BNDDUTY,CLOSED

U.S. District Court
Southern District of Florida (Miami)
CRIMINAL DOCKET FOR CASE #: 1:26−mj−02248−MFE All Defendants

Case title: USA v. Pierre

Date Filed: 02/09/2026

Date Terminated: 02/09/2026

Assigned to: Magistrate Judge Marty Fulgueira Elfenbein

Defendant (1)

Tanya Pierre
TERMINATED: 02/09/2026

represented by **David Adrian Howard**
David A. Howard, PA
25 SE 2nd Avenue
Suite 1100
Miami, FL 33131
786.360.6056
Fax: 305.536.2170
Email: david@davidhowardlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: CJA Appointment

Pending Counts	**Disposition**
None	

Highest Offense Level (Opening)

None

Terminated Counts	**Disposition**
None	

Highest Offense Level (Terminated)

None

Complaints	**Disposition**
WARRANT\DISTRICT OF MASSACHUSETTS\INDICTMENT\18 U.S.C. § 1349 − Wire and Bank Fraud Conspiracy	

Plaintiff

USA represented by **Noticing AUSA CR TP/SR**
Email: Usafls.transferprob@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED
Designation: Retained

Date Filed	#	Docket Text
02/09/2026	7	ORDER OF REMOVAL ISSUED to the District of Massachusetts as to Tanya Pierre. Closing Case for Defendant. Signed by Magistrate Judge Marty Fulgueira Elfenbein on 2/9/2026. *See attached document for full details.* (ar2) (Entered: 02/10/2026)
02/09/2026	6	$25,000 PSB Entered as to Tanya Pierre. Approved by Magistrate Judge Marty Fulgueira Elfenbein. *Please see bond image for conditions of release.* (ar2) (Additional attachment(s) added on 2/10/2026: # 1 Restricted Bond with 7th Page) (ar2). (Entered: 02/10/2026)
02/09/2026	5	WAIVER of Rule 5 & 5.1 Removal/Identity Hearings by Tanya Pierre. (ar2) (Entered: 02/10/2026)
02/09/2026	4	PAPERLESS ORDER granting [DE 3] Motion to Appoint Counsel. Appointment of CJA Attorney David Adrian Howard for **REMOVAL/RULE 5 to another District** representation. Date attorney was appointed CJA: 2/9/2026 as to Tanya Pierre (1). Signed by Magistrate Judge Marty Fulgueira Elfenbein on 2/9/2026. (ar2) (Entered: 02/10/2026)
02/09/2026	3	**ORE TENUS** MOTION to Appoint Counsel by Tanya Pierre. (ar2) (Entered: 02/10/2026)
02/09/2026	2	Minute Order for proceedings held before Magistrate Judge Marty Fulgueira Elfenbein: Initial Appearance in Rule 5(c)(3)/Rule 40 Proceedings as to Tanya Pierre held on 2/9/2026. Bond recommendation/set: Tanya Pierre (1) $25,000 PSB. Date of Arrest or Surrender: 2/9/2026. Attorney added: David Adrian Howard for Tanya Pierre for **REMOVAL/RULE 5 to another District** CJA representation. Date attorney was appointed CJA: 2/9/2026. (Digital 14:27:48) Signed by Magistrate Judge Marty Fulgueira Elfenbein on 2/9/2026. (ar2) (Entered: 02/10/2026)
02/09/2026	1	Magistrate Judge Removal of Indictment from District of Massachusetts Case number in the other District 26−cr−10030 as to Tanya Pierre (1). (kan) (Entered: 02/09/2026)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No. 26-MJ-2248-ELFENBEIN

United States of America
Plaintiff,

v. Charging District=s Case No. 26-CR-

Tanya Pierre,
Defendant.

_____/

ORDER OF REMOVAL

It appearing that in the **District of Massachusetts**, an Indictment was filed against the above-named defendant on a charge of **D MA/WARR/IND/Wire and Bank Fraud Conspiracy**, and that the defendant was arrested in the Southern District of Florida and was given a hearing before United States Magistrate Judge Marty F. Elfenbein at Miami, Florida, which officially committed the defendant for removal to the **District of Massachusetts**, it is ORDERED AND ADJUDGED that the defendant be removed to the above-named district for trial on said charge.

And it further appearing that the defendant waived further hearing in the said removal proceedings and was held by the Magistrate Judge Marty F. Elfenbein for removal and posted bail in the amount of $ 25K PSB which was approved by the United States Magistrate Judge Marty F. Elfenbein, and it is further ORDERED that the defendant shall appear in the aforesaid district at such times and places as may be ordered by that District Court, in accordance with the terms and conditions of aforesaid bond furnished by the defendant, and it is further ORDERED that the funds, plus interest, which may have been deposited on behalf of this defendant with the Clerk of the Court under Bail Reform Act be transferred to the district where removed.

DONE AND ORDERED at Miami, Florida on 2/9/26.

Marty F. Elfenbein
United States Magistrate Judge

Revised 03/2025

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

APPEARANCE BOND: $25,000.00 PSB

CASE NO.: 26-MJ-2248-REINHART

UNITED STATES OF AMERICA:

Plaintiff,

v.

USM #: 40655-512

Defendant,

Tanya Pierre /

I, the undersigned defendant and I or we, the undersigned sureties, jointly and severally acknowledge that we and our personal representatives, jointly and severally, are bound to pay the United States of America, the sum of $ 25,000.00 PSB

STANDARD CONDITIONS OF BOND

The conditions of this bond are that the defendant:

1. Shall appear before this Court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of the defendant's release as may be ordered or notified by this Court or any other United States District Court to which the defendant may be held to answer or the cause transferred. The defendant is required to ascertain from the Clerk of Court or defense counsel the time and place of all scheduled proceedings on the case. In no event may a defendant assume that his or her case has been dismissed unless the Court has entered an order of dismissal. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment. This is a continuing bond, including any proceeding on appeal or review, which shall remain in full force and effect until such time as the Court shall order otherwise.

2. May not travel outside the Southern District of Florida unless otherwise approved by the Court prior to any such travel. The Southern District of Florida consists of the following counties: Broward, Highlands, Indian River, Martin, Miami-Dade, Monroe, Okeechobee, Palm Beach and St. Lucie.

3. May not change his/her present address without prior notification and approval from the U.S. Probation Officer or the Court.

