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EASTERN DISTRICT OF CALIFORNIA

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1 BENJAMIN B. WAGNER  
United States Attorney  
2 AUDREY B. HEMESATH  
Assistant United States Attorney  
3 501 I Street, Suite 10-100  
Sacramento, CA 95814  
4 Telephone: (916) 554-2700

**SEALED**

5 Attorneys for Plaintiff  
6 United States of America

7  
8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,  
11 Plaintiff,  
12 v.  
13 JOHN MICHAEL DICHARA,  
14 JAMES CHRISTOPHER CASTLE,  
15 REMUS ALAN KIRKPATRICK,  
16 LAURA MARIE PEZZI,  
17 GEORGE B. LARSEN,  
18 LARRY TODT, and  
19 MICHAEL ROMANO,  
20 Defendants.

CASE NO. 2:15 - CR - 0190 GEB  
VIOLATIONS: 18 U.S.C. § 371 – Conspiracy;  
18 U.S.C. § 493 - Bonds and Obligations of Certain  
Lending Agencies (15 Counts); 18 U.S.C. § 1344(1) -  
Bank Fraud (23 Counts); 18 U.S.C. § 1957 –  
Monetary Transactions in Criminally Derived  
Property (3 Counts); and 18 U.S.C. §§ 982(a)(1),  
982(a)(2)(A), 18.U.S.C. § 492 and 28 U.S.C. §  
2461(c) – Criminal Forfeiture

21 INDICTMENT

22 COUNT ONE: [18 U.S.C. § 371 – Conspiracy]

23 The Grand Jury charges:

24 JOHN MICHAEL DICHARA,  
25 JAMES CHRISTOPHER CASTLE,  
26 REMUS ALAN KIRKPATRICK,  
27 LAURA MARIE PEZZI,  
28 GEORGE B. LARSEN,  
LARRY TODT, and  
MICHAEL ROMANO,

defendants herein, as follows:

I. INTRODUCTION

At all times relevant to this indictment:

1. The following entities were financial institutions as defined in Title 18 United States Code, Section 20: Countrywide, Washington Mutual, Fidelity Home Mortgage Company, America's Broker Conduit, M&T Mortgage Corporation, First Choice Funding, Wells Fargo (formerly known as World Savings Bank), HSBC Bank, World Savings Bank, Greenpoint Mortgage Funding, Valley Vista Mortgage, SCME Mortgage Bankers, Meridias Capital, Aegis Wholesale, JP Morgan Chase, Guild Mortgage, America's Wholesale Lender, United Pacific Mortgage, Wachovia Mortgage FSB, Paul Financial LLC, United Capital Funding Inc., FNMA/Freddie, Bank of America, Provident, Duxford Financial, OneWest Bank, IndyMac Bank, Deutsche Bank, Bank of NY Mellon, Aurora Loan Services, Quality Loan Service, Aldea Homes Inc., Nationstar Mortgage, Fannie Mae, US Bank, Ally Bank, RBS Citizens, Charter One Bank, Citibank, GMAC, Encore Credit, Liberty American Mortgage, PNC Bank (collectively "financial institutions").

2. The defendant JOHN MICHAEL DICHIARA resided in Nevada County, in the State and Eastern District of California.

3. DICHIARA named himself the archbishop of Shon-te-East-a, Walks With Spirit ("Shon-te-East"), a registered Utah corporation, with a business address at 228 Commercial Street #464 in Nevada City, California and elsewhere. DICHIARA claimed that, as archbishop, he helped individuals spiritually by alleviating them from personal debt, namely, their mortgage loans.

4. DICHIARA was also the self-named archbishop of the Pillow Foundation, a registered Utah corporation, with a business address in Reno, Nevada. Both Shon-te-East and Pillow Foundation claimed to be tax exempt religious organizations under Section 508 of Title 26 of the United States Code (i.e., the Internal Revenue Code). Neither Shon-te-East nor Pillow Foundation had a physical worship location.

5. DICHIARA was the signatory on a Wells Fargo bank account located in the State and Eastern District of California, under the name God's Will Ministries Through Jesus Christ. DICHIARA used this account to receive proceeds of the conspiracy. DICHIARA was the signatory on a Bank of America bank account located in the State and Eastern District of California, under the name Penn

1 Valley, also used to receive proceeds of the conspiracy.

2 6. The defendant JAMES CHRISTOPHER CASTLE was a co-owner of CCTT Group, an  
3 unincorporated company dedicated to the “administrative default process” or “mortgage elimination  
4 program.”

5 7. CCTT Group maintained a bank account, named CCTT Legal, at Bank of America in  
6 South Lake Tahoe, California, in the State and Eastern District of California, for which CASTLE was a  
7 signatory. CASTLE used this account to receive and disburse funds in furtherance of conspiracy.

8 8. CASTLE was also the owner of Oreplex International, LLC, held out as a private lending  
9 company. Oreplex maintained a bank account at Bank of America, for which CASTLE was a signatory.  
10 CASTLE used this account to receive and disburse funds in furtherance of the conspiracy.

11 9. CASTLE was also a co-owner of CJT Financial Group, also held out as a private lending  
12 company. CJT Financial Group maintained a bank account at Bank of America, located in South Lake  
13 Tahoe, in the State and Eastern District of California, for which CASTLE was a signatory. CASTLE  
14 used this account to receive and disburse funds in furtherance of the conspiracy.

15 10. The defendant REMUS ALAN KIRKPATRICK was the owner of Golden Hills Trust,  
16 held out as a private lending company. Golden Hills Trust maintained a business bank account at Bank  
17 of America, in the State and Eastern District of California, for which KIRKPATRICK was a signatory.  
18 KIRKPATRICK used this account to receive and disburse funds in furtherance of the conspiracy.  
19 Golden Hills Trust also maintained a bank account at Wells Fargo Bank, for which KIRKPATRICK was  
20 a signatory. KIRKPATRICK used this account to receive and disburse funds in furtherance of the  
21 conspiracy.

22 11. The defendant LAURA MARIE PEZZI was a resident of the State and Eastern District of  
23 California. PEZZI sold her own house through the “mortgage elimination program,” and then began to  
24 work out of her home as an administrator for KIRKPATRICK, managing the documents and document  
25 templates used in furtherance of the conspiracy.

