

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. __06-_____
v.	:	DATE FILED: _____
MICAH SOLOMON,	:	VIOLATIONS:
a/k/a Curtis Oliver	:	18 U.S.C. § 1343(wire fraud - 5 counts)
a/k/a Reginald Pettaway	:	18 U.S.C. § 1341(mail fraud - 1 counts)
	:	18 U.S.C. § 1341(mail fraud - 3 counts)
	:	18 U.S.C. § 1344 (bank fraud - 5 counts)
	:	18 U.S.C. § 1028A (aggravated identity theft - 7 counts)
	:	18 U.S.C. § 1014 (false statement in loan application - 5 counts)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	Notices of forfeiture

INDICTMENT

COUNTS ONE THROUGH FIVE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Defendant MICAH SOLOMON was the owner and/or operator of and associated with multiple businesses, including but not limited to:

- A. M&P Enterprises,
- B. BOA,
- C. TME,
- D. CMC Properties,
- E. Major Construction,
- F. Phase III Properties,

- G. Henry, Solomon and Associates,
- H. Elm, Inc.,
- I. USA Legal Services, and
- J. ZII Investments a/k/a Z2 Investments.

Each of these businesses purported to be involved in real estate transactions.

2. Between in or around June, 2005 and in or around February, 2006, ZII Investments was located at 6230 N. 8th Street, Philadelphia, Pennsylvania.

3. The following entities were engaged in the business of title insurance, real estate escrows and closings:

- A. Attorney's Choice Abstract, Merion, Pennsylvania banking at Republic First Bank in Ardmore, Pennsylvania.
- B. The office of Edward P. Jordan II, Minneola, Florida banking at Florida Choice Bank in Clermont, Florida.
- C. Dependable Abstract, Huntingdon Valley, Pennsylvania banking at Willow Grove Bank in Huntingdon Valley, Pennsylvania.
- D. Savings Abstract Company, Jenkintown, Pennsylvania banking at Willow Grove Bank at Maple Glen, Pennsylvania.

4. The following entities were engaged in the business of making mortgage loans:

- A. Long Beach Mortgage banking at Washington Mutual Bank in North Ridge, California.
- B. Fremont Investment and Loan banking at Fremont Investment and Loan in Anaheim, California.

- C. Mortgage Lenders Network banking at J.P. Morgan Chase, N.A, Chicago, Illinois.
- D. Countrywide Home Loans, a participant in America's Wholesale Lenders, banking at Bank of New York in New York, New York.
- E. CCO Mortgage Corporation banking at Citizens Bank in Norristown, Pennsylvania.
- F. Champion Mortgage banking at Key Bank Great Lakes in Cleveland, Ohio.
- G. Indymac Bank banking at Indymac Bank in Mount Laurel, New Jersey.

THE SCHEME

5. Between in or about November, 2003 and in or about February, 2006, in the Eastern District of Pennsylvania and elsewhere, defendant

MICAH SOLOMON

devised and intended to devise a scheme to defraud mortgage lenders, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

6. Defendant MICAH SOLOMON used false information to obtain fraudulent mortgages and generate fraudulent real estate sales based on those mortgages.

It was further part of the scheme that:

7. At defendant MICAH SOLOMON'S instruction, to qualify for loans, real estate buyers fraudulently stated on loan applications that he or she worked at defendant

SOLOMON'S company and made an inflated salary. These representations were untrue as the buyers made no such salary. Defendant SOLOMON'S company verified the fraudulent employment for each buyer.

8. Defendant MICAH SOLOMON also used stolen identities on loan applications for real estate purchases. The fake buyers pretending to be someone with good credit, then qualified for the loan.

9. Mortgage lenders approved loan applications, as created by defendant MICAH SOLOMON, containing false and fraudulent representations.

10. Based on the approved mortgage loans, lenders mailed and wired loan proceeds to the title agents handling the settlement transactions.

11. Defendant MICAH SOLOMON was paid from the proceeds of the mortgage loans, fees and commissions each time a fraudulent loan was funded and the property went to settlement.

REAL ESTATE TRANSACTIONS

222B S. Bonsall Street

12. Defendant MICAH SOLOMON provided the stolen identity of C.E. and accompanying date of birth and social security number to get a mortgage loan processed and funded at an inflated amount for the purchase of 222B S. Bonsall Street, Philadelphia. Defendant MICAH SOLOMON received money at the conclusion of this fraudulent transaction.

13. R.T. and J.T. were selling their property which was in danger of foreclosure. Their friend, C.D., introduced them to defendant MICAH SOLOMON of ZII Investments. Defendant SOLOMON told R.T. and J.T. that his company, ZII Investments, purchases and flips properties.

14. Defendant MICAH SOLOMON had a buyer for the property and defendant SOLOMON began the mortgage process through W.L., a middleman who finds legitimate mortgage brokers for the real estate transactions.

15. Defendant MICAH SOLOMON told W.L. that the buyer was W.S. When W.L. attempted to place the mortgage with HEMCORP, a representative of HEMCORP advised W.L. that there was an identity alert on the credit history for W.S and asked W.L. to determine if W.S. was in fact W.S.

