

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

IN THE UNITED STATES DISTRICT COURT **JUN 11 2009**  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION  
DAVID J. MALAND, CLERK  
BY DEPUTY

UNITED STATES OF AMERICA §  
§  
V. §  
§  
MICAIAH PRUITT §

CRIMINAL NO. 4:09CR 91  
(Judge *Sched*)

*Sealed*

**INDICTMENT**

THE UNITED STATES GRAND JURY CHARGES THAT:

**INTRODUCTION**

At all times material to this indictment:

1. The defendant, MICAIAH PRUITT ("PRUITT") controlled bank accounts in the name of Global Map Corp., Global Map Property Group, and MP Renovation Co.
2. Federal Express was an interstate commercial carrier.

**COUNT 1**

Violation: 18 U.S.C. § 1349  
(Conspiracy to Commit Mail Fraud and Wire Fraud)

**A. THE CONSPIRACY**

3. From in or about March, 2005, the exact date being unknown to the Grand Jury, through about October 30, 2006, PRUITT and Reginald Davis ("Davis"), together with others, both known and unknown to the Grand Jury, within the Eastern District of Texas, did knowingly and willfully combine, conspire, confederate and agree together

and with each other to devise a scheme and artifice to defraud and to obtain money and property from mortgage lenders by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme and artifice:

a.) to knowingly and willfully send and deliver a matter and thing by private and interstate commercial carrier, a violation of Title 18, United States Code, Section 1341; and

b) to knowingly and willfully send or cause to be sent a wire transmission in interstate commerce, a violation of Title 18, United States Code, Section 1343.

**B. THE OBJECT OF THE CONSPIRACY AND THE SCHEME AND ARTIFICE**

4. It was the object of the conspiracy and the scheme and artifice that PRUITT and Davis would cause materially false representations to be made to mortgage lenders in order to obtain mortgage loans for Davis to make real estate purchases that would financially benefit PRUITT and Davis.

**C. THE MANNER AND MEANS OF THE CONSPIRACY AND THE SCHEME AND ARTIFICE**

It was a part of the conspiracy and the scheme and artifice that:

THE SUNFLOWER PROPERTY

5. PRUITT found a property at 3941 Sunflower Lane, Plano, Texas, ("Sunflower property") that was advertised as "For Sale By Owner". The Real Estate Investor contacted the seller ("Seller") and offered to sell the property for the Seller, to a

third party, in return for a commission of approximately \$30,500 from the sales proceeds.

6. PRUITT and Davis agreed that Davis would purchase the Sunflower Property. PRUITT agreed to pay Davis a fee for making the purchase. In order to obtain approval of mortgage loans for Davis, PRUITT and Davis would knowingly cause materially false statements to be made to a mortgage lender, America's Wholesale Lender, in applications for mortgage loans to purchase the Sunflower Property. Davis and the Real Estate Investor caused the following material, false information to be submitted in the mortgage loan applications to for the Sunflower Property:

- a. Davis' income was substantially overstated;
- b. that Davis intended to occupy the residence as his primary residence;
- c. that Davis had \$6,500 in a savings account; and
- d. that Davis would be making the down payment for the purchase from funds he had in a checking or savings account.

7. The mortgage loan applications were approved and America's Wholesale Lender funded two loans, totaling approximately \$275,000. Davis attended the closing of the sales transaction and executed the mortgage loan documents. Davis also knowingly executed a document in which he represented that he would occupy the residence as his primary residence, which Davis knew was false.

8. Davis defaulted on the payment of the mortgage loan for the Sunflower property.

THE SAN GABRIEL PROPERTY

9. PRUITT and Davis agreed that Davis would purchase a residence PRUITT owned, which was located at 4315 San Gabriel Dr., Dallas, Texas ("San Gabriel Property") for the price of \$620,000. In order to obtain approval of mortgage loans for Davis to purchase the San Gabriel Property, PRUITT and Davis would knowingly cause materially false statements to be made to a mortgage lender, Long Beach Mortgage, Inc., in applications for mortgage loans to purchase the San Gabriel Property. PRUITT and Davis caused the following material, false information to be submitted in the mortgage loan applications, or in conjunction with the mortgage loan applications, for the San Gabriel Property:

- a. Davis' monthly income was substantially overstated;
- b. that Davis was self employed as an audio engineer;
- c. that Davis had \$38,850 in an account at Hibernia National Bank;
- d. that the property at 3941 Sunflower was leased to a third party and that Davis was receiving rental payments under the lease;
- e. that the source of the downpayment would be money from Davis' checking and/or savings account; and
- f. that Davis intended to occupy the San Gabriel Property as his primary residence.

