

10/28/14



U.S. Department of Justice

United States Attorney
District of Maryland

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October 28, 2014

Joshua Treem, Esq.
BROWN GOLDSTEIN LEVY
120 E. Baltimore Street, Suite 1700
Baltimore, MD 21202

Re: United States v. Aaron Seltzer
Cr. No. JFM 13-0126

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by November 4, 2014, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count 4 of the Indictment now pending against him, which charges him with wire fraud, in violation of 18 U.S.C. §1343. The Defendant admits that he is, in fact, guilty of that offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:
 - a. that there was a scheme or artifice to defraud or to obtain money or property by materially false and fraudulent pretenses, representations or promises;

- b. that the defendant knowingly and willfully participated in the scheme or artifice to defraud, with knowledge of its fraudulent nature and with specific intent to defraud; and
- c. that in execution of that scheme, the defendant used or caused to be used interstate wires.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: a 20 year term of incarceration, 3 years of supervised release and a \$250,000 fine or twice the amount of gross gain or loss caused by the offense, whichever is greater. In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.¹ If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:
 - a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.
 - b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the

¹Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

- c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.
- d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.
- e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.
- f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.
- g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.
- h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status.
- i. The Defendant recognizes that if he/she is not a citizen of the United States, pleading guilty may have consequences with respect to his/her immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his/her attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant

nevertheless affirms that he/she wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a.	Base Offense Level		
	§ 2B1.1(a)(1)		7
b.	Specific Offense Characteristics		
	§ 2B1.1(b)(1)(H) (>\$400,000)	+14	
	§ 2B1.1(b)(2)(A) (> 10 victims)	+2	
	§ 3B1.3(abuse of position of trust)	+2	
	Subtotal	25	

This Office does not oppose a two-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office shall not make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease because the Defendant did not provide timely notification of his intention to plead guilty. This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty.

Accordingly, the ANTICIPATED adjusted offense level is

23 *ref*

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.
8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute. The Defendant has reserved the right to argue for any factor under 18 U.S.C. 3553(a) that could take the sentence outside of the advisory guidelines range. This Office reserves the right to dispute any facts or arguments made by the Defendant related to 18 U.S.C. 3553(a).

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a sentence within the guideline range and forfeiture and restitution and shall move to dismiss all open counts with prejudice.
10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct, including any uncharged conduct.

Forfeiture

11. The Defendant understands that the Court will, upon acceptance of his guilty plea, enter an order of forfeiture as part of his sentence, and that the order of forfeiture may include assets directly traceable to his offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense. Specifically, the Court will order the forfeiture of all property involved in the offense, including but not limited to the following: **a money judgment in the amount of \$768,242.**
12. The Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

Assisting the Government with Regard to the Forfeiture

13. The Defendant agrees to assist fully in the forfeiture of the foregoing assets. The Defendant agrees to disclose all of his assets and sources of income to the United States, and to take all steps necessary to pass clear title to the forfeited assets to the United

States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The Defendant also agrees to give this Office permission to request and review his federal and state income tax returns, and any credit reports maintained by any consumer credit reporting entity, until such time as the money judgment is satisfied. In this regard, the Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) as well as whatever disclosure form may be required by any credit reporting entity.

Waiver of Further Review of Forfeiture

14. The Defendant further agrees to waive all constitutional, legal and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The Defendant also agrees not to challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this agreement, and will not assist any third party with regard to such challenge or review or with regard to the filing of a petition for remission of forfeiture.

Restitution

15. The Defendant agrees to the entry of a **Restitution Order for the full amount of the victims' losses, \$768,242.** The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Collection of Financial Obligations

16. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court.

17. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party.
18. The Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office prescribes and as it directs. The Defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

Waiver of Appeal

19. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:
- a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;
- b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds ~~6~~ ⁵⁷ months' imprisonment; (ii) and this Office reserves the right to appeal any term of imprisonment to the extent that it is below ~~36~~ ⁴⁶ months' imprisonment.
- c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.
- d. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

20. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

21. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

22. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

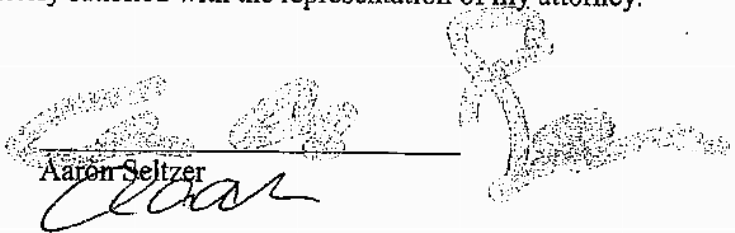
Very truly yours,

Rod J. Rosenstein
United States Attorney

By: _____ /s/_____
Leo J. Wise
Assistant United States Attorney

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

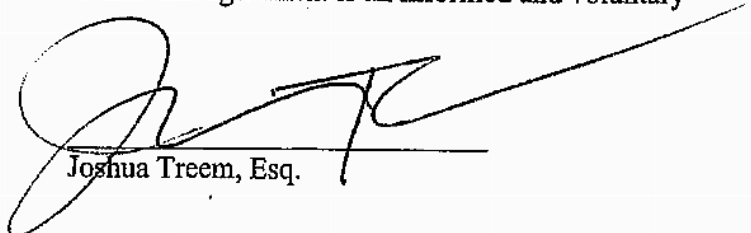
12/23/14
Date



Aaron Seltzer

I am the defendant's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

12/23/14
Date



Joshua Treem, Esq.

