

ORIGINAL SEALED BY ORDER OF THE COURT

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FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
FEB 15 2017
at 2 o'clock and 35 min P.M.
SUE BEITA, CLERK

Attorneys for Plaintiff
UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,)	CR. NO. CR17 00101LEK
)	
Plaintiff,)	INDICTMENT
)	
vs.)	[18 U.S.C. §§ 1341,
)	& 1343]
ANTHONY T. WILLIAMS, (01))	
ANABEL CABEBE, (02))	
)	
Defendants.)	
)	

INDICTMENT

Counts 1 -11

(Wire Fraud, 18 U.S.C. § 1343)

The Grand Jury charges:

Introduction

At all times relevant to this Indictment:

1. Mortgage Enterprise Investments (MEI) was a business owned and operated by defendant, Anthony T. Williams, which was registered on or about June 24, 2013, with the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA). The application for registration of trade name was filed by Anthony T. Williams, on June 1, 2013. The listed officers of MEI were Anthony T. Williams, Chief Executive Officer (CEO), Founder, Partner and B.W., the Chief Financial Officer (CFO), who is not charged in this Indictment. The application listed the purpose of MEI as mortgage and foreclosure assistance.

2. According to its Web site, The Common Law Office of America (CLOA) was an office that employs Private Attorney Generals (PAGs) and offers services to its clients that include, but are not limited to: mortgage reduction, foreclosure assistance, UCC filings, document writing, and Power of Attorney. Anthony T. Williams was the owner and operator of CLOA.

3. According to corporate documents filed with the State of Hawaii, the business address for the Honolulu office of CLOA was P.O. Box 31285, Honolulu, Hawaii 96820. According to DCCA's Business Registration Division records, CLOA was not a registered business in the State of Hawaii.

4. Defendant, Anthony T. Williams, would identify himself as a Private Attorney General. He carried an

identification card identifying himself as a Private Attorney General, from the United States Office of the Private Attorney General, citing "42 USC 1988". The identification also claimed that the holder had diplomatic immunity and stated, "Do Not Detain-Do Not Arrest."

5. Defendant, Anthony T. Williams, was identified as an attorney in fact on informational materials for CLOA. In addition, Anthony T. Williams, utilized the email address, awilliams@usacommonlaw.com when conducting business on behalf of MEI and CLOA. Anthony T. Williams was not a licensed attorney in the State of Hawaii, who was permitted to practice law and provide legal advice to clients.

6. Defendant, Anthony T. Williams, in Hawaii and various other states, introduced and advertised MEI and CLOA, and the services and products they allegedly provided. Anthony T. Williams, would sign up new clients and look for recruiters who, through word of mouth, could bring in additional clients to MEI and CLOA.

7. In mid-2013, Defendant, Anabel Cabebe, was a homeowner and client of MEI, who later became a recruiter for MEI. Anabel Cabebe signed on with the MEI program and later organized meetings and brought new clients to the program. Anabel Cabebe notarized documents for MEI and collected a fee for her service. Anabel Cabebe would also earn a referral fee

from Defendant, Anthony T. Williams, for bringing in new clients to MEI. She also participated in the daily operations of MEI by collecting payments and assisting clients in completing the paperwork necessary to join the program. Defendant Cabebe would allow Anthony T. Williams to utilize a portion of a building owned by her, located at 1604 Democrat Street, Honolulu, Hawaii 96819, to conduct MEI/CLOA business, and to keep and store business and personal items.

8. B.W. was a resident of Killeen, Texas. MEI lists an address of P.O. Box 1215, Killeen, Texas, 76540, for the mailing of documents and the submission of payments. B.W. worked for MEI since 2012 from her Killeen, Texas residence and formed a partnership with Anthony T. Williams in 2013. B.W. opened an account at Extraco Bank in Killeen, Texas. On behalf of MEI, B.W. would send and receive emails, send and receive mail, make and receive phone calls, maintain MEI paperwork, receive payments, make deposits, cash checks, and make withdrawals.