26 12. The defendant GEORGE B. LARSEN was the owner of GJZ Group, held out as a private  
27 lender. GJZ Group maintained a bank account at Bank of America, for which Larsen was a signatory.  
28 Larsen used this account to receive and disburse funds in furtherance of the conspiracy.

1 13. The defendant LARRY TODT was the owner of Envirotech Systems, LLC, held out as a  
2 private lending company. Envirotech Systems maintained a bank account at Bank of America, for  
3 which TODT was a signatory. TODT used this account to receive and disburse funds in furtherance of  
4 the conspiracy.

5 14. The defendant MICHAEL ROMANO was the holder of an expired real estate broker's  
6 license with the California Department of Real Estate. He recruited homeowners into the "mortgage  
7 elimination program" and attempted to put his own residence through the program.

8 **II. THE CONSPIRACY**

9 15. Beginning on or about April 22, 2010, and continuing through at least on or about  
10 November 18, 2011, in the State and Eastern District of California and elsewhere, the defendants did  
11 knowingly combine, conspire and agree with each other, and with others known and unknown to the  
12 Grand Jury, to commit offenses against the United States of America, that is the false making of lending  
13 association writings, in violation of Title 18, United States Code, Section 493, and bank fraud, in  
14 violation of Title 18, United States Code Section 1344(1).

15 **III. MANNER AND MEANS**

16 The manner and means of the conspiracy included the following:

17 16. The defendants attempted to and did perpetrate a scheme through an "administrative  
18 default procedure" or "mortgage elimination program" in which they recruited distressed homeowners  
19 with the promise of relief from foreclosure and the protection of a spiritual or charitable organization.  
20 The defendants recorded or caused to be recorded sham deeds of trust on the properties toward the end  
21 of deceiving escrow agents into paying defendants as the primary lienholders. The defendants caused to  
22 be falsely made and recorded deeds of reconveyance from mortgage lenders, incorrectly indicating that  
23 the homeowner's mortgage loan had been repaid. Defendants then caused the properties to be short-  
24 sold. The defendants sought to and did enrich themselves by receipt of the short sale proceeds.

25 17. Between in or about April 2010 and in or about November 2011, defendants worked to  
26 identify distressed homeowners who fit a certain profile: property value less than the amount owed to  
27 the mortgage lender, and in danger of foreclosure, but foreclosure not quite imminent.

28 18. A key component of the scheme was that homeowners were not given the option of

1 remaining in their homes. The defendants required that each homeowner agree to sell the home to  
2 participate in their fraudulent “mortgage elimination program.”

3 19. Homeowners were recruited at seminars held in Roseville, California; Petaluma,  
4 California; and elsewhere, in which CASTLE and DICHIARA explained the “administrative default  
5 procedure” or “mortgage elimination program.” DICHIARA was introduced as the archbishop of the  
6 Shon-te-East church. CASTLE presented the mechanics of the “mortgage elimination program.”

7 20. ROMANO and others known and unknown to the Grand Jury also recruited homeowners  
8 via word-of-mouth.

9 21. Homeowners were enticed with the promise of three things: an opportunity to avoid  
10 foreclosure and the resulting negative impact on their credit; a possible tax write-off when the home was  
11 ostensibly donated to the church; and some percentage of the sales proceeds, typically 20% of the short  
12 sale profit.

13 22. Homeowners committing to the program typically signed a contract with the individual  
14 who recruited them into the program and CASTLE. Homeowners also typically signed a membership  
15 application into the Shon-te-East church or the Pillow Foundation, among other documents.

16 23. DICHIARA and others typically required the homeowners to assign or convey their  
17 homes to Shon-te-East or the Pillow Foundation. This assignment gave the homeowners the impression  
18 they were making a charitable donation to a religious organization, toward the possible end of taking a  
19 tax deduction. The assignment also gave the defendants the assurance that once the defendants had  
20 fraudulently filed documents to purport to eliminate the preexisting lien(s) on the house, the homeowner  
21 would not sell the house to a third party and keep the proceeds. In some instances, the homeowners  
22 actually recorded a quitclaim deed (or equivalent document, depending on jurisdiction), deeding their  
23 interest in the house to Shon-te-East or Pillow Foundation. In other instances, the defendants simply  
24 maintained a copy of a notarized, fully executed assignment, the purpose of which was to give the  
25 homeowners the impression that Shon-te-East or Pillow Foundation now held the property. In certain  
26 instances, certain defendants also gave homeowners the misimpression that the quitclaim or assignment  
27 transferred to Shon-te-East or Pillow Foundation legal responsibility over the mortgage(s) on the  
28 property. In reality, responsibility to repay the loan(s) to the financial institution(s) remained with the

1 homeowners at all times.

2 24. In some instances, certain defendants directed homeowners to cease any payments to the  
3 financial institution(s) once the homeowners were enrolled in the program.

4 25. DICHIARA, TODT, and others known and unknown to the Grand Jury then caused  
5 correspondence to be sent to the financial institution holding the mortgage. This correspondence was  
6 typically titled "Notice of Right to Cancel," "Notice of Revocation of Power of Attorney," and "Notice  
7 of Removal." The correspondence generally purported to challenge the validity of the home loan.  
8 Certain co-conspirators known and unknown to the Grand Jury notarized this correspondence, and  
9 certified that it was sent to the financial institutions via U.S. mail.

10 26. In many instances, the financial institution holding the mortgage would reply, indicating  
11 that the correspondence had been received, reviewed, and the financial institution had determined that  
12 the loan was still valid, and the homeowner continued to be required to make monthly mortgage  
13 payments.

14 27. Regardless of the content of the reply by the financial institution, DICHIARA in many  
15 instances created a "3rd Party Verified Affidavit of Nonresponse," claiming that the response of the  
16 financial institution was somehow unsatisfactory and there was some consequence thereto.

17 28. Certain defendants then caused the creation and recording of a sham lien on the property.  
18 They identified a fictitious lender— typically CCTT, Golden Hills Trust, Envirotech, or GJZ—as the  
19 new lender on the property. They selected an arbitrary amount to fill in for the bogus new loan, always  
20 higher than the original, real loan amount, to give the illusion that the property had been refinanced. But  
21 in fact, the bogus lien did not secure any real loan and the homeowners understood that they owed no  
22 money to the fictitious lenders. Certain defendants caused the recording of the fraudulent deeds of trust  
23 reflecting these bogus liens at the office of the county recorder.