ATTACHMENT A
STATEMENT OF FACTS

It is agreed and stipulated that were the Government to proceed to trial in this case, it would prove, beyond a reasonable doubt, by admissible testimonial and documentary evidence the guilt of the Defendant on the charges of wire fraud, in violation of 18 U.S.C. § 1343.

The Defendant agrees to the truth of the summary of evidence set forth below and acknowledges that it does not represent all the evidence the Government would have produced had the case proceeded to trial.

1. Aaron Seltzer was, at the time of the conduct described below, a licensed attorney practicing in Maryland.

A. Sale of Stake in Advanced Realty of Anne Arundel County to A.P.

2. In January 2008, SELTZER offered to sell A.P., a real estate investor from Bethlehem, Pennsylvania, forty-five percent (45) percent of Advanced Realty of Anne Arundel, Inc., located in Glen Burnie, Maryland, for \$85,000.
3. SELTZER falsely represented to A.P. in an "Agreement to Transfer Stock" that he, SELTZER, was the current owner of "all stock of [Advanced Realty of Anne Arundel, Inc.] and all of its assets and liabilities" when in fact he was not. SELTZER was a co-owner of Advanced Realty with a licensed real estate broker, J.P.B., who owned fifty-one (51) percent of Advanced Realty.
4. On or about January 4, 2008, SELTZER cashed a check from A.P. in the amount of \$55,000 towards the purchase of 45 percent of Advanced Realty.
5. In May 2008, SELTZER persuaded J.S., who owed a debt to A.P., to give SELTZER \$30,000 in May 2008 towards the purchase of Advanced Realty.
6. SELTZER represented to A.P. that A.P. owed SELTZER a late fee related to SELTZER's purported sale of forty-five (45) percent of Advanced Realty to A.P. A.P. wired \$7,000 to SELTZER to pay this late fee in July 2008.
7. SELTZER diverted A.P.'s \$92,000 to his own benefit.

B. 2317 Linden Avenue, Baltimore Maryland

8. On or about September 11, 2008, SELTZER mortgaged a residential property at 2317 Linden Avenue, Baltimore, Maryland, for \$70,000. SELTZER was the resident agent of 2317 Linden Avenue, LLC, which owned the property. The equity member in 2317 Linden Avenue, LLC was Baltimore Strategic Alliance, LLC, of Hanover, Maryland. The property at 2317 Linden Avenue was purchased with funds from Baltimore Strategic. SELTZER was not authorized to mortgage the property. SELTZER received \$23,333.76 from the closing.
9. SELTZER diverted 2317 Linden Avenue, LLC's \$23,333.76 to his own benefit.

C. 4004 Biddison Lane, Baltimore, Maryland

10. In May 2009, SELTZER approached B.K. an attorney and real estate investor in New York and the managing member of Allied Baltimore Development, LLC, a real estate investment company, and proposed that Allied Baltimore purchase an apartment building at 4004 Biddison Lane in Baltimore, Maryland.
11. SELTZER represented that he would put a \$55,000 down payment on the Biddison Lane property on Allied Baltimore's behalf. SELTZER obtained Allied Baltimore's permission to use \$55,000 of Allied Baltimore's funds for the down payment.
12. SELTZER diverted Allied Baltimore's \$55,000 to his own benefit.

D. Zota Petroleum Loan

13. In Summer 2009, SELTZER contacted L.H., a lawyer from New York, and represented that a client of SELTZER's, Zota Petroleum, LLC, was seeking a business loan. SELTZER proposed that the loan be secured by a mortgage on three commercial properties located in the Commonwealth of Virginia that SELTZER represented were owned by his client: 13101 Hull Street Road, Midlothian, VA, 13931 Hull Street Road, Midlothian, VA and 2515 Grafton Street, Clifton Forge, VA. Subsequently, L.H. assembled a group of investors that formed a limited liability company called Lenox Consulting Group, Ltd., ("Lenox") to fund the loan.
14. SELTZER presented L.H. with a promissory note to Lenox that SELTZER falsely represented had been signed by an agent of Zota Petroleum, LLC when SELTZER knew that an agent of Zota Petroleum LLC had not signed the promissory note.
15. SELTZER falsely represented to L.H. that he, SELTZER, conducted a closing on October 9, 2009, for the Zota Petroleum loan. No such closing occurred.
16. SELTZER provided L.H. with fabricated closing documents.
17. SELTZER instructed L.H. to wire the loan funds to an account in SELTZER's name at Branch Bank and Trust (BB&T) in Easton, Maryland. On October 13, 2009, L.H. wired \$497,527 to SELTZER's BB&T account on behalf of Lenox Consulting Group, Ltd. to fund the loan.
18. SELTZER diverted Lenox Consulting Group's \$497,527 to his own benefit.

