

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANGELA R. CLARK, (1)

[DOB: 10/15/1968],

JEROME SHADE HOWARD, (2)

a/k/a/ Shade Jerome Howard,

a/k/a Jerome Howard I,

a/k/a Shade Jerome Howard I,

a/k/a Jerome Howard, Jr.,

a/k/a Shade J. Howard, Sr.,

a/k/a Howard J. Shade,

a/k/a Jerome L. Howard,

[DOB: 01/20/1969],

RONALD E. BROWN, JR., (3)

[DOB: 07/22/1969],

STEFAN M. GUERRA, (4)

[DOB: 09/12/1978],

CYNTHIA D. JORDAN, (5)

DOB: 01/30/1967],

JAMES F. SIMPSON, (6)

[DOB: 01/20/1969],

STEVEN M. SALAS, (7)

[DOB: 09/30/1973],

MICHAEL CONRAD SMITH, (8)

[DOB: 04/19/1961],

ANAHIT NSHANIAN, (9)

[DOB: 05/25/1979],

) No. _____

)

) **Count One:**

) **18 U.S.C. § 371**

) NMT 5 Years Imprisonment

) NMT \$250,000 Fine

) NMT 3 years Supervised Release

) Class D Felony

)

) **Counts Two through Fourteen:**

) **18 U.S.C. §§ 2314 and 2**

) NMT 10 Years Imprisonment

) NMT \$250,000 Fine

) NMT 3 Years Supervised Release

) Class C Felony

)

) **Counts Fifteen through Twenty-six:**

) **18 U.S.C. §§ 1343 and 2**

) NMT 20 Years Imprisonment

) NMT \$250,000 Fine

) NMT 5 Years Supervised Release

) Class B Felony

)

) **Counts Twenty-seven through Thirty-four:**

) **18 U.S.C. §§ 1957 and 2**

) NMT 10 Years Imprisonment

) NMT \$250,000 Fine

) NMT 3 years Supervised Release

) Class C Felony

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) \$100 Special Assessment On Each Count.

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) Forfeiture Allegation as to Defendant HOWARD

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) Restitution May Be Ordered.

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CHERYL ANN ROMERO, (10))
[DOB: 04/14/1958],)
)
MARK WHITNEY JACKSON, (11))
[DOB: 06/05/1960],)
)
ENRICO J. McCLAIN, (12))
[DOB: 07/07/1972],)
)
DARYLE A. EDWARDS, (13))
[DOB: 12/18/1970],)
)
GERALD D. WILLIAMS, (14))
[DOB: 01/20/1961],)
)
JUDITH E. WILLIAMS, (15))
[DOB: 12/15/1960],)
)
LEON T. JONES, (16))
[DOB: 10/21/1966],)
)
and)
)
WILLIE CHARLES CADENHEAD, (17))
a/k/a Charles Cadenhead,)
[DOB: 12/13/1969],)
)
Defendants.)

Summary of Charges:

Count 1: 18 U.S.C. § 371
 Counts 2-14: 18 U.S.C. §§ 2314 and 2
 Counts 15-26: 18 U.S.C. §§ 1343 and 2
 Counts 27-34: 18 U.S.C. §§ 1957 and 2

DEFENDANT	COUNTS	MAXIMUM IMPRISONMENT	MAXIMUM FINE
ANGELA R. CLARK (1)	1-26, 31, & 32	395 years	\$7,000,000
JEROME SHADE HOWARD (2)	1-5, 9, 11-14, 17-19, 22, 24-30	275 years	\$5,500,000
RONALD E. BROWN, JR. (3)	1-4	35 years	\$1,000,000
STEFAN M. GUERRA (4)	1, 4, 6, 8, 9, 15, 16, 18-22, & 24	205 years	\$3,250,000
CYNTHIA D. JORDAN (5)	1, 10, 11, 17, & 26	65 years	\$1,250,000
JAMES F. SIMPSON (6)	1, 10, 20, 21, 23, & 33	85 years	\$1,500,000
STEVEN M. SALAS (7)	1, 13, 14, 26, & 34	55 years	\$1,250,000
MICHAEL CONRAD SMITH (8)	1, 9, & 19	35 years	\$ 750,000
ANAHIT NSHANIAN (9)	1, 24, & 25	45 years	\$ 750,000
CHERYL ANN ROMERO (10)	1, 11, & 22	35 years	\$ 750,000
MARK WHITNEY JACKSON (11)	1 & 12	15 years	\$ 500,000
ENRICO J. McCLAIN (12)	1 & 6	15 years	\$ 500,000
DARYLE A. EDWARDS (13)	1 & 5	15 years	\$ 500,000
GERALD D. WILLIAMS (14)	1 & 7	15 years	\$ 500,000
JUDITH E. WILLIAMS (15)	1 & 7	15 years	\$ 500,000
LEON T. JONES (16)	1 & 15	25 years	\$ 500,000
WILLIE CHARLES CADENHEAD (17)	1 & 16	25 years	\$ 500,000

INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE

Introduction

1. At all times material herein:

a. Defendant ANGELA R. CLARK, hereafter CLARK, a resident of Lee's Summit, Missouri, was a real estate agent working with a real estate company in the Kansas City, Missouri, metropolitan area; she also facilitated and was paid for facilitating residential sales without the knowledge of the real estate company. She also had a bank account with her husband in the name Centsable Business Services, a company owned by CLARK and her husband.

b. Defendant JEROME SHADE HOWARD, a/k/a Shade Jerome Howard, a/k/a Jerome Howard I, a/k/a Shade Jerome Howard I, a/k/a Jerome Howard, Jr., a/k/a Shade J. Howard, Sr., a/k/a Howard J. Shade, a/k/a Jerome L. Howard, hereafter HOWARD, a resident of Anaheim, California, was doing business as Infinite Link Communication, Inc., Dream Homes and Sales Management, Inc., and Alpha/Omega Properties, all in Anaheim Hills, California. HOWARD solicited and obtained buyers for properties; obtained false social security numbers for buyers to use in obtaining loans for the purchase of properties; prepared and submitted false information and documents in connection with mortgage loans; dealt with the seller, real estate agent, brokers, and buyers; and purchased two properties from Ty Construction, as well as other properties from other sellers.

c. Defendant RONALD E. BROWN, JR., hereafter BROWN, a resident of Gladstone, Missouri, was a self-employed insurance agent in Kansas City, Kansas, doing business as The Brown Insurance Agency; he also did business as Cap-One Financial LLC, Cap-One Insurance and

Risk Management LLC, Cap-One Construction and Rehab, and Cap-One Realty & Diversified Holdings, LLC. BROWN obtained insurance for properties purchased, obtained and utilized two false social security numbers, and purchased three properties from Ty Construction, as well as other properties from other sellers.

d. Defendant STEFAN M. GUERRA, hereafter GUERRA, a resident of Blue Springs, Missouri, was employed as a mortgage loan broker at Midwest Equity Mortgage, Independence, Missouri; he obtained mortgage loans for properties purchased from Ty Construction.

e. Defendant CYNTHIA D. JORDAN, hereafter JORDAN, a resident of Lee's Summit, Missouri, was a mortgage loan broker for various mortgage brokers in the Kansas City area; she obtained mortgage loans for properties purchased from Ty Construction.

f. Defendant JAMES F. SIMPSON, hereafter SIMPSON, a resident of Lee's Summit, Missouri, was self-employed as a personal trainer; he purchased four properties from Ty Construction.

g. Defendant STEVEN M. SALAS, hereafter SALAS, a resident of Hacienda Heights, California, was employed at various times at Bank of the West, by a not-for-profit entity, and as an investor in real estate; he purchased three properties from Ty Construction.

h. Defendant MICHAEL CONRAD SMITH, hereafter SMITH, a resident of Lancaster, California, was employed by a parcel delivery service; he purchased two properties from Ty Construction.

i. Defendant ANAHIT NSHANIAN, hereafter NSHANIAN, a resident of Long Beach, California, was employed as a teacher; she purchased two properties from Ty Construction.

j. Defendant CHERYL ANN ROMERO, hereafter ROMERO, a resident of Santa Fe Springs, California, was employed as a manager at Bank of the West, Pico Rivera, California; she purchased two properties from Ty Construction.

k. Defendant MARK WHITNEY JACKSON, hereafter JACKSON, a resident of Woodland Hills, California; he purchased one property from Ty Construction, as well as three other properties from others.

l. Defendant ENRICO J. McCLAIN, hereafter McCLAIN, a resident of Kansas City, Missouri, was employed by the City of Kansas City, Missouri; he purchased one property from Ty Construction.

m. Defendant DARYLE A. EDWARDS, hereafter EDWARDS, a resident of Overland Park, Kansas, was an attorney in Overland Park, Kansas; he purchased one property from Ty Construction, as well as another property from another seller.

n. Defendant GERALD D. WILLIAMS, hereafter WILLIAMS, a resident of Omaha, Nebraska, was a minister and an investor in real estate; he and his wife purchased one property from Ty Construction.

o. Defendant JUDITH E. WILLIAMS, hereafter JUDITH WILLIAMS, a resident of Omaha, Nebraska, was the wife of GERALD WILLIAMS and a resident of Omaha, Nebraska; she and her husband purchased one property from Ty Construction.

p. Defendant LEON T. JONES, hereafter JONES, a resident of Olathe, Kansas, was an employee of the Federal Aviation Administration in Olathe, Kansas; he purchased one property from Ty Construction.

q. Defendant WILLIE CHARLES CADENHEAD, hereafter CADENHEAD, a resident of Grandview, Missouri, owned Awesome Detail, Inc., Grandview, Missouri, which was in the business of car detailing; he purchased one property from Ty Construction.

r. Jerry R. Emerick, hereafter Emerick, a resident of Raymore, Missouri, was in business as Ty Construction and Residential Contracting, LLC, hereafter Ty Construction, building houses in Lee's Summit and Raymore, Missouri.

s. Ty Construction and Residential Contracting, LLC, was organized and registered in the State of Missouri, and engaged in the business of residential construction, primarily in Lee's Summit and Raymore, Missouri.

t. Kansas City Title Company was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Lee's Summit, Missouri, among other locations.

u. Trusted Title and Escrow, Inc., hereafter Trusted Title, was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Lee's Summit, Missouri.

v. Coffelt Land Title, Inc., hereafter Coffelt Title, was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Lee's Summit, Missouri, among other locations.

w. First American Title Insurance Company, hereafter First American Title, was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Lee's Summit, Missouri, among other locations.

x. Commonwealth Land Title Insurance Company, hereafter Commonwealth Land Title, was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Independence, Missouri, among other locations.

y. Missouri Union Title, LLC, hereafter Missouri Union Title, was engaged in the business of title insurance, real estate escrow, and closings. It had offices in Lee's Summit, Missouri, and Overland Park, Kansas.

z. Accredited Home Lenders, Inc., hereafter Accredited Home Lenders, was engaged in the business of making mortgage loans. It had offices in West Chester, Ohio, and San Diego, California.

aa. Argent Mortgage Co., LLC, hereafter Argent Mortgage, was engaged in the business of making mortgage loans. It had an office in Rolling Meadows, Illinois.

bb. The CIT Group/Consumer Finance, Inc., hereafter CIT Group, was engaged in the business of making mortgage loans. It had offices in Oklahoma City, Oklahoma, and St. Louis, Missouri.

cc. Countrywide Home Loans, Inc., hereafter Countrywide Home Loans, was engaged in the business of making mortgage loans. It had offices in Ft. Worth, Texas, and Overland Park, Kansas.

