed to disclose that \$180,939.68 in equity proceeds payable to homeowners R.B. would be deposited into F&F's bank account.

L4. On or about May 5, 2006, **BALLESTEROS**, homeowners R.B., and M.B., and others participated in a real estate settlement for 7340 Clyde Jones Road.

L5. On or about May 5, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 7340 Clyde Jones Road, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, BNC Mortgage, Inc., in Irvine, CA.

L6. On or about May 5, 2006, **BALLESTEROS** caused to be prepared, among others, a \$180,939.68 check payable to homeowners R.B. and M.B., drawn on the escrow account of Title Company One for the equity proceeds from the sale of 7340 Clyde Jones Road.

L7. On or about May 5, 2006, **BALLESTEROS** received a \$3,616.77 cashiers check payable to Title Company One in the name of straw buyer C.V.

L8. On or about May 9, 2006, **FORDHAM** deposited the \$180,939.68 check payable to homeowners R.B. and M.B. into F&F's Harbor Bank of Maryland account.

L9. On or about May 10, 2006, **FORDHAM** wrote a \$10,000 check payable to Straw Buyer C.V. drawn on F&F's Harbor Bank of Maryland account.

M. **7209 Hastings Drive, Capitol Heights, MD (“7209 Hastings Drive”)**

M1. On or about April 27, 2006, homeowner D.A., at the direction of **Co-Conspirator B**, signed a real estate sales contract for the sale of their home at 7209 Hastings Drive.

M2. On or about May 11, 2006, **FORDHAM** wrote a \$10,000 check payable to **Co-Conspirator B** drawn on F&F’s Harbor Bank account.

M3. On or about May 18, 2006, **Co-Conspirator B** signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 7209 Hastings Drive, which falsely and fraudulently stated, among other things, that **Co-Conspirator B** (a) had been employed by MMS for three years as Senior Loan Officer and earned \$14,500 per month and (b) had several credit liabilities with Credit Company One.

M4. On or about May 18, 2006, **J. MCCALL** notarized **Co-Conspirator B**’s signature on a MMS document titled “Investor’s Addendum.”

M5. On or about May 18, 2006, **J. MCCALL** notarized homeowner D.A.’s signature on a MMS “Monthly Rental Agreement.”

M6. On or about May 18, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in **Co-Conspirator B**’s for 7209 Hastings Drive which (a) failed to disclose that **Co-Conspirator B** would not pay any of the mortgage payments due to be paid to the lender; (b) falsely stated that at settlement **Co-Conspirator B** would provide \$16,851.02; and (c) failed to disclose that \$181,598.21 in equity proceeds payable to homeowner D.A. would be deposited into F&F’s bank account.

M7. On or about May 18, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 7209 Hastings Drive, including the false

HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation, in Reston, VA.

M8. On or about May 18, 2006, **BALLESTEROS** received a \$16,851.02 cashier's check payable to Title Company One to facilitate **Co-Conspirator B's** purchase of 7209 Hastings Drive.

M9. On or about May 18, 2006, **BALLESTEROS** wrote a \$181,598.21 check payable to homeowner D.A. drawn on Title Company One's escrow account for the settlement of 7209 Hastings Drive.

M10. On or about May 19, 2006, **FORDHAM** wrote a \$15,000 check payable to homeowner D.A. drawn on F&F's bank account.

M11. On or about May 21, 2006, the \$181,598.21 check was deposited into F&F's Harbor Bank of Maryland account.

M12. On or about August 2, 2006, **JONES** wrote a \$2,739.17 monthly mortgage payment check, drawn on F&F's bank account, payable to New Century Mortgage Corporation for 7209 Hastings Drive in the name of **Co-Conspirator B**.

N. 2352 Woodberry Drive, Bryans Road, MD ("2352 Woodberry Drive")

N1. On or about April 19, 2006, homeowners H.S. and D.S. signed a real estate sales contract for the sale of 2352 Woodberry Drive.

N2. On or about May 2, 2006, straw buyer D.J. signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 2352 Woodberry Drive, which falsely and fraudulently stated, among other things, that straw buyer D.J. (a) had been employed by F&F for three years as Director of Marketing and earned \$9,823.75 per month; (b) would provide \$72,876.84 in cash towards the purchase of 2352 Woodberry Drive; and (c) would occupy the

property as their personal residence.

N3. On or about May 22, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement, signed by **BALLESTEROS**, straw buyer D.J., and homeowners H.S. and D.S., to facilitate the closing of a mortgage in straw buyer D.J.'s name for 2352 Woodberry Drive, which (a) failed to disclose that straw buyer D.J. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing and (b) falsely stated that at settlement straw buyer D.J. would provide \$6,135.58 and homeowners H.S. and D.S. would receive \$49,741.57 .