9. MEI and CLOA did business in Hawaii, Texas, Florida, and other states, at the direction and under the control of Anthony T. Williams.

10. MEI and Anthony T. Williams, while conducting business in Hawaii, never obtained the required licenses pursuant to Hawaii Revised Statutes, Chapter 454, to provide

services as a: mortgage loan originator; mortgage loan originator company; mortgage servicer; or mortgage servicer loan modification.

The Scheme and Artifice to Defraud

11. From a precise earlier date unknown but by in or about May of 2013 and continuing through on or about December 2016, in the District of Hawaii and elsewhere, defendants, ANTHONY T. WILLIAM and ANABEL CABEBE, and others, with the intent to defraud, knowingly devised a scheme and artifice to defraud, and to obtain money from others, by means of materially false and fraudulent pretenses, representations and promises, as well as omissions of material fact, well knowing at the time that such pretenses, representations, and promises, were false when made. Such false statements, representations, promises and omissions of material fact included the following:

MEI and CLOA

12. From in or about May 2013, to and including December of 2016, Defendant, Anthony T. Williams, on behalf of MEI and CLOA, falsely told potential clients, that through MEI and CLOA, he could cut their mortgage balances by one-half, cut their monthly mortgage payments by one-half, and reduce the current mortgage loan pay-off terms by one-half. In truth and fact, MEI and Anthony T. Williams, did not hold the licenses or have the ability, to provide a new mortgage, service a pre-

existing mortgage, or provide loan modification services to the homeowners.

13. Defendant, Anthony T. Williams, through MEI, provided a 100% money back guarantee, that if they were not able to reduce the homeowner's payment by one-half and the current loan payoff term by one-half, the homeowner would be refunded their initial file set up fee if it was paid in full at the time of initiation of the file. In truth and fact, MEI, Anthony T. Williams, and Anabel Cabebe, did not reduce the loan pay-off term or the monthly payment because they converted the money paid by homeowners to their own use, and they did not refund the homeowners money as promised when the original lender would seek to foreclose as a remedy against the homeowner.

14. Defendant, Anthony T. Williams, through MEI, represented to the homeowners that their original mortgage had been discharged or replaced and that a modified or new lower cost loan was in place which was held by MEI. Anthony T. Williams instructed homeowners to make all future payments to MEI and if their original lender contacted them to refer the matter to CLOA. In truth and fact, the original lenders mortgage had not been discharged or replaced and MEI did not have an actual lower cost mortgage in place. All payments made to MEI were converted to the use of the Defendants and were not used to pay the mortgage on the homeowner's property.

15. The homeowners were presented with the MEI "Homeowner Service Guarantee Agreement" (HSGA), which placed into writing the 100% "Money Back Guarantee." The HSGA guarantees that MEI will reduce the "monthly payment by one-half (1/2)" and reduce the "current mortgage loan pay-off term by one-half (1/2)." It also states that the "100% Money Back Guarantee to me as a ("Homeowner") is to ensure that I incur no risk if Mortgage Enterprise Investments ("MEI") is unsuccessful in reducing my monthly payment and payoff time." In truth and fact, the HSGA is a false document and no such guarantee can be made, as MEI was not a licensed mortgage company with the ability to create, service, or modify loans, and MEI and the Defendants did not pay off the original mortgage. MEI and the Defendants merely began collecting half the original mortgage payment and converted the money to their own use, causing the original mortgage to become increasingly delinquent.

16. The MEI application included a "Homeowners Guaranteed Services" Form 330 (HGS Form 330), which promised free or discounted legal services by CLOA. Anthony T. Williams advised clients that if they receive any communication from their mortgage lender, notifying them of delinquency of loan payments, to refer their lender to CLOA and their legal representative, Williams. When this occurred, CLOA would send a letter to the lender and inform them that they are prohibited

from contacting CLOA's client and that the lender will be fined \$1,000 for every contact moving forward. In truth and fact Anthony T. Williams was not a licensed attorney in the State of Hawaii and could not represent the homeowner in legal matters. CLOA had no legal right to assess a fine of \$1,000 to the original lender.