4. Must cooperate with law enforcement officers in the collection of a DNA sample if the collection is required by 42 U.S.C. Section 14135a.

5. Must not violate any federal, state or local law while on release in this case. Should the defendant come in contact with law enforcement he/she shall notify the U.S. Probation Officer within 72 hours.

DEFENDANT: Tanya Pierre
CASE NUMBER: 26-MJ-2248 - ELFENBEIN
PAGE TWO

SPECIAL CONDITIONS OF BOND

In addition to compliance with the previously stated conditions of bond, the defendant must comply with the special conditions checked below:

- ✓ a. Surrender all passports and travel documents, if any, to Pretrial Services and not obtain any travel documents during the pendency of the case;
- ✓ b. Report to Pretrial Services as follows: (✓) as directed or___ time(s) a week in person and___ time(s) a week by telephone;
- ✓ c. Submit to substance abuse testing and/or treatment, contribute to the cost of services rendered based on ability to pay, as determined by the U.S. Probation Officer;
- __ d. Refrain from ____excessive OR ___abstain from alcohol use or any use of a narcotic drug or other controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802), without a prescription by a licensed medical practitioner;
- __ e. Participate in a mental health assessment and/or treatment and contribute to the costs of services rendered based on ability to pay, as determined by the U.S. Probation Officer;
- ✓ f. Employment restriction(s): no access to the Personal Identification Info. of others
- ✓ g. Maintain or actively seek full-time employment;
- __ h. Maintain or begin an educational program;
- ✓ i. Avoid all contact with victims or witnesses to the crimes charged, except through counsel. The AUSA shall provide defense counsel and pretrial services with the names of all victims or witnesses. The prohibition against contact does not take effect until defense counsel receives the list. The prohibition against contact applies only to those persons on the list, but the prosecutor may expand the list by sending written notice to defense counsel and pretrial services.;
- ✓ j. Avoid all contact with co-defendants and defendants in related cases, except through counsel;
- __ k. Refrain from possessing a firearm, destructive device or other dangerous weapons and shall surrender (if any), their concealed weapons permit to the U.S. Probation Office;
- __ l. None of the signatories may sell, pledge, mortgage, hypothecate, encumber, etc., any real property they own, until the bond is discharged, or otherwise modified by the Court;
- __ m. May not visit commercial transportation establishment: airports, seaport/marinas, commercial bus terminals, train stations, etc.;
- __ n. Defendant shall consent to the U.S. Probation Officer conducting periodic unannounced examinations of the defendant's computer equipment at his/her place of employment or on the computer at his/her residence which may include retrieval and copying of all data from the computer(s) and any internal or external peripherals to ensure compliance with this condition and/or removal of such equipment for the purpose of conducting a more thorough inspection; and consent at the direction of the U.S. Probation Officer to have installed on the defendant's computer(s), at the defendant's expense, any hardware or software systems to monitor the defendant's computer use;

DEFENDANT: Tanya Pierce
CASE NUMBER: 26-MJ-2248-ELFENBEIN
PAGE THREE

__ o. **LOCATION MONITORING PROGRAM:** The defendant shall participate in the location monitoring program and comply with the requirements, as directed in subsections i, ii, and iii.

i) Following the location restriction component **(check one):**

__ (1) **Curfew**. You are restricted to your residence every day (__) from _____ to _____, or (__) as directed by the supervising officer; or

__ (2) **Home Detention**. You are restricted to your residence at all times except employment; education; religious services; medical, substance use, or mental health treatment; attorney visits; court appearances; court-ordered obligations; activities approved by the court; or essential activities approved in advance by the supervising officer; or

__ (3) **Home Incarceration**. You are restricted to 24-hour-a-day lockdown at your residence except for medical necessities and court appearances or activities specifically approved by the court.

__ (4) **Stand-Alone Monitoring**. You have no residential component (curfew, home detention, or home incarceration) restriction. However, you must comply with the location or travel restrictions as imposed by the court. **Note:** Stand-alone monitoring should be used in conjunction with global positioning system (GPS) or virtual mobile application technology.

ii) Submit to the following location monitoring technology **(check one)**:

__ (1) Location monitoring technology as directed by the supervising officer; or
__ (2) GPS; or
__ (3) Radio Frequency; or
__ (4) Voice Recognition; or
__ (5) Virtual Mobile Application. You must allow pretrial serviced or supervising officer to conduct initial and periodic inspection of the mobile devise and mobile application verify that 1) the monitoring software is functional, 2) the required configurations (e.g., location services) are unaltered, and 3) no efforts have been made to alter the mobile application.

iii) (_) pay all or part of the cost of the location monitoring, including equipment loss or damage, based upon your ability to pay, as determined by the supervising officer

— p. **RESIDENTIAL RE-ENTRY CENTER:** The defendant shall reside at a residential re-entry center or halfway house and abide by all the rules and regulations of the program. The cost to be paid by ( )Pretrial Services or ( ) based on the defendant's ability to pay. You are restricted to the residential re-entry center/halfway house at all times except for:

( ) employment
( ) education
( ) religious services
( ) medical, substance abuse, or mental health treatment
( ) attorney visits
( ) court appearances
( ) court ordered obligations
( ) reporting to Pretrial Services
( ) other _____

DEFENDANT: TANYA PIERRE
CASE NUMBER: 26-MJ-2248-ELFENBEIN
PAGE FOUR

__ q. Third-Party Custody: _____ will serve as a third-party custodian and will report any violations of the release conditions to the U.S. Probation Officer. Failure to comply with these requirements, the third-party custodian can be subject to the provisions of 18 U.S.C. § 401, Contempt of Court.

__ r. The defendant shall submit his person, property, residence, vehicle, papers, computers, (as defined in 18 U.S.C. 1030(e)(1)), other electronic communication or data storage devices or media, or office, to a search conducted by a United States Probation Officer. The defendant must warn any other occupants that the premises may be subject to searches pursuant to this condition. Any search must be conducted at a reasonable time and in a reasonable manner.

__ s. **Mandatory Adam Walsh Conditions:** Defendant shall abide by specified restrictions on personal associations, place of abode, or travel, to avoid all contact with an alleged victim of the crime and with a potential witness who may testify concerning the offense; report on a regular basis to a designated law enforcement agency, pretrial services agency or other agency; comply with a specified curfew (with electronic monitoring) and refrain from possessing a firearm, destructive device or other dangerous weapons.