16. W.L. reported this information about W.S. to defendant MICAH SOLOMON. Defendant SOLOMON told W.L. that there is a switch in buyers and that defendant SOLOMON'S secretary at ZII Investments, C.E., would be the buyer of the property. Defendant SOLOMON gave the necessary identifying information of C.E. to W.L. Because defendant SOLOMON told W.L. that C.E. had just moved to this area six months ago, W.L. then made up fraudulent renters references to provide to Long Beach Mortgage, the mortgage company processing the loan.

17. The true C.E. lives in Massachusetts and had her identity stolen. The true C.E. gave no one permission to buy a home in Philadelphia in her name or using her credit and personal information.

18. Having been provided the false information about C.E., Long Beach Mortgage approved two mortgages for 100% of the purchase price of the property (\$285,000).

19. On or about August 23, 2005, settlement occurred at the offices of W.L., in Philadelphia, Pennsylvania.

20. At settlement, T.P. played the part of C.E. and signed all documents with the name of C.E.

21. Although the sellers believed that they were selling the house to defendant MICAH SOLOMON for \$210,000, the sales contract indicated the buyer was C.E. and the sale price was \$285,000. On the day of settlement, sellers, who expected to receive \$55,000 from the settlement after the payment of their existing mortgage, received \$40,000 after falsely being told by defendant SOLOMON that the bank was charging more to get the house out of foreclosure. Unknown to the sellers, ZII Investments received a check for \$87,687, representing in large part the difference between the sales price reported to the sellers and the sales price reported to the mortgage company. C.D., who made the initial introduction, received a check for \$20,000 from the settlement proceeds. W.L. received a check for \$10,000 from the settlement proceeds. Both of these payments were falsely listed as cash to seller on the settlement sheet.

22. No mortgage payments were made on the property.

6707 N.7th Street, Philadelphia, Pennsylvania

23. Defendant MICAH SOLOMON provided the stolen identity of M.J. and accompanying date of birth and social security number to have a mortgage loan processed and funded for the purchase of 6707 N. 7th Street, Philadelphia.

24. The true M.J. lives in California and had his identity stolen. The true M.J. gave no one permission to buy a home in Philadelphia in his name or using his credit and personal information.

25. Defendant MICAH SOLOMON contacted W.L. to create fake documents, including an Internal Revenue Service form W-2 and pay stubs, in the name of M.J.

26. W.L. created the false documents and supplied them to defendant MICAH SOLOMON.

27. Real estate agent, R.B., was working with defendant MICAH SOLOMON in the purchase of this property. R.B. went to defendant SOLOMON'S office at ZII Investments and met defendant SOLOMON and M.J. who was being portrayed by defendant SOLOMON'S associate, H.T. Defendant SOLOMON told R.B. to expedite the deal. During the application process, H.T. signed all documents as M.J.

28. Having been provided the false information about M.J., Citizens Bank approved a mortgage for 100% of the purchase price of the property (\$280,000).

29. On or about September 29, 2005, settlement occurred at the offices of Dependable Abstract, Huntingdon Valley, Pennsylvania.

30. At closing, A.J. was present with a power of attorney for M.J.. R.B. was instructed by defendant MICAH SOLOMON to bring all paperwork after settlement to his ZII office.

2335-2337 Carpenter Street, Philadelphia, Pennsylvania

31. Defendant MICAH SOLOMON provided a buyer, D.W., to purchase the property at 2335-2337 Carpenter Street, Philadelphia, Pennsylvania, for an inflated amount. The buyer would not have qualified for the mortgage amount based on his yearly salary of \$63,000. During the loan process, the buyer's loan application indicated that he worked at ZII Investment and made \$38,361 monthly, a yearly salary of \$460,332. Defendant SOLOMON fraudulently verified to the mortgage company that the buyer worked for his company so that the sale would go through and defendant SOLOMON would receive money at the conclusion of the transaction.

32. C.D. and K.D., friends of defendant MICAH SOLOMON were selling their property for \$479,000. Defendant SOLOMON told C.D. and K.D. that he had a buyer for

the maximum amount of any appraisal, but he would get the equity above the \$479,000 asking price. Defendant SOLOMON got an appraisal for \$599,000.

33. Defendant MICAH SOLOMON said that he had a buyer for the property, D.W. Defendant SOLOMON began the mortgage process through W.L., a middleman who finds legitimate mortgage brokers for real estate transactions.

34. D.W. could not qualify for a \$599,000 mortgage on his \$63,000 annual salary. W.L. then created a new job and inflated salary that could be verified. W.L. discussed this with defendant MICAH SOLOMON who agreed that his ZII Investment company would fraudulently verify that D.W. worked there. Defendant MICAH SOLOMON later told W.L. that ZII Investments had received a call from the mortgage lender and that ZII had verified D.W.'s employment with ZII.