17. Anthony T. Williams would instruct MEI clients to cease all payments to their mortgage lender and begin making all future mortgage payments to MEI. CLOA prepared the mortgage paperwork, filed it with the State of Hawaii Bureau of Conveyances (BOC), and instructed the BOC to mail the BOC-recorded copy to MEI at P.O. Box 1215, Killeen, Texas 76540, as MEI is alleged to be the new mortgage holder. In truth and fact, the original lender still held a valid mortgage on the homeowner's property, which had not been discharged, replaced, or made null and void, and MEI had not created a new mortgage or modified the loan.

18. Defendants filed false documents for homeowners, entitled UCC Financing Statement and Mortgage which included a Note, with the State of Hawaii, Bureau of Conveyances (BOC), indicating that the original loan had been discharged or replaced and made null and void. The alleged mortgagee on the Mortgage document is MEI. In truth and fact MEI had not discharged or replaced the mortgage held by the original lender,

provided a new loan, or a modification of the terms of the original loan. MEI and Anthony T. Williams, were not licensed or permitted to perform those services in the State of Hawaii, by the DCCA, Division of Financial Institutions.

19. MEI would send a letter to the homeowner, which thanked them for "allowing us to procure your mortgage to reduce your payment and your payoff time." The MEI letter indicated that former mortgage company no longer had an interest in the homeowner's property and that MEI "will litigate on your behalf to the full extent of the law." The letter further instructed the homeowner what amount to send as their new monthly payment to MEI, at P.O. Box 1215 Killen Texas, 76549. In truth and fact, MEI did not procure the homeowner's mortgage and there would be no reduction in payment or payoff time. The original mortgage company still had a security interest in the homeowner's property. Anthony T. Williams could not litigate on the homeowner's behalf because he was not a licensed attorney in the State of Hawaii. MEI and the Defendants began collecting half the original mortgage payment and converted the money to their own use, causing the original mortgage to become increasingly delinquent.

20. MEI, mailed and emailed, homeowners false quarterly statements which the Defendants produced. The statements contained, among other things, the balance of the

purported mortgage and the amount of each monthly payment received by MEI from the homeowner. In truth and fact, MEI did not procure a new mortgage or procure the homeowner's original mortgage and reduce it, therefore all numbers provided were false. MEI and Anthony T. Williams, are not licensed in the State of Hawaii, by the DCCA, Division of Financial Institutions, to create, service, or modify loans, and MEI and the Defendants did not pay off the original mortgage.

21. MEI and Defendants sent monthly billing statements via mail to the Homeowners with payment stubs. Homeowners would send checks for the new payment amount by mail to MEI, at P.O. Box 1215 Killen, Texas 76549. The Defendants failed to inform the homeowners that there was no MEI mortgage on their home and that the original lenders mortgage was still valid, thereby causing the original mortgage to become increasingly delinquent.

The Homeowners

22. In 2013, M.V., a homeowner, was told that his mortgage payment would be cut in half if he enrolled in the MEI program. M.V. paid \$900 and on or about June 12, 2013, M.V. completed the MEI application and other documents which included the "Homeowners Guaranteed Services" Form 330. On or about December 4, 2013, Defendants filed a false UCC Financing Statement on behalf of M.V. with the BOC. M.V. received a