__ t. Additional Sex Offense Conditions for Defendants Charged or Convicted of a Sexual Offense:

1. ( ) Defendant may not have contact with victim(s), or any child under the age of 18, unless approved by the Court or allowed by the U.S. Probation Officer.
2. ( ) The defendant shall not possess or use any data encryption technique or program and shall provide passwords and administrative rights to the U.S. Probation Officer.
3. ( ) Defendant shall participate in specialized sex offender evaluation and treatment, if necessary, and to contribute to the costs of services rendered based on ability to pay, as determined by the U.S. Probation Office.
4. ( ) Defendant shall not possess, procure, purchase or otherwise obtain any internet capable device and/or computer. Additionally, the defendant is prohibited from using another individual's computer or device that has internet capability.
5. ( ) Defendant is prohibited from establishing or maintaining any email account or social media account. Additionally, the defendant is prohibited from using another individual's email account or social media account. Must provide monthly or upon request, personal phone and credit card billings to Pretrial Services to confirm there are no services with any internet services provider.
6. ( ) Defendant is not permitted to enter places where children congregate including, but not limited to any play areas, playgrounds, libraries, children-themed restaurants, daycares, schools, amusement parks, carnivals/fairs, unless approved by the U.S. Probation Officer.
7. ( ) The defendant shall not be involved in any children's or youth organizations.
8. ( ) Defendant is prohibited from viewing, owning, or possessing any obscene, pornographic, or sexually stimulating visual or auditory material, including telephone, electronic media, computer programs, or computer services.
9. ( ) The defendant shall participate in a maintenance polygraph examination to periodically investigate the defendant's compliance. The polygraph examination shall specifically address only defendant's compliance or non-compliance with the special conditions of release and shall not inquire into the facts of the pending criminal case against defendant. The defendant will contribute to the costs of services rendered (co-payment) based on ability to pay or availability of third party payment.

__ u. May travel to and from: SDFL & DMA, and must notify Pretrial Services of travel plans before leaving and upon return.

__ v. Comply with the following additional conditions of bond: _____

DEFENDANT: TANYA Pierre
CASE NUMBER: 26-MJ-2248-GLFENBEIN
PAGE FIVE

PENALTIES AND SANCTIONS APPLICABLE TO DEFENDANT

Violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for the defendant's arrest, a revocation of release, and order of detention, as provided in 18 U.S.C. §3148, forfeiture of any bail posted, and a prosecution for contempt as provided in 18 U.S.C. §401, which could result in a possible term of imprisonment or a fine.

The commission of any offense while on pretrial release may result in an additional sentence upon conviction for such offense to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be consecutive to any other sentence and must be imposed in addition to the sentence received for the offense itself.

Title 18 U.S.C. §1503 makes it a felony criminal offense punishable by imprisonment and a $250,000 fine to intimidate or attempt to intimidate a witness, juror or officer of the court; 18 U.S.C. §1510 makes it a felony criminal offense punishable by imprisonment and a $250,000 fine to obstruct a criminal investigation; 18 U.S.C. §1512 makes it a felony criminal offense punishable by imprisonment and a $250,000 fine to tamper with a witness, victim or informant; and 18 U.S.C. §1513 makes it a felony criminal offense punishable by imprisonment and a $250,000 fine to retaliate against a witness, victim or informant, or threaten to do so.

It is a criminal offense under 18 U.S.C. §3146, if after having been released, the defendant knowingly fails to appear as required by the conditions of release, or to surrender for the service of sentence pursuant to a court order. If the defendant was released in connection with a charge of, or while awaiting sentence, surrender for the service of a sentence, or appeal or certiorari after conviction for:

(1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more the defendant shall be fined not more than $250,000 or imprisoned for not more than ten years, or both;

(2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, the defendant shall be fined not more than $250,000 or imprisoned for not more than five years, or both;

(3) any other felony, the defendant shall be fined not more than $250,000 or imprisoned not more than two years, or both;

(4) a misdemeanor, the defendant shall be fined not more than $100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender shall be consecutive to the sentence of imprisonment for any other offense. In addition, a failure to appear may result in the forfeiture of any bail posted, which means that the defendant will be obligated to pay the full amount of the bond, which may be enforced by all applicable laws of the United States.

DEFENDANT: IANYA PIGRRG
CASE NUMBER: 26-MJ-2248-BLEIN BERN
PAGE SIX

PENALTIES AND SANCTIONS APPLICABLE TO SURETIES

Violation by the defendant of any of the foregoing conditions of release will result in an immediate obligation by the surety or sureties to pay the full amount of the bond. Forfeiture of the bond for any breach of one or more conditions may be declared by a judicial officer of any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each surety jointly and severally for the amount of the bond, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and other laws of the United States.

SIGNATURES

I have carefully read and I understand this entire appearance bond consisting of seven pages, or it has been read to me, and, if necessary, translated into my native language, and I know that I am obligated by law to comply with all of the terms of this bond. I promise to obey all conditions of this bond, to appear in court as required, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions outlined in this bond for violations of the terms of the bond.

If I am an agent acting for or on behalf of a corporate surety, I further represent that I am a duly authorized agent for the corporate surety and have full power to execute this bond in the amount stated.

DEFENDANT

Signed this 9th day of February, 2026 at Miami, Florida

DEFENDANT: (Signature) _____

Signed and acknowledged before me:

WITNESS: David Havard

Miami (City) FLORIDA (State)

Miami (City) FLORIDA (State)

CORPORATE SURETY

Signed this _____ day of _____, 20___ at _____, Florida

SURETY: _____

AGENT: (Signature) _____

PRINT NAME: _____

_____ (City) _____ (State)

INDIVIDUAL SURETIES

Signed this ___ day of _____, 20___ at _____, Florida

SURETY: (Signature) _____

PRINT NAME: _____

RELATIONSHIP TO DEFENDANT: _____

_____ (City) _____ (State)

Signed this ___ day of _____, 20___ at _____, Florida

SURETY: (Signature) _____

PRINT NAME: _____

RELATIONSHIP TO DEFENDANT: _____

_____ (City) _____ (State)

Signed this ___ day of _____, 20___ at _____, Florida

SURETY: (Signature) _____

PRINT NAME: _____

RELATIONSHIP TO DEFENDANT: _____

_____ (City) _____ (State)

Signed this ___ day of _____, 20___ at _____, Florida

SURETY: (Signature) _____

PRINT NAME: _____

RELATIONSHIP TO DEFENDANT: _____

_____ (City) _____ (State)

APPROVAL BY THE COURT

Date: 2/9/26

MARTY FULGUEIRA ELFENBEIN
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No: 26-MJ-2248-ELFENBEIN

United States of America
Plaintiff,
v.