35. Having been provided the false information about the employment and salary of D.W., Fremont Investment and Loan approved two mortgages for 100% of the purchase price of the property (\$599,000).

36. On or about November 1, 2005, settlement occurred at the offices of W.L., Philadelphia, Pennsylvania.

37. At settlement, the sellers received \$291,240 of which \$46,540 was given to ZII Investments, \$50,000 to the buyer D.W., and \$12,200 to W.L.

2314 Buckingham Run Court, Orlando, Florida

38. Defendant MICAH SOLOMON provided a buyer, D.W., to purchase the property at 2314 Buckingham Run Court, Orlando, Florida for an inflated amount. The buyer would not have qualified for the mortgage amount based on his annual salary of \$63,000. During the loan process, the buyer's loan application indicated that he worked at ZII Investment and

made \$38,361 monthly, a yearly salary of \$460,332. Defendant SOLOMON fraudulently verified to the mortgage company that the buyer worked for his company.

39. K.H. and D.H., friends of defendant SOLOMON were selling their property, which was days away from foreclosure, for \$650,000. Defendant SOLOMON told K.H. and D.H. that he had a buyer for the maximum amount possible in an appraisal. Defendant SOLOMON got an appraisal for \$850,000.

40. Defendant MICAH SOLOMON had a buyer for the property, D.W., and defendant SOLOMON began the mortgage process through W.L., a middleman who finds legitimate mortgage brokers for the real estate transactions.

41. D.W. could not qualify for a \$850,000 mortgage on his \$63,000 annual salary. D.W. had also just purchased a property for \$599,000 with a 100% mortgage and had another mortgage on his own \$98,000 home. W.L. then created a new job and inflated salary for D.W. that could be verified. W.L. discussed this with defendant MICAH SOLOMON who agreed to allow his ZII Investment company to fraudulently verify that D.W. worked there. Defendant MICAH SOLOMON later told W.L. that ZII Investments had received a call from mortgage lender and that ZII had verified D.W.'s employment with ZII.

42. Having been provided the false information about the employment and salary of D.W., Mortgage Lenders Network and America's Wholesale Lender approved two mortgages which together financed 100% of the purchase price of the property (\$850,000).

43. On or about January 11, 2006, settlement occurred by mail through the offices of W.L., Philadelphia, Pennsylvania and Edward P. Jordan II, Florida.

44. At settlement, \$74,280.79 was given to defendant MICAH SOLOMON by wiring the money to his wife's bank account, and \$10,000 went to W.L.

314 E. Allen's Lane, Philadelphia, Pennsylvania

_____ 45. Defendant MICAH SOLOMON created fraudulent documents to support a loan application in the name of S.N. for the purchase of 314 E. Allen's Lane, Philadelphia, Pennsylvania without S.N.'s knowledge or permission. Prior to completion of the sale, after investigation by the mortgage company, the deal was halted..

46. In 2003 S.N. became an investor in CMC Properties which was operated by defendant MICAH SOLOMON.

47. S.N. lived in Florida and worked at Lockheed Martin.

48. S.N. had an excellent credit history and a very high credit score.

49. S.N. met defendant MICAH SOLOMON through K.H. who also lived in Florida. S.N., K.H., and defendant SOLOMON intended to purchase properties identified in the Philadelphia, Pennsylvania area by defendant SOLOMON with use of S.N.'s name and credit. After purchase, defendant SOLOMON, acting as CMC Properties, was to pay the mortgage until the property could be flipped, that is re-sold for a profit in a short period of time. After the property was flipped, S.N. was to get a small percentage of the profit.

50. In or about September, 2003 defendant MICAH SOLOMON identified the property at 506 Penn Street, Philadelphia, Pennsylvania for S.N. to purchase as an investor with CMC Properties. S.N. purchased the property for \$45,000 with a mortgage from Gateway Mortgage and with the understanding that the property would quickly be re-sold. At closing, a check for \$29,484 was issued to CMC Properties and a check for \$10,000 was issued to the seller, P.M. Both checks were deposited into the CMC Properties bank account.

51. In or about January 2004, defendant MICAH SOLOMON identified the property at 5613 N. 16th Street, Philadelphia, Pennsylvania for S.N. to purchase as an investor

with CMC Properties. S.N. purchased the property for \$68,000 with a mortgage from Allied Mortgage Group with the same understanding. At closing, a check for \$51,520.37 was issued to the seller, P.C. of which \$41,520.37 was deposited into the CMC Properties account of defendant SOLOMON. At closing, defendant SOLOMON had power of attorney for both the seller and buyer.

52. The two people listed as sellers of the property, P.M. and P.C., are in fact the same person. This person is a relative of defendant MICAH SOLOMON.

53. Unknown to S.N., on or about March 12, 2004, defendant MICAH SOLOMON engaged in the mortgage process to buy a property in S.N.'s name at 314 E. Allen's Lane, Philadelphia, Pennsylvania for \$230,000. During the processing of the mortgage, defendant SOLOMON created a document on Lockheed Martin letterhead stating that S.N., who lived in Florida, was being transferred to the New Jersey headquarters of Lockheed Martin and faxed it to Indymac Bank. The loan document, as processed through Indymac Bank, stated that 314 E. Allen's Lane residence would be the primary residence of S.N.