24 29. Certain defendants were then responsible for the fraudulent reconveyance of the property  
25 from the financial institution(s) that actually held the mortgage. As part of the conspiracy, PEZZI and  
26 others created a fraudulent deed of reconveyance (or equivalent document, depending on jurisdiction).  
27 This document purported to extinguish the real lending institution's security interest in the subject  
28 property. PEZZI, LARSEN, TODT, and others known and unknown to the Grand Jury identified a real,

1 trusted person to sign the fraudulent deed of reconveyance as if the trusted person was an authorized  
2 representative of the financial institution that actually held the mortgage. The fraudulent deeds of  
3 reconveyance were then recorded at the county recorder's office. The fraudulent deeds were sent to the  
4 purported beneficiary of the reconveyance from the recorder's office via U.S. mail.

5 30. The financial institutions were unaware that the fraudulent deeds of reconveyance had  
6 been recorded, because the mailing notification in most instances went directly to the homeowner. In  
7 addition, on some occasions, homeowners were instructed to or required to sign a confidentiality  
8 agreement, keeping secret the mechanics of the "mortgage elimination program."

9 31. In many instances, the financial institution(s) that actually held the mortgage recorded a  
10 notice of default, marking the beginning of the foreclosure process.

11 32. In many instances, certain defendants, made aware of the issuance of a notice of default,  
12 caused to be recorded a fraudulent Notice of Rescission of Notice of Default. As with the fraudulent  
13 deeds of reconveyance, the notices of rescission of default were signed by real persons known to the  
14 defendants who purported to be "authorized representatives" of the financial institution(s) that were  
15 actually in the process of foreclosing on the home. These notices of rescission were recorded and  
16 typically sent to the homeowner via U.S. mail. PEZZI maintained copies of the notices in her property  
17 files.

18 33. Certain defendants then located or caused others to locate buyers for the homes. In most  
19 instances, they looked for buyers who were able to purchase with cash, speeding the sale and reducing  
20 the scrutiny of the sale by another lender.

21 34. Once in escrow, certain defendants, holding themselves out as CCTT, GJZ, Envirotech,  
22 Golden Hills Trust, and other fictitious lenders, acted as the lender who was purportedly still owed  
23 money, and typically sent to the escrow agent a demand letter approving the short sale of the property.  
24 The fictitious lender approved a short sale amount that was typically just a fraction of the bogus loan  
25 amount stated in the fraudulent deed of trust recorded just a few months earlier.

26 35. The result of the recorded fraudulent deeds of trust, fraudulent deeds of reconveyance,  
27 and fraudulent notices of rescission of notice of default was to deceive the escrow agent and to make it  
28 appear as though CCTT, GJZ Trust, Envirotech, Golden Hills Trust, and other fictitious lenders were the

1 primary lienholders on the property and the legitimate lenders had no valid security interest in the  
2 property and did not need to be paid at closing. Escrow agents therefore caused payments to CCTT,  
3 GJZ Trust, Envirotech, Golden Hills Trust, and other fictitious lenders as part of these closings.

4 36. KIRKPATRICK, CASTLE, and LARSEN and others known and unknown to the Grand  
5 Jury received funds from the short-sale closings as the fictitious lender.

6 37. KIRKPATRICK, TODT, DICHIARA, LARSEN and others then divided the sales  
7 proceeds by distributing a share to each individual due a percentage per prior agreement with the  
8 homeowner and others known and unknown to the Grand Jury.

9 38. The defendants employed different variations of the "mortgage remedy program." On at  
10 least one occasion, the homeowner quitclaimed the property to Shon-te-East, and DICHIARA then sold  
11 the property in the short sale. On other occasions, Shon-te-East or Pillow Foundation quitclaimed the  
12 property back to the homeowner, and the homeowner then sold the property at the direction of the  
13 defendants. On other occasions, the assignment to Shon-te-East or Pillow Foundation was not recorded,  
14 and the homeowner sold the property in the short sale arranged by certain defendants. On other  
15 occasions, certain defendants caused the transfer of the property interest of the homeowners into family  
16 trusts, with DICHIARA and others known and unknown to the Grand Jury as trustee. But every time,  
17 the scheme was executed by using a fraudulent deed of reconveyance that purported to extinguish the  
18 real lender's security interest in the real property.

19 39. The real liens on the property by the financial institutions were never satisfied by the  
20 fraudulent short sale of the home. In many instances, the financial institutions continued the foreclosure  
21 process. In many instances, the buyers of the homes became aware of the clouded title to the home for  
22 the first time when the financial institutions attempted to foreclose on the properties after the fraudulent  
23 short sale.

24 40. In all, the defendants sold approximately 37 properties in furtherance of the conspiracy.  
25 The sale proceeds totaled in excess of \$8 million. They put an additional approximately 97 properties  
26 through some phase of the "mortgage elimination program," toward the end of eventual sale. The stages  
27 of completion ranged from simply filling out Shon-te-East or Pillow Foundation membership  
28 documents, to the recording of one or more of the essential fraud documents (deed of trust, deed of



1 reconveyance, notice of rescission of default), to the seeking of a buyer in the short sale. The legitimate  
2 loans the defendants sought to fraudulently extinguish totaled in excess of \$60 million.

3 **IV. OVERT ACTS**

4 In furtherance of the conspiracy and to accomplish its objects, the defendants, and others known  
5 and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among  
6 others, within the Eastern District of California and elsewhere:

7 **A. 319 Marsalla Drive, Folsom, California**

8 41. In or about October 2010, PEZZI told Homeowner One, the owner of 319 Marsalla  
9 Drive, Folsom, California, located in the State and Eastern District of California, that through the  
10 “mortgage remedy process,” Homeowner One’s mortgage lender would be removed from title, and then  
11 the house would be sold.

12 42. On or about December 12, 2010, CASTLE and PEZZI signed a contract with  
13 Homeowner One, agreeing to the terms of the arrangement. On or about December 29, 2010,  
14 DICHIARA caused Homeowner One to submit a membership application to the Pillow Foundation.