dd. Fieldstone Mortgage Corporation, hereafter Fieldstone Mortgage, was engaged in the business of making mortgage loans. Its principal office was in Columbia, Maryland; it had a branch office in Overland Park, Kansas.

ee. Finance America, LLC, hereafter Finance America Mortgage, was engaged in the business of making mortgage loans. It had offices in Irvine, California, and Denver, Colorado.

ff. First Magnus Financial Corporation, hereafter First Magnus Financial, was engaged in the business of making mortgage loans. It had offices in Tucson, Arizona, and Overland Park, Kansas.

gg. Lehman Brothers Bank, FSB, hereafter Lehman Brothers Bank, was engaged in the business of making mortgage loans. It had offices in Englewood, Colorado, and Wilmington, Delaware.

hh. MILA, Inc., hereafter MILA, was engaged in the business of making mortgage loans. It had an office in Terrace, Washington.

ii. MortgageIT, Inc., hereafter MortgageIt, was engaged in the business of making mortgage loans. It had offices in New York, New York, and St. Louis, Missouri.

jj. New Century Mortgage Corporation, hereafter New Century Mortgage, was engaged in the business of making mortgage loans. It had an office in Omaha, Nebraska.

kk. OwnIt Mortgage Solutions, Inc., hereafter OwnIt Mortgage, was engaged in the business of making mortgage loans. It had an office in Denver, Colorado.

ll. ResMae Mortgage Corporation, hereafter ResMae Mortgage, was engaged in the business of making mortgage loans. It had an office in Irvine, California.

mm. Sebring Capital Partners, LP, hereafter Sebring Capital, was engaged in the business of making mortgage loans. It had an office in Carrollton, Texas.

nn. Stonecreek Funding Corporation, hereafter Stonecreek Funding, was engaged in the business of making mortgage loans. It had an office in Denver, Colorado.

oo. SunTrust Mortgage, Inc., hereafter SunTrust Mortgage, was engaged in the business of making mortgage loans. It had an office in Richmond, Virginia.

The Conspiracy and Its Object

2. Beginning in or about February 2005, the exact date being unknown to the Grand Jury, and continuing through on or about May 21, 2007, at Lee's Summit and Raymore, in the Western

District of Missouri, and elsewhere, defendants ANGELA R. CLARK, JEROME SHADE HOWARD, RONALD E. BROWN, JR., STEFAN M. GUERRA, CYNTHIA D. JORDAN, JAMES F. SIMPSON, STEVEN M. SALAS, MICHAEL CONRAD SMITH, ANAHIT NSHANIAN, CHERYL ANN ROMERO, MARK WHITNEY JACKSON, ENRICO J. McCLAIN, DARYLE A. EDWARDS, GERALD D. WILLIAMS, JUDITH E. WILLIAMS, LEON T. JONES and WILLIE CHARLES CADENHEAD, and Jerry R. Emerick and others known and unknown to the grand jury, combined, confederated and agreed with each other and others known and unknown to the grand jury to obtain money from mortgage lenders and title companies, and to retain the money obtained, by means of material false and fraudulent pretenses, representations and promises, and by the concealment of material facts, and in the execution of the said scheme to commit offenses against the United States, that is,

a. to knowingly and willfully cause to be transported and transferred, in interstate commerce, money of a value of \$5,000.00 or more, knowing the same to have been converted and taken by fraud, in violation of Title 18, United States Code, Sections 2314 and 2; and

b. to knowingly and willfully transmit and cause to be transmitted in interstate commerce, wire communications, that is, communications by facsimile communications and electronic mail, in furtherance of and for the purpose of executing a scheme to defraud, in violation of Title 18, United States Code, Sections 1343 and 2.

Purpose of the Conspiracy

3. The purpose of the conspiracy was to obtain money and other benefits by the sale and purchase of residences at inflated prices, that is, to obtain mortgage loan proceeds, given in reliance on

material false and fraudulent representations and promises, and by the concealment of material facts, for the personal financial and other benefit of the defendants.

Fraudulent Scheme

4. It was part of the scheme that the defendants and coconspirators:
 - a. agreed that new homes in Lee's Summit and Raymore, Missouri, could be sold at inflated prices in order to obtain loan proceeds in excess of the actual sales prices;
 - b. determined the actual sales prices wanted for the new homes;
 - c. agreed to structure the sales of the new homes in such a way that the buyers would receive money from the loan proceeds;
 - d. solicited potential buyers, representing that the buyers would receive from the loan proceeds the difference between the actual sales prices and the inflated prices, less closing costs;
 - e. agreed to purchase and obtain loans to purchase the new homes in excess of the actual sales prices to be paid to the seller, by material false and fraudulent representations and promises, and omissions of facts;
 - f. prepared and caused to be prepared loan applications and supporting documentation, containing material false and fraudulent representations and omissions of fact, all for submission to mortgage lenders;
 - g. obtained and used fraudulent social security account numbers;
 - h. submitted and caused to be submitted the material false and fraudulent loan applications and supporting documentation to mortgage lenders;
 - i. created and caused to be created entities, and bank accounts in entity names, in order to receive loan proceeds;

j. prepared and submitted to title companies closing the loans, material false and fraudulent documentation, and made material false and fraudulent material representations, in order to receive funds from the loan proceeds;

k. caused mortgage lenders to approve the loan applications in reliance on the material false, fraudulent and misleading representations and omissions of facts contained in the mortgage loan applications and other documentation; and

l. obtained and attempted to obtain personal financial and other benefits as a result of the scheme.

Manner and Means

5. It was part of the conspiracy that, beginning in or about February 2005, the exact date being unknown to the grand jury, and continuing through on or about May 21, 2007, defendant CLARK and Emerick, and others known and unknown to the grand jury, agreed that CLARK would list for sale at inflated prices new homes built by Emerick in Lee's Summit and Raymore, Missouri, in order for the buyers to obtain loan proceeds in excess of the sales prices Emerick wanted to receive.

6. It was further part of the conspiracy that Emerick determined the actual sales prices he wanted for the new homes, based on the cost of construction plus a reasonable profit, and advised defendant CLARK of those prices.

7. It was further part of the conspiracy that defendant CLARK listed the new homes for sale at inflated sales prices.

8. It was further part of the conspiracy that defendants CLARK and HOWARD solicited potential buyers, representing that the buyers would receive from the loan proceeds the difference between the actual sales prices and the inflated prices, less closing costs.

9. It was further part of the conspiracy that defendant CLARK and Emerick sold new homes to buyers at inflated prices, structuring the sales in a way that the buyers would receive money from the loan proceeds without the knowledge or consent of the lenders.

10. It was further part of the conspiracy that defendants HOWARD, BROWN, SIMPSON, SALAS, SMITH, NSHANIAN, ROMERO, JACKSON, McCLAIN, EDWARDS, WILLIAMS, JUDITH WILLIAMS, JONES, and CADENHEAD, purchased and obtained loans to purchase, and defendant GUERRA caused to purchase and obtain a loan to purchase, the new homes in excess of the actual sales prices to be paid to the seller, by material false and fraudulent representations and promises, and omissions of fact.

11. It was further part of the conspiracy that the defendants prepared and caused to be prepared loan applications and supporting documentation containing material false and fraudulent representations and omissions of fact, all for submission to mortgage lenders, to induce the mortgage lenders to approve the applications and lend funds for the purchase of the homes.

12. It was further part of the conspiracy that the defendants submitted and caused to be submitted to the mortgage lenders the false and fraudulent loan applications and supporting documentation.

13. It was further part of the conspiracy that defendants HOWARD, BROWN, and EDWARDS obtained, used, and caused to be used, false and fraudulent social security account numbers in order to obtain loans to purchase homes.

14. It was further part of the conspiracy that, in order to receive money from the proceeds of the loans, defendants HOWARD, BROWN, SALAS, SMITH, NSHANIAN, ROMERO, JACKSON, McCLAIN, EDWARDS, WILLIAMS, JUDITH WILLIAMS, and CADENHEAD created and caused

to be created false and fictitious entities, and opened and caused to be opened bank accounts in the names of those false and fictitious entities.

15. It was further part of the conspiracy that defendant CLARK, HOWARD, BROWN, SIMPSON, SALAS, NSHANIAN, ROMERO, JACKSON, and Emerick created and caused to be created false and fictitious invoices and other documentation which were submitted to title companies closing the loans, and to mortgage lenders, representing that the entities had provided work and services for which they were entitled to receive loan proceeds.

16. It was further part of the conspiracy that defendants prepared and submitted, and caused to be prepared and submitted, to title companies closing the loans, and to mortgage lenders, material false and fraudulent documentation, and made false and fraudulent material representations, in order to receive funds from the loan proceeds.

17. It was further part of the conspiracy that the defendants caused mortgage lenders to approve the loan applications in reliance on the material false, fraudulent and misleading representations and omissions of facts contained in the mortgage loan applications and supporting documentation.

18. It was further part of the conspiracy that the defendants obtained financial and other benefits as a result of the scheme.

Overt Acts

19. In furtherance of and to effect the objectives of the conspiracy, and to accomplish its purposes and objectives, the defendants committed and caused to be committed the following overt acts, among others, in Lee's Summit and Raymore, in the Western District of Missouri, and elsewhere:

a. In or about June 2005, defendant CLARK and Emerick agreed that CLARK would list for sale new homes built by Emerick, listing the homes at prices greater than Emerick wanted

from the homes, in order for the buyers to obtain loan proceeds in excess of the sales prices Emerick wanted to receive.

b. In or about June 2005, defendants CLARK and BROWN agreed that BROWN would purchase three homes built by Emerick, that the sales prices would be greater than the prices Emerick wanted for the homes, that BROWN would obtain loans for the greater sales prices, and that BROWN would receive back at and after closing the difference between the prices Emerick wanted for the homes and the loan amounts.

4432 SW Admiral Byrd Drive, Lee's Summit, Missouri

c. In or about February 2005, defendant HOWARD agreed to provide to defendant BROWN, two false social security account numbers not issued to him, for the price of \$10,000.00 for the two numbers, for BROWN to use in obtaining loans to purchase properties; BROWN paid the \$10,000.00 by wiring the monies to Alpha/Omega Properties.

d. On or about June 22, 2005, Emerick instructed the real estate agent who then had the listing for 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri, to increase the listed sales price from \$329,900.00 to \$421,400.00.

e. On or about June 26, 2005, defendant CLARK met with defendant BROWN in order for BROWN to sign a real estate sales contract for the purchase of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri, for \$421,400.00.

f. On or about July 13, 2005, defendant BROWN caused to be submitted to Argent Mortgage, loan applications for loans totaling \$421,400.00 for the purchase of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which he made false and fraudulent representations and omissions, including a false social security account number, a false address, false income and liability information,

a false representation that he would occupy the property, false representations of the condition of the home, and false representations regarding the use of the proceeds.

g. On or about July 20, 2005, Emerick provided to the title company closing the loan an Assignment of Proceeds, instructing the title company to pay \$91,500.00 of the loan proceeds to Cap-One Risk Management, which was not reported to the lender.

h. On or about July 20, 2005, as part of the loan closing, defendant BROWN signed documents containing false and fraudulent representations and omissions, including a false social security account number, address, income, liabilities, occupancy of the property, condition of the home, and use of the proceeds.

i. On or about July 22, 2005, the title company closing the loans for the purchase of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri, issued a check in the amount of \$91,500.00 to Cap-One Risk Management.

j. On or about July 26, 2005, defendant CLARK received a check in the amount of \$7,163.80 for her commission for the sale of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri.

