

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

UNITED STATES OF AMERICA

v.

INFORMATION

**LAWRENCE ALLEN WRIGHT
a/k/a "Larry A. Wright"**

3:13cr101LAC

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE

A. INTRODUCTION

At all times material to this Information:

1. Beach Community Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation ("FDIC").
2. GulfSouth Private Bank ("GulfSouth") was a financial institution, the deposits of which were insured by the FDIC. On or about September 25, 2009, GulfSouth received a total of \$7,500,000 in Troubled Asset Relief Program ("TARP") funds from the United States Treasury. On or about October 19, 2012, the Florida Office of Financial Regulation closed GulfSouth and the FDIC was named receiver. On the date GulfSouth was closed, GulfSouth had failed to repay the United States Treasury the \$7,500,000 in outstanding TARP funds.

FILED IN OPEN COURT THIS
10/29/13
CLERK, U. S. DISTRICT
COURT, NORTH DIST. FLA

3. Regions Bank was a financial institution, the deposits of which were insured by the FDIC.

4. Countrywide Home Loans, Inc. (“Countrywide”), was a mortgage lender. In or about January 2008, Bank of America, N.A. (“Bank of America”), acquired certain assets of Countrywide, which included certain mortgage loans. Bank of America was a financial institution, the deposits of which were insured by the FDIC.

5. On or about April 12, 1996, Wright & Associates of Northwest Florida, Inc. (“Wright & Associates”), was incorporated in the State of Florida. Defendant **LAWRENCE ALLEN WRIGHT, a/k/a “Larry A. Wright” (“LARRY A. WRIGHT”)** was identified as the registered agent and director.

6. On or about March 11, 2004, Bluewater Real Estate Investments, L.L.C. (“Bluewater Real Estate”), was incorporated in the State of Florida. At the time of incorporation, R.M.C. was identified as the registered agent. On or about March 14, 2005, defendant **LARRY A. WRIGHT** was identified as the president. Thereafter, **WRIGHT** became the registered agent and held that position until on or about March 22, 2012, when R.M.C. resumed the position of registered agent.

7. On or about February 16, 2005, The Preserve at Inlet Beach, L.L.C. (“The Preserve”), was incorporated in the State of Florida. R.M.C. was identified as the registered agent.

8. On or about September 21, 2005, Beach Title Services, L.L.C. (“Beach Title”), was incorporated in the State of Florida. R.M.C. was identified as the registered agent and manager until on or about December 21, 2011.

9. On or about February 28, 2008, LTAAS Hospitality, L.L.C. (“LTAAS Hospitality”), was incorporated in the State of Alabama. Defendant **LARRY A. WRIGHT** was identified as a member.

10. The real property known as Lot 6, Preserve at Inlet Beach, which was also known as 60 Willow Mist Road, Panama City Beach, Florida (“60 Willow Mist Road”), was located in the Northern District of Florida.

11. The real property known as Lot 44, Preserve at Inlet Beach, which was also known as 165 Willow Mist Road, Panama City Beach, Florida (“165 Willow Mist Road”), was located in the Northern District of Florida.

12. The real property known as Lot 1, Inlet Beach Lot 54, which was also known as 32 North Winston Lane, Rosemary Beach, Florida (“32 North Winston Lane”), was located in the Northern District of Florida.

13. The residence 4276 Wild Boar Run, Niceville, Florida (“4276 Wild Boar Run”), was located in the Northern District of Florida.

14. The residence 3892 Sand Dune Court, Destin, Florida (“3892 Sand Dune Court”), was located in the Northern District of Florida.

15. The real property known as Lot 4, Inlet Beach Lot 54, which was also known as 58 Winston Lane North, Rosemary Beach, Florida, was located in the Northern District of Florida.

16. Lunsford Air Conditioning & Hearing, Inc. (“Lunsford Air Conditioning”), was an air conditioning company located in Milton, Florida.

B. THE CHARGE

Between on or about November 1, 2005, and on or about July 1, 2011, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did knowingly and willfully conspire, combine, confederate, and agree with other persons to commit offenses against the United States, namely:

1. 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 by the use of the United States Postal Service, and by any private and commercial interstate carrier, by mailing, and causing to be delivered, some mail matter, for the purpose of executing the scheme and artifice to defraud, and to obtain money and property by materially false and fraudulent pretenses, representations, and promises, and this conduct affected a financial institution, in violation of Title 18, United States Code, Section 1341; and

2. to execute and attempt to execute a scheme and artifice to defraud a federally insured financial institution, namely, Bank of America, and to obtain moneys owned by and under the custody and control of such financial institution, by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

C. MANNER AND MEANS

It was part of the scheme to defraud that:

1. Beginning in or about November 2005, defendant **LARRY A. WRIGHT** solicited L.C., J.K., L.K., R.B., and E.B. to purchase the unimproved lots located at 60 Willow Mist Road, 165 Willow Mist Road, and 32 North Winston Lane.

