

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA

v.

DWIGHT JENKINS
ERIC J. ARCHAMBAULT
Defendants

) **09 CR 10373 GAO**
)
) CRIMINAL NO.

) **VIOLATIONS:**

) 18 U.S.C. §1343 (Wire Fraud)

) 18 U.S.C. §1957 (Unlawful Monetary Transaction)

) Forfeiture Allegations

INDICTMENT

The Grand Jury charges that:

At times relevant to this Indictment:

1. Defendant Dwight Jenkins (“JENKINS”) was an individual who resided in Dorchester, Massachusetts, and elsewhere.
2. Defendant Eric J. Archambault (“ARCHAMBAULT”) was a mortgage broker who resided in Wrentham, Massachusetts.
3. Great Western Capital Corporation of the Americas, Inc., and Great Western Capital Corp., (collectively “Great Western Capital”), were businesses operated by JENKINS in Massachusetts and elsewhere.
4. Old American Mortgage Company, Inc. (“Old American Mortgage”) was a business operated by ARCHAMBAULT in Massachusetts and elsewhere.
5. Boardman Real Estate was a business established by JENKINS associate “L.B.” at JENKINS’s request. JENKINS controlled various bank accounts opened and/or held in the names of L.B. and/or Boardman Real Estate.

6. American Mortgage Network, Inc., doing business as American Mortgage Network of MA (“American Mortgage Network”) was a corporation organized under the laws of Delaware, with a mailing address of, among other places, P.O. Box 85463, San Diego, California.

7. First Franklin Financial Corporation (“First Franklin”) was a division of National City Bank, a national association organized under the laws of the United States of America, with offices, among other places, at 2150 North First Street, San Jose, California. First Franklin was a financial institution as defined in 18 U.S.C. §20.

8. New Century Mortgage Corporation (“New Century”) was a corporation organized under the laws of California, with offices, among other places, at 18400 Von Karman, Suite 1000, Irvine, California.

9. Option One Mortgage Corporation (“Option One”) was a corporation organized under the laws of California, with offices, among other places, at 3 Ada Street, Irvine, California.

10. Washington Mutual Bank (“Washington Mutual”) was a federal association organized under the laws of the United States of America, with offices, among other places, at 1400 South Douglass Road, Suite 100, Anaheim, California. Washington Mutual was a financial institution as defined in 18 U.S.C. §20.

11. Wells Fargo Bank, N.A. (“Wells Fargo”) was a national association organized under the laws of the United States of America, with a mailing address, among other places, of P.O. Box 5137, Des Moines, Iowa. Wells Fargo was a financial institution as defined in 18 U.S.C. §20.

12. American Mortgage Network, First Franklin, New Century, Option One,

Washington Mutual, and Wells Fargo are collectively referred to herein as “the mortgage lenders.”

13. Nelson & Roach was a law firm located at 39 Revere Road, Quincy, Massachusetts, which, among other things, conducted real estate closings and had a Conveyancing Account at Eastern Bank into which funds for closings were wired by mortgage lenders.

14. Cushing & Dolan, P.C. was a law firm located at 24 School Street, Boston, Massachusetts, which, among other things, conducted real estate closings and had an Interest on Lawyers Trust Account (IOLTA) bank account at Sovereign Bank into which funds for closings were wired by mortgage lenders.

15. Individuals referred to herein as “P.L.”, “G.M.H.”, and “M.E.G.” were persons who owned real property in Dorchester, Massachusetts.

16. Individuals referred to herein as “J.J.”, “F.O.”, “J.W.”, “E.W.”, “D.S.”, “E.A.” and “J.G.” were persons who resided in Massachusetts and who were recruited as “straw buyers,” as described below.

17. Individuals referred to herein as “R.M.” and “N.J.” were persons who resided in Massachusetts and who were associates of JENKINS.

THE SCHEME TO DEFRAUD

18. Beginning in or about August 2006 and continuing through in or about February 2007, JENKINS and ARCHAMBAULT, and others known and unknown to the Grand Jury, engaged in a scheme to defraud and to obtain money and property by material false and fraudulent pretenses, representations and promises, in connection with the financing of

residential real estate purchases in Dorchester, Massachusetts, and elsewhere, by “straw buyers” recruited by JENKINS or associates acting on JENKINS’s behalf.