933 SW Raintree Drive, Lee's Summit, Missouri

k. On or about June 22, 2005, Emerick instructed the real estate agent who then had the listing for 933 SW Raintree Drive, Lee's Summit, Missouri, to increase the listed sales price from \$355,900.00 to \$448,400.00.

l. On or about June 26, 2005, defendant CLARK met with defendant BROWN in order for BROWN to sign a real estate sales contract for the purchase of 933 SW Raintree Drive, Lee's Summit, Missouri, for \$448,400.

m. On or before August 1, 2005, defendant BROWN caused to be submitted to Finance America loan applications for loans totaling \$448,400.00 for the purchase of 933 SW Raintree Drive, Lee's Summit, Missouri, in which he made false and fraudulent representations and omissions, including a false social security account number, a false address, false income and liability information, false representations of the condition of the home, and false representations regarding the use of the proceeds.

n. On or about August 4, 2005, Emerick caused to be provided to the title company closing the loan an invoice from Cap-One Risk Management for basement finishing and an Assignment of Proceeds, instructing the title company to pay \$77,187.50 of the loan proceeds to Cap-One Risk Management; this payment was not reported to the lender.

o. On or about August 4, 2005, as part of the loan closing, defendant BROWN signed documents containing false and fraudulent representations and omissions, including a false social security account number, address, income, liabilities, condition of the home, and use of the proceeds.

p. On or about August 4, 2005, the title company closing the loans for the purchase of 933 SW Raintree Drive, Lee's Summit, Missouri, issued a check in the amount of \$77,187.50 to Cap-One Risk Management.

q. On or about August 8, 2005, defendant CLARK received a check in the amount of \$7,622.80 for her commission for the sale of 933 SW Raintree Drive, Lee's Summit, Missouri.

420 SE Hackamore Drive, Lee's Summit, Missouri

r. On or about June 22, 2005, Emerick instructed the real estate agent who then had the listing for 420 SE Hackamore Drive, Lee's Summit, Missouri, to increase the listed sales price from \$359,900.00 to \$469,900.00.

s. On or about June 26, 2005, defendant CLARK met with defendant BROWN in order for BROWN to sign a real estate sales contract for the purchase of 420 SE Hackamore, Lee's Summit, Missouri, for \$469,900.00.

t. On or about August 25, 2005, defendants BROWN and GUERRA submitted and caused to be submitted to ResMae Mortgage loan applications for loans totaling \$469,900.00 for the purchase of 420 SE Hackamore Drive, Lee's Summit, Missouri, in which they made false and fraudulent representations and omissions, including a false social security account number, a false address, false income and liability information, and a false representation that BROWN would occupy the property, and false representations of the condition of the home, and false representations regarding the use of proceeds.

u. On or about August 30, 2005, as part of the loan closing, defendant BROWN signed documents containing false and fraudulent representations and omissions, including a false social security account number, address, income, liabilities, occupancy of the property, condition of the home, and use of the proceeds.

v. On or about August 31, 2005, Emerick gave defendant BROWN a check for BROWN's purchase of 420 SE Hackamore Drive, Lee's Summit, Missouri, in the amount of \$110,738.62.00, payable to Cap-One, a company owned by defendant BROWN; the payment was not disclosed to the mortgage lender or to the title company.

w. On or about September 6, 2005, defendant BROWN deposited the check for \$110,738.62 into a bank account in the name of Cap-One Insurance and Risk Management, LLC.

x. On or about July 26, 2005, defendant CLARK received a check in the amount of \$7,988.30 for her commission for the sale of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4500 SW Admiral Byrd Drive, Lee's Summit, Missouri

y. In or about summer 2005, defendant HOWARD agreed, for the price of \$5,000.00, to obtain and provide to defendant EDWARDS a false social security account number to use in obtaining loans to purchase properties.

z. In or about August or September 2005, defendant CLARK told defendant EDWARDS he could receive money back from a loan for the purchase of a home but that he needed to open a bank account in the name of a business entity in order to receive money from the loan proceeds.

a1. On or before August 26, 2005, defendant EDWARDS caused to be submitted to Countrywide Home Loans loan applications for loans totaling \$410,000.00 for the purchase of 4500 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which he made false and fraudulent representations and omissions, including a false social security account number, a false address, false employment, a false representation that he would occupy the property, and false representations regarding the use of proceeds.

b1. On or about October 7, 2005, as part of the loan closing, defendant EDWARDS signed documents containing false and fraudulent representations and omissions, including a false social security account number, address, employment, occupancy of the property, and use of the proceeds.

c1. On or about October 7, 2005, Emerick gave defendant EDWARDS a check for EDWARDS' purchase of 4500 SW Admiral Byrd Drive, Lee's Summit, Missouri, in the amount of \$76,600.00, payable to DAECO Construction, Inc., a company owned by defendant EDWARDS; the payment was not disclosed to the mortgage lender or to the title company.

d1. On or about October 17, 2005, defendant EDWARDS deposited the check for \$76,600.00 into a bank account in the name of DAECO Construction, Inc.

e1. On or about October 12, 2005, defendant CLARK received a check in the amount of \$18,946.38 for her commission for the sale of 4500 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4524 SW Admiral Byrd Drive, Lee's Summit, Missouri

f1. On or about October 4, 2005, defendants McCLAIN and GUERRA submitted and caused to be submitted to ResMae Mortgage loan applications for loans totaling \$430,000.00 for the purchase of 4524 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which they made false and fraudulent representations and omissions, including a false address, false income information, a false representation that McCLAIN would occupy the property, and false representations regarding the use of proceeds.

g1. On or about October 11, 2005, as part of the loan closing, defendant McCLAIN signed documents containing false and fraudulent representations and omissions, including address, income, occupancy of the property, and use of the proceeds.

h1. On or about October 13, 2005, Emerick wrote a check for McCLAIN's purchase of 4524 SW Admiral Byrd Drive, Lee's Summit, Missouri, in the amount of \$101,000.00, payable to AB's Remodeling, a company owned by defendant McCLAIN; the payment was not disclosed to the mortgage lender or to the title company.

i1. On or about October 14, 2005, defendant McCLAIN deposited the check for \$101,000.00 into a bank account in the name of AB's Remodeling.

j1. On or about October 17, 2005, defendant CLARK received a check in the amount of \$9,288.00 for her commission for the sale of 4524 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4608 SW Admiral Byrd Drive, Lee's Summit, Missouri

k1. On or about November 21, 2005, defendants WILLIAMS and JUDITH WILLIAMS caused to be submitted to New Century Mortgage loan applications for loans totaling \$456,000.00 for the purchase of 4608 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which they made false and fraudulent representations and omissions, including false income and liability information, and false representations regarding the use of proceeds.

l1. On or about November 22, 2005, as part of the loan closing, defendants WILLIAMS and JUDITH WILLIAMS signed documents containing false and fraudulent representations and omissions, including income, liabilities, and use of the proceeds.

m1. On or about November 22, 2005, Emerick caused a check to be written for WILLIAMS' and JUDITH WILLIAMS' purchase of 4608 SW Admiral Byrd Drive, Lee's Summit, Missouri, in the amount of \$100,150.00, payable to People's Construction, a company controlled by defendant WILLIAMS; the payment was not disclosed to the mortgage lender or to the title company.

n1. On or about November 28, 2005, defendants WILLIAMS and JUDITH WILLIAMS deposited and caused to be deposited, the check for \$100,150.00 into a bank account in the name of People's Construction.

o1. On or about November 29, 2005, defendant CLARK received a check in the amount of \$25,812.00 for her commission for the sale of 4432 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4521 SW Raintree Drive, Lee's Summit, Missouri

p1. On or about December 16, 2005, defendant GUERRA caused to be submitted to First Magnus Financial a loan application for loans totaling \$467,500.00 for the purchase of 4521 SW Raintree Drive, Lee's Summit, Missouri, in which he caused to be made false and fraudulent representations and omissions, including false income information, false employment information, and false representations regarding the use of proceeds.

q1. On or about December 19, 2005, as part of the loan closing, defendant GUERRA caused documents to be signed containing false and fraudulent representations and omissions, including income, employment, and use of the proceeds.

r1. On or about December 19, 2005, Emerick wrote a check for the purchase of 4521 SW Raintree Drive, Lee's Summit, Missouri, in the amount of \$84,500.00, payable to Plaxico Company, a company owned by Eric Taylor, who was to pay the mortgage payments and, after a period of time, refinance the loan and take over ownership of the property; the payment to Plaxico Co. was not disclosed to the mortgage lender or to the title company.

s1. On or about December 19, 2005, Emerick wrote checks payable to CLARK and Centsable Business Services for the purchase of 4521 SW Raintree Drive, Lee's Summit, Missouri, in the amount of \$2,476.00 payable to CLARK and \$20,000.00 payable to Centsable Business Services, a business owned by CLARK and her husband; the payments were not disclosed to the mortgage lender or to the title company.

t1. On or about December 22, 2005, defendant CLARK cashed the check for \$2,476.00, and deposited and caused to be deposited the check for \$20,000.00 into an account in the name of Centsable Business Services, Commerce Bank, Kansas City, Missouri.

520 SE Snaffle Bit Court, Lee's Summit, Missouri

u1. On or about March 10, 2006, defendants JONES and GUERRA submitted and caused to be submitted to MILA loan application for loans totaling \$509,000.00 for the purchase of 520 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including false income information, and false representations regarding the use of proceeds.

v1. On or about March 20, 2006, as part of the loan closing, defendant JONES signed documents containing false and fraudulent representations and omissions, including income and use of the proceeds.

w1. On or about March 20, 2006, Emerick caused a check to be written for JONES' purchase of 520 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amount of \$94,750.00, payable to Plaxico Company, a company owned by Eric Taylor, as JONES did not have a company set up to receive proceeds; the payment was not disclosed to the mortgage lender or to the title company.

x1. On or about March 20, 2006, Emerick caused checks to be written for JONES' purchase of 520 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amounts of \$12,270.00 payable to Eric Taylor Realty, \$2,270.00 payable to Angela CLARK, and \$10,000.00 payable to Centsable Business Services, a company owned by CLARK and her husband; the payments were not disclosed to the mortgage lender or to the title company.

y1. On or about March 26, 2006, defendant CLARK deposited and caused to be deposited the checks for \$2,270.00 and \$10,000.00 into bank accounts in the names of CLARK and Centsable Business Services, respectively.

z1. On or about March 27, 2006, defendant JONES deposited a cashier's check in the amount of \$50,000.00, remitter Plaxico, drawn on US Bank, Kansas City, Missouri, into his account at FAA First Credit Union, Kansas City, Missouri.

513 SE Snaffle Bit Court, Lee's Summit, Missouri

a2. On or about May 1, 2006, defendants CADENHEAD and GUERRA submitted and caused to be submitted to ResMae Mortgage loan applications for loans totaling \$510,000.00 for the purchase of 513 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including false income, assets and liability information, occupancy, false representation that he had not had a foreclosure in seven years, and false representations regarding the use of proceeds.

b2. On or about May 25, 2006, as part of the loan closing, defendant CADENHEAD signed documents containing false and fraudulent representations and omissions, including income, assets, occupancy of the property, history of foreclosure, and use of the proceeds.

c2. On or about May 30, 2006, Emerick wrote a check for the purchase of 513 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amount of \$94,000.00, payable to Awesome Innovations, a company owned by CADENHEAD; the payment was not disclosed to the mortgage lender or to the title company.

d2. On or about June 1, 2006, defendant CADENHEAD deposited and caused to be deposited the check for \$94,000.00 into a bank account in the name of Awesome Innovations.

e2. On or about May 31, 2006, defendant CLARK received a check in the amount of \$23,702.50 for her commission for the sale of 513 SE Snaffle Bit Court, Lee's Summit, Missouri.