10. The two purchase money mortgage loans were approved and Long Beach Mortgage funded two loans, totaling approximately \$620,000 to purchase the residence. Davis attended the closing of the sale transaction and executed mortgage loan documents. Davis also knowingly executed a document in which he represented that he would occupy the residence as his primary residence, which PRUITT and Davis knew was false.

11. PRUITT paid Davis approximately \$12,000 for making the real estate purchases.

12. Davis defaulted on the payment of the mortgage loans for the San Gabriel Property.

#### **D. THE OVERT ACTS OF THE CONSPIRACY**

On or about the following dates, in furtherance of the conspiracy, the conspirators committed and caused, among others, the following overt acts:

##### **SUNFLOWER PROPERTY**

13. In or about March 2005, PRUITT and Davis met in Collin County, Texas, within the Eastern District of Texas, to sign documents relating to the sale of the Sunflower Property to Davis.

14. In or about March 2005, PRUITT and Davis caused a fraudulent mortgage loan application to be submitted to America's Wholesale Lender in Plano, Texas, within the Eastern District of Texas, requesting a mortgage loan of \$220,000.

15. In or about March 2005, PRUITT and Davis caused a fraudulent mortgage loan application to be submitted to America's Wholesale Lender in Plano, Texas, within the Eastern District of Texas, requesting a mortgage loan of \$55,000.

16. On or about March 24, 2005 in Plano, Texas, within the Eastern District of Texas, Davis attended the closing on the purchase of the residence at the Sunflower Property and executed loan documents to obtain the mortgage loans for the property.

17. On or about March 24, 2005, PRUITT and Davis caused a wire transfer of \$220,000 to be made from the State of New York to Plano, Texas within the Eastern District of Texas.

18. On or about March 24, 2005, PRUITT and Davis caused a wire transfer of \$55,000 to be made from the State of New York to Plano, Texas within the Eastern District of Texas.

19. On or about March 25, 2005, PRUITT and Davis caused a wire transfer in the amount of \$30,500 to be made from Richmond Title to a Hibernia bank account he controlled.

20. On or about March 28, 2005, at the West Plano Branch of Hibernia Bank, in Collin County, within the Eastern District of Texas, PRUITT purchased a cashier's check for \$11,289.77, made payable to Richmond Title, for payment of closing costs on the Sunflower Property.

21. On or about March 30, 2005, PRUITT and Davis caused documents related to the purchase of the Sunflower Property to be transported, by Federal Express, from the office of Ayers & Flores, L.L.C., in Plano, Texas, within the Eastern District of Texas, to First Franklin Loan Service in Pittsburgh, Pennsylvania.

22. On or about April 14, 2005, PRUITT and Davis caused documents from the closing on the purchase of Sunflower Property to be transported by Federal Express from the office of Ayers & Flores, L.L.C., in Plano, Texas, to Countrywide Mortgage in Plano, Texas, both in Collin County, within the Eastern District of Texas.

23. On or about April 22, 2005, PRUITT and Davis caused the mortgage deed of trust and deed to the Sunflower Property to be transported by Federal Express to the Collin County Clerk's Office, Collin County, Texas, within the Eastern District of Texas.

SAN GABRIEL PROPERTY

24. In or about August 2005, PRUITT and Davis met in Collin County, Texas, within the Eastern District of Texas, to sign documents relating to the sale of the San Gabriel Property to Davis.

25. In or about August 2005, PRUITT and Davis caused a fraudulent mortgage loan application to be submitted to Long Beach Mortgage, Inc., requesting a mortgage loan of \$496,000.

26. In or about August 2005, PRUITT and Davis caused a fraudulent mortgage loan application to be submitted to Long Beach Mortgage, Inc., within the Eastern

District of Texas, requesting a mortgage loan of \$124,000.

