UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

UNITED STATES OF AMERICA

Case No. 8:25 cr314 wfJ- NHA

v.

18 U.S.C. § 1343 (Wire Fraud)

KATRENIA LYNETTE HARRIS

Filed Under Seal

INDICTMENT

The Grand Jury charges:

COUNTS ONE THROUGH FIVE (Wire Fraud)

A. Introduction

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At times material to this Indictment:

- 1. KATRENIA LYNETTE HARRIS was an individual residing in the Middle District of Florida who was not licensed to offer, broker, or facilitate the sale of policies for insurance coverage within the State of Florida, as required by Florida Statutes.
- 2. VICTIM BUSINESS 1 was a nationally known provider of automobile insurance and provided coverage to individuals within the State of Florida and the Middle District of Florida. VICTIM BUSINESS 1 offered insurance either through a "direct" sales channel to consumers by means of the internet or phone, or through a licensed insurance broker.

- 3. VICTIM A.W. was an individual residing in the Middle District of Florida who attempted to obtain insurance coverage through VICTIM BUSINESS 1 by engaging with HARRIS.
- 4. VICTIM D.B. was an individual residing in the Middle District of Florida who attempted to obtain insurance coverage through VICTIM BUSINESS 1 by engaging with HARRIS.
- 5. VICTIM A.T. was an individual residing in the State of Ohio who attempted to obtain insurance coverage through VICTIM BUSINESS 1 by engaging with HARRIS.
- 6. VICTIM B.S. was an individual residing in the Middle District of Florida who attempted to obtain insurance coverage through VICTIM BUSINESS 1 by engaging with HARRIS.
- 7. To "bind" or "bound" an insurance policy meant to sell or give effect to the terms of a policyholder agreement, wherein an obligation for payment of an insurance premium is incurred by the insured, and the insurance carrier provides documents reflecting the existence of an insurance policy.
- 8. "Cash App" is a "digital wallet", or person-to-person money transfer service owned and operated by Block, Inc. The service is accessed by users using a mobile phone-based application. Users generally associate their Cash App account with a bank account at a financial institution for purposes of depositing and withdrawing funds into and out of the service.

B. The Scheme and Artifice

9. Beginning on or about a date unknown to the Grand Jury, but not later than in or about February 2017, and continuing through and including in or about August 2023, in the Middle District of Florida and elsewhere, the defendant,

KATRENIA LYNETTE HARRIS,

did knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises.

C. Manner and Means

- 10. The manner and means utilized to accomplish the scheme and artifice included, among others, the following:
- a. It was part of the scheme and artifice that by means of her false representations, HARRIS would and did cause hundreds of automobile insurance policies to be bound by VICTIM BUSINESS 1.
- b. It was further part of the scheme and artifice that HARRIS would and did fraudulently hold herself out to individuals as an authorized insurance agent and/or broker for VICTIM BUSINESS 1, for the purposes of obtaining money and property from individuals seeking automobile insurance.
- c. It was further part of the scheme and artifice that HARRIS would and did impersonate her victim-customers, causing the submission of fraudulent applications for insurance by means of the telephone and the internet, containing false contact information for the victim-customers. As a result of this

impersonation, HARRIS would and did directly receive the initial insurance policy documents for the newly bound policies from VICTIM BUSINESS 1.

- d. It was further part of the scheme and artifice that HARRIS would and did create and utilize multiple email addresses containing false ownership information for purposes of facilitating communication with VICTIM BUSINESS 1 and the transmission of policy documents to victim-customers.
- e. It was further part of the scheme and artifice that HARRIS would and did accept insurance premiums from victim-customers for insurance services, typically by means of electronic payment methods, such as "Cash App" which involved the use of wire communications in interstate commerce.
- f. It was further part of the scheme and artifice that HARRIS, upon receipt of payments, would and did forward to victim-customers by e-mail or text message, the fraudulently obtained initial policy documents HARRIS received from VICTIM BUSINESS 1.
- g. It was further part of the scheme and artifice that HARRIS would and did keep the money received from victim-customers as payment for insurance premiums rather than use the funds to pay the premiums for the bound policies of her victim-customers.
- h. It was further part of the scheme and artifice that due to
 HARRIS' actions in failing to remit insurance premiums, HARRIS would and did
 cause policies procured in the name of victim-customers to be cancelled or otherwise

rescinded, shortly after being initially bound due to non-payment, stopped payment, or invalid financial account information.

- i. It is further part of the scheme and artifice that HARRIS would and did fail to notify victim-customers of their policy cancellation due to the fraudulent nature of their policies and/or non-payment of premiums, and as a result, victim-customers thereafter operated automobiles without required insurance under Florida law during the alleged period(s) of coverage using the documents provided by HARRIS, resulting in additional financial loss and other legal consequences to some of the victim-customers due to the fraudulently obtained cancelled policies.
- j. It was a further part of the scheme and artifice that HARRIS would and did misrepresent, hide, conceal, and cause to be misrepresented, hidden, and concealed, acts performed in furtherance of the scheme.

D. Execution of the Scheme

11. On or about each of the dates set forth below, in the Middle District of Florida, the defendant,

KATRENIA LYNETTE HARRIS,

for the purpose of executing the scheme and artifice described above and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

COUNT	DATE	Description
1	September 9, 2020	A wire transfer in interstate commerce of funds totaling \$200.00 from victim B.S. to HARRIS on the "Cash App" platform for payment of insurance premium to VICTIM BUSINESS 1
2	October 7, 2020	A wire transfer in interstate commerce of funds totaling \$150.00 from victim A.T. to HARRIS on the "Cash App" platform for payment of insurance premium to VICTIM BUSINESS 1
3	July 9, 2022	A wire transfer in interstate commerce of funds totaling \$200.00 from victim D.B. to HARRIS on the "Cash App" platform for payment of insurance premium to VICTIM BUSINESS 1
4	February 27, 2023	A wire transfer in interstate commerce of funds totaling \$200.00 from victim A.W. to HARRIS on the "Cash App" platform for payment of insurance premium to VICTIM BUSINESS 1
5	February 27, 2023	A wire transfer in interstate commerce of funds totaling \$300.00 from victim A.W. to HARRIS on the "Cash App" platform for payment of insurance premium to VICTIM BUSINESS 1

All in violation of 18 U.S.C. \S 1343.

FORFEITURE

- 12. The allegations contained in Counts One through Five of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).
- 13. Upon conviction of the offenses in violation of 18 U.S.C. § 1343 set forth in Counts One through Five of this Indictment, the defendant,

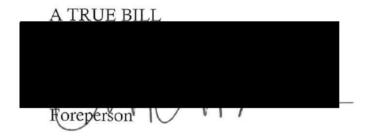
KATRENIA LYNETTE HARRIS,

shall forfeit to the United States of America, 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 offenses. The property to be forfeited includes, but is not limited to, the \$49,772.40 in proceeds the defendant obtained as a result of the commission the offenses.

- 14. If any of the property described above, as a result of any act or omission of the defendant:
 - 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,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).



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