Jerome Howard

f2. In or about mid 2006, defendant HOWARD told defendant CLARK and Emerick that HOWARD could find buyers for as many homes as Emerick could build; that the difference between the price Emerick wanted and the loan proceeds would be paid to HOWARD's company Infinite Link Communication; and that in order for HOWARD or his buyers to buy homes, they would have to receive at least \$110,000.00 up front.

g2. In or about mid 2006, defendant HOWARD traveled to Kansas City, met with defendants CLARK and JORDAN, and Emerick and looked at homes built by Emerick for sale in Lee's Summit, Missouri.

700 SW Admiral Byrd Court, Lee's Summit, Missouri

h2. On or about June 13, 2006, defendants HOWARD and JORDAN submitted and caused to be submitted to OwnIt Mortgage Solutions loan applications for loans totaling \$598,000.00 for the purchase of 700 SW Admiral Byrd Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including a false social security account number, false age, false marital status, false assets and liability information, occupancy, and false representations regarding the use of proceeds.

i2. On or about July 11, 2006, as part of the loan closing, defendant HOWARD signed documents containing false and fraudulent representations and omissions, including a false social security account number, age, marital status, assets, liabilities, occupancy of the property, and use of the proceeds.

j2. On or about July 14, 2006, Emerick wired \$111,000.00 from BC National Bank, Butler, Missouri, to Bank of the West, Anaheim, California, for credit to the account of Jerome

HOWARD, d/b/a Dream Homes Management, Infinite Link Communication; the payment was not disclosed to the mortgage lender or to the title company.

k2. On or about July 17, 2006, defendant CLARK received a check in the amount of \$28,070.50 for her commission for the sale of 700 SW Admiral Byrd Court, Lee's Summit, Missouri. 509 SE Snaffle Bit Court, Lee's Summit, Missouri

l2. On or about July 3, 2006, defendants HOWARD and GUERRA submitted and caused to be submitted to CIT Group loan applications for loans totaling \$603,000.00 for the purchase of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including a false social security account number; false age; false income, assets, and liability information; occupancy; and false representations regarding the use of proceeds.

m2. On or about July 31, 2006, as part of the loan closing, defendant HOWARD signed documents containing false and fraudulent representations and omissions, including his social security account number, age, income, assets, liabilities, intent to occupy the property, and use of loan proceeds.

n2. On or about August 2, 2006, defendant CLARK sent an email to Emerick, instructing him to pay defendant HOWARD for his purchase of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, by check payable to HOWARD, and send it to "Infinite Link Communications, 5241 Santa Ana Canyon Rd, Suite 135, Anaheim, CA 92807, Attn: Jerome Howard – Personal/Confidential."

o2. On or about August 2, 2006, Emerick caused a check to be written for the purchase of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amount of \$114,000.00, payable to HOWARD; the payment was not disclosed to the mortgage lender or to the title company.

p2. On or about August 2, 2006, Emerick caused checks to be written for the purchase of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amount of \$4,020.00, payable to CLARK, and in the amount of \$25,980.00 payable to Centsable Business Services; the payments were not disclosed to the mortgage lender or to the title company.

q2. On or about August 4, 2006, defendant HOWARD deposited and caused to be deposited the check for \$114,000.00 into a bank account in the name of Infinite Link Communication at Bank of America, Huntington Beach, California.

505 SE Snaffle Bit Court, Lee's Summit, Missouri

r2. On or about August 3, 2006, defendant HOWARD signed a false verification of employment advising that SMITH had been employed by Infinite Link Communications since November 2003, and his present position was operations vice president.

s2. On or about August 3, 2006, defendant HOWARD signed a false letter, advising that defendant SMITH is vice president of operations of Infinite Link Communications, Inc., that SMITH was assigned to Kansas City for the preceding eight months, living in a corporate residence, and he was relocating to Kansas City by August 15, 2006.

t2. On or about August 4, 2006, defendants SMITH and GUERRA submitted and caused to be submitted to CIT Group loan applications for loans totaling \$520,000.00 for the purchase of 505 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and

fraudulent representations, and omissions, including income and employment, address, occupancy, and use of proceeds.

u2. On or about August 15, 2006, as part of the loan closing, defendant SMITH signed documents containing false and fraudulent representations and omissions, including income, employment, address, occupancy of the property, and use of the proceeds.

v2. On or about August 21, 2006, Emerick caused a check to be written for the purchase of 505 SE Snaffle Bit Court, Lee's Summit, Missouri, in the amount of \$90,000.00, payable to Conradds Property Management; the payment was not disclosed to the mortgage lender or to the title company.

w2. On or about August 21, 2006, defendant SMITH deposited and caused to be deposited the check for \$90,000.00 into a bank account in the name of Conradds Property Management at Bank of America, Lancaster, California.

x2. On or about August 21, 2006, defendant CLARK received a check in the amount of \$24,385.00 for her commission for the sale of 505 SE Snaffle Bit Court, Lee's Summit, Missouri.

4505 SW Admiral Byrd Drive, Lee's Summit, Missouri

y2. On or about August 17, 2006, defendants SIMPSON and GUERRA submitted and caused to be submitted to Fieldstone Mortgage a loan application for a loan in the amount of \$520,000.00 for the purchase of 4505 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, address, occupancy, and use of proceeds.

z2. On or about August 21, 2006, as part of the loan closing, defendant SIMPSON signed documents containing false and fraudulent representations and omissions, including income, employment, address, occupancy of the property, and use of the proceeds.

a3. On or about August 25, 2006, Emerick caused checks to be written for the purchase of 4505 SW Admiral Byrd Drive, Lee's Summit, Missouri, in the amount of \$62,000.00, payable to M-PEN Investments Inc., and \$52,500.00, payable to Wells Fargo Home Loan; the payments were not disclosed to the mortgage lender or to the title company.

b3. On or about August 28, 2006, defendant SIMPSON deposited and caused to be deposited the check for \$62,000.00 into a bank account in the name of M-PEN Investments, Inc., at US Bank, Overland Park, Kansas; SIMPSON caused the check for \$52,500.00 to be credited to a loan for 3820 E. 60th Street, Kansas City, Missouri.

c3. After May 21, 2007, defendant CLARK provided a false invoice to defendant SIMPSON purportedly for work to be done to finish the interior work on 4505 SW Admiral Byrd Drive, Raymore, Missouri, to show to law enforcement if questioned about the transaction.

4828 SW Gull Point Drive, Lee's Summit, Missouri

d3. On or about August 21, 2006, defendants SMITH and GUERRA submitted and caused to be submitted to Fieldstone Mortgage a loan application for a loan in the amount of \$675,000.00 for the purchase of 4828 SW Gull Point Drive, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, occupancy, and use of proceeds.

e3. On or about August 21, 2006, defendants HOWARD and GUERRA submitted and caused to be submitted to Fieldstone Mortgage a false verification of employment advising that

SMITH had been employed by Infinite Link Communications since November 2003, and his present position was operations vice president.

f3. On or about August 21, 2006, defendants HOWARD and GUERRA submitted and caused to be submitted to Fieldstone Mortgage a false letter, advising that defendant SMITH is vice president of operations of Infinite Link Communications, Inc., that SMITH was assigned to Kansas City for the preceding eight months, living in a corporate residence, and he was relocating to Kansas City by August 15, 2006.

g3. On or about August 25, 2006, as part of the loan closing, defendant SMITH signed documents containing false and fraudulent representations and omissions, including income, employment, occupancy of the property, and use of the proceeds.

h3. On or about August 31, 2006, Emerick caused a check to be written for the purchase of 4828 SW Gull Point Drive, Lee's Summit, Missouri, in the amount of \$15,000.00, payable to defendant HOWARD; the payment was not disclosed to the mortgage lender or to the title company.

i3. On or about September 11, 2006, Emerick caused a check to be written for the purchase of 4828 SW Gull Point Drive, Lee's Summit, Missouri, in the amount of \$90,000.00, payable to defendant SMITH; the payment was not disclosed to the mortgage lender or to the title company.

j3. On or about September 6, 2006, defendant HOWARD deposited and caused to be deposited the check for \$15,000.00 into a bank account in the name of Infinite Link Communications at Bank of America, Huntington Beach, California.

k3. On or about September 11, 2006, defendant SMITH deposited and caused to be deposited the check for \$90,000.00 into a bank account in his name at Bank of the West, Pico Rivera, California.

308 Eagle Glen Drive, Raymore, Missouri

13. On or about August 15, 2006, defendants SIMPSON and JORDAN submitted and caused to be submitted to Lehman Brothers Bank a loan application for a loan in the amount of \$297,000.00 for the purchase of 308 Eagle Glen Drive, Raymore, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, assets and liabilities, address, occupancy, and use of proceeds.

m3. On or about September 7, 2006, as part of the loan closing, defendant SIMPSON signed documents containing false and fraudulent representations and omissions, including income, employment, assets, liabilities, address, occupancy of the property, and use of the proceeds.

n3. On or about September 12, 2006, Emerick caused a check to be written for the purchase of 308 Eagle Glen Drive, Raymore, Missouri, in the amount of \$63,000.00, payable to M-PEN Investments Inc.; the payment was not disclosed to the mortgage lender or to the title company.

o3. On or about September 12, 2006, defendant SIMPSON deposited and caused to be deposited the check for \$63,000.00 into a bank account in the name of M-PEN Investments, Inc., at US Bank, Overland Park, Kansas.

p3. After May 21, 2007, defendant CLARK provided a false invoice to defendant SIMPSON purportedly for work to be done to finish the interior work on 308 Eagle Glen Drive, Raymore, Missouri, to show to law enforcement if questioned about the transaction.

1523 Cove Drive, Raymore, Missouri

q3. On or about August 21, 2006, defendants SIMPSON and GUERRA submitted and caused to be submitted to CIT Group loan applications for loans totaling \$292,100.00 for the purchase of 1523 Cove Drive, Raymore, Missouri, in which they caused to be made false and fraudulent

representations and omissions, including income and employment, assets and liabilities, occupancy, and use of proceeds.

r3. On or before September 28, 2006, defendant SIMPSON caused to be submitted to the title company closing the loan for the purchase of 1523 Cove Drive, Raymore, Missouri, an invoice from M-PEN Investments, Inc., addressed to Ty Construction & Residential Contracting LLC, claiming M-PEN Investments was due \$61,500.00 for “Investment Consulting – Services Rendered.”

s3. On or about September 28, 2006, as part of the loan closing, defendant SMITH signed documents containing false and fraudulent representations and omissions, including income and employment, assets and liabilities, occupancy of the property, and use of proceeds.

t3. On or about September 29, 2006, defendant SIMPSON and Emerick caused the title company closing the purchase of 1523 Cove Drive, Raymore, Missouri, in reliance on the invoice from M-PEN Investments, to write a check in the amount of \$61,500.00, payable to M-PEN Investments Inc., which was paid from the loan proceeds.

u3. On or about September 30, 2006, defendant SIMPSON deposited and caused to be deposited the check for \$61,500.00 into a bank account in the name of M-PEN Investments, Inc., at US Bank, Overland Park, Kansas.

v3. After May 21, 2007, defendant CLARK provided a false invoice to defendant SIMPSON purportedly for work to be done to finish the interior work on 1523 Cove Drive, Raymore, Missouri, to show to law enforcement if questioned about the transaction.

