

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

**12-20458-CR-DIMITROULEAS/SNOW**

Case No. \_\_\_\_\_  
18 U.S.C. § 371  
18 U.S.C. § 981(a)(1)(C)

UNITED STATES OF AMERICA

vs.

RAQUEL DE JESUS MARTINEZ,

**Defendant.**

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INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times material to this Information:

1. Defendant **RAQUEL DE JESUS MARTINEZ** was involved in the real estate business, including as a title agent and document preparer for the purchase of properties. **MARTINEZ** worked with buyers to complete mortgage applications and other paperwork required to be qualified to obtain a mortgage for such properties.
2. **RAQUEL DE JESUS MARTINEZ** also created a shell company, O.C.I.R. Management Company ("O.C.I.R."), to engage in certain real estate transactions, and, using the name of a third party as the account holder, opened a bank account at Banco Popular ending in 6406. **MARTINEZ** was the true beneficial owner of the bank account.

**CONSPIRACY TO COMMIT MAIL FRAUD  
AND MONEY LAUNDERING  
(18 U.S.C. § 371)**

From at least in or around November, 2005, through at least in or around September, 2009, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**RAQUEL DE JESUS MARTINEZ,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with others known and unknown to the United States Attorney, to commit certain offenses against the United States, that is:

(a) to knowingly and with intent to defraud, devise, and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and knowingly caused to be delivered certain mail matter by U.S. mail and by private and commercial interstate carrier, according to the directions thereon, for the purpose of executing the scheme and artifice, in violation of Title 18, United States Code, Section 1341; and

(b) to knowingly conduct a financial transaction affecting interstate commerce, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, which financial transaction involved the proceeds of specified unlawful activity, that is, mail fraud, in violation of Title 18, United States Code, Section 1341, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

### PURPOSE OF THE CONSPIRACY

3. It was a purpose of the conspiracy for **RAQUEL DE JESUS MARTINEZ** and her conspirators to unjustly enrich themselves by: fraudulently obtaining bank loans for properties, using false information and phony documentation, and falsely inflating property valuation levels; using these loan funds to purchase the properties using little or no money of their own; distributing a portion of the proceeds to themselves; and using a portion of the funds for future fraudulent real estate transactions. It was a further purpose of the conspiracy for the conspirators to fraudulently obtain rental income by renting the properties obtained in the name of the straw buyers prior to foreclosure. It was a further purpose of the conspiracy to cover up and conceal the nature of the fraudulent scheme from law enforcement authorities by, among other things, coordinating with other conspirators and agreeing not to speak with law enforcement during the course of the investigation.

### MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendant and her conspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

4. **RAQUEL DE JESUS MARTINEZ** and her conspirators would recruit straw buyers, whom the conspirators knew did not have the financial qualifications to obtain a mortgage on a subject property. These straw buyers would be promised a kickback in return for allowing their identity and credit to be used in the purchase and financing of the residential property. These straw buyers also would be promised the opportunity to obtain rental income from the high-end properties until the properties were foreclosed upon or repossessed.

5. To obtain the loans from the lending institutions in the amounts desired, **RAQUEL DE JESUS MARTINEZ** and her conspirators would falsify documents, including loan applications,

and falsely describe the existence of funds or other assets that would be used to deceive lenders into believing that the straw buyers were qualified to obtain large mortgage loans. The conspirators also would provide false information to the lending institutions, including by submitting paperwork containing false information, by: a) providing the name of a "straw buyer" rather than the name of the true purchaser(s); b) providing false information concerning the intent of the named purchaser to live at the property; and c) providing false information concerning the employment history and financial resources of the named purchaser.

6. At the time of the closings, **RAQUEL DE JESUS MARTINEZ** and her conspirators created, and caused to be created, false and fraudulent HUD-1 settlement statements. These HUD-1 statements listed, among other things, a fraudulently inflated purchase price, failed to disclose the kickback payments paid to the conspirators, and fraudulently represented that the buyer paid a deposit or had provided cash to close the transaction. In some instances, conspirator L.C-D. and other conspirators created, and caused to be created, multiple HUD-1 settlement statements for the same transaction. The first HUD-1 settlement statement would be submitted to the seller (the "seller HUD-1"), and it reflected the actual purchase price to be paid to the seller for the residential property. The seller HUD-1 fraudulently reflected a significantly smaller loan amount than the loan amount actually borrowed from the lender, that would not raise the seller's suspicions as to the fraudulent nature of the transaction. A second HUD-1 settlement statement was created for the same transaction but was given to the lender (the "lender HUD-1"). The lender HUD-1 would reflect an inflated purchase price, and was intended to induce the lender to fund the property loans at a significantly inflated value over the actual purchase price paid to the seller of the residential property.