Charging District=s Case No. 26-CR-

Tanya Pierre,
Defendant.
_____/

WAIVER OF RULE 5 & 5.1 REMOVAL/IDENTITY HEARINGS

I understand that I have been charged in another district, the **District of Massachusetts.**

I have been informed of the charges and of my rights to:

(1) retain counsel or request the assignment of counsel if I am unable to retain counsel;
(2) an identity hearing to determine whether I am the person named in the charges;
(3) production of the warrant, a certified copy of the warrant, or a reliable electronic copy of either;
(4) a preliminary hearing within 14 days of my first appearance if I am in custody and 21 days otherwise C unless I am indicted C to determine whether there is probable cause to believe that an offense has been committed;
(5) a hearing on any motion by the government for detention;
(6) request transfer of the proceedings to this district under Fed. R. Crim. P. 20, to plead guilty.

I agree to waive my rights to: **(check those that apply)**

☑ An identity hearing and production of the warrant.
☐ A preliminary hearing.
☐ A detention hearing in the Southern District of Florida.
☐ An identity hearing, production of the warrant, and any preliminary or detention hearing to which I may be entitled to in this district. I request that those hearings be held in the prosecuting district, at a time set by that court.

I consent to the issuance of an order requiring my appearance in the prosecuting district where the charges are pending against me.

Defendant's Signature

Date: 2/9/26

Marty F. Elfenbein
United States Magistrate Judge

```
MIME-Version:1.0
From:cmecfautosender@flsd.uscourts.gov
To:flsd_cmecf_notice
Bcc:
--Case Participants: David Adrian Howard (david@davidhowardlaw.com,
davidlaw1100@gmail.com), Noticing AUSA CR TP/SR (usafls.transferprob@usdoj.gov),
Magistrate Judge Marty Fulgueira Elfenbein (elfenbein@flsd.uscourts.gov)
--Non Case Participants: CJA Clerk (cmecf_cja@flsd.uscourts.gov), Federal Public Defender
(fls_ecf@fd.org)
--No Notice Sent:

Message-Id:26351394@flsd.uscourts.gov
Subject:Activity in Case 1:26-mj-02248-MFE USA v. Pierre Order on Motion to Appoint
Counsel
```

Content-Type: text/html

U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered on 2/10/2026 at 8:10 AM EST and filed on 2/9/2026

Case Name:	USA v. Pierre
Case Number:	1:26-mj-02248-MFE
Filer:	
Document Number:	4(No document attached)

Docket Text:

PAPERLESS ORDER granting [DE 3] Motion to Appoint Counsel. Appointment of CJA Attorney David Adrian Howard for REMOVAL/RULE 5 to another District representation. Date attorney was appointed CJA: 2/9/2026 as to Tanya Pierre (1). Signed by Magistrate Judge Marty Fulgueira Elfenbein on 2/9/2026. (ar2)

1:26-mj-02248-MFE-1 Notice has been electronically mailed to:

David Adrian Howard david@davidhowardlaw.com, davidlaw1100@gmail.com

Noticing AUSA CR TP/SR Usafls.transferprob@usdoj.gov

1:26-mj-02248-MFE-1 Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

```
MIME-Version:1.0
From:cmecfautosender@flsd.uscourts.gov
To:flsd_cmecf_notice
Bcc:
--Case Participants: David Adrian Howard (david@davidhowardlaw.com,
davidlaw1100@gmail.com), Noticing AUSA CR TP/SR (usafls.transferprob@usdoj.gov),
Magistrate Judge Marty Fulgueira Elfenbein (elfenbein@flsd.uscourts.gov)
--Non Case Participants: Federal Public Defender (fls_ecf@fd.org)
--No Notice Sent:

Message-Id:26351389@flsd.uscourts.gov
Subject:Activity in Case 1:26-mj-02248-MFE USA v. Pierre Motion to Appoint Counsel
```
Content-Type: text/html

U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered on 2/10/2026 at 8:08 AM EST and filed on 2/9/2026

Case Name:	USA v. Pierre
Case Number:	1:26-mj-02248-MFE
Filer:	Dft No. 1 - Tanya Pierre
Document Number:	3(No document attached)

Docket Text:

ORE TENUS MOTION to Appoint Counsel by Tanya Pierre. (ar2)

1:26-mj-02248-MFE-1 Notice has been electronically mailed to:

Noticing AUSA CR TP/SR   Usafls.transferprob@usdoj.gov

David Adrian Howard   david@davidhowardlaw.com, davidlaw1100@gmail.com

1:26-mj-02248-MFE-1 Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

MINUTE ORDER

Magistrate Judge Marty F. Elfenbein

Atkins Building Courthouse - 5th Floor Date: 2/9/26 Time: 2:00 p.m.

Defendant: Tanya Pierre J#: 40655-512 Case #: 26-MJ-2248-ELFENBEIN

AUSA: Katherine Guthrie Attorney:

Violation: D MA/WARR/IND/Wire and Bank Fraud Conspiracy Surr/Arrest Date: 2/9/26 YOB: 1997

Proceeding: Initial Appearance CJA Appt: David Howard

Bond/PTD Held: ○ Yes ○ No Recommended Bond:

Bond Set at: STIP- $25K PSB Co-signed by:

☑ Surrender and/or do not obtain passports/travel docs

Language: English

☑ Report to PTS as directed/or _____ x's a week/month by phone: _____ x's a week/month in person

☑ Random urine testing by Pretrial Services

Treatment as deemed necessary

☐ Refrain from excessive use of alcohol

☐ Participate in mental health assessment & treatment

☑ Maintain or seek full-time employment/education

☑ **No contact with victims/witnesses/codefendants, except through counsel, no employment with access to PII of others**

☐ No firearms

☐ Not to encumber property

☐ May not visit transportation establishments

☐ Home Confinement/Electronic Monitoring and/or Curfew _____ pm to _____ am, paid by _____

☐ Allowances: Medical needs, court appearances, attorney visits, religious, employment

☑ Travel extended to: SD/FL & District of Massachusetts

☐ Other:

Disposition:

Companion Case 26mj2249

Defendant advised of rights and charges.