54. Indymac Bank contacted Lockheed Martin who denied that S.N. was being transferred. Indymac Bank and Lockheed Martin started an investigation.

55. After Lockheed Martin told S.N. of the fraudulent document, S.N. ran his credit history. S.N. learned that no mortgage payments were made on either 506 Penn Street or 5613 N. 16th Street and that both properties were going into foreclosure.

56. On or about each of the dates set forth below, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON,

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

COUNT	DATE	DESCRIPTION
1	8/23/2005	Wire transfer of funds, in the amounts of \$228,000 and \$57,000 from Washington Mutual Bank, in California to Republic First Bank, in Pennsylvania, for settlement on the sale for 222B S. Bonsall Street, Philadelphia, Pennsylvania.
2	11/2/2005	Wire transfer of funds, in the amounts of \$479,506 and \$119,980, from Fremont Investment and Loan, in California to Republic First Bank, in Pennsylvania, for settlement on the sale of 2335-2337 Carpenter Street, Philadelphia, Pennsylvania.
3	1/10/2006	Wire transfer of funds, in the amount of \$685,837.05 from JP Morgan Chase, in Illinois to Florida Choice Bank, in Florida, for the settlement on sale of 2341 Buckingham Run Court, Orlando, Florida.
4	1/12/2006	Wire transfer of funds, in the amount of \$167,858.54 from Bank of New York, in New York to Florida Choice Bank, in Florida, for the settlement on the sale of 2341 Buckingham Run Court, Orlando, Florida.
5	2/27/2004	Facsimile transmission from Pennsylvania to California of a fraudulent letter on Lockheed Martin letterhead, provided by defendant MICAH SOLOMON to Moreland Financial regarding the transfer of S.N. from Florida.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT SIX

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 4 and 6 through 55 of Counts One through Five are incorporated here.

2. On or about September 28, 2005, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON,

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by mail according to the directions thereon, a letter containing a check in the amount of \$277,349.09 from Citizens Bank, Norristown, Pennsylvania to Dependable Abstract, Hunington Valley, Pennsylvania, for the settlement on the sale of 6707 N. 7th Street, Philadelphia, Pennsylvania.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNTS SEVEN THROUGH NINE

1. Paragraphs 1 through 4 and 6 through 55 of Counts One through Five are incorporated here.

At all times material to this indictment:

2. Pennmark Auto Group, doing business as R & S Imports, located in Fort Washington, Pennsylvania, engaged in the business of leasing and selling cars. As part of the business, R & S Imports processed loan and lease applications for customers. R & S Imports required that all applications be completed with the correct identification of the customer.

3. After receiving an application from a customer, R & S Imports submitted the information on the application to lenders via the internet. Once a lender had been chosen, R & S Imports would send all signed documents to the lending institution by mail.

4. Main Line BMW, located in Bala Cynwyd, Pennsylvania was engaged in the business of leasing and selling cars. As part of the business, Main Line BMW processed loan and lease applications for customers. Main Line BMW required that all applications be completed with the correct personal identification of the customer.

5. After receiving an application from a customer, Main Line BMW submitted the information on the application to lenders via the internet. Once a lender had been chosen, Main Line BMW would send all signed documents to the lending institution by mail.

THE SCHEME

6. Between on or about July 26, 2005 and on or about September 7, 2005 in the Eastern District of Pennsylvania and elsewhere, defendant

MICAH SOLOMON

devised and intended to devise a scheme to defraud car dealerships and loan institutions, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

7. Defendant MICAH SOLOMON provided false information and fraudulently used stolen identities of others to obtain car loans and leases.

It was further part of the scheme that:

8. Defendant MICAH SOLOMON caused the preparation of false and fraudulent loan applications to obtain cars.

9. Lenders then approved the loan applications containing the fraudulent representations.

10. Car dealerships sent the loan and lease applications by commercial mail carriers to the loan offices for processing.

11. Through this fraud, defendant MICAH SOLOMON gained the use of luxury automobiles.

MAIN LINE BMW

12. Defendant MICAH SOLOMON provided the stolen identity of C.E. and accompanying date of birth and social security number to have a car lease processed to get a BMW.

13. The true C.E. lives in Massachusetts and had her identity stolen. The true C.E. gave no one permission to buy a home in Philadelphia in her name or use her credit and personal information.

14. On or about July 26, 2005, defendant MICAH SOLOMON wanted two 2006 750 Li BMWs for his “ZII Investment Group” business, one would be for defendant SOLOMON’S use and the other for his partner H.T. Main Line BMW told defendant SOLOMON that he would need a personal guarantor for each car. Defendant SOLOMON gave names and identifying information of personal guarantors, including the names C.E. and D.F.

15. Defendant MICAH SOLOMON and his associate H.T. convinced D.P. to play the role of C.E. and sign as guarantor for the car leases.