2. While soliciting these purchasers, **WRIGHT** made the following types of representations to the purchasers: the purchasers' monthly loan payments would be paid by **WRIGHT** or Wright & Associates; **WRIGHT** had third party individuals willing to buy the properties after homes were built on the lots; once the properties sold to the third parties, **WRIGHT** would share a portion of the proceeds with the purchasers; the purchasers' earnest money deposit ("EMD") would either be paid for by **WRIGHT** or in the event the purchaser paid the EMD, it would be returned to the purchaser following closing; and, **WRIGHT** would pay any cash due at closing. Subsequent thereto, contracts were signed by the purchasers for **WRIGHT** and his company, Wright & Associates, to build houses on the properties.

3. Thereafter, L.C., J.K., L.K., R.B., and E.B obtained mortgage loans from Countrywide to fund their purchases of the lots and the construction of residences on the lots by defendant **LARRY A. WRIGHT** and Wright and Associates, that is, L.C. obtained a loan for 60 Willow Mist Road; J.K. and L.K. obtained a loan for 165 Willow Mist Road; and, R.B. and E.B. obtained a loan for 32 North Winston Lane.

4. In the purchasers' loan applications submitted to Countrywide, false representations overstating the purchasers' base monthly income were made.

5. Once the loans closed, that is, between on or about January 1, 2006, and continuing through on or about August 1, 2009, defendant **LARRY A. WRIGHT** and his company Wright & Associates sought draws on the loans from Countrywide and then Bank of America. The money was then transferred to Wright & Associates' bank account or to Beach Title's bank account, and then transferred to Wright & Associates' bank account.

6. Thereafter, because payments were not being made on the mortgage loans, Bank of America either initiated foreclosure proceedings on the subject property or approved short sales so the properties could be sold to a third party.

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

COUNT TWO

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 and C1 through C6 of Count One are incorporated by reference as if fully set forth herein.

B. THE CHARGE

Between on or about November 1, 2005, and on or about July 1, 2011, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did knowingly combine, conspire, confederate, and agree together and with other persons to conduct and attempt to conduct financial transactions affecting interstate and foreign commerce, that is, involving the movement of funds by wire or other means, involving one or more monetary instruments, and involving the transfer of title to any real property,

which funds were in fact derived from a specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341, and bank fraud, in violation of Title 18, United States Code, Section 1344, with the intent to promote the carrying on of these specified unlawful activities as charged in this Information, and to conceal and disguise the nature, location, source, ownership, and control of the proceeds of this specified unlawful activity as charged in this Information, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 1956(a)(1)(B)(i).

All in violation of Title 18, United States Code, Section 1956(h).

COUNT THREE

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 of Count One are incorporated by reference as if fully set forth herein.

B. THE CHARGE

On or about August 23, 2006, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did execute and attempt to execute a scheme and artifice to defraud a federally insured financial institution, Regions Bank, to obtain moneys owned by and under the custody and control of such financial institution, by means of materially false and fraudulent pretenses, representations, and promises, to obtain a mortgage loan on 4276 Wild Boar Run.

C. MANNER AND MEANS

1. Beginning on or about January 1, 2003, through on or about January 1, 2010, defendant **LARRY A. WRIGHT** instructed and caused E.B. and others to sign S.M.W.'s name on various legal documents without S.M.W.'s knowledge and permission. The legal documents included, but were not limited to, the following: mortgage loan documents, cross-collateralization agreements, promissory notes, and tax returns.

2. Thereafter, the legal documents were submitted to financial institutions, filed with clerks of court, submitted to businesses located in the Northern District of Florida, and submitted to the Internal Revenue Service. At various times, the legal documents were mailed and delivered by the use of the United States Postal Service, and by private and commercial interstate carrier.

3. After obtaining the loans issued, defendant **LARRY A. WRIGHT** stopped making payments on the loans and lines of credit, which resulted in foreclosures and civil actions being initiated.

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

COUNT FOUR

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 of Count One, and paragraphs C1 and C3 of Count Three, are incorporated by reference as if fully set forth herein.

B. THE CHARGE

On or about April 20, 2007, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did execute and attempt to execute a scheme and artifice to defraud a federally insured financial institution, Beach Community Bank, to obtain moneys owned by and under the custody and control of such financial institution, by means of materially false and fraudulent pretenses, representations, and promises, to obtain a real estate mortgage on 3892 Sand Dune Court.