Defendant ore tenus motion to appoint counsel -GRANTED-.

Defendant sworn; CJA counsel appointed.

Defendant waived ID/Removal Hrg

The parties stipulated to a bond of $25K PSB.

Defendant ordered removed to the District of Massachusetts.

Defendant will appear virtually in the District of Massachusetts.

Time from today to _____ excluded from Speedy Trial Clock

NEXT COURT APPEARANCE **Date:** **Time:** **Judge:** **Place:**

Report RE Counsel:

PTD/Bond Hearing:

Prelim/Arraign or Removal:

Status Conference RE:

D.A.R. **14:27:48** Time in Court: **18 mins**

s/Marty F. Elfenbein Magistrate Judge

AO 442 (Rev. 11/11) Arrest Warrant

UNITED STATES DISTRICT COURT

for the

District of Massachusetts

United States of America
v.

SNIDERS JEAN-JACQUES, et al

Defendant

26-MJ-2248-ELFENBEIN

Case No. 26-cr-

FILED BY BM D.C.
Feb 9, 2026
ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay

(name of person to be arrested) TANYA PIERRE ,

who is accused of an offense or violation based on the following document filed with the court:

☑ Indictment ☐ Superseding Indictment ☐ Information ☐ Superseding Information ☐ Complaint

☐ Probation Violation Petition ☐ Supervised Release Violation Petition ☐ Violation Notice ☐ Order of the Court

This offense is briefly described as follows:

18 U.S.C. § 1349 - Wire and Bank Fraud Conspiracy

Date: February 5, 2026

Issuing officer's signature

City and state: Boston, Massachusetts

Hon. M. Page Kelley, U.S. Magistrate Judge

Printed name and title

Return

This warrant was received on *(date)* _____ , and the person was arrested on *(date)* _____

at *(city and state)* _____ .

Date: _____

Arresting officer's signature

Printed name and title

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

26-MJ-2248-ELFENBEIN

UNITED STATES OF AMERICA v. (1) SNIDERS JEAN JACQUES, (2) GERMAN OLIVO, (3) JIM KELLY MICHEL, (4) TANYA PIERRE, and (5) ROSALIE CLEMENT-JACKSON, Defendants	Criminal No. Violation: Count One: Wire and Bank Fraud Conspiracy (18 U.S.C. § 1349) Forfeiture Allegation: (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461)

INDICTMENT

At all times relevant to this Indictment:

General Allegations

1. Defendant SNIDERS JEAN-JACQUES lived in Florida.

2. JEAN-JACQUES operated three businesses: (1) On the Go ("OTG"), a tax preparation and credit repair business with offices in Boston, Massachusetts and North Miami, Florida; (2) Black Market Luxury ("BML"), a luxury car and yacht rental business in Miami; and (3) Nursing Loving Care ("NLC"), an unregistered nursing home in Miami.

3. Defendant GERMAN OLIVO lived in Florida.

4. Defendant JIM KELLY MICHEL lived in Florida.

5. Defendant TANYA PIERRE lived in Florida and worked as JEAN-JACQUES's assistant.

6. Defendant ROSALIE CLEMENT-JACKSON lived in Florida and worked as a

mortgage loan officer.

7. Co-conspirator 1 ("CC-1") lived in Florida and worked as a real estate agent.

8. Borrowers 1 and 2 lived in Florida.

9. Employee 1 lived in Florida and worked for OTG.

10. Employee 2 lived in Florida and worked for BML.

11. Rocket Mortgage ("RM"), United Wholesale Mortgage ("UWM"), Cross Country Mortgage, Caliber Home Loans, Gold Star Mortgage Financial Group, Plaza Home Mortgage, Paramount Residential Mortgage Group, and Quontic Bank (collectively, "the Mortgage Lenders") were financial institutions as defined in Title 18, United States Code, Section 20.

12. Strata Wynwood and Midtown Five were high-rise apartment complexes in Miami.

13. Victim 1 had a Social Security number that originally issued in Virginia.

14. Victim 2 had a Social Security number that originally issued in Delaware.

Overview of the Conspiracy and the Scheme to Defraud

15. Between at least in or about May 2018 and continuing through at least in or about June 2025, in the District of Massachusetts, the Southern District of Florida, and elsewhere, JEAN-JACQUES, OLIVO, KELLY MICHEL, PIERRE, CLEMENT-JACKSON, and CC-1 conspired with each other and others known and unknown to the Grand Jury to obtain money and property, including mortgage loans and apartment leases, through fraudulent misrepresentations, including fake paystubs, altered bank statements, fraudulent credit histories, and the unauthorized use of Social Security numbers belonging to others.

Objects and Purpose of the Conspiracy

16. The objects of the conspiracy were to commit wire and bank fraud by submitting false and fraudulent financial information to lenders and property owners to obtain mortgage loans and leases. The purpose of the conspiracy and the scheme to defraud was to profit and to conceal the submission of the false and fraudulent information from lenders, property owners, and law enforcement authorities.

Manner and Means of the Conspiracy and Scheme to Defraud

17. Among the manner and means by which JEAN-JACQUES, OLIVO, KELLY MICHEL, PIERRE, CLEMENT-JACKSON, CC-1, and co-conspirators known and unknown to the Grand Jury carried out the conspiracy and the scheme to defraud were the following:

a. Recruiting individuals with poor credit histories who needed mortgage loans and apartment rentals ("Fraudulent Applicants");

b. Obtaining and providing victims' Social Security numbers to Fraudulent Applicants for use in mortgage loan and rental applications;

c. Paying for so-called "tradelines" in which co-conspirators temporarily added Fraudulent Applicants' names to the credit accounts of individuals with strong credit histories, in order to improve Fraudulent Applicants' credit scores;

d. Creating fake paystubs for Fraudulent Applicants;

e. Forging bank statements to show purported savings and income for Fraudulent Applicants;

f. Submitting the fake paystubs and forged bank statements on behalf of

Fraudulent Applicants for mortgage loans and apartment leases;

g. Applying for apartment rentals for the use of Fraudulent Applicants but using identities of other individuals in the applications;

h. Charging Fraudulent Applicants a percentage of loan proceeds as a fee; and

i. Communicating with each other about Fraudulent Applicants, false and stolen Social Security numbers, tradelines, fake paystubs, forged bank statements, loan and apartment rental applications, and payments.