16. Defendant MICAH SOLOMON and H.T. obtained a Pennsylvania Driver’s License in the name of C.E. but with a picture of D.P.

17. Defendant MICAH SOLOMON provided the stolen identity of C.E. and accompanying date of birth and social security number to have a car lease processed to get a BMW.

18. The true M.J. lives in California and had his identity stolen. The true M.J. gave no one permission to lease a car in his name or use his credit and personal information.

19. Main Line BMW delivered defendant MICAH SOLOMON’S 2006 BMW Li to his offices at ZII Investments on 8th Street in Philadelphia. Both defendant SOLOMON and D.P. still playing the role of C.E., signed documents to take possession of the car. The car was financed by BMW Financial Services for \$80,785.00 based on the purported guarantee from C.E.

20. On or about August 4, 2005, the second BMW purchased by defendant MICAH SOLOMON was picked up by H.T. at the Main Line BMW dealership. H.T. portrayed the role of M.J. and D.P. continued pretending to be C.E., each signing all documents with their fraudulent names. The car was financed by BMW Financial Services for \$83,418.87 based on the purported guarantee from C.E.

21. Main Line BMW sent the entire lease package for defendant MICAH SOLOMON'S BMW, including the sales contract and signed loan applications, to BMW Financial Services, Dublin, Ohio.

22. On or about August 8, 2005, Main Line BMW received notice that a name, D.F., given by defendant MICAH SOLOMON for a third BMW lease had a stolen identity alert on the credit report. The finance manager notified defendant MICAH SOLOMON that Main Line BMW was not willing to continue business with defendant MICAH SOLOMON and his business and that BMW wanted all cars returned to the dealership.

R&S IMPORTS

23. Defendant MICAH SOLOMON provided the stolen identity of A.P. and accompanying date of birth and social security number to have a car lease processed to get a Mercedes Benz.

24. The true A.P. lives in Florida and had her identity stolen. The true A.P. gave no one permission to buy a car in her name or use her credit and personal information.

25. On or about September 1, 2005, defendant MICAH SOLOMON asked R.E. to play the role of A.P. and sign as a guarantor on a lease of 2006 Mercedes Benz SLK 280 convertible at R&S Imports for ZII Investments. R.E. placed a call to R& S Imports to order the vehicle and apply for financing.

26. Defendant MICAH SOLOMON had fraudulent identification made in the name of A.P. but with the picture of R.E.

27. On or about September 13, 2005, R.E., accompanied by defendant MICAH SOLOMON, picked up the ordered car at R&S Imports and R.E. signed all documents as A.P.

28. Based on the fraudulent representations, the car was financed through Mercedes Benz Credit for \$51,580.92. The transaction documents, including the contract of sale and signed loan application, were sent to Mercedes Benz Credit in Parsippany, New Jersey.

29. On or about September 7, 2005, defendant MICAH SOLOMON asked his father in law, Sa.N. to sign as a guarantor for a Mercedes Benz S500V for ZII Investments. The loan application in the name of Sa.N. falsely stated that Sa.N. was the Chief Financial Officer of ZII Investments and had worked there for four years. At the time of the application, Sa.N. worked, as he had continuously, for SEPTA full-time. Based on the false representations, the vehicle was financed through Mercedes Benz Credit for \$81,218.46. The transaction documents, including the sale contract and loan application were sent to Mercedes Benz Credit in Parsippany, New Jersey.

30. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, the defendant

MICAH SOLOMON

for the purpose of executing the scheme described above and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by mail according to the directions thereon the mailing described below for each count, each mailing constituting a separate count:

COUNT	DATE	DESCRIPTION
7	August 4, 2005	Transaction documents for 2006 BMW 750 Li, in the name of C.E and ZII Investments, from Main Line BMW, Bala Cywyd, Pennsylvania to BMW Financial Services, Dublin, Ohio via DHL commercial mail service.
8	September 7, 2005	Transaction documents for Mercedes Benz S500V, in the name of Sa.N. and ZII Investments, from R&S Imports, Fort Washington, Pennsylvania to Mercedes Benz Credit, Parsippany, New Jersey, via DHL commercial mail service.

9	September 13, 2005	Transaction documents for a 2006 Mercedes Benz SLK280 convertible, in the name of A.P. and ZII Investments, from R&S Imports, Fort Washington, Pennsylvania to Mercedes Benz Credit, Parsippany, New Jersey, via DHL commercial mail service.
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All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT TEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Counts One through Five are incorporated here.

At all times material to this indictment:

2. PNC Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 6384.

3. Millenium Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 34924.

4. Harleysville National Bank and Trust Company was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 7516.

5. CMC Properties, with defendant MICAH SOLOMON as Chief Executive Officer, maintained business and money market accounts at PNC Bank.

6. Commonwealth Agency was a Title Company located in Blue Bell, Pennsylvania.

7. On or about April 30, 2004, Commonwealth Agency reported to police that company checks were stolen. Commonwealth Agency checks were drawn on Millenium Bank which is currently owned and operated by Harleysville National Bank.