4101 SE Canter Drive, Lee's Summit, Missouri

w3. On or about September 19, 2006, defendants HOWARD, ROMERO, and GUERRA submitted and caused to be submitted to MortgageIt loan applications for loans totaling

\$519,900.00 for the purchase of 4101 SE Canter Drive, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income, marital status, and use of proceeds.

x3. On or about September 19, 2006, defendant HOWARD faxed and caused to be faxed from Infinite Link Communications, Inc., fax number 714-408-7673, to defendant GUERRA, loan applications in the name of defendant ROMERO for loans in the amounts of \$415,900.00 and \$104,000.00 for the purchase of 4101 SE Canter Drive, Lee's Summit, Missouri, in which he caused to be made false and fraudulent representations and omissions, including income, marital status, and use of proceeds.

y3. On or about October 3, 2006, defendant ROMERO sent an e-mail to defendant HOWARD, providing wire information for Miracle Management at Wells Fargo Bank, California.

z3. On or about October 4, 2006, defendant HOWARD sent an e-mail to defendant CLARK, advising that defendant ROMERO should be sent \$90,000.00 and the balance to HOWARD.

a4. On or before October 4, 2006, defendants HOWARD and ROMERO, and Emerick, caused to be submitted to the title company closing the loan for the purchase of 4101 SE Canter Drive, Lee's Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$20,000.00 for "Services rendered for Lot 33 Belmont Farms 3rd Plat," and an invoice from Miracle Management, addressed to Ty Construction & Residential Contracting LLC, claiming Miracle Management was due \$90,000.00 for "Services rendered for Lot 33 Belmont Farms 3rd Plat."

b4. On or about October 4, 2006, as part of the loan closing, defendant ROMERO signed documents containing false and fraudulent representations and omissions, including income, marital status, and use of proceeds.

c4. On or about October 6, 2006, defendants HOWARD and ROMERO, and Emerick caused the title company closing the purchase of 4101 SE Canter Drive, Lee's Summit, Missouri, in reliance on the invoices, to issue a check payable to Alpha/Omega Properties in the amount of \$20,000.00 and a check payable to Miracle Management in the amount of \$90,000.00.

d4. On or about October 11, 2006, defendant HOWARD deposited and caused to be deposited the check for \$20,000.00 into a bank account in the name of Alpha/Omega Properties at Bank of America, Huntington Beach, California.

e4. On or about October 10, 2006, defendant ROMERO deposited and caused to be deposited the check for \$20,000.00 into a bank account in the name of Miracle Management at Bank of the West, Pico Rivera, California.

f4. On or about October 11, 2006, defendant CLARK caused the real estate company where she worked to pay her a commission of \$29,449.30 for the sale of 4101 SE Canter Drive, Lee's Summit, Missouri, which she deposited into an account at Commerce Bank, Kansas City, Missouri.

321 Eagle Glen Drive, Raymore, Missouri

g4. On or about October 18, 2006, defendant SIMPSON caused to be submitted to Sebring Capital Partners a loan application in the amount of \$297,000.00 for the purchase of 321 Eagle Glen Drive, Raymore, Missouri, in which he caused to be made false and fraudulent representations and omissions, including income; assets and liabilities; address; occupancy; and use of proceeds.

h4. On or about October 20, 2006, as part of the loan closing, defendant SIMPSON signed documents containing false and fraudulent representations and omission, including income, assets, liabilities, address, occupancy of the property, and use of proceeds.

i4. On or about November 2, 2006, defendant SIMPSON and Emerick caused a check to be written to SIMPSON in the amount of \$63,000.00, which was paid from the proceeds of the loan for the purchase of 321 Eagle Glen Drive, Raymore, Missouri.

j4. On or about November 2, 2006, defendant SIMPSON deposited and caused to be deposited the check for \$63,000.00 into a bank account in the name of M-PEN Investments, Inc., at US Bank, Overland Park, Kansas.

k4. After May 21, 2007, defendant CLARK provided a false invoice to defendant SIMPSON purportedly for work to be done to finish the interior work on 321 Eagle Glen Drive, Raymore, Missouri, to show to law enforcement if questioned about the transaction.

4208 SE Trotter Drive, Lee's Summit, Missouri

l4. On or about October 23, 2006, defendants HOWARD and NSHANIAN sent by fax, a loan application to defendant GUERRA for his use in applying for a loan for NSHANIAN to purchase 4208 SE Trotter Drive, Lee's Summit, Missouri.

m4. On or about October 23, 2006, defendants NSHANIAN and GUERRA submitted and caused to be submitted to Fieldstone Mortgage a loan application for a loan in the amount of \$510,000.00 for the purchase of 4208 SE Trotter Drive, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, occupancy, and use of proceeds.

n4. On or before October 30, 2006, defendants HOWARD and CLARK, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4208 SE Trotter Drive, Lee's Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$20,693.00 for "Services rendered for Lot 92 Belmot [sic] Farms, address 4208 Trotter."

o4. On or before October 30, 2006, defendants HOWARD, CLARK, and NSHANIAN, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4208 SE Trotter Drive, Lee's Summit, Missouri, an invoice from Crosstown Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Crosstown Properties was due \$89,307.00 for "Services rendered for Lot 92 Belmot [sic] Farms, address 4208 Trotter."

p4. On or about October 30, 2006, defendant HOWARD sent an e-mail to defendant CLARK advising he was going to wire \$693.00 to escrow for NSHANIAN, and to increase his funds by \$693.00 and decrease NSHANIAN's funds by the same amount.

q4. On or about October 30, 2006, as part of the loan closing, defendant NSHANIAN signed documents containing false and fraudulent representations and omission, including income, employment, occupancy of the property, and use of proceeds.

r4. On or about November 2, 2006, defendants HOWARD, CLARK, and NSHANIAN, and Emerick caused the title company closing the purchase of 4208 SE Trotter Drive, Lee's Summit, Missouri, to send \$89,307.00 from the loan proceeds by wire from UMB Bank, Kansas City, Missouri, to Bank of America, Huntington Beach, California, for credit to the account of Crosstown Properties, in reliance on the invoice from Crosstown Properties.

s4. On or about November 2, 2006, defendants HOWARD, CLARK, and NSHANIAN, and Emerick caused the title company closing the purchase of 4208 SE Trotter Drive, Lee's Summit, Missouri, to send \$20,693.00 from the loan proceeds by wire from UMB Bank, Kansas City, Missouri, to Bank of America, Huntington Beach, California, for credit to the account of Alpha/Omega Properties, in reliance on the invoice from Alpha/Omega Properties.

4513 SW Admiral Byrd Drive, Lee's Summit, Missouri

t4. On or about October 13, 2006, defendants ROMERO and JORDAN submitted and caused to be submitted to Lehman Brothers Bank a loan application for a loan in the amount of \$549,900.00 for the purchase of 4513 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and use of proceeds.

u4. On or before October 30, 2006, defendants HOWARD and CLARK, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4513 SW Admiral Byrd Drive, Lee's Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$20,000.00 for "Services rendered for Lot 1638 Belmot [sic] Farms Address: 4513 Admiral Byrd."

v4. On or before October 30, 2006, defendants HOWARD, CLARK, and ROMERO, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4513 SW Admiral Byrd Drive, Lee's Summit, Missouri, an invoice from Miracle Management, addressed to Ty Construction & Residential Contracting LLC, claiming Miracle Management was due \$90,000.00 for "Services rendered for Lot 1638 Belmot [sic] Farms 3rd Plat Address: 4513 Admiral Byrd."

w4. On or about October 30, 2006, as part of the loan closing, defendant ROMERO signed documents containing false and fraudulent representations and omissions, including income and use of proceeds.

x4. On or about November 2, 2006, defendants HOWARD, CLARK, and ROMERO, and Emerick caused the title company closing the purchase of 4513 SW Admiral Byrd Drive, Lee's Summit, Missouri, to send \$90,000.00 from the loan proceeds by wire from National Bank of Kansas City, Kansas City, Missouri, to Wells Fargo NA, Minneapolis, Minnesota, for credit to the account of Miracle Management, in reliance on the invoice from Miracle Management.

y4. On or about November 3, 2006, defendants HOWARD, CLARK, and ROMERO, and Emerick caused the title company closing the purchase of 4513 SE Admiral Byrd Drive, Lee's Summit, Missouri, to send \$20,000.00 from the loan proceeds by wire from National Bank of Kansas City, Kansas City, Missouri, to Bank of America, Richmond, Virginia, in reliance on the invoice from Alpha/Omega Properties.

z4. On or about November 6, 2006, defendant CLARK caused the real estate company where she worked to pay her a commission of \$25,935.26 for the sale of 4513 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4509 SW Admiral Byrd Drive, Lee's Summit, Missouri

a5. On or about December 18, 2006, defendant HOWARD signed and faxed to Capital Lending Group verifications of employment, verifying that defendant JACKSON worked for Infinite Link Communications as sales manager from December 1, 2001 to December 1, 2006, and as executive sales manager from December 1, 2006, to the present.

b5. Before or about December 26, 2006, defendant JACKSON caused to be submitted to Accredited Home Lenders loan applications for loans totaling \$525,000.00 for the purchase of 4509 SW Admiral Byrd Drive, Lee's Summit, Missouri, in which he made and caused to be made false and fraudulent representations and omissions, including income and employment, assets and liabilities, occupancy, and use of proceeds.

c5. On or about December 13, 2006, defendant HOWARD faxed, and caused to be faxed, a letter to Accredited Home Lenders, in which he represented that effective December 1, 2006, defendant JACKSON would commence services as executive sales manager of Infinite Link Communications, and would be responsible for and working out of the Kansas City, Missouri office.

d5. On or about December 21 and 28, 2006, defendant HOWARD spoke with a representative of Accredited Home Lenders and verified defendant JACKSON's employment, representing that JACKSON was executive sales manager of Infinite Link Communications; that he was promoted December 1, 2006, and relocated to Missouri; that 17 people would report to him in his new position; that the company was incorporated in 2006; and that the company was a sole proprietorship before that.

e5. On or about December 29, 2006, as part of the loan closing, defendant JACKSON signed documents containing false and fraudulent representations and omission, including income, employment, assets, liabilities, occupancy of the property, and use of proceeds.

f5. On or before December 1, 2006, defendants HOWARD and CLARK, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4509 SW Admiral Byrd Drive, Lee's Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to

Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$20,000.00 for “Services rendered for Lot 1637 Raintree Lake: Address: 4509 Admiral Byrd.”

g5. On or before December 1, 2006, defendants HOWARD, CLARK, and JACKSON, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4509 SW Admiral Byrd Drive, Lee’s Summit, Missouri, an invoice from Pacific Rim Property Management, addressed to Ty Construction & Residential Contracting LLC, claiming Pacific Rim Property Management was due \$88,500.00 for “Services rendered for Lot 1637 Raintree Lake: Address: 4509 Admiral Byrd.”

h5. On or before January 2, 2007, defendants HOWARD and CLARK, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4509 SW Admiral Byrd Drive, Lee’s Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$25,000.00 for “Services rendered for Lot 1637 Raintree Lake: Address: 4509 Admiral Byrd.”

i5. On or before January 2, 2007, defendants HOWARD, CLARK, and JACKSON, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4509 SW Admiral Byrd Drive, Lee’s Summit, Missouri, an invoice from Pacific Rim Property Management, addressed to Ty Construction & Residential Contracting LLC, claiming Pacific Rim Property Management was due \$85,500.00 for “Services rendered for Lot 1637 Raintree Lake: Address: 4509 Admiral Byrd.”

j5. On or about January 2, 2007, as part of the loan closing, defendant JACKSON signed documents containing false and fraudulent representations and omissions, including income, employment, assets, liabilities, occupancy of the property, and use of proceeds.

k5. On or about January 5, 2007, defendants HOWARD and CLARK, and Emerick caused the title company closing the purchase of 4509 SE Admiral Byrd Drive, Lee's Summit, Missouri, to send \$25,000.00 from the loan proceeds by wire from Heartland Bank, Leawood, Kansas, to Bank of America, Richmond, Virginia, in reliance on the invoice from Alpha/Omega Properties.

l5. On or about January 5, 2007, defendants HOWARD, CLARK, and JACKSON, and Emerick caused the title company closing the purchase of 4509 SW Admiral Byrd Drive, Lee's Summit, Missouri, to send \$85,500.00 from the loan proceeds by wire from Heartland Bank, Leawood, Kansas, to Wells Fargo NA, Minneapolis, Minnesota, in reliance on the invoice from Pacific Rim Property Management, Inc.

m5. On or about January 9, 2007, defendant CLARK caused the real estate company where she worked to pay her a commission of \$24,747.50 for the sale of 4509 SW Admiral Byrd Drive, Lee's Summit, Missouri.