18. In this fashion, JEAN-JACQUES, OLIVO, KELLY MICHEL, PIERRE, CLEMENT-JACKSON, CC-1 and others applied for more than $6.7 million, and obtained more than $3.7 million, in loans from lenders, and applied for and obtained dozens of apartment rentals from property owners.

Acts in Furtherance of the Conspiracy and the Scheme to Defraud

19. On various dates between at least May 2018 and in or about June 2025, in the District of Massachusetts, the Southern District of Florida, and elsewhere, JEAN-JACQUES, OLIVO, KELLY MICHEL, PIERRE, CLEMENT-JACKSON, CC-1 and others known and unknown to the Grand Jury committed and caused to be committed the following acts, among others, in furtherance of the conspiracy and scheme to defraud:

a. On or about May 15, 2018, KELLY MICHEL messaged JEAN-JACQUES a listing of available tradelines and the cost of each.

b. On or about December 5, 2020, JEAN-JACQUES instructed PIERRE, in substance, to provide an apartment complex with the phone number for a Fraudulent Applicant,

but to pretend the number was PIERRE's, because the apartment had been rented in PIERRE's name.

c. On or about January 7, 2021, JEAN-JACQUES instructed PIERRE, in substance, to add a tradeline to a Fraudulent Applicant's credit so the Fraudulent Applicant could qualify for a mortgage loan.

d. On or about February 24, 2021, JEAN-JACQUES and CLEMENT-JACKSON arranged for JEAN-JACQUES to pay $10,000 cash to CLEMENT-JACKSON in exchange for CLEMENT-JACKSON securing mortgage loan financing for one of JEAN-JACQUES's Fraudulent Applicants.

e. On or about March 23, 2021, PIERRE forwarded JEAN-JACQUES a message from a property manager about how to make rental payments for a unit rented in PIERRE's name on behalf of a Fraudulent Applicant. In response, JEAN-JACQUES instructed PIERRE to forward the message to CC-1.

f. On or about September 27, 2021, PIERRE notified JEAN-JACQUES that she was going to be late to work because CC-1 "has me going to art plaza to renew some lease" in PIERRE's name.

g. On or about August 9, 2022, JEAN-JACQUES messaged PIERRE from Massachusetts asking her, in substance, to gather personally identifiable information for Employee 1, Employee 2, and others so that JEAN-JACQUES could provide it to KELLY MICHEL to procure tradelines and fake or stolen Social Security numbers.

h. On or about September 28, 2023, PIERRE messaged JEAN-JACQUES to ask which of their Fraudulent Applicant clients were supposed to have tradelines.

i. On or about October 24, 2023, JEAN-JACQUES messaged PIERRE with KELLY MICHEL's WhatsApp contact information and asked PIERRE, in substance, to make sure tradelines appeared on a Fraudulent Applicant's credit report.

Borrower 1

j. On or about June 13, 2018, JEAN-JACQUES sent Borrower 1's email address to KELLY MICHEL for the purpose of securing a tradeline for Borrower 1.

k. On or about June 13, 2018, KELLY MICHEL messaged JEAN-JACQUES that "[a]ll tradelines have posted boss."

l. On or about June 1, 2020, Borrower 1 messaged JEAN-JACQUES asking whether, in substance, the tradeline JEAN-JACQUES had offered her would boost her credit enough to purchase a home.

m. On or about January 8, 2021, JEAN-JAQUES messaged CLEMENT-JACKSON asking, in substance, how the mortgage application for Borrower 1 was progressing.

n. On or about March 23, 2021, Borrower 1 sent JEAN-JACQUES copies of her true bank statements for January and February 2021. The January 2021 statement showed a starting balance of $527.18.

o. On or about March 23, 2021, JEAN-JACQUES sent OLIVO Borrower 1's true January and February 2021 bank statements and fake NLC paystubs that JEAN-JACQUES had created for Borrower 1, despite that Borrower 1 had never worked for NLC. JEAN-

JACQUES instructed OLIVO, in substance, to alter the bank statements to show a starting balance of at least $65,000 and deposits corresponding to the fake NLC paystubs.

p. On or about March 24, 2021, OLIVO messaged JEAN-JACQUES altered versions of Borrower 1's January and February 2021 bank statements. The altered January 2021 statement had a starting balance of $69,643.28, and both statements reflected deposits corresponding to the fake NLC paystubs.

q. On or about March 25, 2021, JEAN-JACQUES, from Massachusetts, paid OLIVO $200 via CashApp for altering Borrower 1's bank statements and messaged OLIVO a screenshot showing he had sent the payment.

r. On or about May 26, 2021, JEAN-JACQUES messaged OLIVO asking him, in substance, to create two more months of altered bank statements for Borrower 1.

s. On or about May 28, 2021, OLIVO messaged JEAN-JACQUES altered versions of Borrower 1's April and May 2021 bank statements.

t. On or about June 24, 2021, KELLY MICHEL added another tradeline to Borrower 1's credit report.

u. On or about July 26, 2021, CC-1 messaged JEAN-JACQUES reminding him, in substance, to prepare fake paystubs and fraudulent June and July bank statements for Borrower 1.

v. On or about July 26, 2021, JEAN-JACQUES messaged CC-1 a copy of Borrower 1's altered June 2021 bank statement.

w. On or about July 26, 2021, Borrower 1 emailed JEAN-JACQUES a copy of her true bank statement for July 2021, which showed a beginning balance of $3,050.41.

x. On or about July 26, 2021, JEAN-JACQUES messaged OLIVO asking him, in substance, to alter Borrower 1's July 2021 bank statement.

y. On or about July 27, 2021, OLIVO messaged JEAN-JACQUES a version of Borrower 1's July 2021 bank statement that OLIVO had altered to show a beginning balance of $95,995.43.

z. On or about July 27, 2021, JEAN-JACQUES messaged CC-1 the altered July 2021 bank statement for Borrower 1, but a few seconds later instructed CC-1, in substance, not to use the statement because it was "no good."