15 43. On or about December 22, 2010, KIRKPATRICK, CASTLE, DICHIARA and PEZZI  
16 caused a bogus Deed of Trust to be recorded at the Sacramento County Recorder’s Office, in the State  
17 and Eastern District of California, falsely indicating that lender Golden Hills Trust loaned Homeowner  
18 One \$325,000, secured against the Marsalla Drive property. Homeowner One did not actually owe  
19 Golden Hills Trust \$325,000. The loan indicated in the Deed of Trust was fictitious. Homeowner One  
20 never paid any mortgage or loan payments to Golden Hills Trust.

21 44. KIRKPATRICK, CASTLE, DICHIARA, PEZZI and others known and unknown to the  
22 Grand Jury falsely made or caused to be falsely made a Substitution of Trustee and Deed of  
23 Reconveyance, which was then recorded at the Sacramento County Recorder’s Office on or about  
24 February 15, 2011. A person known to the Grand Jury and referred to herein as Associate One, signed  
25 the document as an “authorized representative” of Wells Fargo Bank, formerly known as World Savings  
26 Bank. The document purported to reconvey to Homeowner One all of the bank’s interest in the  
27 property, falsely stating that the mortgage debt had been fully paid. Associate One did not work for and  
28 was not an authorized representative of Wells Fargo. Wells Fargo did not reconvey its interest in the

1 property to Homeowner One.

2 45. On or about March 1, 2011, PEZZI signed and caused to be recorded a second  
3 Substitution of Trustee and Deed of Reconveyance at the Sacramento County Recorder's Office. In the  
4 document, PEZZI, an "authorized representative" of Wells Fargo Bank, formerly known as World  
5 Savings Bank, purported to reconvey to Homeowner One all of the bank's interest in the property,  
6 falsely stating that Homeowner One's home equity line of credit ("HELOC") had been fully paid. PEZZI  
7 did not work for and was not an authorized representative of Wells Fargo. Wells Fargo did not reconvey  
8 its interest in the property to Homeowner One.

9 46. On or about June 1, 2011, KIRKPATRICK signed and caused to be recorded a third  
10 Substitution of Trust and Deed of Reconveyance at the Sacramento County Recorder's Office. In the  
11 document, KIRKPATRICK purported to substitute Golden Hills Trust as the trustee based on the Deed  
12 of Trust signed by Homeowner One.

13 47. In or about May 2011, KIRKPATRICK and CASTLE arranged for the sale of the  
14 property, directing Homeowner One to enter into a residential short sale purchase agreement with a  
15 buyer who agreed to buy Marsalla Drive for approximately \$187,000.

16 48. On or about May 26, 2011, KIRKPATRICK submitted a payoff demand to the escrow  
17 agent instructing that (1) escrow must close before June 1, 2011; (2) the gross sales price was \$187,000  
18 and Golden Hills Trust would accept no less than \$173,706.30; (3) the borrowers/sellers were not to  
19 receive any cash funds from the sale transaction; and (4) the sale proceeds were to be wired into the  
20 business account of Golden Hills Trust following the close of escrow.

21 49. KIRKPATRICK provided wire instructions directing that the proceeds be wired directly  
22 to Golden Hills Trust's Bank of America bank account located in South Lake Tahoe, California, in the  
23 State and Eastern District of California. At the close of escrow, the wire in the amount of approximately  
24 \$173,824.55 was sent to the Golden Hills Group Bank of America bank account in South Lake Tahoe,  
25 California on May 31, 2011.

26 50. On or about June 3, 2011, KIRKPATRICK transferred approximately \$59,696.71 out of  
27 the Golden Hills Group Bank of America bank account to the CCTT Group Bank of America bank  
28 account.

1 51. On or about June 6, 2011, there was a \$17,100 transfer from the CCTT Group Bank of  
2 America bank account into a Bank of America bank account named IOC Group, to the benefit of  
3 CASTLE and DICHIARA.

4 **B. 28432 Avenida Placida, San Juan Capistrano, California**

5 52. On or about March 22, 2010, CASTLE and TODT signed a contract with Homeowner  
6 Two, the owner of a home located at 28432 Avenida Placida in San Juan Capistrano, California,  
7 enrolling him in the “administrative default” program.

8 53. On or about April 16, 2010, TODT, CASTLE, DICHIARA, and others known and  
9 unknown to the Grand Jury caused Homeowner Two to sign a Deed of Trust, which was recorded at the  
10 Orange County Recorder’s Office. The Deed of Trust falsely indicated that Homeowner Two owed  
11 CCTT Group \$1,100,000, secured against the Avenida Placida property.

12 54. On or about April 21, 2010, TODT signed and recorded a Notice of Rescission of Notice  
13 of Default, purporting to cancel a notice of default earlier recorded by Washington Mutual. The  
14 recorded Notice of Rescission was sent via U.S. mail, purportedly to the California Reconveyance  
15 Company, but to the attention of TODT. TODT was not an “Authorized Representative” of the  
16 California Reconveyance Company, and was not authorized to rescind the notice of default.

17 55. On or about April 28, 2010, TODT, CASTLE and DICHIARA caused to be falsely made  
18 and recorded a Substitution of Trustee and Deed of Reconveyance, purporting to reconvey JP Morgan  
19 Chase’s interest in the property to Homeowner Two. That document stated that the indebtedness had  
20 been fully paid. The Deed of Reconveyance was signed by Associate Two as an “Authorized  
21 Representative” of JP Morgan Chase. Associate Two did not work for and was not an authorized  
22 representative of JP Morgan Chase. JP Morgan Chase did not reconvey its interest in the property to  
23 Homeowner Two.

24 56. On or about July 6, 2010, DICHIARA caused Homeowner Two to assign his interest in  
25 28432 Avenida Placida to Shon-te-East and DICHIARA. The Assignment was recorded at the Orange  
26 County Recorder’s Office. A copy of the recorded Assignment was mailed to DICHIARA at the Shon-  
27 te-East business address in the State and Eastern District of California.