4300 SE Trotter Drive, Lee's Summit, Missouri

n5. On or about January 10, 2007, defendant NSHANIAN caused to be submitted to First Magnus Financial Corp. a loan application for loans totaling \$657,500.00 for the purchase of 4300 SE Trotter Drive, Lee's Summit, Missouri, in which she caused to be made false and fraudulent representations and omissions, including income and employment, assets and liabilities, occupancy, and use of proceeds.

o5. On or about January 12, 2007, defendant HOWARD spoke with a representative of First Magnus Financial Corp. and verified defendant NSHANIAN's employment, representing that he was the president of Infinite Link Communications, that defendant NSHANIAN was employed by Infinite Link Communications for five years, that her position was "risk management," that the

probability of her continued employment was excellent, and that he could not disclose her earnings over the telephone.

p5. On or about January 17, 2007, as part of the loan closing, defendant NSHANIAN signed documents containing false and fraudulent representations and omission, including income, employment, assets, liabilities, occupancy of the property, and use of proceeds.

q5. On or about January 17, 2007, defendants HOWARD, CLARK, and NSHANIAN, and Emerick caused to be submitted to the title company closing the loan for the purchase of 4300 SE Trotter Drive, Lee's Summit, Missouri, an invoice from Alpha/Omega Properties, addressed to Ty Construction & Residential Contracting LLC, claiming Alpha/Omega Properties was due \$105,000.00 for "Services rendered for Lot 116 Belmot [sic] Farms: Address: 4300 Trotter."

r5. On or about January 24, 2007, defendants HOWARD, CLARK, and NSHANIAN, and Emerick caused the title company closing the purchase of 4300 SE Trotter Drive, Lee's Summit, Missouri, to send \$105,000.00 from the loan proceeds by wire from Hillcrest Bank, Overland Park, Kansas, to Bank of America, Richmond, Virginia, for credit to the account of Alpha/Omega Properties, in reliance on the invoice from Alpha/Omega Properties.

s5. On or about February 16, 2007, defendant HOWARD wrote a check payable to defendant NSHANIAN in the amount of \$80,000.00, for her purchase of 4300 SE Trotter Drive, Lee's Summit, Missouri.

t5. On or about February 20, 2007, defendant NSHANIAN deposited the check received from defendant HOWARD into her account at Bank of America, Huntington Beach, California.

u5. On or about January 24, 2007, Emerick wrote a check payable to Centsable Business Services in the amount of \$21,000.00 and two checks to CJ Enterprises each for \$5,790.00, the latter two of which were endorsed by defendant JORDAN, all in connection with the sale of 4300 SE Trotter Drive, Lee's Summit, Missouri.

v5. On or about January 24, 2007, defendant CLARK caused the check payable to Centsable Business Services in the amount of \$21,000.00 to be deposited into the account of Centsable Business Services at Commerce Bank, Kansas City, Missouri.

408 SE Snaffle Bit Court, Lee's Summit, Missouri

w5. On or before March 27, 2007, defendants HOWARD and SALAS, and Emerick caused to be submitted to First Magnus Financial loan applications for loans totaling \$584,900.00 for the purchase of 408 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, occupancy, and use of proceeds.

x5. On or about March 19, 2007, defendants HOWARD and SALAS caused a letter dated January 12, 2007, to be submitted to First Magnus Financial Corp., verifying the employment of defendant SALAS, stating that a business would be opening a subsidiary in Missouri, that defendant SALAS would be "Vice-President Mid-West Operations," and SALAS would have to relocate to the Kansas City area no later than March 2007.

y5. On or about March 19, 2007, defendants HOWARD and SALAS caused a verification of employment to be submitted to First Magnus Financial Corp., verifying the employment of defendant SALAS, stating that SALAS was in marketing, that he had been employed since January 15, 2004, and that the probability of his continued employment was excellent.

z5. On or about March 23, 2007, an individual spoke by telephone with a representative of First Magnus Financial Corporation, verifying that defendant SALAS was currently employed by his company as marketing manager and was employed since January 15, 2004; he stated he could not disclose compensation over the telephone.

a6. On or about March 23, 2007, defendant HOWARD submitted to Emerick an invoice entitled "irrevocable demand for payment to the third party Dream Homes Management" in the amount of \$124,300.00, regarding 408 SE Snaffle Bit Court, Lee's Summit, Missouri, directing payment to the account of Dream Homes Management at Bank of the West, Anaheim Hills, California.

b6. On or about March 28, 2007, as part of the loan closing, defendant SALAS signed documents containing false and fraudulent representations and omissions, including income, employment, occupancy of the property, and use of proceeds.

c6. On or about March 29, 2007, defendants HOWARD, CLARK, and SALAS, and Emerick caused the title company closing the purchase of 408 SE Snaffle Bit Court, Lee's Summit, Missouri, to send \$124,300.00 from the loan proceeds by wire from Heartland Bank, Leawood, Kansas, to Bank of the West, Irwindale and Anaheim Hills, California, in reliance on the irrevocable demand for payment from Dream Homes Management.

d6. On or about March 29, 2007, defendant HOWARD wrote a check payable to Y & S Management in the amount of \$85,000.00, for his purchase of 408 SE Snaffle Bit Court, Lee's Summit, Missouri.

e6. On or about March 30, 2007, defendant SALAS deposited the check payable to Y & S Management in the amount of \$85,000.00 into an account of Y & S Management at Wells Fargo Bank, Claremont, California.

f6. On or about April 2, 2007, defendant CLARK received a check in the amount of \$27,372.76 for her commission for the sale of 408 SE Snaffle Bit Court, Lee's Summit, Missouri.

404 SE Snaffle Bit Court, Lee's Summit, Missouri

g6. On or about March 19, 2007, defendants SALAS and JORDAN submitted and caused to be submitted to Stonecreek Funding, signed loan applications for loans totaling \$535,900.00 for the purchase of 404 SE Snaffle Bit Court, Lee's Summit, Missouri, in which they caused to be made false and fraudulent representations and omissions, including income and employment, assets and liabilities, rental agreement, occupancy, and use of proceeds.

h6. In or about April or May 2007, defendants HOWARD and SALAS caused a fraudulent letter dated April 3, 2007, to be submitted to Stonecreek Funding, stating that a company would be opening a subsidiary in Missouri and that defendant SALAS was to head the operation for that region, with the title "Vice-President Mid-West Operations," that SALAS would be responsible for the hiring and management of eight to ten employees, and that he would have to relocate to Kansas City no later than mid May 2007.

i6. On or about April 11, 2007, an individual spoke by telephone with a representative of MortgageIT Underwriting and Credit, verifying that defendant SALAS was currently employed as vice president, and had been employed since May 1, 2005.

j6. On or about April 13, 2007, defendants HOWARD and CLARK, and Emerick submitted to the title company closing the loans an invoice entitled "irrevocable demand for payment to the third party Dream Homes Management" in the amount of \$125,000.00, regarding 404 SE Snaffle Bit Court, Lee's Summit, Missouri, directing payment to the account of Dream Homes Management at Bank of the West, Anaheim Hills, California.

k6. On or about April 13, 2007, as part of the loan closing, defendant SALAS signed documents containing false and fraudulent representations and omission, including income, employment, assets, liabilities, occupancy of the property, and use of proceeds.

l6. On or about April 17, 2007, defendants HOWARD, CLARK, and SALAS, and Emerick caused the title company closing the purchase of 404 SE Snaffle Bit Court, Lee's Summit, Missouri, to send \$125,000.00 from the loan proceeds by wire from Hillcrest Bank, Overland Park, Kansas, to Bank of the West, Irwindale, California, for credit to the account of Jerome HOWARD, d/b/a Dream Homes Management and Infinite Link Communications, in reliance on the irrevocable demand for payment from Dream Homes Management.

m6. On or about April 18, 2007, defendant HOWARD purchased a cashier's check payable to Y & S Management in the amount of \$85,000.00, for SALAS's purchase of 404 SE Snaffle Bit Court, Lee's Summit, Missouri.

n6. On or about April 19, 2007, defendants HOWARD and SALAS deposited and caused to be deposited the check payable to Y & S Management in the amount of \$85,000.00 into an account of Y & S Management at Wells Fargo Bank, Claremont, California.

o6. On or about April 19, 2007, defendant CLARK received a check in the amount of \$25,265.26 for her commission for the sale of 404 SE Snaffle Bit Court, Lee's Summit, Missouri.

500 SE Snaffle Bit Court, Lee's Summit, Missouri

p6. On or before April 23, 2007, defendant SALAS caused to be submitted to SunTrust Mortgage signed loan applications for loans totaling \$524,590.00 for the purchase of 500 SE Snaffle Bit Court, Lee's Summit, Missouri, in which he caused to be made false and fraudulent

representations and omissions, including income and employment, assets and liabilities, occupancy, and use of proceeds.

q6. On or about April 30, 2007, defendants HOWARD and CLARK, and Emerick caused to be submitted to the title company closing the loans an invoice entitled “irrevocable demand for payment to the third party Alpha/Omega Properties” in the amount of \$125,000.00, regarding 500 SE Snaffle Bit, Lee’s Summit, Missouri, directing payment to the account of Alpha/Omega Properties at Bank of America, Huntington Beach, California.

r6. On or about May 2, 2007, as part of the loan closing, defendant SALAS signed documents containing false and fraudulent representations and omissions, including income, employment, assets, liabilities, occupancy of the property, and use of proceeds.

s6. On or about May 4, 2007, defendant HOWARD caused funds in the amount of \$27,438.38 to be wired from the account of Dream Homes Management at Bank of the West, Walnut Creek, California, to the account of Missouri Union Title, Heartland Bank, Leawood, Kansas, for the payment of the funds the borrower was to bring to closing.

t6. On or about May 7, 2007, defendants HOWARD, CLARK, and SALAS, and Emerick caused the title company closing the purchase of 408 SE Snaffle Bit Court, Lee’s Summit, Missouri, to send \$152,800.00 from the loan proceeds by wire from Heartland Bank, Leawood, Kansas, to Bank of America, Richmond, Virginia, for credit to the account of Alpha/Omega Properties, in part in reliance on the irrevocable demand for payment from Alpha/Omega Properties.

u6. On or about May 7, 2007, defendant HOWARD caused a check to be written on the account of Alpha/Omega Properties at Bank of America, payable to Y & S Management, in the

amount of \$20,000.00, for defendant SALAS's purchase of 500 SE Snaffle Bit Court, Lee's Summit, Missouri.

v6. On or about May 8, 2007, defendant SALAS deposited the check payable to Y & S Management in the amount of \$20,000.00 into an account of Y & S Management at Wells Fargo Bank, Claremont, California.

w6. On or about May 24, 2007, defendant HOWARD purchased a cashier's check payable to defendant SALAS in the amount of \$65,000.00, for his purchase of 500 SE Snaffle Bit Court, Lee's Summit, Missouri.

x6. On or about April 19, 2007, defendant SALAS deposited the cashier's check payable to himself in the amount of \$65,000.00 into an account of Y & S Management at the Credit Union of Southern California, Whittier, California.

