

ORIGINAL

UNITED STATES DISTRICT COURT

for the

Southern District of New York

United States of America

v.
John Reimer

)
)
)
)
)
)

Case No. 17 Cr. ()

17 CRIM 728

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay (name of person to be arrested) John Reimer, who is accused of an offense or violation based on the following document filed with the court:

- Indictment, Superseding Indictment, Information, Superseding Information, Complaint, Probation Violation Petition, Supervised Release Violation Petition, Violation Notice, Order of the Court

This offense is briefly described as follows:

Bank Fraud (Title 18, United States Code, Sections 1344 and 2)
Wire Fraud (Title 18, United States Code, Sections 1343 and 2)

Date: 11/29/2017

Issuing officer's signature

City and state: New York, New York

Printed name and title

Return

This warrant was received on (date) and the person was arrested on (date) at (city and state)

Date: Arresting officer's signature

Printed name and title

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ORIGINAL

- - - - - X

UNITED STATES OF AMERICA

:
: SEALED INDICTMENT

- v. -

: 17 Cr. ____ ()

JOHN REIMER,

:
: **17 CRIM 820**

Defendant.

- - - - - X

COUNT ONE

(Bank Fraud)

The Grand Jury charges:

Background

1. At all times relevant to this Indictment:

a. JOHN REIMER, the defendant, was the vice-president and comptroller of a mortgage-lending institution (the "Mortgage Bank"). REIMER participated in a scheme to defraud several financial institutions (the "Warehouse Banks") by causing the Warehouse Banks to provide funds to the Mortgage Bank, ostensibly to fund mortgage loans, based on false and fraudulent documentation and representations made and provided by REIMER to the Warehouse Banks.

b. The Mortgage Bank was a New York corporation with its principal place of business in Nassau County, New York

that, among other things, was in the business of providing mortgage loans for residential properties ("Loans").

c. The Mortgage Bank was a party to agreements (the "Warehouse Agreements") with the Warehouse Banks. Pursuant to the Warehouse Agreements, the Warehouse Banks advanced sums to the Mortgage Bank, via interstate wire transfer, so that the Mortgage Bank could fund Loans (the "Warehouse Advances"). These wires and wire instructions crossed state lines and through Manhattan, New York.

d. Once a Loan closed, the Mortgage Bank typically sold the loan to an investor and used the proceeds of the sale to re-pay the Warehouse Bank for the Warehouse Advance.

e. At all times relevant to this Indictment, the Warehouse Banks were "financial institutions" as defined by Title 18, United States Code, Section 20(1), because they were insured depository institutions (as defined in section 3(c)(2) of the Federal Deposit Insurance Act).

The Scheme to Defraud

2. In order to obtain a Warehouse Advance for a particular Loan, the Mortgage Bank was required, among other things, to provide the Warehouse Bank with certain documents and information about the Loan. In addition, the notes and mortgages executed by

the residential mortgagors were provided to the Warehouse Banks as collateral for the Warehouse Advances.

3. JOHN REIMER, the defendant, was responsible, on behalf of the Mortgage Bank, for providing the Warehouse Banks with the information and documents necessary to obtain the Warehouse Advances.

4. With respect to certain Loans, JOHN REIMER, the defendant, "double-pledged" residential properties by obtaining multiple Warehouse Advances from more than one Warehouse Bank to fund the same Loan, thus misleading each Warehouse Bank into believing that the Warehouse Advance it made to the Mortgage Bank was fully collateralized.

5. With respect to certain Loans, JOHN REIMER, the defendant, falsely represented to the Warehouse Banks that the Loans were going to close imminently, when, in fact, such Loans were not imminently close to closing at the time the Warehouse Advances were made. In some cases, the Loans never closed, but the Mortgage Bank nevertheless retained the Warehouse Advances made for those particular Loans. In other cases, the Loans did close, but the Mortgage Bank used those Warehouse Advances to repay other Warehouse Advances.

6. In furtherance of the scheme, JOHN REIMER, the defendant, provided the Warehouse Banks with fraudulent documents, including mortgage notes on which REIMER falsified the signatures of the purported residential mortgagors.