7. To avoid detection, the conspirators would make a limited number of monthly

payments on the loan for approximately one year, and then would stop making payments altogether, and allow the properties to go into foreclosure.

8. Through these means, the conspirators would fund the “purchase” of the properties at issue with the monies fraudulently obtained from the lending institution, obtain funds from the transaction for themselves after paying the seller the true price, and then allow the properties to go into foreclosure.

9. To conceal the nature of the conspiracy from lenders and others, **RAQUEL DE JESUS MARTINEZ** and her conspirators would use shell companies, including O.C.I.R., to receive and transfer their proceeds from the fraudulent transactions and to fund subsequent fraudulent transactions.

10. When a law enforcement investigation or other inquiries would occur, the conspirators would coordinate and inform one another when a conspirator was contacted by law enforcement, and agree not to provide information to law enforcement or others concerning the conspiracy.

#### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its objects and purpose, the defendant and her conspirators committed, and caused to be committed, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

##### **A. 1331 Brickell Bay Drive, Unit 3003**

1. On or about December 15, 2005, **RAQUEL DE JESUS MARTINEZ** executed an “Assignment of Contract” document purporting to transfer contract rights to an apartment located at 1331 Brickell Bay Drive, Unit 3003, Miami, Florida, 33131 (“Jade Unit 3003”), from “EGA Management & Consultants, Inc.,” to “Empire Associates Enterprises, Inc.,” and its principal, J.R.

2. On or about December 15, 2005, **RAQUEL DE JESUS MARTINEZ** prepared and signed a letter, falsely stating that First USA Title Services, Inc. received a cashier's check in the amount of \$50,000, from H.R., for escrow funds to purchase Jade Unit #3003.

3a-b. On or about January 23, 2006, **RAQUEL DE JESUS MARTINEZ** and her conspirators caused wire transfers of: a) \$1,516,728.61 and b) \$450,200; each from Citibank in New York, NY, to the account of L.C-D., at Washington Mutual Bank, account ending in 4741 in Miami Beach, Florida, each transfer a separate overt act.

**B. 1331 Brickell Bay Drive, Unit 803**

4. On or about February 17, 2006, **RAQUEL DE JESUS MARTINEZ** executed as "witness" a purchase agreement allowing straw buyer, B.G., to purchase an apartment located at 1331 Brickell Bay Drive, Unit 803, Miami, Florida, 33131 ("Jade Unit #803"), knowing that the documentation used to support the \$2,050,000 purchase contained false statements and representations.

**C. Concealing Kickbacks by Transfer into Defendant's Shell Company**

5a-e. On or about the dates set forth below, to conceal kickback payments received by **RAQUEL DE JESUS MARTINEZ** for her role in the conspiracy, funds were transferred into the account of "O.C.I.R. Management Co.," at Banco Popular ending in 6406, in the following amounts, each a separate overt act: a) \$93,000 on December 5, 2005 ; b) \$40,000 on January 25, 2006; c) \$5,000 on January 30, 2006; d) \$12,500 on February 7, 2006; and, e) \$90,000 on February 23, 2006.

**D. Receiving Rental Income From Fraudulently Obtained Properties**

6. On or about July 9, 2007, conspirator B.G. deposited a payment of \$1,294.91 into his Washington Mutual account ending in 2354, for partial rent of Jade Unit 803.

**E. Concealment Conduct By Agreement**

7. On or about September 15, 2009, during a telephone conversation with conspirator A.M. about a suspected law enforcement investigation, **RAQUEL DE JESUS MARTINEZ** and A.M. agreed to not divulge to law enforcement any information concerning the activities of the conspiracy.

All in violation of Title 18, United States Code, Section 371.

**FORFEITURE**  
**(18 U.S.C. § 981(a)(1)(C))**

1. The allegations of this Information are realleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendant has an interest.


2. Upon conviction of the violation alleged in this Information, the defendant shall forfeit to the United States, any property, real or personal, which constitutes or is derived from proceeds traceable to such violation.


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

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property and cannot be easily subdivided;

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 the value of the above forfeitable property.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), as incorporated by Title 28, United States Code, Section 2461(c), and the procedures outlined at Title 21, United States Code, Section 853.

  
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WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
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JERROB DUFFY  
ASSISTANT UNITED STATES ATTORNEY