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

COUNT FIVE

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 of Count One, and paragraphs C1 and C3 of Count Three, are incorporated by reference as if fully set forth herein.

B. THE CHARGE

On or about December 31, 2009, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did knowingly, willfully, and with intent to defraud, devise, and intend to devise a scheme and artifice to defraud by means of false and fraudulent pretenses, representations, and

promises related to a material fact, and for the purpose of executing and in order to effect the scheme and artifice, did cause to be sent, delivered, and moved by the United States Postal Service, and by any private and commercial interstate carrier, that is, two Unconditional and Irrevocable Guaranties of Payment reflecting an obligation of S.M.W. to pay a total of approximately \$93,025 to Lunsford Air Conditioning.

C. MANNER AND MEANS

1. In or about July 2008, defendant **LARRY A. WRIGHT** entered into an agreement and subsequently obtained air conditioners and an air conditioning system from Lunsford Air Conditioning for approximately \$144,000. The air conditioners were installed at a hotel located at 1130 Joaneen Drive, Saraland, Alabama.

2. In or about May 2009, defendant **LARRY A. WRIGHT** failed to make payments to Lunsford Air Conditioning for the air conditioning system. In or about June 2009, Lunsford Air Conditioning filed a verified statement of lien with the Alabama Judge of Probate to secure **WRIGHT's** outstanding indebtedness of approximately \$93,300.

3. On or about December 4, 2009, Lunsford Air Conditioning filed a civil complaint in the Circuit Court of Mobile County, Alabama, against defendant **LARRY A. WRIGHT**, LTAAS Hospitality, and Wright & Associates. The civil complaint alleged breach of contract by **WRIGHT**, LTAAS Hospitality, and Wright & Associates, and sought damages in the amount of \$93,300.

4. Thereafter, Lunsford Air Conditioning's representative negotiated a settlement agreement with defendant **LARRY A. WRIGHT** and his representative, R.M.C. Recognizing that and even though S.M.W. was not a party in the matter, Lunsford

Air Conditioning agreed to the settlement because Lunsford Air Conditioning was led to believe that S.M.W. agreed to join in the settlement agreement and that S.M.W. would sign personal guarantees for the outstanding debt owed. The terms of the agreement provided that **WRIGHT** would pay Lunsford Air conditioning \$20,000, that Wright & Associates would execute two promissory notes in the amount of \$87,360.21 and \$5,665, **WRIGHT** would execute two personal guarantees of the promissory notes, and **WRIGHT** would cause S.M.W. to execute two personal guarantees of the promissory notes. The promissory note for \$87,360.21 required monthly payments of \$8,000 beginning February 1, 2010, until November 1, 2010, at which time the entire balance owed became due. The promissory note for \$5,665 required payment in full on or about November 1, 2010.

5. On or about December 30, 2009, Lunsford Air Conditioning's representative, an attorney in Milton, Florida, emailed the settlement agreement, promissory notes, and personal guarantees to defendant **LARRY A. WRIGHT**'s representative's office located in Fort Walton Beach, Florida. Thereafter, **WRIGHT**'s representative's office emailed Lunsford Air Conditioning's attorney notifying him that everything had been signed and would be overnight delivered the following day.

6. On or about December 31, 2009, Lunsford Air Conditioning's representative received the following documents via overnight delivery service: a settlement agreement signed by defendant **LARRY A. WRIGHT** and purportedly signed by S.M.W.; two promissory notes executed by Wright & Associates that were signed by **WRIGHT** as its president; two guarantees of payment signed by **WRIGHT**; and two guarantees of payment purportedly signed by S.M.W.

7. S.M.W. did not agree to become a party to the above-identified matter, and S.M.W. did not agree to enter into the settlement agreement. Further, S.M.W. did not sign any of the aforementioned documents, nor did S.M.W. authorize any individual to sign her name on the documents.

8. Defendant **LARRY A. WRIGHT** and Wright & Associates failed to make payments as agreed upon in the settlement agreement. As a result, on or about June 3, 2010, Lunsford Air Conditioning filed a civil complaint in the Circuit Court of Santa Rosa County, Florida, against **WRIGHT**, Wright & Associates, and S.M.W. On or about June 14, 2010, **WRIGHT** accepted service of the complaint and summons for S.M.W. **WRIGHT** never provided S.M.W. with a copy of the complaint, nor did **WRIGHT** notify S.M.W. of the litigation. On or about July 9, 2010, **WRIGHT** caused an attorney to file an answer to Lunsford Air Conditioning's complaint on behalf of himself and Wright & Associates.

9. On or about August 4, 2010, a final judgment pursuant to default was entered against S.M.W. for a total of \$94,368.18.

