

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 v. : Crim. No. 10-
 :
 RICARDO MUNIZ : 18 U.S.C. § 1349

I N F O R M A T I O N

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

1. At all times relevant to this Information:

a. Defendant RICARDO MUNIZ was a resident of Newark, New Jersey and was employed in the construction industry.

b. The cooperating witness referred to herein ("CW") was a loan officer with a New Jersey mortgage company (the "Mortgage Company").

c. CW used a Yahoo! email account in New Jersey to communicate with defendant RICARDO MUNIZ and his co-conspirators. These emails necessarily were transmitted in interstate commerce because once a user submits a connection request to website servers such as Yahoo!'s or data is transmitted from those website servers back to the user, the data has traveled in interstate commerce. All emails to or from CW described herein pertain to this Yahoo! email account.

d. As of May 20, 2009, the Mortgage Company was a "financial institution" as defined in 18 U.S.C. § 20 because it was a "mortgage lending business[]" as defined in 18 U.S.C. § 27.

2. From in or about August 2009 through in or about February 2010, in Essex, Hudson, and Morris Counties, in the District of New Jersey, and elsewhere, defendant

RICARDO MUNIZ

did knowingly and intentionally conspire and agree with others to devise a scheme and artifice to defraud, which would affect financial institutions, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, pictures, and sounds, contrary to 18 U.S.C. § 1343.

Object of the Conspiracy

3. It was the object of the conspiracy to obtain mortgage loans through fraudulent means to finance real estate transactions in and near Newark, New Jersey and elsewhere.

Manner and Means of the Conspiracy

4. It was part of the conspiracy that in order to obtain mortgage loans, defendant RICARDO MUNIZ and others caused to be submitted materially false and fraudulent mortgage loan applications and supporting documents to the Mortgage Company

while engaging in or causing wire communications in interstate commerce, including email exchanges with CW.

5. It was further part of the conspiracy that, in or about August 2009, Edivaldo Dos Santos ("Dos Santos"), a mortgage consultant, asked CW to be the loan officer on a fraudulent mortgage transaction involving defendant RICARDO MUNIZ as the investor who would purchase property. On defendant RICARDO MUNIZ' behalf, Dos Santos indicated that he was trying to find a builder who would be willing to pay cash back to defendant RICARDO MUNIZ for purchasing a property from the builder and to deceive the mortgage lender about the purpose of the money paid at closing to defendant RICARDO MUNIZ.

6. It was further part of the conspiracy that, in or about early September 2009, defendant RICARDO MUNIZ told CW that he wished to purchase a property and receive cash back at the closing. On or about September 8, 2009, defendant RICARDO MUNIZ met with CW at a restaurant in Newark, New Jersey. Defendant RICARDO MUNIZ stated that he was employed in the construction industry and was willing to falsely inflate his income in order to acquire a mortgage to purchase a property.

7. It was further part of the conspiracy that, on or about September 15, 2009, in Newark, New Jersey, Dos Santos met with CW and Roberta Ferreira ("Ferreira"), a real estate agent, and they discussed that Dos Santos and CW had a client, defendant RICARDO MUNIZ, who was interested in buying a property and receiving

money back from the seller. Ferreira mentioned that she was aware of an individual (the "Seller"), who was willing to do just that. Ferreira was told by CW that defendant RICARDO MUNIZ wished to receive approximately \$50,000 back, which Ferreira affirmed was possible. Ferreira told Dos Santos and CW about a residential property located on Oliver Street in Elizabeth, New Jersey (the "Oliver Street Property") that a recent appraisal had valued at \$440,000, and for which the Seller would be willing to receive approximately \$300,000.

8. It was further part of the conspiracy that, on or about September 23, 2009, defendant RICARDO MUNIZ sent an email to CW containing two months of his actual bank account statements. Following the instructions given to CW by Ferreira and Dos Santos, CW then forwarded these actual bank account statements to Jairo Nunes ("Nunes"), a maker of false documents, and asked Nunes to create false bank account statements for defendant RICARDO MUNIZ showing an inflated account balance.

9. It was further part of the conspiracy that, on or about September 29, 2009, Dos Santos and CW met with Nunes in Newark, New Jersey. Nunes sold to CW two months of false bank statements in defendant RICARDO MUNIZ' name.

10. It was further part of the conspiracy that, on or about October 15, 2009, Ferreira sent an email to CW forwarding an executed contract of sale for the Oliver Street Property between

defendant RICARDO MUNIZ and the Seller for a purchase price of \$440,000.

11. It was further part of the conspiracy that, on or about November 4, 2009, Ferreira sent an email to CW forwarding a draft agreement, in the form of an Addendum to Contract, which stated that the Seller would give defendant RICARDO MUNIZ an amount "between \$40,000 and \$90,000 depending on the appraisal value, for improvements on the above mentioned property. The amount will be provided to buyer after closing between buyer and seller is finalized."

12. It was further part of the conspiracy that, on or about November 5, 2009, Ferreira sent an email to CW forwarding the Addendum to Contract that had been signed by the Seller.

13. It was further part of the conspiracy that, to facilitate the acquisition of false pay stubs and IRS Forms W-2 for defendant RICARDO MUNIZ, Dos Santos arranged a meeting on or about October 22, 2009, between himself, CW, and Maria Lourdes Sousa ("Sousa"), a maker of false pay stubs, in Newark, New Jersey. During that meeting, Sousa told CW that she made false pay stubs, and that her sister, Rosa Damasceno ("Damasceno") made false Forms W-2 and tax returns. Sousa told CW that CW could order all the aforementioned false documents through Sousa, who would pass along the relevant portion of the order to Damasceno.

14. It was further part of the conspiracy that, as part of the effort falsely to inflate defendant RICARDO MUNIZ' income,

Dos Santos and defendant RICARDO MUNIZ agreed that CW would obtain false amended tax returns that reflected a higher income for defendant RICARDO MUNIZ. To facilitate the acquisition of the false tax returns, Dos Santos arranged a meeting, on or about October 20, 2009, between himself, CW, and Faye Cargill-Flores ("Cargill-Flores"), a CPA who had previously provided false documents for Dos Santos' associates.

15. It was further part of the conspiracy that, on or about December 10, 2009, Ferreira told CW that she had told defendant RICARDO MUNIZ that, due to a appraisal that valued the Oliver Street Property at only \$340,000, defendant RICARDO MUNIZ would receive between \$40,000 and \$50,000 cash back from the Seller at the closing.

16. It was further part of the conspiracy that, on or about December 16, 2009, Dos Santos told CW that defendant RICARDO MUNIZ wanted at least \$60,000 cash back to purchase the Oliver Street Property from the Seller.

17. It was further part of the conspiracy that, on or about January 13, 2010, in Kearny, New Jersey, Dos Santos, Ferreira and CW met and discussed defendant RICARDO MUNIZ' transaction, and Ferreira explained that there was a misunderstanding between her and the Seller regarding how much money would be paid to defendant RICARDO MUNIZ.

18. It was further part of the conspiracy that defendant RICARDO MUNIZ declined to move forward with the ultimate purchase

of the Oliver Street Property after he realized his portion of the illicit proceeds from the scheme would be less than he had expected.

In violation of Title 18, United States Code, Section 1349.



PAUL J. FISHMAN
United States Attorney

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INFORMATION FOR

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