27. On or about August 31, 2005, Davis attended the closing on the purchase of the residence at San Gabriel Property and executed loan documents to obtain the mortgage loans for the property.

28. On or about August 31, 2005, a check from Reunion Title to Global Map Properties Group, in the amount of \$87,185.84 was deposited to a bank account controlled by PRUITT.

29. On or about September 6, 2005, at the West Plano Branch of Hibernia Bank, in Collin County, within the Eastern District of Texas, PRUITT purchased a cashier's check for \$11,989, made payable to Davis.

30. On or about September 6, 2005, at the West Plano Branch of Hibernia Bank, in Collin County, within the Eastern District of Texas, Davis negotiated a cashier's check for \$11,989 made payable to Davis.

31. On or about September 6, 2005, Davis received approximately \$12,000 cash from PRUITT at a location in Collin County, Texas, within the Eastern District of Texas.

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

**COUNT 2**

Violation: 18 U.S.C. § 1341  
(Mail Fraud)

The Grand Jury realleges the allegations contained in Count 1 of this Superseding

Indictment, and further alleges that:

32. Having devised the scheme and artifice described in paragraphs 5 through 13 of Count 1, on or about March 30, 2005, for the purpose of executing the scheme and artifice, PRUITT, aided and abetted by Davis, knowingly and willfully caused documents related to the purchase of the Sunflower Property to be transported by Federal Express from the office of Ayers & Flores, in Plano, Texas, within the Eastern District of Texas, to First Franklin Loan Service in Pittsburgh Pennsylvania.

All in violation of Title 18, United States Code, Section 1341.

**COUNT 3**

Violation: 18 U.S.C. § 1341  
(Mail Fraud)

The Grand Jury realleges the allegations contained in Count 1 of this Indictment, and further alleges that:

33. Having devised the scheme and artifice described in paragraphs 5 through 12 of Count 1, on or about April 4, 2005, for the purpose of executing the scheme and artifice, PRUITT, aided and abetted by Davis, knowingly and willfully caused documents related to the closing of the purchase of the Sunflower Property to be transported by Federal Express from the office of Ayers & Flores, in Plano, Texas, to Countrywide Mortgage, both in Plano, Texas, within the Eastern District of Texas.

All in violation of Title 18 United States Code, Section 1341.

**COUNT 4**

Violation: 18 U.S.C. § 1341  
(Mail Fraud)

The Grand Jury realleges the allegations contained in Count 1 of this Indictment, and further alleges that:

34. Having devised the scheme and artifice described in paragraphs 5 through 12 of Count 1, on or about April 22, 2005, for the purpose of executing the scheme and artifice, PRUITT, aided and abetted by Davis, knowingly and willfully caused a deed of trust and the deed to the Sunflower Property to be transported by Federal Express from the office of Ayers & Flores to the Collin County Clerk's Office, within Collin County, Texas, within the Eastern District of Texas.

All in violation of Title 18, United States Code, Section 1341.

**COUNT 5**

Violation: 18 U.S.C. § 1343  
(Wire Fraud)

The Grand Jury realleges the allegations contained in Count 1 of the Indictment, and further alleges that:

35. Having devised the scheme and artifice described in paragraphs 5 through 12 of Count 1, on or about March 24, 2005, PRUITT, aided and abetted by Davis, for the purpose of executing the scheme and artifice, knowingly and willfully caused a wire transmission to be sent and transmitted in interstate commerce, to wit: the sum of

\$220,000, to fund a loan to purchase the Sun Flower Property which was sent from Bank of New York in the State of New York to Bank of America in Plano, Texas, within the Eastern District of Texas.

All in violation of Title 18, United States Code, Section 1343.

**COUNT 6**

Violation: 18 U.S.C. § 1343  
(Wire Fraud)

The Grand Jury realleges the allegations contained in Count 1 of the Superseding Indictment, and further alleges that:

36. Having devised the scheme and artifice described in paragraphs 5 through 12 of Count 1, on or about March 24, 2005, within the Eastern District of Texas, PRUITT, aided and abetted by Davis, for the purpose of executing the scheme and artifice, knowingly and willfully caused a wire transmission to be sent and transmitted in interstate commerce, to wit: the sum of \$55,000 to fund the purchase of the San Flower Property, which was sent from Bank of New York in the State of New York to Bank of America in Plano, Texas, within the Eastern District of Texas.