E. 3800 Pascal Avenue, Baltimore, Maryland

19. In January 2010 SELTZER approached L.H. and asked him for another loan, this time in the amount of \$35,000 to purchase an apartment building located at 3800 Pascal Avenue in Baltimore, Maryland. L.H. told SELTZER that he could not make a loan but could partner with SELTZER to purchase the property.
 - a. SELTZER asked L.H. to wire \$20,000 to him that he would use as a down payment on the Pascal Avenue property. L.H. wired \$20,000 to an account in SELTZER's name on January 29, 2010.
 - b. SELTZER provided L.H. with what purported to be a contract to purchase the 3800 Pascal Avenue property. The contract contained the name of a fictitious

- lawyer, "Gary P. Pierce," who **SELTZER** purported represented the seller.
- c. **SELTZER** diverted L.H.'s \$20,000 to his own benefit.

21. In February 2010, **SELTZER** also approached Allied Baltimore Development, LLC's managing member B.K. and proposed that Allied Baltimore purchase the same property at 3800 Pascal Avenue in Baltimore, Maryland.
 - a. **SELTZER** obtained Allied Baltimore permission to use \$15,000 of Allied Baltimore's funds that were then in **SELTZER'S** possession as a portion of a \$22,500 down payment on the Pascal Avenue property.
 - b. On or about February 22, 2010, **SELTZER** obtained an additional \$5,000 from A.R., a relative of B.K. and \$2,500 from E.K., B.K.'s wife, which was a loan to Allied Baltimore, to fully fund the down payment on 3800 Pascal Avenue.
 - c. **SELTZER** diverted Allied Baltimore's \$22,500 to his own benefit.
22. In March 2010, **SELTZER** approached I.B. and proposed that he and his real estate partners purchase 3800 Pascal Avenue in Baltimore, Maryland.
 - a. **SELTZER** asked I.B. to provide \$7,500 to him that he would use as a down payment on the Pascal Avenue property. I.B. agreed to do so using funds from his father.
 - b. On or about March 18, 2010, **SELTZER** provided wiring instructions to an attorney working for I.B. and his partners. In the email directing the wire, **SELTZER** copied "Gary P. Pierce" whom he identified as the seller's attorney on the email. "Gary P. Pierce" is the same fictitious attorney he had represented to L.H. was the seller's attorney.
 - c. **SELTZER** diverted I.B.'s father's \$7,500 to his own benefit.

F. 4000 Liberty Heights Avenue, Baltimore, Maryland

23. In March 2010, **SELTZER** approached a group of real estate investors, including I.B. and L.R., both of whom resided in New York, and proposed that they purchase an apartment building at 4000 Liberty Heights Avenue in Baltimore.
24. **SELTZER** represented that he would put a \$30,000 down payment on the Liberty Heights property on behalf of the investors. L.R. provided **SELTZER** with \$30,000 for this purpose.
25. **SELTZER** instructed I.B. to deposit the down payment into an account that **SELTZER** falsely represented was the seller's escrow account. The account at BB&T bank, ending with number 3176, actually belonged to Death Star LLC, an entity owned and controlled by **SELTZER**.
26. When I.B. asked **SELTZER** to return the down payment, **SELTZER** told I.B. it was in the seller's escrow account and provided I.B. with a bank statement that **SELTZER** represented was from the seller's escrow account. The statement was in fact counterfeit.

Instead of saying "Death Staff LLC" the account's true owner, the statement listed "Advanced Realty Com, LLC" as the account's owner.

27. **SELTZER** provided I.B. with what purported to be a contract to purchase the 4000 Liberty Heights Avenue property. The contract contained the name of a fictitious lawyer, "Gary P. Pierce" who **SELTZER** purported represented the seller.
28. **SELTZER** diverted L.R.'s \$30,000 to his own benefit.

G. 3302 Auchentoroly Terrace

29. On or about May 18, 2010, **SELTZER** created a fake deed transferring 3302 Auchentoroly Terrace from I.B. to Regsol LLC. **SELTZER** forged I.B.'s signature on that deed.
30. **SELTZER** then recorded the deeds in the land records of Baltimore City. **SELTZER'S** actions caused the City of Baltimore to pay approximately \$20,382 in housing subsidy payments to Regsol LLC that Regsol LLC was not entitled to receive.