28 57. On or about July 6, 2010, DICHIARA caused Homeowner Two to sign and record at the

1 Orange County Recorder's Office a Quit Claim Deed stating that he quitclaimed his interest in 28432  
2 Avenida Placida to Shon-te-East. A copy of the Quit Claim Deed was mailed to DICHIARA at the  
3 Shon-te-East business address in the State and Eastern District of California.

4 58. DICHIARA, TODT and CASTLE then caused the sale of the property.

5 59. On or about August 25, 2010, DICHIARA, as the new "owner" of the Avenida Placida  
6 property, sent a letter to the escrow company indicating that the property was to be sold to the buyer for  
7 \$900,000.

8 60. On or about September 1, 2010, CASTLE sent a demand letter to the escrow company  
9 requesting \$765,000 via wire transfer to the CCTT Group bank account.

10 61. On or about September 3, 2010, a \$769,558.13 wire transfer was deposited into a CCTT  
11 Group Bank of America Bank account.

12 **C. 1928 Sansone Drive, Santa Rosa, California**

13 62. In or about May 2010, CASTLE and LARSEN convinced Homeowner Three, owner of a  
14 home located at 1928 Sansone Drive in Santa Rosa, California to enroll in the "mortgage remedy  
15 program."

16 63. On or about May 24, 2010, LARSEN, CASTLE, and DICHIARA caused Homeowner  
17 Three to sign and record a Deed of Trust falsely indicating that Homeowner Three owed GJZ Group  
18 \$425,000, secured against the Sansone Drive property. In actuality, LARSEN and others known and  
19 unknown to the Grand Jury told Homeowner Three that the loan was not real, and he would not have to  
20 pay any portion of it.

21 64. On or about June 2, 2010, DICHIARA caused Homeowner Three to sign and record a  
22 Quit Claim Deed, transferring his interest in the property to Shon-te-East. The Quit Claim Deed was  
23 recorded in Sonoma County, and sent via U.S. mail to the business address for DICHIARA in the State  
24 and Eastern District of California.

25 65. On or about October 1, 2010, DICHIARA, CASTLE and LARSEN caused a Substitution  
26 of Trustee and Deed of Reconveyance to be recorded, purporting to reconvey Bank of America's interest  
27 in the Sansone Drive property as the debt had been fully repaid. The Deed of Reconveyance was signed  
28 by Associate Three, an "Authorized Representative." Associate Three did not work for Bank of

1 America and was not an authorized representative. Bank of America did not reconvey its interest in the  
2 property to Homeowner Three.

3 66. On or about October 1, 2010, DICHIARA, CASTLE and LARSEN caused a second  
4 Substitution of Trustee and Deed of Reconveyance to be recorded, purporting to reconvey Chase Home  
5 Finance's interest in the Sansone Drive property as the debt had been fully repaid. The Deed of  
6 Reconveyance was signed by Associate Four, an "Authorized Representative." Associate Four did not  
7 work for Chase and was not an authorized representative. Chase did not reconvey its interest in the  
8 property to Homeowner Three.

9 67. On or about December 1, 2010, DICHIARA signed and recorded a Quit Claim Deed,  
10 returning the interest in the property to Homeowner Three.

11 68. DICHIARA, CASTLE and LARSEN then caused the sale of the property.

12 69. On or about March 22, 2011, LARSEN sent to the escrow company a demand letter  
13 requesting net proceeds to GJZ Group of no less than \$90,000, to be wired into the GJZ bank account.

14 70. On or about April 11, 2011, the escrow company sent \$97,492.99 via wire transfer to the  
15 GJZ Group bank account.

16 **D. 2126 Painted Pony Drive, Somerset, California**

17 71. In or about November, 2010, ROMANO and another person known to the Grand Jury  
18 referred to herein as Homeowner Four, owned a single family residence located at 2162 Painted Pony  
19 Drive, Somerset, California, in the State and Eastern District of California, signed the membership  
20 contract enrolling them in the "mortgage elimination program." CASTLE and PEZZI signed as the  
21 representatives of the CCTT Group. ROMANO and Homeowner Five also submitted an application for  
22 membership to the Pillow Foundation.

23 72. ROMANO signed and had notarized a Quit Claim Deed, purporting to quitclaim his  
24 interest in the property to the Pillow Foundation. The recorded document was to be mailed to "trustee"  
25 DICHIARA.

26 73. On or about November 17, 2010, ROMANO, DICHIARA, CASTLE, KIRKPATRICK,  
27 and PEZZI caused to be recorded a Deed of Trust at the El Dorado County Recorder's Office, in the  
28 State and Eastern District of California, indicating that lender Golden Hills Trust loaned him \$375,000,

1 secured against the Painted Pony Road property. ROMANO did not actually owe Golden Hills Trust  
2 \$375,000. The loan indicated in the deed of trust was fictitious. ROMANO never paid any mortgage or  
3 loan payments to Golden Hills Trust.

4 74. On or about February 14, 2011, ROMANO, DICHIARA, KIRKPATRICK, CASTLE,  
5 and PEZZI caused to be falsely made and recorded a Substitution of Trustee at the El Dorado County  
6 Recorder's Office. On the document, Associate One, now purporting to be an "authorized  
7 representative" of Mortgage Electronic Registration Systems, Inc., purports to substitute the trustee on  
8 the original, real Deed of Trust and put in its place U.S. Bank NA. Associate One did not work for and  
9 was not an authorized representative of Mortgage Electronic Registration Systems. Mortgage Electronic  
10 Registration Systems did not substitute U.S. Bank as trustee on the original, real deed of trust.

11 75. On or about February 14, 2011, ROMANO, DICHIARA, KIRKPATRICK, CASTLE,  
12 and PEZZI caused to be falsely made and recorded a Full Reconveyance at the El Dorado County  
13 Recorder's Office. In the document, Associate Five, an "authorized representative" of U.S. Bank NA,  
14 purports to reconvey to ROMANO and Homeowner Five all of its interest in the property. Associate  
15 Five did not work for and was not an authorized representative of U.S. Bank NA. U.S. Bank NA did not  
16 reconvey any interest in the property to ROMANO.