aa. On or about July 27, 2021, JEAN-JACQUES messaged OLIVO to complain, in substance, that the deposit dates on the altered July 2021 bank statement for Borrower 1 did not match the dates on the fake NLC paystubs.

bb. On or about July 27, 2021, OLIVO messaged JEAN-JACQUES revised versions of Borrower 1's altered June and July 2021 bank statements.

cc. On or about July 28, 2021, JEAN-JACQUES messaged CC-1 the revised altered versions of Borrower 1's June and July 2021 bank statements and confirmed they were "good to go."

dd. On or about August 27, 2021, JEAN-JACQUES sent Borrower 1's August 2021 bank statement and additional fake NLC paystubs to OLIVO and instructed OLIVO, in substance, to alter the statement as he had done in the past.

ee. On or about August 28, 2021, OLIVO sent JEAN-JACQUES an altered August 2021 bank statement for Borrower 1 showing deposits corresponding to the fake NLC paystubs.

ff. On or before September 13, 2021, JEAN-JACQUES and CC-1 caused Borrower 1's altered bank statements and fake NLC paystubs to be submitted to RM with Borrower 1's mortgage application.

gg. On or about September 13, 2021, Borrower 1 sent JEAN-JACQUES a screenshot of an email from an RM representative regarding verification of Borrower 1's employment.

hh. On or about September 27, 2021, Borrower 1 sent JEAN-JACQUES an iMessage in which she reminded him, in substance, that the lender would call JEAN-JACQUES to verify her employment.

Borrower 2

ii. On or before October 8, 2021, CLEMENT-JACKSON notified Borrower 2 that, based on CLEMENT-JACKSON's review of his financial information and bank statements, Borrower 2 would not qualify for a mortgage loan, and referred Borrower 2 to JEAN-JACQUES to obtain altered bank statements.

jj. On or about October 8, 2021, Borrower 2 sent JEAN-JACQUES copies of his true bank statements for August and September 2021. The August 2021 statement showed a starting balance of $15,103.98.

kk. On or about October 8, 2021, JEAN-JACQUES sent Borrower 2 images of fake paystubs JEAN-JACQUES had created for Borrower 2 showing payroll from BML, despite that Borrower 2 had never worked for BML.

ll. On or about October 8, 2021, JEAN-JACQUES sent Borrower 2 contact information for BML and Borrower 2's purported title and start date at the company.

mm. On or about October 8, 2021, JEAN-JACQUES sent Borrower 2's true August and September 2021 bank statements and the fake BML paystubs to OLIVO and instructed OLIVO, in substance, to alter the bank statements to show a starting balance of at least $84,000 and deposits corresponding to the fake BML paystubs.

nn. On or about October 12, 2021, OLIVO sent JEAN-JACQUES altered versions of Borrower 2's August and September 2021 bank statements. OLIVO had altered the August 2021 statement to have a starting balance of $84,103.98, and both statements reflected deposits corresponding to the fake BML paystubs.

oo. On or about October 13, 2021, JEAN-JACQUES messaged Borrower 2 an updated start date for Borrower 2's purported job at BML and the name of Borrower 2's purported manager at the company.

pp. On or about October 14, 2021, JEAN-JACQUES sent Borrower 2 an additional purported paystub from BML.

qq. On or about October 14, 2021, Borrower 2 emailed the purported BML paystubs and his altered bank statements for August and September 2021 to CLEMENT-JACKSON, who in turn caused them to be sent to UWM in connection with Borrower 2's

mortgage loan application.

rr. On or about October 26, 2021, JEAN-JACQUES messaged OLIVO a screenshot of Borrower 2's October 2021 transactions from his bank that Borrower 2 had previously sent to JEAN-JACQUES.

ss. On or about October 27, 2021, OLIVO messaged JEAN-JACQUES an altered version of the screenshot showing Borrower 2's October 2021 transactions, which OLIVO had altered to include a purported payroll deposit from BML.

tt. On or about November 2, 2021, JEAN-JACQUES notified OLIVO, in substance, that Borrower 2 needed the altered bank statements as soon as possible because Borrower 2's lender would not accept the screenshot of his October 2021 transactions.

uu. On or about November 2, 2021, OLIVO asked JEAN-JACQUES, in substance, if the mortgage lender had received the screenshot and whether the lender would compare the screenshot to the altered statement OLIVO was preparing such that they had to match.

vv. On or about November 18, 2021, JEAN-JACQUES caused Borrower 2's purported employment with BML to be verified with Borrower 2's mortgage lender.

ww. On or about November 19, 2021, UWM funded a mortgage loan of $407,483 for Borrower 2.

Employee 1

xx. On or about August 12, 2022, PIERRE messaged JEAN-JACQUES Employee 1's true date of birth and Social Security number.

yy. On or about August 13, 2022, JEAN-JACQUES messaged KELLY MICHEL Employee 1's true date of birth and Social Security number.

zz. On or about August 14, 2022, KELLY MICHEL messaged JEAN-JACQUES, in substance, that a fake Social Security number and tradeline for Employee 1 would cost $650.

aaa. On or about September 4, 2022, KELLY MICHEL sent JEAN-JACQUES a photo that listed Victim 1's Social Security number for Employee 1 and indicated that Victim 1's Social Security number had issued in Delaware.

bbb. On or about September 4, 2022, KELLY MICHEL sent JEAN-JACQUES a photo indicating that Employee 1 had a credit score of 734.

ccc. On or about September 4, 2022, JEAN-JACQUES messaged CC-1 Employee 1's name, true date of birth, and both her true Social Security number and Victim 1's Social Security number. The message also stated, in substance, that Employee 1 had worked for NLC since February 19, 2019, and provided the name and contact information for Employee 1's purported supervisor, despite that Employee 1 never worked for NLC. The message also listed Employee 1's true residential address and provided, in substance, the date Employee 1 purportedly began living at the address and the name of Employee 1's purported landlord ("the September 4, 2022 Message").

ddd. On or about September 9, 2022, CC-1 ran a credit report for Employee 1 in connection with an application lease a 5,000 square-foot residence in Florida.

eee. On or about September 10, 2022, JEAN-JACQUES sent CC-1 a copy of the September 4, 2022 Message, but with Employee 1's true Social Security number removed and a fabricated address in place of Employee 1's true residential address ("the September 10, 2022 Message").

fff. On or about October 1, 2022, JEAN-JACQUES sent PIERRE a copy of the September 10, 2022 Message.

ggg. On or before October 10, 2022, JEAN-JACQUES created fake paystubs for Employee 1 from BML, despite that Employee 1 never worked there.

hhh. On or before October 10, 2022, OLIVO altered June, July, and August 2022 bank statements for an account in Employee 1's name, to make it appear Employee 1 was receiving payroll from BML, despite that Employee 1 never worked there.

iii. On or about October 10, 2022, JEAN-JACQUES and CC-1 caused a rental application in Employee 1's name to be electronically submitted to Strata Wynwood.

