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STEVEN M. LARIMORE
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

13-80240-CR-MARRA/MATTHEWMAN

Case No._____

18 USC 1341
18 USC 1349

UNITED STATES OF AMERICA,

v.

JASON ANDREW VITULANO, aka "J," "Jay,"
ROBERT HARRY BACON, aka "Robert Draken,"
PETER IAN BROWN, aka "Zipps,"
CHRISTOPHER FRANCISCO DUHARTE, aka "Murda," "Chris Parker,"
BRIAN FLEURIDOR, aka "Flo,"
ARTHUR VINCENT FOGARTY, III, "Art Fogarty,"
NEIL LAWRENCE SACK, aka "Neil Sacks," "Neil Sax,"
GREGORY BRADFORD SMALL, aka "Smalls," "Greg Smalls,"
JEFFREY CHARLES LEROY TAYLOR, aka "James Johnson," and
AJAY ALEXANDER THURAISINGHAM, aka "AJ," "Ajay," "Adam Jenson,"

Defendants.
_____/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. Defendant JASON ANDREW VITULANO and a co-conspirator known to the Grand Jury as G. L. operated FHA All Day, Inc., Housing Assistance Law Center, Inc., and Safety Financial Corp. (hereafter collectively referred to as "FHA All Day"), in

Boca Raton, Florida, and later in Deerfield Beach, Florida as high pressure telemarketing operations, also known as "boiler rooms," that purportedly provided loan modification services.

2. VITULANO acted as president of FHA All Day, and directed the overall operations of the company. Along with co-conspirator G. L., defendant ROBERT HARRY BACON was a manager who wrote and edited sales scripts and oversaw the operations of the boiler room.

3. Defendants PETER IAN BROWN, CHRISTOPHER FRANCISCO DUHARTE, BRIAN FLEURIDOR, ARTHUR VINCENT FOGARTY, III, NEIL LAWRENCE SACK, GREGORY BRADFORD SMALL, JEFFREY CHARLES LEROY TAYLOR, and AJAY ALEXANDER THURAISINGHAM (the "managers") were sales managers who each directed the sales efforts of a team of four to eight telemarketers. The managers were responsible for supervising the telemarketers and ensuring their productivity. On occasion, the managers would step in and act as "closers" to finalize a sale.

COUNT 1
Conspiracy

4. Paragraphs 1 through 3 of the General Allegations section are realleged and incorporated as though fully set forth herein.

5. From at least as early as September 2008, and continuing through approximately August 2009, the exact dates being unknown to the Grand Jury, at Palm Beach and Broward Counties, in the Southern District of Florida and elsewhere,

the defendants,

JASON ANDREW VITULANO, aka "J", aka "Jay,"
ROBERT HARRY BACON, aka "Robert Draken,"
PETER IAN BROWN, aka "Zipps,"
CHRISTOPHER FRANCISCO DUHARTE, aka "Murda," "Chris Parker,"
BRIAN FLEURIDOR, aka "Flo,"
ARTHUR VINCENT FOGARTY, III,
NEIL LAWRENCE SACK, aka "Neil Sacks," "Neil Sax,"
GREGORY BRADFORD SMALL, aka "Smalls," "Greg Smalls,"
JEFFREY CHARLES LEROY TAYLOR, aka "James Johnson," and
AJAY ALEXANDER THURAISINGHAM, aka "AJ," "Ajay," "Adam Jenson,"

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with each other and with others known and unknown to the Grand Jury, to commit an offense against the United States, that is, 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 said pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the scheme and artifice did:

(a) knowingly cause to be delivered certain mail matter by the United States Postal Service and by private and commercial interstate carrier, according to the directions thereon, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1341, and

(b) knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications certain signals and sounds, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

6. It was the purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by collecting advance fees from distressed homeowners purportedly in exchange for obtaining loan modifications, which were, with few exceptions, never obtained.

MANNER AND MEANS OF THE CONSPIRACY

7. Defendant VITULANO and co-conspirator G. L. set up offices in Boca Raton, Florida and later in Deerfield Beach, Florida, which were equipped with numerous telephones used to make sales calls to prospective customers throughout the United States. FHA All Day moved its offices and changed the corporate name several times to avoid law enforcement detection and scrutiny, and to hamper consumer complaints. Although operating under different corporate names, and in two different locations, the boiler room was at all times under the control of defendant VITULANO and his co-conspirator, G. L.

8. Defendants VITULANO and BACON, together with co-conspirator G. L., purchased thousands of "leads" from several sources, which generally provided contact and mortgage information for homeowners who were behind on their mortgage payments.

9. "Leads" were distributed to sales teams to make sales calls, either from printed lead sheets with customer contact information, or through the use of an automatic dialing system that made "robo calls" to distressed homeowners.