17 76. On or about March 4, 2011, ROMANO, DICHIARA, KIRKPATRICK, CASTLE, and  
18 PEZZI caused to be falsely made and recorded a Notice of Rescission of Notice of Default and Election  
19 to Sell under Deed of Trust at the El Dorado County Recorder's Office, purporting to cancel a real  
20 notice of default that had been filed by the real lender. The document is signed by Associate Seven, an  
21 "authorized representative" of National Default Servicing Corporation. Associate Seven did not work  
22 for and was not an authorized representative of National Default Servicing Corporation. National  
23 Default Servicing Corporation did not cancel the notice of default.

24 77. The fraudulent Reconveyance was sent by the Recorder's Office, via U.S. mail, to PEZZI  
25 purportedly as a representative of the National Default Servicing Corporation. PEZZI was not a  
26 representative of, nor did she work for, the National Default Servicing Corporation.

27 All in violation of Title 18, United States Code, Sections 371, 493, and 1344.  
28

COUNTS TWO THROUGH SIXTEEN: [18 U.S.C. § 493 – Bonds and Obligations of Certain Lending Agencies]

The Grand Jury further charges:

JOHN MICHAEL DICHIARA,  
 JAMES CHRISTOPHER CASTLE,  
 REMUS ALAN KIRKPATRICK,  
 LAURA MARIE PEZZI, and  
 MICHAEL ROMANO

defendants herein, as follows:

78. The allegations set forth in Count One at Paragraphs 1 through 14 and Paragraphs 16 through 40 are incorporated by reference as though set forth herein.

79. The following entities are and were at all relevant times, lending associations authorized or acting under the laws of the United States, mortgage loan corporations, insured credit unions, or intermediate credit banks: Wells Fargo, N.A., formerly known as World Savings Bank; M&T Bank; Charter One Bank; Washington Mutual; Fidelity; Countrywide; Travis Credit Union; Chase; Liberty America Mortgage; American Mortgage Partners; and U.S. Bank.

80. On or about each date set forth below, in the State and Eastern District of California, and elsewhere, the defendants identified and charged as set forth below, did falsely make the following writings in imitation of a writing issued by a land bank, intermediate credit bank, insured credit union, lending, mortgage, insurance, credit or savings and loan corporation or association; and did pass and utter the following writings knowing them to have been falsely made:

<i>Count</i>	<i>Property</i>	<i>False Writings</i>	<i>Place of Filing</i>	<i>Date</i>	<i>Defendant(s)</i>
2	3182 Shawnee Court, Cameron Park, California	Substitution of Trustee and Deed of Reconveyance	El Dorado County	December 3, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
3	3182 Shawnee Court, Cameron Park, California	Substitution of Trustee and Deed of Reconveyance	El Dorado County	December 2, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
4	319 Marsalla Drive, Sacramento, California	Substitution of Trustee and Deed of Reconveyance	Sacramento County	February 15, 2011	DICHIARA, CASTLE, KIRKPATRICK, PEZZI

1	5	319 Marsalla Drive, Sacramento, California	Substitution of Trustee and Deed of Reconveyance	Sacramento County	March 1, 2011	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
2	6	6303 Green Garden Drive, Bakersfield, California	Substitution of Trustee and Deed of Reconveyance	Kern County	October 4, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
3	7	6303 Green Garden Drive, Bakersfield, California	Substitution of Trustee and Deed of Reconveyance	Kern County	September 30, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
4	8	1420 Roaring Camp Court, Plumas Lake, California	Substitution of Trustee and Deed of Reconveyance	Yuba County	December 22, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
5	9	7593 Almondwood Avenue, Citrus Heights, California	Substitution of Trustee and Deed of Reconveyance	Sacramento County	October 20, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
6	10	5479 Dunlay Drive, Sacramento, California	Substitution of Trustee and Deed of Reconveyance	Sacramento County	September 21, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
7	11	7233 Cromwell Drive, Sacramento, California	Notice of Rescission of Notice of Default	Sacramento	October 14, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
8	12	7233 Cromwell Drive, Sacramento, California	Substitution of Trustee and Deed of Reconveyance	Sacramento	October 14, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
9	13	7233 Cromwell Drive, Sacramento, California	Substitution of Trustee and Deed of Reconveyance	Sacramento	October 15, 2010	DICHIARA, CASTLE, KIRKPATRICK, PEZZI
10	14	2162 Painted Pony Road, Somerset, California	Substitution of Trustee	El Dorado County	February 14, 2011	DICHIARA, CASTLE, KIRKPATRICK, PEZZI, ROMANO
11	15	2162 Painted Pony Road, Somerset, California	Full Reconveyance	El Dorado County	February 14, 2011	DICHIARA, CASTLE, KIRKPATRICK, PEZZI, ROMANO
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16	2162 Painted Pony Road, Somerset, California	Notice of Rescission of Notice of Default and Election to Sell Under Deed of Trust	El Dorado County	March 4, 2011	DICHIARA, CASTLE, KIRKPATRICK, PEZZI, ROMANO
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All in violation of Title 18, United States Code, Sections 2 and 493.

COUNTS SEVENTEEN THROUGH THIRTY-NINE: [18 U.S.C. §§ 1344(1) – Bank Fraud]

The Grand Jury further charges:

JOHN MICHAEL DICHIARA,  
 JAMES CHRISTOPHER CASTLE,  
 REMUS ALAN KIRKPATRICK,  
 GEORGE B. LARSEN, and  
 LARRY TODT,

defendants herein, as follows:

81. The allegations set forth in Count One at Paragraphs 1 through 14 and Paragraphs 16 through 40 are incorporated by reference as though set forth herein.

82. The defendants named and identified in each count below, on the date specified below, in the State and Eastern District of California and elsewhere, did knowingly execute a material scheme to defraud at least one financial institution, with the intent to deceive and cheat the financial institution.