All in violation of Title 18, United States Code, Section 1343.

**COUNT 7**

Violation: 18 U.S.C. § 1349  
(Conspiracy to Commit Mail Fraud)

**A. THE CONSPIRACY**

37. From in or about September, 2005, the exact date being unknown to the Grand Jury, through on or about January 31, 2006, the defendant, PRUITT, together with Jeanelle Richardson ("Richardson"), and others, both known and unknown to the Grand Jury, within the Eastern District of Texas, did knowingly and willingly combine, conspire, confederate and agree together and with each other to devise a scheme and artifice to defraud and to obtain money and property from mortgage companies by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme and artifice, to knowingly send and deliver a matter and thing by private and interstate commercial carrier, a violation of Title 18, United States Code, Section 1341.

**B. THE OBJECT OF THE CONSPIRACY AND THE SCHEME AND ARTIFICE**

38. It was the object of the conspiracy and the scheme and artifice that PRUITT and Richardson would cause materially false representations to be made to mortgage lenders in order to obtain mortgage loans for Richardson to make real estate purchases that would financially benefit PRUITT and Richardson.

**C. THE MANNER AND MEANS OF THE CONSPIRACY**

It was a part of the conspiracy and the scheme and artifice that:

39. PRUITT brokered the sales of residential real estate, which real estate was being sold by third parties, and in some cases being sold by himself.

40. With the use of third party sellers, PRUITT would find residential properties that were advertised as "For Sale By Owner". PRUITT would contact the sellers ("Sellers") and offer to sell the property for them, to a third party, for a price that was substantially above the Sellers' sales price. In return for the service, PRUITT would tell the Sellers that he wanted to keep the amount that was the difference between the Sellers' original asking price and the final, increased sales price that he would obtain for the property.

41. PRUITT and Richardson would agree that Richardson would purchase the residences referred to in paragraph three. PRUITT would pay Richardson a fee for purchasing the residences. In order to obtain approval of a mortgage loan for Richardson, PRUITT and Richardson would knowingly cause materially false statements to be made to a mortgage company in a mortgage loan application. PRUITT and Richardson would cause all or some of the following false information to be submitted in the mortgage loan application:

- a. Richardson's income would be overstated;
- b. Richardson's employment would be misrepresented; Richardson's employment would be reflected either as a self-employed owner of a software firm, or as employed by Global MAP Corp.;

- c. A false and/or forged letter from an accountant would be submitted verifying the existence of the Richardson's business;
- d. Richardson's bank account balance would be overstated in that PRUITT would: 1) temporarily deposit money into Richardson's bank account to make it appear Richardson had more liquid funds than what she really had on deposit, and/or 2) PRUITT's account number was falsely represented on the verification of deposit form as the account number of Richardson;
- e. Richardson would represent that she intended to occupy the residence as her primary residence; and
- f. In cases in which Richardson owned more than one residence, that fact was either: 1) not disclosed on the loan application when responding to the request that the applicant disclose all real estate that he/she owned, or 2) a false lease agreement was created to falsely represent that the additional residence was leased and Richardson was receiving rental income from the lease.

42. Richardson would attend the closing of the sales transaction and execute the mortgage loan documents. Richardson would also knowingly execute a document in which Richardson represented that she would occupy the residence as her primary residence, which Richardson knew was false. In some instances, the mortgage documents

for the closing would be sent by an interstate commercial carrier from the closing to the mortgage company.

43. Richardson defaulted on the mortgage payments shortly after purchasing the residences.

#### **D. THE OVERT ACTS OF THE CONSPIRACY**

On or about the following dates, in furtherance of the conspiracy, the conspirators committed and caused, among others, the following overt acts:

##### PINEHURST PROPERTY

44. In or about September 2005, PRUITT recruited Richardson to be a buyer for a residence at 5 Pinehurst in Frisco, Texas, ("Pinehurst Property") for a price of \$634,777.00.

45. In or about September 2005, PRUITT and Richardson met in Collin County, Texas, within the Eastern District of Texas, to sign papers for the purchase of the Pinehurst Property.