10. During the sales calls, telemarketers, acting at the direction of defendant managers, told homeowners they were "approved" or "pre-approved" for a program to

cut their mortgage payments in half and obtain more favorable loan terms. To induce customers to pay advance fees for purported loan modifications, the telemarketers, at the direction of the defendants, made one or more of the following false and fraudulent representations:

(1) the homeowner was approved or pre-approved for a home loan modification;

(2) the homeowner was approved by their "underwriter" to receive a specified reduction, or specified range of reduction, in his or her monthly mortgage payment amount, interest rate, and/or outstanding loan balance;

(3) FHA All Day was a government agency affiliate, or was administering a government program, and had decision-making authority over the loan modification process;

(4) FHA All Day was comprised of a team of "expert attorneys" or "certified bank attorneys" who were experts with an extremely high success record for obtaining home loan modifications, often quoted as 99% success rate;

(5) FHA All Day would stop the foreclosure process and homeowners could stop making mortgage payments while they waited for FHA All Day to finalize their loan modification;

(6) A "forensic loan analysis" would be performed that would reveal errors in the customer's mortgage documents, ensuring that the lender would complete the loan modification; and

(7) FHA All Day would refund the customer's fee if the modification was not successful.

11. The co-conspirators, including the defendants and others known and unknown to the Grand Jury, caused this false and fraudulent information to be provided over the interstate wires to customers, knowing that FHA All Day had no "underwriters" and that the specific loan modification terms promised were all fictitious numbers fabricated on the spot by co-conspirator G. L. or one of the defendant managers.

12. During the conspiracy, the defendants used names and seals that appeared to be government affiliated, and that created the impression that FHA All Day had the authority to effect mortgage modifications. In truth, none of the FHA All Day business entities had any government affiliation, nor did they have any authority to cause reductions in loan interest rates or principal balances.

13. Once the homeowners agreed to pay the fee for the loan modification, FHA All Day employees would fax or email a document package to the homeowner, directing them to return the documents along with sensitive financial information. In almost all cases, FHA All Day would then arrange for Federal Express to pick up payment of the advance fee (preferably in the form of an official bank check) and the documents, which were then delivered back to the FHA All Day offices.

14. The defendants repeatedly claimed to have a "team of expert attorneys" to finalize the "approved" loan modifications. However, because there was no lender approval in place, VITULANO hired attorneys, but never had more than one attorney at a time, to contact the lender and attempt to start the application process. VITULANO paid the attorneys nominal fees for this work, and often there was little or no follow up on the applications. Toward the end of the conspiracy, there was no attorney and defendant JEFFREY CHARLES LEROY TAYLOR took over the processing of files within the FHA All Day offices, occasionally misrepresenting himself to customers as an attorney. During the course of the conspiracy, very few, if any, of the customers ever received a lender-approved permanent loan modification as a result of any work done by FHA All Day or any attorney associated with FHA All Day.

15. When the homeowners called to inquire about the status of their loan modifications, the defendants and their co-conspirators would stall and delay homeowners from contacting the authorities. In many instances, FHA All Day employees claimed they had not received the customers' paperwork, and directed the customers to re-submit paperwork. When the name changed from FHA All Day to Housing Assistance Law Center, VITULANO disconnected all of the phone lines, leaving the customers no way to contact them to check on the status of their loan modifications.

16. Using these materially false and fraudulent pretenses, representations and promises and others, the defendants induced over 2,000 distressed homeowners to pay up front fees totaling over $7 million to FHA All Day.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2 THROUGH 20
Mail Fraud

17. The allegations of paragraphs 1 through 16 are realleged and incorporated herein by reference.

18. From at least as early as September 2008, and continuing through approximately August 2009, the exact dates being unknown to the Grand Jury, at Palm Beach and Broward Counties, in the Southern District of Florida and elsewhere, the defendants,

JASON ANDREW VITULANO, aka "J", aka "Jay,"
ROBERT HARRY BACON, aka "Robert Draken,"
PETER IAN BROWN, aka "Zipps,"
CHRISTOPHER FRANCISCO DUHARTE, aka "Murda," "Chris Parker,"
BRIAN FLEURIDOR, aka "Flo,"

ARTHUR VINCENT FOGARTY, III,
NEIL LAWRENCE SACK, aka "Neil Sacks," "Neil Sax,"
GREGORY BRADFORD SMALL, aka "Smalls," "Greg Smalls,"
JEFFREY CHARLES LEROY TAYLOR, aka "James Johnson,"
AJAY ALEXANDER THURAISINGHAM, aka "AJ," "Ajay," "Adam Jenson,"

did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud others and to obtain money and property by means of material false and fraudulent pretenses, representations and promises, knowing that the pretenses, representations and promises were false and fraudulent when made, and by omissions of material fact, as more particularly described below, and did knowingly cause to be delivered certain mail matter by the United States Postal Service and private and commercial interstate carriers, according to the direction thereon.