83. The purpose of the scheme was to extinguish the secured interest owned by the financial institutions listed below on the borrower’s property listed below, by recording false and fraudulent deeds of reconveyance at the county recorder’s office purportedly on behalf of the financial institution to purportedly reconvey the financial institution’s secured interest in the borrower’s property without authority and permission to do so:

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<i>Count</i>	<i>Borrower's Property</i>	<i>Secured Interest/Loan Amount</i>	<i>Financial Institution</i>	<i>Place and Approximate Date of Recording of Deed of Reconveyance</i>	<i>Defendant(s)</i>
17	319 Marsalla Drive, Folsom, California	\$311,500	World Savings Bank/Wells Fargo	Sacramento County, 2/15/11	KIRKPATRICK, CASTLE, DICHARA
18	319 Marsalla Drive, Folsom, California	\$20,000	World Savings Bank/Wells Fargo	Sacramento County, 3/1/11	KIRKPATRICK, CASTLE, DICHARA
19	1928 Sansone Drive, Santa Rosa, California	\$308,000	Bank of America	Sonoma County, 10/1/10	DICHARA, CASTLE, LARSEN
20	1928 Sansone Drive, Santa Rosa, California	\$77,000	JP Morgan Chase	Sonoma County, 10/1/10	DICHARA, CASTLE, LARSEN
21	6303 Green Garden Drive, Bakersfield, California	\$300,000	M&T Mortgage/Bank of America	Kern County, 10/4/10	KIRKPATRICK, DICHARA, CASTLE
22	6303 Green Garden Drive, Bakersfield, California	\$95,000	RBS Citizens/Charter One Bank	Kern County, 9/30/10	KIRKPATRICK, DICHARA, CASTLE
23	564 Stone Drive, Novato, California	\$767,200	Bank of America	Marin County, 2/18/11	LARSEN, DICHARA, CASTLE
24	564 Stone Drive, Novato, California	\$100,000	Citibank	Marin County, 2/18/11	LARSEN, DICHARA, CASTLE
25	4137 Loch Dane Court, Antelope, California	\$360,000	GMAC/SCME Mortgage Bankers/Aurora Loan Services	Sacramento County, 4/22/10	CASTLE, DICHARA
26	1420 Roaring Camp Court, Olivehurst, California	\$275,000	Fidelity Home Mortgage/Bank of America	Yuba County, 12/22/10	CASTLE, DICHARA

1	27	3182 Shawnee Court, Cameron Park, California	\$314,625	Wells Fargo	El Dorado County, 12/3/10	DICHIARA, KIRKPATRICK
2						
3						
4						
5	28	3182 Shawnee Court, Cameron Park, California	\$104,875	Wells Fargo	El Dorado County, 12/2/10	DICHIARA, KIRKPATRICK
6						
7						
8	29	7233 Cromwell Way, Sacramento, California	\$301,500	Encore Credit/Chase Bank	Sacramento County, 10/14/10	CASTLE, DICHIARA, KIRKPATRICK
9						
10						
11	30	7233 Cromwell Way, Sacramento, California	\$59,000	Liberty American Mortgage/HSBC Bank	Sacramento County, 10/15/10	CASTLE, DICHIARA, KIRKPATRICK
12						
13						
14	31	28432 Avenida Placida, San Juan Capistrano, California	\$999,000	JP Morgan Chase (formerly Washington Mutual)	Orange County, 4/28/10	TODT, CASTLE, DICHIARA
15						
16						
17	32	21029 Justco Lane, Castro Valley, California	\$528,000	SCME Mortgage Bankers	Alameda County, 3/25/11	LARSEN, DICHIARA, CASTLE
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19						
20	33	60 Canyon Drive, Fairfax, California	\$574,000	Deutsche Bank/ PNC Bank	Marin County, 3/22/11	LARSEN, CASTLE, DICHIARA
21						
22	34	7593 Almondwood Avenue, Citrus Heights, California	\$240,500	JP Morgan Chase	Sacramento County, 10/20/10	DICHIARA, KIRKPATRICK, CASTLE
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26	35	3765 Northcrest Court, Simi Valley, California	\$444,000	United Capital Funding/Bank of America	Ventura County, 1/19/11	CASTLE, DICHIARA
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36	3765 Northcrest Court, Simi Valley, California	\$27,750	Bank of America	Ventura County, 1/19/11	CASTLE, DICHARA
37	5479 Dunlay Drive, Sacramento, California	\$396,000	Deutsche Bank/Bank of America/Countrywide	Sacramento County, 9/21/10	CASTLE, DICHARA, KIRKPATRICK
38	154 Brook Court, Branson, Missouri	\$161,029	JP Morgan Chase/First Choice Funding	Taney County, 1/18/11	DICHARA, CASTLE, KIRKPATRICK
39	1794 Kodiak Circle, Reno, Nevada	\$452,800	World Savings/Wachovia	Washoe County, 5/20/11	KIRKPATRICK, DICHARA, CASTLE

All in violation of Title 18, United States Code, Sections 2 and 1344(1).

COUNTS FORTY THROUGH FORTY TWO: [18 U.S.C. § 1957 – Transactions in Criminally Derived Property]

The Grand Jury further charges:

JOHN MICHAEL DICHARA,  
JAMES CHRISTOPHER CASTLE, and  
REMUS ALAN KIRKPATRICK,

defendants herein, as follows:

84. The allegations set forth in Count One at Paragraphs 1 through 14 and Paragraphs 16 through 40 are incorporated by reference as though set forth herein.

85. On or about the dates set forth below, in the State and Eastern District of California, each defendant identified below, did knowingly engage in the corresponding monetary transaction set forth below, each of which was by, through, and to a financial institution affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity:

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<i>Count</i>	<i>Property</i>	<i>Monetary Transaction</i>	<i>Defendant(s)</i>
40	1794 Kodiak Circle, Reno, Nevada	\$12,500 cash withdrawal from Penn Valley Bank of America bank account # ....3452, on or about June 22, 2011	DICHIARA
41	1794 Kodiak Circle, Reno, Nevada	Purchase of \$100,000 Bank of America cashier's check #432395480 on or about June 16, 2011	KIRKPATRICK
42	21029 Justco Lane, Castro Valley, California	Purchase of \$20,000 Bank of America cashier's check #432010121 payable to J. Christopher Castle Irrevocable Trust, on or about June 14, 2011	CASTLE

All in violation of Title 18, United States Code, Sections 2 and 1957.