19. As used in this Indictment, the term “straw buyer” refers to an individual who takes title to real property and obtains mortgage loan financing for that purchase, but who has no intention to reside in the real property or to repay the mortgage loan.

20. On various occasions, JENKINS directly and through his associates recruited straw buyers by promising individuals a fee for the use of their names, identifying information, and credit ratings to apply for mortgage loans. In some instances the straw buyers were persuaded to participate by representations that doing so would be a good investment opportunity or that doing so would improve their credit ratings and ultimately enable them to own their own homes. To entice the straw buyers to allow their names and credit histories to be used to purchase property, JENKINS and his associates routinely assured the straw buyers that JENKINS or Great Western would pay the mortgages, maintain the properties, find tenants and then re-sell the properties, sharing a portion of the proceeds with the straw buyers.

21. Once a straw buyer agreed to participate, JENKINS and his associates routinely referred the buyer to ARCHAMBAULT, who prepared the mortgage applications in the names of the straw buyers. In all instances, the loan applications falsely represented that the straw buyers intended to occupy the premises as a primary residence. In most instances, the mortgage loan applications also contained false and fraudulent representations regarding the straw buyer’s employment, income and assets.

22. In some instances, as set forth below, JENKINS sold property he owned to the straw buyers and profited directly from the property sale. In other instances, as set forth below,

JENKINS received payments through funds provided by the mortgage lenders at the closing.

These payments were sometimes referred to in closing documents as a “contract release fee” and varied in amounts from \$60,000 to \$70,000.

23. ARCHAMBAULT received fees from the mortgage lenders for each loan which closed. These fees, which amounted to \$8,000 to \$10,000 per closing, more or less, were listed in the closing documents in various ways, including as a loan origination fee, application fee, appraisal fee and broker fee. In some instances, straw buyers were signed up for loans with terms that were deemed particularly advantageous to the lenders, for which ARCHAMBAULT received a fee from the lender of 1 to 2 percent of the loan amount, called a yield spread premium fee. All of these fees are referred to herein as “broker and processing fees.”

24. ARCHAMBAULT also received payments from JENKINS from the proceeds of loans ARCHAMBAULT brokered for the straw buyers.

25. Between in or about August 2006 and continuing through in or about February 2007, JENKINS and his associates recruited straw buyers and arranged for the straw buyers to purchase at least nine properties, more particularly described below, for which ARCHAMBAULT brokered the mortgages. As a result of these transactions, JENKINS received about \$1.2 million, more or less, in payments designated as “contract release fees” and, in some instances, proceeds as the “seller,” while ARCHAMBAULT received \$80,817.40, more or less, in broker and processing fees. Additionally, ARCHAMBAULT received payments from JENKINS of \$75,000 from the proceeds of loans ARCHAMBAULT brokered for the straw buyers.

**80 Draper Street
Dorchester, Massachusetts**

26. On or about September 22, 2006, P.L. bought a multi-family dwelling at 80 Draper Street, Dorchester, Massachusetts, for \$660,000. ARCHAMBAULT was the mortgage broker for the purchase. On or about October 23, 2006, P.L. converted the property into three condominiums, which allowed P.L. to sell the condominiums individually.

27. In or about October 2006, JENKINS directly or through his associates recruited, on separate occasions, J.J., F.O. and J.W. as straw buyers. In exchange for lending their names and credit histories for the purchase of the properties, JENKINS directly or through his associates promised J.J., F.O., and J.W. that they would each be paid a fee of \$5,000, more or less, per property at or near closing and an additional sum when the property was resold. JENKINS directly or through his associates also assured J.J., F.O. and J.W. that they would have no responsibility for paying the mortgage and the taxes, making repairs, finding tenants, collecting rent, applying rental income to property costs, or finding subsequent buyers for the properties. JENKINS directly and through his associates promised J.J., F.O. and J.W. that those responsibilities would be handled by JENKINS or JENKINS's company.

28. In or about October 2006, J.J., F.O. and J.W. each agreed to participate. ARCHAMBAULT then prepared the mortgage applications which contained false and fraudulent representations. These representations included false and fraudulent representations concerning each buyer's employment status, income and assets, and the buyer's intent to make each unit the respective buyer's primary residence.