N4. On or about May 22, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 2352 Woodberry Drive, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

N5. On or about May 22, 2006, **BALLESTEROS** caused to be prepared, among others, a \$55,196.31 check payable to F&F, drawn on the escrow account of Title Company One for the equity proceeds from the sale of 2352 Woodberry Drive.

N6. On or about May 23, 2006, **BALLESTEROS** received a \$6,135 cashier's check payable to Title Company One in the name of straw buyer D.J.

N7. On or about June 6, 2006, **FORDHAM** deposited the \$55,196.31 check payable to F&F into F&F's Bank of America bank account.

N8. On or about June 15, 2006, **JONES** wrote a \$10,000 check payable to straw buyer D.J. drawn on F&F's Chevy Chase Bank account.

O. 10700 Begonia Lane, Bowie, MD (“10700 Begonia Lane”)

O1. On or about June 9, 2006, **KATISHA FORDHAM** and homeowners D.H. and R.H. signed a real estate sales contract in which **KATISHA FORDHAM** agreed to purchase 10700 Begonia Lane from homeowners D.H. and R.H. for \$405,000.

O2. On or about June 12, 2006, **KATISHA FORDHAM** signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 10700 Begonia Lane, which falsely and fraudulently stated, among other things, that **KATISHA FORDHAM** (a) had been employed by CreatDC LLC for three years as Manager and earned \$10,000 per month, (b) had \$100,000 in personal property, and (c) would occupy the property as her personal residence.

O3. On or about July 6, 2006, **BALLESTEROS** prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in **KATISHA FORDHAM**'s name for 10700 Begonia Lane, which (a) failed to disclose that **KATISHA FORDHAM** would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing and (b) falsely stated that at settlement stated that at settlement **KATISHA FORDHAM** would provide \$11,495.62 and homeowners D.H. and R.H. would receive \$99,699.66.

O4. On or about July 6, 2006, **KATISHA FORDHAM** signed and submitted to a lender another URLA in order to obtain a mortgage to purchase 10700 Begonia Lane, which falsely and fraudulently stated, among other things, **KATISHA FORDHAM**'s employment history, income, assets, debts, and intent to occupy the home. Specifically, the URLA reflected (a) that **KATISHA FORDHAM** had been employed by CreatDC for three years as Manager and earned \$8,500 per month and (b) that **KATISHA FORDHAM** would occupy the property as her personal residence.

O5. On or about July 6, 2006, **J. MCCALL** notarized the signatures of homeowners D.H. and R.H. on several documents, including a “Residential House Lease Agreement,” and “Contract Addendum,” and “Residential Real Estate Sale Contract by Owner.”

O6. On or about July 6, 2006, homeowners D.H. and R.H. signed a “Fee Sheet For Foreclosure Reversal Program,” which provided that the \$99,699.66 disbursement from the sale of their home would be split as follows:

- a. Escrow (12 months) - \$40,358.16;
- b. Investor - \$10,000;
- c. Processor - \$2,000;
- d. Closing Costs - \$11,495.62;
- e. F&F - \$20,000;
- f. WBC - \$1,559.40; and
- g. Total to homeowners D.H. and R.H. - \$16,115.88.

O7. On or about July 6, 2006, **BALLESTEROS** caused a UPS package containing real estate settlement documents for the purchase of 10700 Begonia Lane, including the false HUD-1, to be delivered from Title Company One’s office in Rockville, MD to the lender, WestStar Mortgage, Inc., in Woodbridge, VA.

O8. On or about July 7, 2006, **BALLESTEROS** received an \$11,495.62 official check payable to Title Company for **KATISHA FORDHAM**.

O9. On or about July 10, 2006, **BALLESTEROS** caused \$80,583.78 to be wired to F&F’s Chevy Chase bank account and \$16,115.88 to be wired to homeowners D.H.’s bank account from the escrow account of Title Company One for the equity proceeds from the sale of 10700 Begonia Lane.

O10. On or about July 14, 2006, **KATISHA FORDHAM** received a \$16,000 cashier's check paid for with funds from F&F's bank account.

P. 4150 Applegate Court, # 7, Suitland, MD ("4150 Applegate Court #7")

P1. On or about December 4, 2006, straw buyer A.S. signed and submitted to a lender a URLA in order to obtain a mortgage to purchase 4150 Applegate Court #7, which falsely and fraudulently stated, among other things, that straw buyer A.S. would provide \$9,927.16 in cash towards the purchase of 4150 Applegate Court #7.