**FORFEITURE ALLEGATION:** [18 U.S.C. § 982(a)(1), (a)(2)(A), 18 U.S.C. § 492 and 28 U.S.C. § 2461(c) – Criminal Forfeiture]

1. Upon conviction of one or more of the offenses alleged in Count One and Counts Seventeen through Thirty-Nine of this Indictment, defendants JOHN MICHAEL DICHIARA, JAMES CHRISTOPHER CASTLE, REMUS ALAN KIRKPATRICK, LAURA MARIE PEZZI, GEORGE B. LARSEN, LARRY TODT, and MICHAEL ROMANO shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(A), any property constituting or derived from proceeds obtained directly or indirectly, as a result of said violations, including, but not limited to, the following:

a) A sum of money equal to the amount of proceeds obtained directly or indirectly, as a result of such offenses, for which defendants are convicted.

2. Upon conviction of one or more of the offenses alleged in Counts Two through Sixteen of this Indictment, defendants JOHN MICHAEL DICHIARA, JAMES CHRISTOPHER CASTLE, REMUS ALAN KIRKPATRICK, and LAURA MARIE PEZZI, and MICHAEL ROMANO shall forfeit to the United States pursuant to 18 U.S.C. § 492 and 28 U.S.C. § 2461(c), all property, real and personal, which constitutes or is derived from proceeds traceable to such violations, including but not limited to, a sum of money equal to the total of money involved in the offenses, for which the defendant is convicted.

1 3. Upon conviction of the offenses alleged in Counts Thirty-Seven through Thirty-Nine of  
2 this Indictment, defendants JOHN MICHAEL DICHIARA, JAMES CHRISTOPHER CASTLE, and  
3 REMUS ALAN KIRKPATRICK shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(1), all  
4 property, real or personal, involved in such violation, and any property traceable to such property,  
5 including but not limited to the following:

6 a. A sum of money equal to the amount of money involved in the offense, for which  
7 defendants are convicted.

8 4. If any property subject to forfeiture, as a result of the offenses alleged in Count One  
9 through Forty Two of this Indictment, for which defendants are convicted:

10 a. cannot be located upon the exercise of due diligence;

11 b. has been transferred or sold to, or deposited with, a third party;

12 c. has been placed beyond the jurisdiction of the Court;

13 d. has been substantially diminished in value; or

14 e. has been commingled with other property which cannot be divided without  
15 difficulty;

16 it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c),  
17 incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendants, up to the value  
18 of the property subject to forfeiture.

19 A TRUE BILL.

20 **/s/ Signature on file w/AUSA**

21 \_\_\_\_\_  
22 FOREPERSON

23 

24 BENJAMIN B. WAGNER  
25 United States Attorney  
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27  
28

No. 2:15 - CR - 0190 GEB

**UNITED STATES DISTRICT COURT**

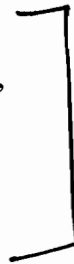
*Eastern District of California*

*Criminal Division*

**THE UNITED STATES OF AMERICA**

vs.

JOHN MICHAEL DICHARA,  
JAMES CHRISTOPHER CASTLE,  
REMUS ALAN KIRKPATRICK,  
LAURA MARIE PEZZI,  
GEORGE B. LARSEN,  
LARRY TODT, and  
MICHAEL ROMANO,



*Beach warrants  
for each  
defendant*

INDICTMENT

**VIOLATION(S):** 18 U.S.C. § 371 - Conspiracy; 18 U.S.C. § 493 – Bonds and Obligations of Certain Lending Agencies (15 Counts); 18 U.S.C. § 1344(1) – Bank Fraud (23 Counts); 18 U.S.C. § 1957 – Monetary Transactions in Criminally Derived Property (3 Counts); and 18 U.S.C. §§ 982(a)(1), 982(a)(2)(A), 18 U.S.C. § 492 and 28 U.S.C. § 2461(c) – Criminal Forfeiture

A true bill,

*/s/ Signature on file w/ AUSA*

Foreman.

Filed in open court this 10th day

of September, A.D. 2015

*[Signature]*

Clerk.

Bail, \$

**NO BAIL WARRANT PENDING HEARING**

*- All Defendants*



*[Signature]*

**United States v. Dichiara, et al.**  
**Penalties for Indictment**

**Defendants**

JOHN MICHAEL DICHIARA,  
JAMES CHRISTOPHER CASTLE,  
REMUS ALAN KIRKPATRICK,  
LAURA MARIE PEZZI,  
GEORGE B. LARSEN,  
LARRY TODT,  
MICHAEL ROMANO

**COUNT 1: ALL DEFENDANTS**

VIOLATION: 18 U.S.C. 371 - Conspiracy

PENALTIES: Maximum penalty of up to five years; or  
Fine of up to \$250,000; or both fine and imprisonment  
Supervised release of 3 years

SPECIAL ASSESSMENT: \$100 (mandatory on each count)

**COUNTS 2-16: DICHIARA, CASTLE, KIRKPATRICK, PEZZI, ROMANO**

VIOLATION: 18 U.S.C. § 493, 2 – Bonds and Obligations of Certain Lending Agencies

PENALTIES: Maximum penalty of up to ten years; or  
Fine of up to \$250,000; or both fine and imprisonment  
Supervised release of 3 years

SPECIAL ASSESSMENT: \$100 (mandatory on each count)

**COUNTS 17-39: DICHIARA, CASTLE, KIRKPATRICK, TODT, LARSEN**

VIOLATION: 18 U.S.C. § 1344(1) – Bank Fraud

PENALTIES: Maximum penalty of up to thirty years; or  
Fine of up to \$1,000,000; or both fine and imprisonment  
Supervised release of 5 years

SPECIAL ASSESSMENT: \$100 (mandatory on each count)

**COUNTS 40-42: DICHIARA, CASTLE, KIRKPATRICK**

VIOLATION: 18 U.S.C. § 1957 – Transactions in Criminally Derived Property



PENALTIES: Maximum penalty of up to ten years; or  
Fine of \$250,000; or fine of not more than twice the amount of the  
criminally derived property involved in the transaction; or both fine and  
imprisonment  
Supervised release of 3 years

SPECIAL ASSESSMENT: \$100 (mandatory on each count)

**FORFEITURE ALLEGATION: all Defendants**

VIOLATION: 18 U.S.C. §§ 982(A)(1)28(A)(2), 9821(A)(21)(CA), 18.U.S.C. § 492  
AND 28 U.S.C. § 2461(C)

PENALTIES: As stated in the charging document