46. In or about September 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to Long Beach Mortgage, within the Eastern District of Texas, requesting a mortgage loan of \$507,821 to purchase the Pinehurst Property.

47. In or about September 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to Long Beach Mortgage, within the Eastern

District of Texas, requesting a mortgage loan of \$126,955 to purchase the Pinehurst Property.

48. On or about September 19, 2005, Richardson attended the closing on the purchase of the Pinehurst Property, and executed loan documents to obtain the mortgage loans for the property.

49. On or about September 19, 2005, within the Eastern District of Texas, PRUITT caused a cashier's check in the amount of \$8,618 to be purchased at the West Plano Branch of Hibernia Bank.

50. On or about September 19, 2005, Richardson paid closing costs using the cashier's check in the amount of \$8,618 that had been purchased the same date by PRUITT at the West Plano Branch of Hibernia Bank.

51. On or about September 20, 2005, a check from Texas Title to Global Map Corp, in the amount of \$184,777 was deposited to a bank account controlled by PRUITT.

52. On or about September 27, 2005, at the Stonebriar Branch of Hibernia Bank, within the Eastern District of Texas, a \$10,000 cashier's check was purchased by PRUITT and made payable to Richardson.

53. On or about September 28, 2005, Richardson negotiated the \$10,000 cashier's check received from PRUITT.

#### HVERFORD PROPERTY

54. In or about October 2005, PRUITT recruited Richardson to be a buyer for a residence at 4679 Haverford, Frisco, Texas, ("Haverford Property") for a price of

\$625,000.00.

55. In or about October 2005, PRUITT and Richardson met in Collin County, Texas, within the Eastern District of Texas, to sign papers relating to the purchase of the Haverford Property.

56. On or about October 21, 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to IndyMac FSB, requesting a mortgage loan of \$500,000 to purchase the Haverford Property.

57. On or about October 21, 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to IndyMac FSB, requesting a mortgage loan of \$125,000 to purchase the Haverford Property.

58. On or about October 21, 2005, Richardson attended the closing on the purchase of the Haverford Property, and executed loan documents to obtain the mortgage loans for the property.

59. On or about October 21, 2005, PRUITT caused a check in the amount of \$155,688.63 from Reunion Title to be deposited to a Hibernia bank account he controlled.

60. On or about October 23, 2005, Richardson and the Real Estate Investor caused the payoff funds and release form to the Haverford Property to be transported by Federal Express from Reunion Title, Garland, Texas, to the Seller's lender, Aegis Mortgage Corporation in Houston, Texas.

61. On or about November 1, 2005, at the Spring Creek Branch of Hibernia Bank, within the Eastern District of Texas, a \$10,000 cashier's check was purchased by

PRUITT and made payable to Richardson .

62. On or about November 1, 2005, Richardson negotiated the \$10,000 cashier's check received from PRUITT.

HIGH POINT PROPERTY

63. In or about November 2005, PRUITT recruited Richardson to be a Buyer for a residence at 426 High Point, Murphy, Texas, ("High Point Property") for a price of \$598,500.00.

64. In or about November 2005, PRUITT and Richardson met in Collin County, Texas, within the Eastern District of Texas, to sign documents relating to the purchase of the High Point Property.

65. On or about November 8, 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to BNC Mortgage, Inc., requesting a mortgage loan of \$478,800.

66. On or about November 8, 2005, PRUITT and Richardson caused a fraudulent mortgage loan application to be submitted to BNC Mortgage, Inc., requesting a mortgage loan of \$119,700.

67. On or about November 8, 2005, Richardson attended the closing on the purchase of the residence at High Point Property and executed loan documents to obtain the mortgage loans for the property.

68. On or about November 9, 2005, PRUITT and Richardson caused the lender generated closing documents from the purchase of the High Point Property to be

transported from a location Reunion Title in Garland Texas, by Federal Express to BNC Mortgage Inc, in Corona, California.

69. On or about November 8, 2005, PRUITT caused a wire transfer, in the amount of \$353,244.15, to be made by Richmond Title to a Hibernia bank account he controlled.

70. On or about November 14, 2005, PRUITT executed a \$19,500 transfer of funds from one of his accounts to an account held by Richardson at the Stonebriar Branch of Hibernia Bank, within the Eastern District of Texas.