letter dated August 28, 2013, from MEI, thanking him for "allowing us to procure your mortgage to reduce your payment and your payoff time." MEI indicated that M.V.'s former mortgage company no longer had an interest in his property and that MEI "will litigate on your behalf to the full extent of the law." The letter further instructed M.V. to send his new monthly payment of \$886.04 to MEI, at P.O. Box 1215 Killen Texas, 76549. M.V. sent monthly checks for the new payment amount by mail to MEI, at P.O. Box 1215 Killen, Texas 76549. From on or about September 2014 to and including October 2015, false MEI quarterly statements were produced and sent to M.V. In truth and fact, MEI did not procure M.V.'s mortgage and there would be no reduction in payment or payoff time. The original mortgage company still had a security interest in M.V.'s property. Anthony T. Williams could not litigate on M.V.'s behalf because he was not a licensed attorney in the State of Hawaii. MEI and the Defendants began collecting half the original mortgage payment and converted the money to their own use, causing the original mortgage to become increasingly delinquent.

23. In May of 2013, E.S. and A.S., homeowners, were introduced to an associate of Anthony T. Williams, who presented the MEI mortgage reduction program to them. E.S. and A.S. were told that their mortgage payment would be would be cut in half and the term of their loan could be reduced from 30 years to 15

years, if they enrolled in the MEI program. On or about May 28, 2013, E.S. and A.S. met with Anthony T. Williams, paid him a fee, and filled out the MEI application form and documents that were provided to them, which included the HSGA and HGS Form 330. Anabel Cabebe collected a fee for notarizing several of the documents associated with the MEI application. E.S. and A.S. received a letter dated May 28, 2013, from MEI, thanking them for "allowing us to procure your mortgage to reduce your payment and your payoff time." MEI indicated that their former mortgage company no longer had an interest in their property and that MEI "will litigate on your behalf to the full extent of the law." The letter further instructed E.S. and A.S. to send their new monthly payment of \$2095.22 to MEI, at P.O. Box 1215 Killen Texas, 76549. In truth and fact, the HSGA and HGS Form 330, are false documents and no such guarantees could be made, as MEI and Anthony T. Williams, were not licensed in the State of Hawaii, by the DCCA, Division of Financial Institutions, to create, service, or modify loans and Anthony T. Williams was not a licensed attorney in the State of Hawaii and could not represent the homeowner in legal matters.

24. On or about December 4, 2013, a false UCC Financing Statement was filed on behalf of E.S. and A.S. with the BOC by MEI and the Defendants. On or about May 8, 2015, E.S. and A.S., signed a document entitled "MORTGAGE", which was

filed on May 26, 2015 with the BOC. This false document states that it makes null and void the original mortgage instrument recorded in the State of Hawaii, Bureau of Conveyance and any other instrument preceding it. The document included a "NOTE" purporting to set out the terms of the loan and repayment to MEI. The mortgage and the note were notarized by Anabel Cabebe for a fee. E.S. and A.S. mailed monthly checks for the new payment amount, to MEI, at P.O. Box 1215 Killen, Texas 76549. The Defendants failed to inform E.S. and A.S. that there was no MEI mortgage on their home and that the original lenders mortgage was still valid, thereby causing the original mortgage to become increasingly delinquent.

25. On or about June 20, 2013, R.L and M.L., homeowners, met with Anthony T. Williams, paid him a fee, and filled out the MEI application and documents that were provided to them. The MEI application and documents offered a mortgage reduction program and were signed by Anthony T. Williams. Anabel Cabebe collected a fee for notarizing several of the documents associated with the application. The application included the HSGA and the HGS Form 330. In truth and fact, the HSGA and HGS Form 330, are false documents and no such guarantees could be made, as MEI and Anthony T. Williams, were not licensed in the State of Hawaii, by the DCCA, Division of Financial Institutions, to create, service, or modify loans and

Anthony T. Williams was not a licensed attorney in the State of Hawaii and could not represent the homeowner in legal matters.