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

COUNT SIX

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 of Count One, paragraphs C1 through C3 of Count Three, and paragraphs C1 through C9 of Count Five are incorporated by reference as if fully set forth herein.

B. THE CHARGE

On or about December 31, 2009, in the Northern District of Florida and elsewhere,
the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did knowingly transfer, possess, and use, without lawful authority, a means of identification of another person, that is, the name of S.M.W., during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c)(5), that is, mail fraud, as charged in Count Five of this Information.

In violation of Title 18, United States Code, Section 1028A(a)(1).

COUNT SEVEN

A. INTRODUCTION

The allegations contained in paragraphs A1 through A16 of Count One are incorporated by reference as if fully set forth herein.

B. THE CHARGE

On or about May 2, 2007, in the Northern District of Florida and elsewhere, the defendant,

**LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"**

did knowingly make a false statement and report for the purpose of influencing the action of GulfSouth, an institution the accounts of which were insured by the FDIC; namely, the defendant knowingly submitted a false and fraudulent U.S. Department of Housing and Urban Development Settlement Statement, Form HUD-1, which represented that the lot

payoff for Lot 4, Inlet Beach Lot 54, was \$725,000, whereas, in truth and in fact, as the defendant well knew, the payoff was \$310,000.

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

C. MANNER AND MEANS

1. On or about October 25, 2006, defendant **LARRY A. WRIGHT**, as the representative of Bluewater Real Estate, entered into an agreement to purchase a parcel of land known as Lot 54 located on Winston Lane and more particularly described as parcel 36-3S-18-16100-000-0540, which consisted of four lots, which were known as Lots 1, 2, 3, and 4 of Inlet Beach Lot 54. The seller was A.M. and the purchase price of the four lots was approximately \$2,108,000.

2. Thereafter, between in or about March and August 2007, defendant **LARRY A. WRIGHT** as representative of Wright & Associates or Bluewater Real Estate, purchased Lots 1, 2, 3, and 4 of Inlet Beach Lot 54. A separate closing was held for **WRIGHT's** purchase of each lot.

3. Defendant **LARRY A. WRIGHT** purchased Lot 4, Inlet Beach Lot 54 ("Lot 4"), from A.M. for \$529,000. To purchase Lot 4, **WRIGHT** obtained a loan from GulfSouth.

4. On or about May 2, 2007, defendant **LARRY A. WRIGHT** signed a U.S. Department of Housing and Urban Development Settlement Statement, Form HUD-1 ("HUD-1"), which was also signed by A.M. that accurately identified the contract sales price of Lot 4 as \$529,000. The HUD-1 also accurately identified the payoff amount of A.M.'s outstanding mortgage on Lot 4. This HUD-1 was also signed by the closing agent,

R.M.C.

5. Also on or about May 2, 2007, defendant **LARRY A. WRIGHT** signed a HUD-1 that falsely stated the lot payoff for Lot 4 was \$725,000. This HUD-1 was also signed by the closing agent, R.M.C. This HUD-1 was submitted to GulfSouth for **WRIGHT** to obtain a loan of approximately \$1,181,250 from GulfSouth for Lot 4.

6. As a result of the fraudulent HUD-1 being submitted to GulfSouth and the loan being issued on or about May 2, 2007, a check was issued by the closing agent, R.M.C., to Wright & Associates for approximately \$194,013.

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

CRIMINAL FORFEITURE

The allegations contained in Counts One through Seven of this Information are hereby realleged and incorporated by reference for the purpose of alleging forfeitures to the United States pursuant to the provisions of Title 18, United States Code, Sections 982(a)(1) and 981(a)(1), and Title 28 United States Code, Section 2461(c).

Upon the conviction of the violations alleged in Counts One through Seven of this Information, the defendant,

LAWRENCE ALLEN WRIGHT,
a/k/a "Larry A. Wright,"

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and Title 28 United States Code, Section 2461(c), any and all property, real or personal, involved in the aforementioned offenses and all property traceable to such property as a result of such violations.

If any of the property described above as being subject to forfeiture pursuant to Counts One through Seven of the Information, as a result of any act or omission of any defendant:

- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred or sold to, or deposited with, a third person;
- iii. has been placed beyond the jurisdiction of this Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be divided without difficulty,

the United States shall be entitled to forfeiture of substitute property up to the value of the property subject to forfeiture under the provisions of Title 21, United States Code, Section 853(p), which is incorporated by reference in Title 18, United States Code, Sections 982 and 981, and Title 28, United States Code, Section 2461(c).


PAMELA C. MARSH
United States Attorney

10/29/13
DATE


TIFFANY H. EGGERS
Assistant United States Attorney

10/29/13
DATE