Employee 2

jjj. On or about August 12, 2022, PIERRE messaged JEAN-JACQUES Employee 2's true date of birth and Social Security number.

kkk. On or about August 13, 2022, JEAN-JACQUES messaged KELLY MICHEL Employee 2's true date of birth and Social Security number.

lll. On or about August 14, 2022, KELLY MICHEL messaged JEAN-JACQUES, in substance, that a fake Social Security number and tradeline for Employee 2 would cost $650.

mmm. On or about August 23, 2022, KELLY MICHEL sent JEAN-JACQUES a photo that listed Victim 2's Social Security number for Employee 2 and indicated that Victim 2's Social Security number had issued in Virginia.

nnn. On or about September 15, 2022, JEAN-JACQUES sent PIERRE a WhatsApp message listing Employee 2's name, true date of birth and email address, but Victim 2's Social Security number and a fabricated residential address for Employee 2.

ooo. On or about September 15, 2022, JEAN-JACQUES sent CC-1 a WhatsApp message listing Employee 2's name and true date of birth, but Victim 2's Social Security number. CC-1 used this information to run a credit score for Employee 2.

ppp. On or about September 15, 2022, CC-1 messaged JEAN-JACQUES that Employee 2's credit score was 696.

qqq. On or about September 16, 2022, JEAN-JACQUES sent CC-1 images of fake paystubs JEAN-JACQUES had created for Employee 2 showing payroll from NLC, despite that Employee 2 had never worked for there.

rrr. On or about September 17, 2022, JEAN-JACQUES sent OLIVO a WhatsApp voice message in which he requested, in substance, that OLIVO create bank statements for Employee 2 for June, July, and August 2022.

sss. On or about September 17, 2022, in a series of WhatsApp messages, JEAN-JACQUES and OLIVO discussed, in substance, that the requested monthly bank statements for Employee 2 could be from any bank and the beginning balance should be at least $110,000.

ttt. On or about September 17, 2022, OLIVO sent JEAN-JACQUES forged bank statements for Employee 2 for June, July, and August 2022. The beginning balance in the June 2022 statement was $110,632.14.

uuu. On or about September 17, 2022, JEAN-JACQUES sent CC-1 a WhatsApp message with Employee 2's name and date of birth, but Victim 2's Social Security number. The message also stated, in substance, that Employee 2 had worked for NLC since April 15, 2019, and provided the name and contact information for Employee 2's purported supervisor. The message further listed a fabricated residential address for Employee 2 and provided, in substance, the date Employee 2 purportedly began living at the address and the name of Employee 2's purported landlord ("the September 17, 2022 Message").

vvv. On or about September 17, 2022, JEAN-JACQUES sent CC-1 copies of the fabricated bank statements for June through August 2022 for Employee 2 and fabricated IRS Forms W-2 for Employee 2 from NLC for 2020 and 2021.

www. On or about September 20, 2022, JEAN-JACQUES caused a $2,512 per month, year-long lease for a single-family home in Georgia to be electronically signed in Employee 2's name.

xxx. On or about September 21, 2022, JEAN-JACQUES sent PIERRE a copy of the September 17, 2022 Message.

yyy. On or about September 22, 2022, JEAN-JACQUES caused a rental application in Employee 2's name to be electronically submitted to Midtown Five.

zzz. On or about October 27, 2022, JEAN-JACQUES forwarded PIERRE a screenshot of an email from a representative of Midtown Five indicating, in substance, that Employee 2's rental application had been denied because the documents supporting her application had been edited and could not be authenticated.

COUNT ONE
Wire and Bank Fraud Conspiracy
(18 U.S.C. § 1349)

The Grand Jury charges:

20. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 19(zzz) of this Indictment.

21. From at least in or about May 2018 through at least in or about June 2025, in the District of Massachusetts, the Southern District of Florida, and elsewhere, the defendants,

(1) SNIDERS JEAN JACQUES,
(2) GERMAN OLIVO,
(3) JIM KELLY MICHEL,
(4) TANYA PIERRE, and
(5) ROSALIE CLEMENT-JACKSON,

conspired with each other and with others known and unknown to the Grand Jury to commit the following offenses:

a. bank fraud, that is, to knowingly execute, and attempt to execute, a scheme and artifice to defraud financial institutions, that is, the Mortgage Lenders, and to obtain moneys, funds, credits, assets, securities and other property owned by and under the custody and control of the Mortgage Lenders, by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344; and

b. wire fraud, that is, having devised and intending 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, to transmit and cause to be transmitted, by

means of wire communications in interstate and foreign commerce, writings, signs, signals, pictures and sounds, for the purpose of executing the scheme to defraud, in violation of Title 18, United States Code, Section 1343.

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

FORFEITURE ALLEGATION
(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

22. Upon conviction of the offense in violation of Title 18, United States Code, Section 1349, set forth in Count One, the defendants,

(1) SNIDERS JEAN JACQUES,
(2) GERMAN OLIVO,
(3) JIM KELLY MICHEL,
(4) TANYA PIERRE, and
(5) ROSALIE CLEMENT-JACKSON,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

23. If any of the property described in Paragraph 22, above, as being forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendants–

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty;

it is the intention of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property described in Paragraph 22 above.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL

[redacted]

FOREPERSON

Kristen A. Kearney

KRISTEN A. KEARNEY
ASSISTANT UNITED STATES ATTORNEY
DISTRICT OF MASSACHUSETTS

District of Massachusetts: February 5, 2026
Returned into the District Court by the Grand Jurors and filed.

/s/ Leonardo T. Vieira, 2:15pm
DEPUTY CLERK