

PJS:BB:nl

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA)	CRIMINAL NO. 3:14-CR-257.
)	
v.)	
)	(HOSIL , J.)
SUSAN C. KEVRA-SHINER,)	
)	
Defendant.)	

INDICTMENT

COUNTS ONE THROUGH SEVEN

Mail Fraud
(18 U.S.C. § 1341)

THE GRAND JURY CHARGES:

At times relevant to this Indictment:

I. INTRODUCTION

1. Susan C. Kevra-Shiner ("Kevra-Shiner") was an attorney admitted to practice law in Pennsylvania in 1994. Kevra-Shiner also owned and operated an abstract and title insurance company known as GK Abstract Co., Inc. ("GKA"), a Pennsylvania corporation located in Avoca, Pennsylvania, within the Middle District of Pennsylvania.

2. Stewart Title Guaranty Company ("Stewart") is a Texas corporation that is a title insurance underwriter that issues policies of title insurance to homeowners and lenders insuring against certain adverse claims or risks, subject to the terms and conditions of the policies. To assist in the conduct of its business, Stewart appoints policy-issuing agents in Pennsylvania and throughout the United States pursuant to the terms and conditions of "Title Insurance Underwriting Agreements" ("Agency Agreement").

3. On December 8, 2003, Stewart and GKA entered into an Agency Agreement whereby GKA was appointed a policy-issuing agent for Stewart in Pennsylvania, whereby GKA was authorized to issue title insurance commitments and policies underwritten by Stewart. Susan C. Kevra-Shiner executed the Agency Agreement on behalf of GKA.

4. On or about September 23, 2008, GKA and Stewart entered into a "Mutual Termination Agreement" (the "Termination Agreement") whereby the Agency Agreement was terminated effective September 23, 2008 (the "termination date"), and GKA agreed not to issue

commitments or policies after September 23, 2008. Susan Kevra-Shiner signed the Termination Agreement on behalf of GKA.

5. In order to give GKA sufficient time to finish transactions that were already in process, Stewart gave GKA an additional sixty days from the termination date to finalize all outstanding business. GKA was not authorized to issue new commitments or new policies during this sixty-day time period or anytime thereafter.

6. Pursuant to the Agency Agreement, GKA was required to remit a percentage of the gross premiums paid by the homeowner to Stewart after the premium was received by GKA at closing. In general, Stewart was entitled to receive fifteen percent (15%) of the gross premium received by GKA after issuing the title insurance policy, and Kevra-Shiner was entitled to keep eighty-five percent (85%) of the gross premium.

7. Despite the existence of the Termination Agreement, Susan C. Kevra-Shiner continued to represent herself as an agent of Stewart who was authorized to issue title insurance policies in Stewart's name. From on or about November 23, 2008 until on or about December 2, 2009,

GKA and Susan C. Kevra-Shiner issued approximately seventy-six (76) title insurance policies to homeowners which were not authorized by Stewart and were invalid. As a result, the potential liabilities under these policies were not covered by Stewart, and the lender and the homeowner did not receive the insurance protection they believed the homeowner had paid to receive.

8. GKA and Susan C. Kevra-Shiner collected approximately \$72,278.06 for the unauthorized title insurance policies under false pretenses and failed to remit any portion of those funds to Stewart.

STATUTORY ALLEGATION

9. On or about the dates specified below, in the Middle District of Pennsylvania, the defendant,

SUSAN C. KEVRA-SHINER,

did knowingly and willfully 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, and for the purpose of executing the scheme and artifice to defraud and to obtain money and property, and attempting to do so, did


on or about the dates specified below cause to be placed in post offices and authorized depositories for mail matter the particular item(s) described in each count below, to be sent and delivered by the United States Postal Service, or caused to be deposited the particular item(s) described in each count below, to be sent and delivered by private and commercial interstate carriers, and did knowingly cause to be delivered by mail and such carriers according to the directions thereon, and at the places at which they were directed to be delivered by the person to whom it is addressed, as more fully set forth below:

<u>Count</u>	<u>Approximate Date of Mailing</u>	<u>Policy Holder</u>	<u>Premium Paid</u>	<u>Item Mailed to/From</u>
1	10/16/09	J.A. & K.A.	\$976.50	Closed loan file, including HUD 1 from GKA to Franklin American Mortgage Co.
2	10/19/09	T.W.	\$952.00	Closed loan file, including HUD 1 from GKA to Franklin American Mortgage Co.

<u>Count</u>	<u>Approximate Date of Mailing</u>	<u>Policy Holder</u>	<u>Premium Paid</u>	<u>Item Mailed to/From</u>
3	10/26/09	A.D. & S.G.	\$1,519.88	Closed loan file, including HUD 1 from GKA to PNC Mortgage
4	11/16/09	M.K. & K.K.	\$1,485.38	Closed loan file, including HUD 1 from GKA to Hometown Security Mortgage
5	11/16/09	D.T. & S.T.	\$865.88	Closed loan file, including HUD 1 from GKA to Wells Fargo Bank
6	11/30/09	M.M. & N.M.	\$659.75	Closed loan file, including HUD 1 from GKA to Wells Fargo Bank
7	12/02/09	J.R. & L.R.	\$732.90	Closed loan file, including HUD 1 from GKA to PNC Mortgage

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

A TRUE BILL:



FOREPERSON, GRAND JURY



PETER J. SMITH
U.S. ATTORNEY

10/8/14
DATE