P2. On or about December 21, 2006, **KATISHA FORDHAM** obtained a credit report for homeowner T.Y.

P3. On or about January 17, 2007, **J. MCCALL** notarized the signature of homeowner T.Y. on documents titled "Assignment of Heirs" and "Fee for Foreclosure Reversal Program."

P4. On or about January 18, 2007, homeowner T.Y. signed a HUD-1 settlement statement to facilitate the closing of a mortgage for 4150 Applegate Court #7 for the sale of 4150 Applegate Court #7, which (a) failed to disclose that straw buyer A.S. would not pay any of the mortgage payments due to be paid to the lender and would not provide funds at closing and (b) falsely stated that at settlement straw buyer A.S. would provide \$19,584.45 and homeowner T.Y. would receive \$103,877.71.

P5. On or about January 18, 2007, at the direction of **JACKSON, Co-Conspirator A** caused \$103,877.71 to be wired to F&F's Chevy Chase bank account from Title Company Two's escrow bank account for the proceeds of the sale of 4150 Applegate Court #7.

18 U.S.C. § 1349

COUNTS TWO THROUGH SIXTEEN

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 21 and 23 through 53 of Count One are incorporated here and constitute a scheme and artifice to defraud homeowners and lenders as described in paragraph 22 of Count One (“the scheme to defraud”).

2. On or about the dates set forth below, in the District of Maryland and elsewhere, the defendants,

**JOY JACKSON,
a/k/a Joy Fordham,
a/k/a Joy Simms,
a/k/a Joy Jones,
JENNIFER MCCALL,
a/k/a Jennifer Jones,
KURT FORDHAM,
CLIFFORD MCCALL,
CHANDRA JONES,
KATISHA FORDHAM,
RONALD CHAPMAN, and
WILBUR BALLESTEROS,**

for the purpose of executing and attempting to execute the scheme to defraud, knowingly caused deliveries by private and commercial interstate carrier according to the directions thereon of a matter or thing, to wit, UPS packages containing real estate settlement documents:

COUNT	DATE	DESCRIPTION
2	March 25, 2005	Settlement documents for 9603 Huxley Drive from Title Company One in Rockville, MD to Argent Mortgage Company White Plains, NY
3	August 30, 2005	Settlement documents for 4801 Fable Street from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA

COUNT	DATE	DESCRIPTION
4	November 30, 2005	Settlement documents for 17111 Livingston Road from Title Company One in Rockville, MD to American Home Loan in Santa Ana, CA
5	December 1, 2005	Settlement documents for 4209 56 th Avenue from Title Company One in Rockville, MD to BNC Mortgage, Inc., in Irvine, CA
6	January 3, 2006	Settlement documents for 7602 Alloway Lane from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
7	February 2, 2006	Settlement documents for 1835 Knoll Drive from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
8	February 6, 2006	Settlement documents for 12203 McCullagh Court from Title Company One in Rockville, MD to BNC Mortgage, Inc., in Irvine, CA
9	February 27, 2006	Settlement documents for 8104 Ashford Boulevard from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
10	March 17, 2006	Settlement documents for 3717 Hill Park Drive from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
11	March 20, 2006	Settlement documents for 6108 Peggyanne Court from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
12	March 31, 2006	Settlement documents for 9418 Midland Turn from Title Company One in Rockville, MD to BNC Mortgage, Inc., in Irvine, CA
13	May 5, 2006	Settlement documents for 7340 Clyde Jones Road from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
14	May 18, 2006	Settlement documents for 7209 Hastings Drive from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA

COUNT	DATE	DESCRIPTION
15	May 22, 2006	Settlement documents for 2352 Woodberry Drive from Title Company One in Rockville, MD to New Century Mortgage Corporation in Reston, VA
16	July 6, 2006	Settlement documents for 10700 Begonia Lane from Title Company One in Rockville, MD to WestStar Mortgage in Woodbridge, VA

18 U.S.C. § 1341

18 U.S.C. § 2

COUNT SEVENTEEN THROUGH TWENTY-FIVE

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 21 and 23 through 53 of Count One are incorporated here.
2. On or about the dates set forth below, in the District of Maryland and elsewhere,

the defendants listed below knowingly engaged and attempted to engage in a monetary transaction in and affecting interstate commerce in criminally derived property that was of a value greater than \$10,000 and was derived from specified unlawful activity (to wit, conspiracy to commit mail fraud and wire fraud, in violation of Title 18, United States Code, Section 1349, and mail fraud, in violation of Title 18, United States Code, Section 1341, as described in Counts One through Sixteen of the Indictment) at the financial institutions and involving the transactions as set forth for in each count:

COUNT	DEFENDANT	MONETARY TRANSACTION	DATE
17	JACKSON FORDHAM	\$62,300 check deposited by JACKSON drawn on F&F's Chevy Chase Bank account 1981	September 13, 2005
18	J. MCCALL C. MCCALL	\$49,100 debit transfer into J. MCCALL 's bank account drawn on F&F's Harbor Bank account	February 13, 2006
19	JACKSON FORDHAM	\$70,000 debit transfer to JACKSON 's bank account from F&F's Harbor Bank account	March 16, 2006
20	JACKSON FORDHAM	\$115,000 check payment from FORDHAM 's Harbor Bank account to Mayflower Renaissance Hotel for benefit of JACKSON and FORDHAM	March 27, 2006
21	JACKSON FORDHAM	\$96,500 debit transfer to FORDHAM 's Harbor Bank account drawn on F&F's Harbor Bank account	March 28, 2006

COUNT	DEFENDANT	MONETARY TRANSACTION	DATE
22	JACKSON FORDHAM	Wire transfer in the amount of \$37,500 from F&F's Harbor Bank account to an entertainment group's JP Morgan bank account for benefit of JACKSON and FORDHAM	April 17, 2006
23	JACKSON FORDHAM	Wire transfer in the amount of \$37,500 from MMS's Chevy Chase Bank account to an entertainment group's JP Morgan bank account for benefit of JACKSON and FORDHAM	June 8, 2006
24	JACKSON FORDHAM JONES	\$100,000 check deposited into JACKSON 's bank account drawn on F&F's Chevy Chase Bank account 1981	August 10, 2006
25	JACKSON FORDHAM	Wire transfer in the amount of \$113,739.87 in settlement proceeds from Title Company Two's M&T Bank account to JACKSON 's bank account	October 13, 2006

18 U.S.C. § 1957(a)

18 U.S.C. § 2

FORFEITURE ALLEGATION (COUNTS ONE THROUGH SIXTEEN)

(Forfeiture of Mail and Wire Fraud Proceeds)

1. Pursuant to Rule 32.2, Fed. R. Crim. P., notice is hereby given to the defendant that the United States will seek forfeiture as part of any sentence in accordance with Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), in the event of the defendants' convictions under Counts One through Sixteen of this Indictment.

2. As a result of the offenses charged in Counts One through Sixteen, the defendants,

**JOY JACKSON,
a/k/a Joy Fordham,
a/k/a Joy Simms,
a/k/a Joy Jones,
JENNIFER MCCALL,
a/k/a Jennifer Jones,
KURT FORDHAM,
CLIFFORD MCCALL,
CHANDRA JONES,
KATISHA FORDHAM,
RONALD CHAPMAN, and
WILBUR BALLESTEROS,**

shall forfeit to the United States any and all property, real or personal, which constitutes or is derived from proceeds traceable to such violations, including \$35,873,150 and all interest and proceeds traceable thereto, which forfeiture amount is based on at least \$35,873,150 being the proceeds of loans that **JOY JACKSON, JENNIFER MCCALL, KURT FORDHAM, CLIFFORD MCCALL, CHANDRA JONES, KATISHA FORDHAM, RONALD CHAPMAN, and WILBUR BALLESTEROS,** fraudulently secured or caused to be secured for the purchase of the properties described in Counts One through Sixteen of the Indictment.

Substitute Assets

4. If, as a result of any act or omission of the defendants, any proceeds subject to forfeiture:

- 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 that cannot be subdivided

without difficulty; it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) to seek forfeiture of any other property of said defendants up to but not exceeding \$35,873,150.

5. The property of the defendants subject to forfeiture shall include but not be limited to the following as substitute assets:

- a. 8228 Dellwood Court, Lanham, MD 20706;
- b. 2401 Kent Village Place, Landover, MD;
- c. 9603 Huxley Drive, Lanham, MD 20706;
- d. 3935 Frisby Street, Baltimore, MD 21218;
- e. 7602 Alloway Lane, Beltsville, MD 20705;
- f. 1835 Knoll Drive, Oxon Hill, MD 20745;
- g. 9800 Huxley Drive, Lanham, MD 20706;
- h. 17111 Livingston Road, Accokeek, MD 20607;
- i. 10700 Begonia Lane, Bowie, MD 20720;
- j. 2007 Toyota Camry, VIN 4T1BE46K87U524232; and

k. 2006 Toyota Camry, VIN 4T1BF30K76U119090;

28 U.S.C. § 2461(c)

18 U.S.C. § 981(a)(1)(C)

21 U.S.C. § 853(p)

Rod J. Rosenstein
United States Attorney

A TRUE BILL:

Foreperson

Date: June ____, 2008