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

#### **COUNT 8**

Violation: 18 U.S.C. § 1957  
(Money Laundering)

The Grand Jury realleges the allegations contained in Counts 1, 2, 3, 4, 5 and 6 of this Indictment, and further alleges that:

71. On or about March 24, 2005, within the Eastern District of Texas, PRUITT knowingly engaged in, and attempted to engage in, a monetary transaction in criminally derived property of a value greater than \$10,000, which property was derived from a specified unlawful activity, specifically, a violation of Title 18, United States Code, Sections 1341 and 1343 in that PRUITT deposited \$30,500 into a bank account that he controlled at Hibernia National Bank, which funds were proceeds of the loan made to Davis to purchase the Sunflower Property.

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

**NOTICE OF INTENT TO SEEK CRIMINAL FORFEITURE**

**Pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982  
and 28 U.S.C. § 2461**

As the result of committing one or more of the offenses alleged in Counts One through Eight of this Indictment, Defendant shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(2) and 28 U.S.C. § 2461 property included but not limited to the following:

**Cash Proceeds**

Approximately \$ 645,011.00 in United States currency and all interest and proceeds traceable thereto, in that such sum in aggregate is property constituting, or derived from, proceeds obtained directly or indirectly, as the result of the foregoing offenses alleged in this Indictment.

**Substitute Assets**

If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant -

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with a third person;
- (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 subdivided without difficulty;

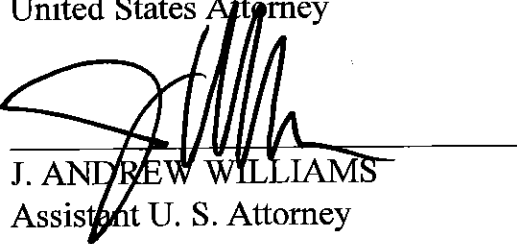
it is the intent of the United States, pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982 and 28 U.S.C. § 2461, to seek forfeiture of any other property of Defendant up to the value of the above forfeitable property, including but not limited to all property, both real and personal owned by Defendant.

By virtue of the commission of the offenses alleged in this Indictment, any and all interest the Defendants have in the above-described property is vested in the United States and is hereby forfeited to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982 and 28 U.S.C. § 2461.

A TRUE BILL

  
\_\_\_\_\_  
Foreperson of the Grand Jury

JOHN M. BALES  
United States Attorney

  
\_\_\_\_\_  
J. ANDREW WILLIAMS  
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

UNITED STATES OF AMERICA       §  
  §  
V.                                   §       CRIMINAL NO. 4:09CR  
  §       (Judge Crone)  
MICAIAH PRUITT                 §

**NOTICE OF PENALTY**

**COUNT 1**

**Violation:**           18 U.S.C. § 1349  
(Conspiracy to Commit Mail Fraud and Wire Fraud)

**Penalty:**            A fine of not more than \$250,000, and/or  
imprisonment for not more than 20 years, and a  
term of Supervised Release for not  
more than 3 years.

**Special Assessment:**       \$100.00

**COUNT 2**

**Violation:**           18 U.S.C. § 1341  
(Mail Fraud)

**Penalty:**            A fine of not more than \$250,000, and/or  
imprisonment for not more than 20 years, and  
a term of Supervised Release for not  
more than 3 years.

**Special Assessment:**       \$100.00

**COUNT 3**

**Violation:** 18 U.S.C. § 1341  
(Mail Fraud)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 20 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00

**COUNT 4**

**Violation:** 18 U.S.C. § 1341  
(Mail Fraud)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 20 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00

**COUNT 5**

**Violation:** 18 U.S.C. § 1343  
(Wire Fraud)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 20 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00

**COUNT 6**

**Violation:** 18 U.S.C. § 1343  
(Wire Fraud)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 20 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00

**COUNT 7**

**Violation:** 18 U.S.C. § 1349  
(Conspiracy to Commit Mail Fraud)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 20 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00

**COUNT 8**

**Violation:** 18 U.S.C. § 1957  
(Money Laundering)

**Penalty:** A fine of not more than \$250,000, and/or imprisonment for not more than 10 years, and a term of Supervised Release for not more than 3 years.

**Special Assessment:** \$100.00