26. On or about October 23, 2013, a false UCC Financing Statement was filed on behalf of R.L. and M.L. with the BOC by MEI and the Defendants. On or about December 30, 2014, R.L. and M.L., signed a false document entitled "MORTGAGE", which was filed on January 6, 2015 with the BOC. This false document states that it makes null and void the original mortgage instrument recorded in the State of Hawaii, Bureau of Conveyance and any other instrument preceding it. The document included a "NOTE" purporting to set out the terms of the loan and repayment to MEI. The mortgage and the note were notarized by Anabel Cabebe for a fee. R.L. and M.L. paid their new monthly mortgage payments, to MEI. The Defendants failed to inform R.L. and M.L. that there was no MEI mortgage on their home and that the original lenders mortgage was still valid, thereby causing the original mortgage to become increasingly delinquent.

27. In July of 2013, the MEI mortgage reduction program was presented to L.T., a homeowner. L.T. was told that her mortgage payment would be cut in half, the term would be reduced by half, and the program was 100% refundable. L.T. signed up for the MEI mortgage reduction program. On or about September 29, 2014, Defendants caused to be produced a false MEI

statement which was sent to L.T. In truth and fact, MEI and the Defendants could not offer a mortgage reduction program in Hawaii as neither MEI nor Anthony T. Williams were licensed to do so.

28. On or about June 19, 2015, L.T. signed a false document entitled "MORTGAGE", which was filed on June 26, 2015, with the BOC. The document states that it replaces and makes null and void the original mortgage instrument recorded in the State of Hawaii, BOC and any other instrument preceding it. The document included a "NOTE" purporting to set out the terms of the loan and repayment. The mortgage and the note were notarized by Anabel Cabebe for a fee. Starting in June of 2015, L.T. paid three monthly MEI mortgage payments directly to Anabel Cabebe, who would collect them and then send them to Anthony T. Williams. The Defendants failed to inform L.T. that there was no MEI mortgage on her home and that the original lenders mortgage was still valid, thereby causing the original mortgage to become increasingly delinquent.

29. In approximately mid 2013 J.A., a homeowner, was told about the MEI mortgage reduction program by Defendant, Anabel Cabebe, who encouraged J.A. to attend a meeting. J.A. attended the meeting and heard Anthony T. Williams speak about the MEI program and how it could cut mortgage payments in half and reduce the overall principal.

30. Approximately one week later J.A. went to Anthony T. Williams' office on Democrat Street, in Honolulu, to sign up for the MEI program. J.A. met with Anthony T. Williams and presented her original mortgage to him. J.A. also completed the MEI application packet and provided Anthony T. Williams with a check for \$1,000. J.A. was then instructed by Anthony T. Williams to stop payments to her current lender, and told she did not have to pay MEI until Anthony T. Williams had drafted and filed the proper paperwork. On or about June 17, 2015, J.A. and M.A. signed a false document entitled "MORTGAGE", which was filed on June 25, 2015 with the BOC. The document states that it replaces and makes null and void the original mortgage instrument recorded in the State of Hawaii, BOC and any other instrument proceeding it. The document included a "NOTE" purporting to set out the terms of the loan and repayment. The MORTGAGE and the NOTE were notarized by Anabel Cabebe for a fee. In June or July of 2015, J.A. and M.A. made two monthly mortgage payments by check, payable to MEI. The Defendants failed to inform J.A. and M.A. that there was no MEI mortgage on their home and that the original lenders mortgage was still valid, thereby causing the original mortgage to become increasingly delinquent.

31. Defendants did not inform the homeowners that the original mortgages on the homeowner's properties were not paid

off and their loans were not modified as promised. The Defendants did not inform the homeowners that the payments being made to MEI were being used to pay the Defendants' personal expenses, and were deposited into an MEI bank account in Texas.

32. At all times during this scheme, Defendants failed to advise the homeowners that they were not actually creating, servicing, or modifying the mortgage on their homes and that the document entitled "Mortgage" that was being filed with the BOC was false.