29. On or about October 31, 2006, P.L. sold Unit #1 to J.J. and Units #2 and #3 to

F.O. and J.W. as co-borrowers. The purchase price for each unit was \$374,900 and all the mortgage loans were brokered by ARCHAMBAULT.

30. As a result of the sales to straw buyers J.J., F.O. and J.W., JENKINS, through Boardman Real Estate, received \$210,000 in “contract release fees,” and ARCHAMBAULT, through Old American Mortgage, received \$27,877 in broker and processing fees.

**85 Draper Street
Dorchester, Massachusetts**

31. On or about October 10, 2006, G.M.H. purchased a multi-family dwelling at 85 Draper Street, Dorchester, Massachusetts, for \$519,000. G.M.H. was the father-in-law of P.L., the seller of 80 Draper Street described above. ARCHAMBAULT was the mortgage broker for the purchase. On or about November 28, 2006, P.L., acting on a power of attorney from G.M.H., converted the building to condominiums, allowing G.M.H. to sell the units individually.

32. In or about the fall of 2006, F.O., one of the straw buyers for Units #2 and #3 of 80 Draper Street, recruited E.W. as a straw buyer. F.O. told E.W. that E.W. would receive a fee of \$10,000 and assured E.W. that an investment firm would handle all of the costs associated with the property, including the mortgage, taxes, utilities and maintenance. F.O. also told E.W. that E.W. would receive a share of the profit when the property was resold.

33. After agreeing to participate in the purchase of one property, E.W. provided biographical and employment information to ARCHAMBAULT, who then prepared mortgage applications for 85 Draper Street, Units #2 and #3, which applications contained false and fraudulent representations. These representations included false and fraudulent representations concerning E.W.’s income and, in each application, a representation that E.W. intended to make

each unit E.W.'s primary residence.

34. In or about December 2006, ARCHAMBAULT told E.W. that a property had been located for her to purchase and advised E.W. when and where to go for the closing. On or about December 5, 2006, E.W. attended a closing and learned for the first time that the closing was for the purchase of two units, Units #2 and #3. Although E.W. questioned the closing agent about this, E.W. completed the closing.

35. As a result of the sales to E.W., JENKINS, through Boardman Real Estate, received \$129,960 in "contract release fees," and ARCHAMBAULT, through Old American Mortgage, received \$16,799 in broker and processing fees.

**77 Draper Street
Dorchester, Massachusetts**

36. On or about October 22, 1999, M.E.G. purchased a three-family dwelling at 77 Draper Street for \$199,900.

37. On or about April 17, 2005, the dwelling was significantly damaged by a three-alarm fire. M.E.G. was unable to complete the repairs and fell behind on the mortgage. Thereafter, M.E.G. was approached by an individual, R.M., who told M.E.G. that R.M. and JENKINS would buy the property, complete the repairs and then resell it. On various occasions, JENKINS directly, and through R.M., told M.E.G. that JENKINS would take over the mortgage payments and prevent foreclosure and ultimately would pay off the mortgage on the property. M.E.G. agreed to sign over the property to R.M. and JENKINS in return for a payment of \$50,000.

38. On or about August 25, 2006, M.E.G. signed a quitclaim deed transferring 77

Draper Street to R.M. and to Great Western for a stated consideration of \$50,000. Thereafter, on or about December 20, 2006, JENKINS, as trustee for the 77 Draper Street Condominium Trust, converted the property into condominiums, which allowed the units to be sold individually.

39. In or about November 2006, JENKINS, directly or through his associates, recruited D.S. and E.A. as straw buyers. JENKINS, directly or through his associates, promised D.S. and E.A. that in exchange for the use of their names and credit histories, they each would be paid \$10,000, more or less, at or near closing and then an additional sum when the property was resold.

40. After agreeing to participate, D.S. and E.A. provided biographical and employment information to ARCHAMBAULT, who prepared mortgage applications for D.S. and E.A. which contained false and fraudulent representations. These representations included false and fraudulent representations concerning their employment and income and the representation that each buyer intended to make each unit the buyer's primary residence.

41. JENKINS and ARCHAMBAULT took steps to ensure that the false and fraudulent representations made on D.S.'s and E.A.'s mortgage applications would not be detected by the mortgage lenders. That is, in or about November 2006, JENKINS recruited N.J. to pose as the employer of D.S. and E.A. in return for a payment of \$1,000. N.J. agreed to do so.