Summary

y6. In reliance on the material false, fraudulent, and misleading representations and omissions of facts contained in the mortgage loan applications and supporting documentation, mortgage lenders approved and made loans in the approximate total amount of \$12,616,990.00. From that total, unbeknownst to the lenders, buyers received approximately \$2,343,337.74, defendant CLARK received approximately \$381,495.36, and mortgage brokers received commissions.

Wire Transfers and Transfers of Funds

z6. The Grand Jury incorporates by reference as additional overt acts the wire transmissions and transfer of funds set forth in Counts Two through Twenty-six. The wire transmissions and transfers of funds were in interstate commerce, in furtherance of and as a result of the conspiracy and scheme to defraud, described above.

All in violation of Title 18, United States Code, Section 371.

COUNTS TWO through FOURTEEN

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about the dates listed below, at Kansas City, in the Western District of Missouri, and elsewhere, in furtherance of the conspiracy and as a result of the scheme to defraud set forth in Count One of this Indictment, the defendants named below caused to be transferred in interstate commerce between the locations listed below and Kansas City, Missouri, and elsewhere, money of a value of \$5,000.00 or more, knowing at the time that the same had been obtained and taken by fraud, that is, loans for the purchase of the listed properties, which loans were made in reliance on the false and fraudulent material representations and omissions by defendants as described in Count One, the factual allegations of which are incorporated by reference as if fully set forth herein, and from which loan proceeds checks were disbursed, as listed below:

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
2	HOWARD, BROWN, and CLARK	4432 SW Admiral Byrd Drive, Lee's Summit, Missouri	07/22/05	Check in the amount of \$38,195.80 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$342,486.61 and \$84,006.98 from Argent Mortgage Co., wired from Deutsche Bank Trust Co, New York, New York, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
3	HOWARD, BROWN, and CLARK	933 SW Raintree Drive, Lee's Summit, Missouri	08/05/05	Check in the amount of \$52,507.41 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$362,399.12 and \$89,052.80 from Finance America, wired from Deutsche Bank Trust Co, New York, New York, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.
4	HOWARD, BROWN, GUERRA, and CLARK	420 SE Hackamore Drive, Lee's Summit, Missouri	08/30/05	Check in the amount of \$151,149.58 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$382,478.84 and \$93,935.62 from ResMae Mortgage Corp., wired from Chase Bank of Texas, Houston, Texas, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.
5	HOWARD, EDWARDS, and CLARK	4500 SW Admiral Byrd Drive, Lee's Summit, Missouri	10/07/05	Check in the amount of \$117,297.02 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part proceeds of loans in the amounts of \$328,694.25 and \$83,025.00 from Countrywide Home Loans, wired from Bank of New York, New York, New York, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
6	McCLAIN, GUERRA, and CLARK	4524 SW Admiral Byrd Drive, Lee's Summit, Missouri	10/13/05	Check in the amount of \$190,431.77 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$348,720.27 and \$85,485.79 from ResMae Mortgage, wired from JP Morgan Chase Bank, New York, New York, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.
7	WILLIAMS, JUDITH WILLIAMS, and CLARK	4608 SW Admiral Byrd Drive, Lee's Summit, Missouri	11/22/05	Check in the amount of \$152,887.19 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$369,436.89 and \$90,436.89 from New Century Mortgage, wired from Deutsche Bank Trust Co., New York, New York, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.
8	GUERRA and CLARK	4521 SW Raintree Drive, Lee's Summit, Missouri	12/19/05	Check in the amount of \$159,544.23 drawn on the account of Kansas City Title at US Bank, Overland Park, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at BC National Bank, Lee's Summit, Missouri. These funds were part of the proceeds of loans from First Magnus Financial Corp. in the amounts of \$383,358.00 wired from UBS AG, New York, New York, and \$90,637.06 wired from Washington Mutual Bank, Stockton, California, to US Bank, Overland Park, Kansas, for credit to the account of Kansas City Title Company.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
9	HOWARD, SMITH, GUERRA, and CLARK	4828 SW Gull Point Drive, Lee's Summit, Missouri	08/21/06	Check in the amount of \$371,687.58 drawn on the account of Coffelt Land Title at National Bank of Kansas City, Leawood, Kansas, deposited into the personal account of Emerick at Bank of America, Lee's Summit, Missouri. These funds were part of the proceeds of a loan in the amount of \$679,725.93 from Fieldstone Mortgage Co., wired from JP Morgan Chase Bank, New York, New York, to National Bank of Kansas City, Leawood, Kansas, for credit to the account of Coffelt Land Title.
10	SIMPSON, JORDAN, and CLARK	308 Eagle Glen Drive, Raymore, Missouri	09/08/06	Check in the amount of \$104,806.12 drawn on the account of Coffelt Land Title at National Bank of Kansas City, Leawood, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at Bank of America, Lee's Summit, Missouri. These funds were part of the proceeds of a loan in the amount of \$295,932.56 from Aurora Clearing, wired from Lehman Brothers Bank, Wilmington, Delaware, to National Bank of Kansas City, Leawood, Kansas, for credit to the account of Coffelt Land Title.
11	HOWARD, ROMERO, JORDAN, and CLARK	4513 SE Admiral Byrd Drive, Lee's Summit, Missouri	10/31/06	Check in the amount of \$13,995.40 drawn on the account of Coffelt Land Title at National Bank of Kansas City, Leawood, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at The Columbian Bank and Trust, Lee's Summit, Missouri. These funds were part of the proceeds of a loan in the amount of \$554,389.66 from Lehman Brothers Bank, wired from Lehman Brothers Bank, Wilmington, Delaware, to National Bank of Kansas City, Leawood, Kansas, for credit to the account of Coffelt Land Title.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
12	HOWARD, JACKSON, and CLARK	4509 SW Admiral Byrd Drive, Lee's Summit, Missouri	01/05/07	Check in the amount of \$23,130.25 drawn on the account of Missouri Union Title, LLC, at Heartland Bank, Leawood, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at The Columbian Bank and Trust Co., Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$426,986.55 and \$104,335.03 from Accredited Home Lenders, wired from Deutsche Bank Trust Co. Americas, New York, New York, to Heartland Bank, Leawood, Kansas, for credit to the account of Missouri Union Title.
13	HOWARD, SALAS, and CLARK	408 SE Snaffle Bit Court, Lee's Summit, Missouri	03/29/07 and 03/30/07, respectively	Check in the amount of \$41,021.88 drawn on the account of Missouri Union Title, LLC, at Heartland Bank, Leawood, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at The Columbian Bank and Trust Co., Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amounts of \$472,942.82 and \$115,971.63 from First Magnus Financial Corp., wired from Washington Mutual Bank, Stockton, California, to Heartland Bank, Leawood, Kansas, for credit to the account of Missouri Union Title.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSFER OF MONEY
14	HOWARD, SALAS, and CLARK	500 SE Snaffle Bit Court, Lee's Summit, Missouri	05/07/07	Check in the amount of \$57,427.45 drawn on the account of Missouri Union Title, LLC, at Heartland Bank, Leawood, Kansas, deposited into the account of Ty Construction & Residential Contracting, L.L.C., at The Columbian Bank and Trust Co., Lee's Summit, Missouri. These funds were part of the proceeds of loans in the amount of \$404,444.60 and \$125,944.80 from Suntrust Mortgage, wired from Suntrust Bank, Atlanta, Georgia, to Heartland Bank, Leawood, Kansas, for credit to the account of Missouri Union Title.

All in violation of Title 18, United States Code, Sections 2314 and 2.

COUNTS FIFTEEN through TWENTY-SIX

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about the dates listed below, at Kansas City, in the Western District of Missouri, and elsewhere, in furtherance of the conspiracy and scheme to defraud set forth in Count One and for the purpose of executing the aforesaid scheme, the defendants listed below knowingly and willfully caused to be transmitted by means of wire communication in interstate commerce, between the Western District of Missouri and locations outside the State of Missouri, writings, signs, and signals, as described below, to obtain and fund loans to purchase the listed properties, which loans were made in reliance on the false and fraudulent material representations and omissions by defendants in execution of such scheme:

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSMISSION
15	JONES, GUERRA, and CLARK	520 SE Snaffle Bit Court, Lee's Summit, Missouri	03/16/06	Wire transfers of \$410,997.32 and \$101,313.62 from Citibank N.A., (MILA's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
16	CADENHEAD, GUERRA, and CLARK	513 SE Snaffle Bit Court, Lee's Summit, Missouri	05/25/06	Wire transfers of \$414,693.09 and \$101,762.20 from JP Morgan Chase Bank, (ResMae Mortgage's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
17	HOWARD, JORDAN, and CLARK	700 SW Admiral Byrd Drive, Lee's Summit, Missouri	07/11/06	Wire transfers of \$480,359.14 and \$118,699.61 from JP Morgan Chase Bank (OwnIt Mortgage Solution's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
18	HOWARD, GUERRA, and CLARK	509 SE Snaffle Bit Court, Lee's Summit, Missouri	08/02/06	Wire transfers of \$488,413.80 and \$120,538.00 from JP Morgan Chase Bank (CIT Group/ Consumer Finance's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
19	HOWARD, SMITH, GUERRA, and CLARK	505 SE Snaffle Bit Court, Lee's Summit, Missouri	08/16/06	Wire transfers of \$420,625.48 and \$103,938.00 from JP Morgan Chase (CIT Group/ Consumer Finance's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
20	SIMPSON, GUERRA, and CLARK	4505 SW Admiral Byrd Drive, Lee's Summit, Missouri	08/21/06	Wire transfer of \$522,999.32 from JP Morgan Chase (Fieldstone Mortgage's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.