8. From in or about March, 2004 through in or about April, 2004, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud PNC Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

9. Defendant, MICAH SOLOMON deposited seven stolen and falsely endorsed Commonwealth Agency checks in the CMC Properties business account at the Tincum branch of PNC Bank on the dates and in the amounts listed below:

DATE	AMOUNT	CHECK NUMBER
March 23, 2004	\$48,539.47	1068
April 1, 2004	\$62,085.34	1060
April 1, 2004	\$57,877.59	1070
April 18,2004	\$36,188.53	1268
April 18, 2004	\$47,596.87	1269
April 20, 2004	\$69,571.04	0856
April 20, 2004	\$73,715.94	0858

10. Millenium Bank which is currently owned and operated by Harleysville National Bank sustained a loss of \$395,574.78.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT ELEVEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Counts One through Five are incorporated by here.
2. Everbank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 34775.
3. On or about July 29, 2004 in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAHA SOLOMON

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud Everbank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

4. Defendant MICAHA SOLOMON completed a bank account application via the internet with Everbank, an on-line banking company. Defendant SOLOMON completed the account application in the name of Major Construction, LLC using his name and the name of R.P.
5. Defendant MICAHA SOLOMON sent a Commonwealth Agency Check, number 0857, in the amount of \$171,295.54, in the name of R.P., to be deposited into the Major Construction, LLC account at Everbank along with a signed print out of the on-line application.
6. Everbank refused payment on the check because it was reported stolen.

7. R.P., who is not associated with Major Construction, LLC, did not know that defendant MICAH SOLOMON had put his name on a check defendant SOLOMON was trying to pass.

8. The true R.P. did not sign the check and did not give permission to defendant MICAH SOLOMON to sign R.P. on the check.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT TWELVE

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Counts One through Five are incorporated here.
2. Commerce Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 21140.
3. On or about April 15, 2005 through on or about April 19, 2005, in Plymouth Township, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud Commerce Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

4. On or about April 15, 2005, defendant MICAH SOLOMON opened a Commerce business account in the name of USA Legal Services. Defendant SOLOMON deposited two checks in the amount of \$5,000 each, for a total of \$10,000, in the name of USA Legal Services to open the account.
5. Both of the two checks deposited by defendant MICAH SOLOMON to open the business account of USA Legal Services were counterfeit.
6. On April 19, 2005, defendant MICAH SOLOMON returned to Commerce Bank and, using a temporary check from the new business account of USA Legal Services,

attempted to withdrawal \$6,577.56. The transaction was denied.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT THIRTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Counts One through Five are incorporated here.
2. Wachovia Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 33869.
3. From on or about April 8, 2004 through on or about May 23, 2004, in Montgomery County, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud Wachovia Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

4. On or about April 8, 2004, defendant MICAH SOLOMON opened a Wachovia bank account, # 2000023224874, by phone in the name of Major Construction, LLC. Defendant SOLOMON listed R.P. as the authorized signator on the account.
5. R.P. did not give permission to defendant MICAH SOLOMON to use his name and he has never been associated with Major Construction, LLC.
6. On May 20, 2004, defendant MICAH SOLOMON deposited a check to the Wachovia Major Construction account in the amount of \$12,000. This check was drawn on the account of CMC Properties, LLC at PNC Bank, account #8604674838, check #1172. The

check was signed by defendant MICAH SOLOMON. The check was returned for insufficient funds.

7. On or about May 21, 2004, check #1026, was written on the Major Construction account for \$6,000 and signed in the name of R.P. This check was deposited into the personal account under the name of R.P. at Wachovia Bank.

8. The true R.P. never had accounts with Wachovia Bank.

9. On May 22, 2004, check #1001, was written from the personal account of R.P. in the amount of \$4,300, payable to defendant MICAH SOLOMON. This check was cashed at the Rising Sun Wachovia Bank branch by defendant SOLOMON.

10. Wachovia Bank sustained a loss of \$10,300.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FOURTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Counts One through Five are incorporated here.
2. Republic First Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, certificate no. 27332.
3. From on or about August 24, 2005 through on or about September 1, 2005, in Montgomery County, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud Republic First Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

4. On or about August 24, 2005, defendant MICAH SOLOMON had R.E. open a business account in the name of ZII Investments at First Republic Bank. Defendant SOLOMON arranged for R.E. to get fake identification and a social security card in the name of E.T. The true E.T. did not give permission for the use of her identity. The true E.T. had no connection with ZII Investment.
5. R.E. opened the account using the name of E.T for ZII Investments with three documents: a letter from defendant SOLOMON , as Chief Executive Officer, authorizing the account; the company's operating agreement signed by defendant SOLOMON and A.S, defendant SOLOMON'S wife as Chief Financial Officer; and an Authorization Resolution

stating that E.T and A.S. have authorization to deposit checks, endorse checks, and make withdrawals.

6. The account was open with a check for \$87,687.46, from a settlement of a property transaction for 222B S. Bonsall Street, Philadelphia.