OBJECT OF SCHEME TO DEFRAUD

19. It was the purpose and object of the scheme to defraud for the defendants and their co-conspirators to unlawfully enrich themselves by collecting advance fees from distressed homeowners purportedly to obtain loan modifications for the homeowners, which were, with few exceptions, never obtained.

USE OF THE MAIL

20. On or about the dates enumerated as to each count, at Palm Beach and Broward Counties, in the Southern District of Florida, and for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, the defendants enumerated as to each count below did knowingly cause to be delivered mail matter by the United States Postal Service and by private or commercial interstate carrier, by causing payments of advance fees and documents to be sent back to the

FHA All Day offices by customers as described below:

Count	Defendant	Date	Description of Mail Matter
2	ROBERT HARRY BACON, JASON ANDREW VITULANO	2/12/09	$1,250 sent by T. B. via Federal Express from Minneapolis MN to Boca Raton FL
3	ROBERT HARRY BACON, JASON ANDREW VITULANO	2/12/09	$2,900 sent by J. F. via Federal Express from Miami FL to Boca Raton FL
4	CHRISTOPHER FRANCISCO DUHARTE, JASON ANDREW VITULANO	3/06/09	$2,800 sent by E. A. via Federal Express from Farmington MN to Boca Raton FL
5	BRIAN FLEURIDOR, JASON ANDREW VITULANO	3/09/09	$2,800 sent by T. E. via Federal Express from Alachua FL to Boca Raton FL
6	JEFFREY CHARLES LEROY TAYLOR, JASON ANDREW VITULANO	3/11/09	$3,000 sent by K. H. via Federal Express from Spotsylvania VA to Boca Raton FL
7	PETER IAN BROWN, JASON ANDREW VITULANO	4/17/09	$3,100 sent by G. O. via Federal Express from Lunenburg MA to Boca Raton FL
8	GREGORY BRADFORD SMALL, JEFFREY CHARLES LEROY TAYLOR, JASON ANDREW VITULANO	5/21/09	$2,000 sent by M. H. via Federal Express from Savannah GA to Deerfield Beach FL
9	JEFFREY CHARLES LEROY TAYLOR, JASON ANDREW VITULANO	5/22/09	$2,500 sent by L. E. via Federal Express from Sarasota FL to Deerfield Beach FL
10	NEIL LAWRENCE SACK, JASON ANDREW VITULANO	6/04/09	$4,900 sent by R. T. via Federal Express from Fisherville KY to Deerfield Beach FL
11	AJAY ALEXANDER THURAISINGHAM,	6/05/09	$2,800 sent by B. B. via Federal Express from Boynton Beach FL to Deerfield

Count	Defendant	Date	Description of Mail Matter
	JASON ANDREW VITULANO		Beach FL
12	CHRISOPHER FRANCISCO DUHARTE, JASON ANDREW VITULANO	6/09/09	$2,500 sent by J. M. via Federal Express from Granger IN to Deerfield Beach FL
13	PETER IAN BROWN, JASON ANDREW VITULANO	6/12/09	$2,500 sent by A. A. via Federal Express from Reston VA to Deerfield Beach FL
14	BRIAN FLEURIDOR, JASON ANDREW VITULANO	6/29/09	$2,500 sent by R. T. via Federal Express from Brockton MA to Deerfield Beach FL
15	NEIL LAWRENCE SACK, JASON ANDREW VITULANO	6/29/09	$2,800 sent by V. N. via Federal Express from Scarsdale NY to Deerfield Beach FL
16	ARTHUR VINCENT FOGARTY, JASON ANDREW VITULANO	7/06/09	$2,500 sent by W. B. via Federal Express from Brooklyn Center MN to Deerfield Beach FL
17	ARTHUR VINCENT FOGARTY, JASON ANDREW VITULANO	7/07/09	$2,800 sent by R. B. via Federal Express from Baltimore MD to Deerfield Beach FL
18	AJAY ALEXANDER THURAISINGHAM, JASON ANDREW VITULANO	7/09/09	$2,500 sent by C. S. via Federal Express from Jacksonville FL to Deerfield Beach FL
19	AJAY ALEXANDER THURAISINGHAM, JASON ANDREW VITULANO	7/10/09	$2,500 sent H. B. via Federal Express from St. Peters MO to Deerfield Beach FL
20	GREGORY BRADFORD SMALL, JASON ANDREW VITULANO	7/22/09	$2,500 sent by M. B. via Federal Express from Goldsboro NC to Delray Beach FL

All in violation of Title 18, United States Code, Section 1341.

A TRUE BILL

FOREPERSON

WIFREDO A. FERRER
UNITED STATES ATTORNEY

LAUREN E. JORGENSEN
ASSISTANT UNITED STATES ATTORNEY