The Wire Communications

33. On or about the dates stated, within the District of Hawaii and elsewhere, for the purpose of executing, and attempting to execute, the aforesaid scheme and artifice to defraud, Defendants, ANTHONY T. WILLIAMS and ANABEL CABEBE, did knowingly transmit, and cause to be transmitted, in interstate and foreign commerce, by means of wire communications, certain signs, signals and sounds, that is, the following wirings, with each such wire communication constituting a separate count of this Indictment:

Count	Date	Wire Communication
1	07/13/2013	Email from Anthony T. Williams to B.W. regarding the SOSDirect user information.
2	09/06/2013	Email from K.F. to Defendant, Anthony T. Williams, dated 9/6/13, concerning questions on behalf of some clients
3	09/06/2013	Email from Anthony T. Williams to K.F. regarding questions about the program

Count	Date	Wire Communication
4	09/08/2013	Email from Anthony T. Williams to E.W. regarding MEI and CLOA
5	11/23/2014	Email from M.V. to Anthony T. Williams regarding December payment
6	11/26/2014	Email Anthony T. Williams to M.V. regarding payment to Texas by mail
7	11/27/2014	Email from M.V. to Anthony T. Williams regarding late mailing of payment
8	11/27/2014	Email from Anthony T. Williams to M.V. regarding payment
9	05/27/2015	Email from M.L. to Anthony T. Williams regarding litigation of their property
10	05/28/2015	Email from Anthony T. Williams to M.L. asking them to remove their attorney
11	05/03/2015	Email from Anthony T. Williams to E.W. regarding client's money and CLOA

All in violation of Title 18, United States Code, Section 1343.

Counts 12 - 30

(Mail Fraud, 18 U.S.C. § 1341)

The Grand Jury Further Charges:

34. The Grand Jury re-alleges and incorporates herein by reference the allegations contained in paragraphs 1 through 32, of the Introduction and The Scheme and Artifice to Defraud sections of this Indictment, as if fully set forth herein.

The Mailings

35. On or about the dates stated, in the District of Hawaii and elsewhere, for the purposes of executing or attempting to execute the above-described scheme and artifice to defraud, Defendants, ANTHONY T. WILLIAMS and ANABEL CABEBE, knowingly caused to be delivered by mail and a private and

commercial interstate carrier according to the direction thereon, the following matter, with each constituting a separate count of this Indictment:

Count	Approximate Mailing Date	Description
12	01/08/2013	Letter from Anthony Williams to B.W. to test non-payment of postal fees
13	05/16/13	Letter from Anthony T. Williams to B.W. test of certified mail non-payment of postal fees
14	06/13/2013	Mortgage Payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by E.S. and A.S.
15	07/06/2013	Mortgage Payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by E.S. and A.S.
16	09/27/2013	Mortgage Payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by E.S. and A.S.
17	11/01/2013	Mortgage Payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by E.S. and A.S.
18	11/28/2014	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
19	01/06/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
20	01/29/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
21	02/28/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
22	03/31/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
23	04/29/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
24	05/27/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
25	06/27/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
26	07/25/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
27	08/28/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
28	09/28/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii

Count	Approximate Mailing Date	Description
29	10/28/2015	Mortgage payment mailed to MEI, P.O. Box 1215, Killeen, TX 76540 by M.V. in Hawaii
30	09/22/2015	Letter from OCWEN Loan Servicing LLC regarding Delinquent J.A. and M.A. Mortgage to Anthony Williams address in Florida

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

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DATED: February 15, 2017, Honolulu, Hawaii.

A TRUE BILL

/s/ Foreperson
FOREPERSON, GRAND JURY

FLORENCE T. NAKAKUNI
United States Attorney
District of Hawaii



LAWRENCE L. TONG
Chief, Fraud & Financial Section



RONALD G. JOHNSON
Assistant U.S. Attorney

UNITED STATES vs. ANTHONY WILLIAMS, ET AL.
Cr. No.
"Indictment"