7. On or about September 1, 2005, H.T. cashed a check for \$20,000 drawn on the ZII account signed by E.T.

8. On or about September 1, 2005 Republic First Bank closed the account.

In violation of Title 18, United States Code, Sections 1344 and 2

COUNT FIFTEEN

THE GRAND JURY FURTHER CHARGES THAT:

From in or about July, 2005 through in or about September, 2005 in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed, and used, and aided and abetted the transfer, possession and use of, a means of identification of another person, that is, the name, social security number, and date of birth of C.E. during and in relation to a wire fraud, mail fraud, and bank fraud, in violation of Title 18, United States Code, Sections 1341, 1343, and 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c) (5) and 2.

COUNT SIXTEEN

THE GRAND JURY FURTHER CHARGES THAT:

From in or about July, 2005 through in or about September, 2005 in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed and used, and aided and abetted the transfer, possession, and use of, a means of identification of another person, that is, the name, social security number, and date of birth, of M.J. during and in relation to a wire fraud, mail fraud, and bank fraud, in violation of Title 18, United States Code, Sections 1341, 1343, and 1344. .

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT SEVENTEEN

THE GRAND JURY FURTHER CHARGES THAT:

In or about September, 2005, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed, and used, and aided and abetted the transfer, possession, and use of, a means of identification of another person, that is, the name, social security number, and date of birth of A.P. during and in relation to a mail fraud, in violation of Title 18, United States Code, Section 1341.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT EIGHTEEN

THE GRAND JURY FURTHER CHARGES THAT:

From in or about August, 2005 through in or about November, 2005, in Philadelphia in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed, and used, and aided and abetted the transfer, possession and use of, a means of identification of another person, that is, the name, social security number, date of birth of W.H. during and in relation to a bank fraud, in violation of Title 18, United States Code, Section 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT NINETEEN

THE GRAND JURY FURTHER CHARGES THAT:

From in or about July, 2005 through in or about October, 2005, in Philadelphia in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed, and used, and aided and abetted the transfer, possession and use of, a means of identification of another person, that is, the name, social security number, and date of birth of A.Z. during and in relation to a wire fraud and mail fraud, in violation of Title 18, United States Code, Sections 1341 and 1343

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT TWENTY

THE GRAND JURY FURTHER CHARGES THAT:

From in or about April, 2004 through in or about July, 2004, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed and used a means of identification of another person, that is, the name, social security number, and date of birth of R.P. during and in relation to bank fraud, in violation of Title 18, United States Code, Section 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT TWENTY-ONE

THE GRAND JURY FURTHER CHARGES THAT:

From in or about August, 2005 through in or about September, 2005, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly and without lawful authority transferred, possessed and used, and aided and abetted the transfer, possession and use of a means of identification of another person, that is, the name, social security number, and date of birth of E.T. during and in relation to a bank fraud, in violation of Title 18, United States Code, Section 1344.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

COUNT TWENTY-TWO

THE GRAND JURY FURTHER CHARGES THAT:

At all times material to this indictment:

1. Paragraphs 1 through 4 of Counts One through Five are incorporated here.

2. Fremont Investment and Loan was a financial institution located in California, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 25653.

3. On or about November 2, 2005, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly made, caused to be made, and aided and abetted the making of, with D.W and others known and unknown to the Grand Jury, a false statement to Fremont Investment and Loan (“Fremont”) for the purpose of influencing the actions of Fremont upon a loan, that is, a \$479,506 first loan and a \$119,980 second loan, for the purchase of the property at 2335-2337 Carpenter Street, Philadelphia, Pennsylvania, in that defendant MICAH SOLOMON and D.W. and others known and unknown to the Grand Jury, caused to be submitted and aided the submission of a false loan application in which D.W. represented that he worked as an investment broker for ZII Investments for the past 10 years and that his gross monthly income from ZII Investments was \$38,361 when, as defendant MICAH SOLOMON knew, D.W. was not employed at ZII Investments and did not make \$38,361 per month.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-THREE

THE GRAND JURY FURTHER CHARGES THAT:

At all times material to this indictment:

1. Paragraphs 1 through 4 of Counts One through Five are incorporated here.
2. J.P. Morgan Chase, N.A. was a financial institution located in Illinois, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 628.
3. On or about January 10, 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly made and caused to be made, and aided and abetting the making of, with D.W. and others known and unknown to the Grand Jury, to J.P. Morgan Chase, N.A. a false statement for the purpose of influencing the actions of J.P. Morgan Chase, N.A. upon a loan, that is, a \$685,837.05 loan for the purchase of the property at 2341 Buckingham Run Court, Orlando, Florida, in that defendant MICAH SOLOMON and D.W. and others known and unknown to the Grand Jury, caused to be submitted and aided the submission of a false loan application in which D.W. represented that he worked as an investment broker for ZII Investments for the past 10 years and that his gross monthly income from ZII Investments was \$38,361 when, as defendant MICAH SOLOMON knew, D.W. was not employed at ZII Investments and did not make \$38,361 per month.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-FOUR