7. As part of the scheme, JOHN REIMER, the defendant, caused the Warehouse Banks to wire Warehouse Advances to the Mortgage Bank by means of fraudulent misrepresentations. Among those Warehouse Advances were wires of: (a) \$361,755 on or about November 5, 2008; (b) \$305,760 on or about December 10, 2008; (c) \$554,225 on or about December 23, 2008; (d) \$274,215 on or about December 29, 2008; (e) \$294,000 on or about January 12, 2009; (f) \$444,230 on or about January 13, 2009; and (g) \$290,170 on or about January 13, 2009. These wires are just examples. From November 2008 through January 2009, REIMER used fraudulent misrepresentations to cause the Warehouse Banks to wire the Mortgage Company at least over \$12 million.

Statutory Allegation

8. From at least in or about 2008, through in or about at least January 2009, in the Southern District of New York and elsewhere, JOHN REIMER, the defendant, knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions and to obtain the moneys, funds, credits, assets,

securities, and other property owned by, and under the control and custody of, financial institutions, by means of false and fraudulent pretenses, representations and promises, to wit, REIMER "double-pledged" certain properties to more than one Warehouse Bank to fund the same loan and provided false documentation to Warehouse Banks in order to obtain loans, as described above, which caused such Warehouse Banks to send money via interstate wire, which wires passed through the Southern District of New York.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT TWO

(Wire Fraud)

9. The allegations set forth in paragraphs 1 through 8 are repeated and realleged herein.

10. From at least in or about 2008, through in or about at least January 2009, in the Southern District of New York and elsewhere, JOHN REIMER, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire communication in interstate commerce, writings, signals and sounds for the purpose of executing such scheme and artifice, and aided and abetted the same, thereby affecting a financial institution,

to wit, REIMER "double-pledged" certain properties to more than one Warehouse Bank to fund the same loan and provided false documentation to Warehouse Banks in order to obtain loans, as described above, which caused such Warehouse Banks to send money via interstate wire, which wires passed through the Southern District of New York

(Title 18, United States Code, Sections 1343 and 2.)

FORFEITURE ALLEGATION

11. As a result of committing the bank fraud offense alleged in Count One of this Indictment and the wire fraud offense alleged in Count Two of this Indictment, JOHN REIMER, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of the offenses alleged in Counts One and Two of this Indictment.

Substitute Assets Provision

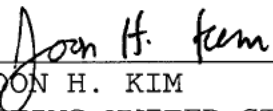
12. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- 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

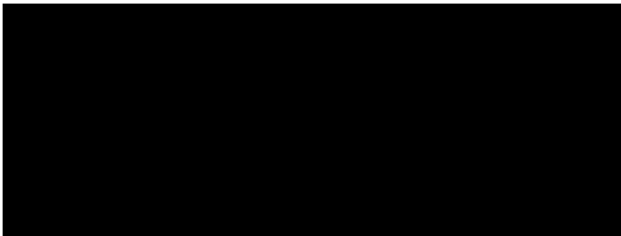
e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

(Title 18, United States Code, Sections 982(a)(2)(A);
Title 21, United States Code, Section 853(p);
and Title 28, United States Code, Section 2461.)



JOON H. KIM
ACTING UNITED STATES ATTORNEY



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JOHN REIMER,

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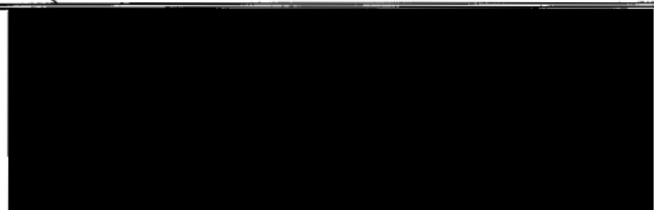
SEALED INDICTMENT

17 Cr. ____ ()

(18 U.S.C. §§ 1343, 1344 and 2.)

JOON H. KIM

Acting United States Attorney.



Nov. 29. 17

Filed Sealed Indictment.

U.S.M.J. Debra Freeman