COUNT	DEFENDANTS	PROPERTY PURCHASED	DATE	TRANSMISSION
21	SIMPSON, GUERRA, and CLARK	1523 Cove Drive, Lee's Summit, Missouri	09/28/06	Wire transfers of \$232,365.31 and \$58,358.00 from JP Morgan Chase (The CIT Group/Consumer Finance's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
22	HOWARD, ROMERO, GUERRA, and CLARK	4101 SE Canter Drive, Lee's Summit, Missouri	10/04/06	Wire transfers of \$420,029.88 and \$103,806.84 from Deutsche Bank Trust Co. Americas (MortgageIt's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
23	SIMPSON and CLARK	321 Eagle Glen Drive, Raymore, Missouri	10/26/06	Wire transfers of \$295,622.46 from JP Morgan Chase Bank (Sebring Capital's bank), Chicago, Illinois, to Commerce Bank, Kansas City, Missouri, for credit to the account of First American Title Co., Inc.
24	HOWARD, NSHANIAN, GUERRA, and CLARK	4208 SE Canter Drive, Lee's Summit, Missouri	10/30/06	Wire transfer of \$513,978.78 from JP Morgan Chase (Fieldstone Mortgage's bank), New York, New York, to UMB Bank, Kansas City, Missouri, for credit to the account of Trusted Title and Escrow.
25	HOWARD, NSHANIAN, and CLARK	4300 SE Trotter Drive, Lee's Summit, Missouri	01/17/07	Wire transfer of \$528,102.56 from UBS Warburg Real Estate Security (First Magnus Financial's bank), New York, New York, to Hillcrest Bank, Kansas City, Missouri, for credit to the account of Commonwealth Land Title Insurance Co.
26	HOWARD, SALAS, JORDAN, and CLARK	404 SE Snaffle Bit Court, Lee's Summit, Missouri	04/13/07	Wire transfers of \$433,007.20 and \$107,180.00 from Guaranty Bank (Stonecreek Fund Corp.'s bank), Austin, Texas, to Hillcrest Bank, Kansas City, Missouri, for credit to the account of Commonwealth Land Title Insurance Co.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS TWENTY-SEVEN through THIRTY

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about the dates listed below, at Lee’s Summit, in the Western District of Missouri, and elsewhere, defendant JEROME SHADE HOWARD, a/k/a Shade Jerome Howard, a/k/a Jerome Howard I, a/k/a Shade Jerome Howard I, a/k/a Jerome Howard, Jr., a/k/a Shade J. Howard, Sr., a/k/a Howard J. Shade, a/k/a Jerome L. Howard, hereafter HOWARD, did knowingly engage in, and cause to be engaged in, monetary transactions, in or affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, all as described below, in that HOWARD caused withdrawals and transfers as described below, with the funds represented by said withdrawals and transfers having been derived from a specified unlawful activity, that is, wire fraud and interstate transportation of money obtained by fraud, and HOWARD knew said monetary transactions involved proceeds of a criminal offense.

COUNT	DESCRIPTION OF CRIMINALLY DERIVED FUNDS AND SPECIFIED UNLAWFUL ACTIVITY	DESCRIPTION OF THE MONETARY TRANSACTION
27	In connection with his purchase of 700 SW Admiral Byrd Court, Lee’s Summit, Missouri, as described in Count One, on or about 07/14/06 defendant HOWARD caused \$111,000.00 to be wired from the account of Ty Construction & Residential Contracting, L.L.C., BC National Bank, Butler, Missouri, to the account of HOWARD d/b/a Dream Homes Management/Infinite Link Communication at Bank of the West, Anaheim, California.	On or about September 6, 2006, defendant HOWARD caused a withdrawal by check in the amount of \$60,000.00 drawn on the account of HOWARD d/b/a Dream Homes Management/Infinite Link Communication at Bank of the West, Anaheim, California, which check was used to purchase a cashier’s check payable to HOWARD, which he deposited into his account at Bank of America, Anaheim, California.

COUNT	DESCRIPTION OF CRIMINALLY DERIVED FUNDS AND SPECIFIED UNLAWFUL ACTIVITY	DESCRIPTION OF THE MONETARY TRANSACTION
28	In connection with his purchase of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, as described in Count One, on or about 08/04/06, defendant HOWARD deposited and caused to be deposited into the account of HOWARD, Infinite Link Communication, at Bank of America, Anaheim, California, a check dated 08/02/06, payable to Infinite Link Communications in the amount of \$114,000.00, drawn on the account of Ty Construction & Residential Contracting, L.L.C. at BC National Bank, Lee's Summit, Missouri.	On or about 10/11/06, defendant HOWARD caused a transfer of \$60,000.00 from the account of HOWARD, Infinite Link Communication, at Bank of America, Anaheim, California, to the account of HOWARD, Alpha/Omega Properties, at Bank of America, Anaheim, California.
29	In connection with the purchase by Cheryl ROMERO of 4101 SE Canter Drive, Lee's Summit, Missouri, as described in Count One, on or about 10/11/06 defendant HOWARD deposited and caused to be deposited into the account of Alpha/Omega Properties, Bank of America, Anaheim, California, a check payable to Alpha/Omega Properties, dated 10/06/06, in the amount of \$20,000.00, drawn on the account of Trusted Title & Escrow, UMB Bank, Kansas City, Missouri.	On or about 11/06/06, defendant HOWARD purchased a \$15,000.00 cashier's check payable to himself from Bank of America, Anaheim, California, which check was presented to Washington Mutual.
30	In connection with the purchase by Steven SALAS of 408 SE Snaffle Bit Court, Lee's Summit, Missouri, as described in Count One, on or about 03/29/07 defendant HOWARD caused Heartland Bank, Leawood, Kansas, to wire \$124,300.00 from the account of Parkway Title, to Bank of the West, Anaheim Hills, California, for credit to the account of defendant HOWARD, d/b/a Dream Homes Management/Infinite Link Communication.	On or about 04/16/07, defendant HOWARD caused a transfer of \$66,235.00 from the account of defendant HOWARD, doing business as Dream Homes Management/Infinite Link Communication, to the account of defendant HOWARD and another, at Bank of the West, Anaheim Hills, California.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT THIRTY-ONE

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about December 5, 2005, at Kansas City, in the Western District of Missouri, and elsewhere, defendant ANGELA R. CLARK did knowingly engage and cause to be engaged in a monetary transaction, in or affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, with the funds represented by the transaction having been derived from a specified unlawful activity, that is, interstate transportation of money obtained by fraud, and defendant CLARK knew said monetary transaction involved proceeds of a criminal offense, as described below.

a. In connection with the sale and purchase by EDWARDS of 4500 SW Admiral Byrd Drive, Lee's Summit, Missouri, as described in Count One, on or about October 12, 2005, defendant CLARK received a check for \$18,946.38 from a real estate company for her commission.

b. On or about October 13, 2005, defendant CLARK deposited and caused to be deposited the check into her personal account at Commerce Bank, Kansas City, Missouri; she received \$3,900.00 back in cash, making the net deposit \$15,046.00.

c. On or about December 5, 2005, defendant CLARK caused an electronic remittance to be made to her American Express account in the amount of \$15,000.00, drawn on her account at Commerce Bank, Kansas City, Missouri.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT THIRTY-TWO

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about August 31, 2006, at Kansas City, in the Western District of Missouri, and elsewhere, defendant ANGELA R. CLARK did knowingly engage and cause to be engaged in a monetary transaction, in or affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, with the funds represented by the transaction having been derived from a specified unlawful activity, that is, wire fraud, and defendant CLARK knew said monetary transaction involved proceeds of a criminal offense, as described below.

a. In connection with the sale and purchase by HOWARD of 509 SE Snaffle Bit Court, Lee's Summit, Missouri, as described in Count One, on or about August 2, 2006, Emerick caused checks to be written to defendant CLARK in the amount of \$4,020.00, payable to her, and in the amount of \$25,980.00, payable to Centsable Business Services.

b. On or about August 8, 2006, defendant CLARK deposited and caused to be deposited the check payable to Centsable Business Services into the account of Centsable Business Services at Commerce Bank, Kansas City, Missouri.

c. On or about August 31, 2006, defendant CLARK caused Commerce Bank, Kansas City, Missouri, to wire \$25,000.00 to First National Bank of Omaha, Omaha, Nebraska, for credit to the account of defendant GERALD WILLIAMS and another, which funds were for a personal loan to WILLIAMS.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT THIRTY-THREE

1. The Grand Jury incorporates by reference, paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about August 25, 2006, at Kansas City, in the Western District of Missouri, and elsewhere, defendant JAMES F. SIMPSON did knowingly engage and cause to be engaged in monetary transactions, in or affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, with the funds represented by the transaction having been derived from a specified unlawful activity, that is, wire fraud, and defendant SIMPSON knew said monetary transaction involved proceeds of a criminal offense, as described below.

a. In connection with his purchase of 4505 SW Admiral Byrd Drive, Lee's Summit, Missouri, as described in Count One, on or about August 25, 2006, defendant SIMPSON received two checks from Emerick after closing, both dated August 25, 2006: one payable to defendant SIMPSON in the amount of \$62,000.00, and one payable to Wells Fargo Home Loan in the amount of \$52,500.00.

b. On or about August 25, 2006, defendant SIMPSON sent the check to Wells Fargo Home Loan to pay off an existing mortgage indebtedness on a property in Kansas City, Missouri.

All in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT THIRTY-FOUR

1. The Grand Jury incorporates by reference paragraphs one through nineteen of Count One of the Indictment as if fully set forth herein.

2. On or about April 19, 2007, at Kansas City, in the Western District of Missouri, and elsewhere, defendant STEVEN M. SALAS did knowingly engage and cause to be engaged in monetary transactions, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, with the funds represented by the transaction having been derived from a specified unlawful activity, that is, interstate transportation of money obtained by fraud, and defendant SALAS knew said monetary transaction involved proceeds of a criminal offense, as described below.

a. In connection with his purchase of 408 SE Snaffle Bit Court, Lee's Summit, Missouri, as described in Count One, on or about March 30, 2007, defendant SALAS deposited and caused to be deposited into the account of Y & S Management at Wells Fargo Bank, Claremont, California, a check dated March 29, 2007, payable to Y & S Management in the amount of \$85,000.00, drawn on the account of Dream Homes Management at Bank of the West, Anaheim, California.

b. On or about May 15, 2007, defendant SALAS prepared and cashed a check in the amount of \$10,008.00 from his account at Y & S Management.

All in violation of Title 18, United States Code, Sections 1957 and 2.

ALLEGATION OF FORFEITURE

1. The Grand Jury realleges and incorporates by reference the allegations in Counts One, Two through Five, Nine through Fourteen, Seventeen through Nineteen, Twenty-two, and Twenty-four through Thirty of this Indictment for the purpose of alleging forfeiture 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).

2. Upon conviction of the offenses alleged in Counts One, Two through Five, Nine through Fourteen, Seventeen through Nineteen, Twenty-two, and Twenty-four through Thirty, the defendant JEROME SHADE HOWARD shall forfeit to the United States any property, real and personal, which was involved in the offense, or which constitutes or is derived from proceeds traceable to the aforesaid offenses, including but not limited to the following property:

Money Judgment and Other Property Involved in or Traceable to the Offense

a. Approximately twelve million, six-hundred sixteen thousand, and nine-hundred ninety dollars (\$12,616,990.00) in United States currency and all interest and proceeds traceable thereto, representing the amount of proceeds obtained by the defendant HOWARD and co-conspirators during the scheme, in that such sum in aggregate, constitutes or is derived from proceeds traceable to the offenses alleged in Counts One, Two through Five, Nine through Fourteen, Seventeen through Nineteen, Twenty-two, and Twenty-four through Thirty.

Substitute Assets

If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the court;
- (4) has been substantially diminished in value; or
- (5) has been co-mingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property (that is, approximately \$12,616,990.00).

All in violation of Title 18, United States Code, Section 981(a)(1)(A) and (C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL.

10/29/08
DATE

/s/ Cheryl Gross
FOREPERSON OF THE GRAND JURY

/s/ Linda Parker Marshall
Linda Parker Marshall
Senior Litigation Counsel
United States Attorneys Office