THE GRAND JURY FURTHER CHARGES THAT:

At all times material to this indictment:

1. Paragraphs 1 through 4 of Counts One through Five are incorporated here.
2. Bank of New York was a financial institution located in New York, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 639.
3. On or about January 10, 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly made and caused to be made, and aided and abetting the making of, with D.W. and others known and unknown to the Grand Jury, to Bank of New York, a false statement for the purpose of influencing the actions of Bank of New York upon a loan, that is, a \$167,858.54 loan for the purchase of the property at 2341 Buckingham Run Court, Orlando, Florida, in that defendant MICAH SOLOMON and D.W. and others known and unknown to the Grand Jury, caused to be submitted and aided the submission of a false loan application in which D.W. represented that he worked as an investment broker for ZII Investments for the past 10 years and that his gross monthly income from ZII Investments was \$38,361 when, as defendant MICAH SOLOMON knew, D.W. was not employed at ZII Investments and did not make \$38,361 per month.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-FIVE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this indictment:

1. Paragraphs 1 through 4 of Counts One through Five are incorporated here.
2. Bank of New York was a financial institution located in New York, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 639.
3. On or about September 26, 2005, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly made and caused to be made, and aided and abetted the making of, with D.A-H and others known and unknown to the Grand Jury, a false statement to Bank of New York for the purpose of influencing the actions of Bank of New York upon a loan, that is, a \$401,063.45 loan for the purchase of the property at 7973 Lake Nellie Road, Clermont, Florida, in that defendant MICAH SOLOMON and D.A-H. and others known and unknown to the Grand Jury, caused to be submitted and aided the submission of a false loan applications in which D.A-H. represented that D.H-S worked as an investment broker for ZII Investments for the past 5 years and her gross monthly income from ZII Investments was \$15,000 when, as the defendant MICAH SOLOMON and D.A-H. knew, D.H-S was not employed at ZII Investments and does not make \$15,000 per month.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-SIX

THE GRAND JURY FURTHER CHARGES THAT:

At all times material to this indictment:

1. Paragraphs 1 through 4 of Counts One through Five are incorporated here.
2. Key Bank Great Lakes was a financial institution located in Ohio, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 17534.
3. On or about December 30, 2004 in Montgomery County and Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICAH SOLOMON

knowingly made and caused to be made, and aided and abetted the making of, with others known and unknown to the Grand Jury, a false statement to Key Bank Great Lakes, (“Key Bank”) for the purpose of influencing the actions of Key Bank upon a loan, that is, a loan, that is, a \$229,500 loan for the purchase of the property at 7416 Barclay Road, Cheltenham, Pennsylvania, in that defendant MICAH SOLOMON and others known and unknown to the Grand Jury, caused to be submitted and aided the submission of a false loan application in which the defendant submitted fraudulent documents including pay stubs and an Internal Revenue Service Form W-2 representing that the defendant worked as a construction manager for CMC Properties for the past 10 years and that his gross monthly income from CMC Properties \$6,472 when, as the defendant MICAH SOLOMON knew, the documents were fraudulent.

In violation of Title 18, United States Code, Sections 1014 and 2.

NOTICE OF FORFEITURE ONE

THE GRAND JURY FURTHER CHARGES:

_____ 1. As a result of the violation(s) of Title 18, United States Code, Sections 1341, 1343 and 1344, affecting a financial institution, described in Counts One through Six and Ten through Fourteen of this Indictment, the defendant

MICAH SOLOMON

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds defendant obtained directly or indirectly, as a result of said violation(s), including, but not limited to the following:

- A. The sum of \$2,922,088.46 in United States currency (forfeiture money judgment), and
- B. 222B South Bonsall Street, Philadelphia, Pennsylvania.
- C. 2335-2337 Carpenter Street Philadelphia, Pennsylvania.
- D. 2341 Buckingham Run Court, Orlando, Florida.
- E. 6707 N. 7th Street, Philadelphia, Pennsylvania.

2. If any of the property 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 party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

NOTICE OF FORFEITURE TWO

THE GRAND JURY FURTHER CHARGES THAT:

_____ 1. As a result of the violation(s) of Title 18, United States Code, Sections 1341 and 1014, described in Counts Seven through Nine and Twenty-Two through Twenty-Six of this Indictment, the defendant

MICAH SOLOMON

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to any offense constituting "specified unlawful activity," i.e., mail fraud and false statement in loan application, including, but not limited to the following:

- A. The sum of \$2,297,329.42 in United States currency (forfeiture money judgment), and
- B. 2335-2337 Carpenter Street Philadelphia, Pennsylvania.
- C. 2341 Buckingham Run Court, Orlando, Florida.
- D. 7416 Barclay Road, Cheltenham, Pennsylvania.
- E. 7973 Lake Nellie Drive, Clermont, Florida.

2. If any of the property 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 party;

- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty; it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
United States Attorney