42. JENKINS and ARCHAMBAULT provided N.J. with the true dates of birth and Social Security numbers of straw buyers E.A. and D.S. as well as false information such as employment and income for N.J. to use to fill out various forms needed for the mortgage applications and to provide to the mortgage lenders when they called to verify employment. JENKINS and ARCHAMBAULT also instructed N.J. how to recognize mortgage lender

inquiries and how to respond to such inquiries. N.J. was contacted by two mortgage lenders and “verified” that the straw buyers worked for N.J.’s own employer, which, as JENKINS, ARCHAMBAULT and N.J. well knew, they did not.

43. On or about December 29, 2006, R.M. and JENKINS, through Great Western, sold units #1 and #3 to D.S. for \$330,000 and \$320,000 respectively, and Unit #2 to E.A. for \$330,000. All the loans were brokered by ARCHAMBAULT.

44. As a result of the sales to D.S. and E.A., JENKINS received \$543,367.71, more or less, and ARCHAMBAULT, through Old American Mortgage, received \$26,660 in broker and processing fees.

**35 Harwood Street, Unit #2
Dorchester, Massachusetts**

45. Sometime prior to February 16, 2007, J.G. received a flier advertising a real estate investment opportunity.

46. J.G. responded to the flier and had a telephone conversation with a woman who advised that J.G. could purchase a house in her own name and that doing so would improve J.G.’s credit score. J.G. provided the woman with J.G.’s Social Security number and bank account information.

47. Thereafter, the woman phoned J.G. and told J.G. that \$33,000, more or less, would be deposited into J.G.’s bank account prior to the purchase of the property and that J.G. was not to spend any of it because J.G. would have to return it after the closing on the property.

48. On or about February 15, 2007, a wire transfer of \$35,000 was made to J.G.’s account from a joint account held in the name of ARCHAMBAULT and another individual.

49. The same woman who had been instructing J.G. about the property purchase also told J.G. to bring a check in a specific amount for the closing, which J.G. did.

50. On or about February 16, 2007, J.G. attended a closing and “purchased” 35 Harwood Street, Unit #2, in Dorchester, Massachusetts, for a purchase price of \$330,000. J.G., as buyer, produced a check in the sum of \$33,622.43.

51. At some time prior to February 16, 2007, ARCHAMBAULT prepared a mortgage application in the name of J.G. which contained false and fraudulent representations. These false and fraudulent representations included that ARCHAMBAULT had interviewed J.G. on the telephone, and various representations about J.G.’s employment, income and assets. The application falsely represented that J.G. intended to make 35 Harwood Street, Unit #2, J.G.’s primary residence.

52. Included with the mortgage application was a letter to the mortgage lender purportedly from L.B., described in ¶5, falsely substantiating J.G.’s ability to make a down payment. In this letter, L.B. claimed to be J.G.’s sister and the source of the down payment funds.

53. Although an individual other than JENKINS was listed on the closing settlement statement as the seller of 35 Harwood Street, Unit #2, the \$319,158.78 due to the seller as a result of the sale was paid to JENKINS. ARCHAMBAULT, through Old American Mortgage, received \$9,480 in broker and processing fees.

**COUNTS ONE through SIXTEEN
(Wire Fraud – 18 U.S.C. §1343)**

54. The Grand Jury re-alleges and incorporates by reference paragraphs 1 through 53 of this Indictment and further charges that:

55. On or about the following dates, in the District of Massachusetts and elsewhere,

DWIGHT JENKINS
and
ERIC J. ARCHAMBAULT,

defendants herein, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises in connection with the mortgage financing of purchases and sales of real property in Dorchester, Massachusetts, did cause writings, signs, signals, pictures and sounds to be transmitted by means of wire communication in interstate commerce for the purpose of executing such scheme and artifice, to wit, wire transfers of the fraudulently obtained mortgage loans, as follows:

Count	Date	Property	Wire Transfer	Amount
1	10/31/06	80 Draper St., #1 Dorchester, MA	Wire transfer from the account of Long Beach Mortgage at Washington Mutual Bank in Stockton, California, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$304,951.52
2	10/31/06	80 Draper St., #1 Dorchester, MA	Wire transfer from the account of Long Beach Mortgage at Washington Mutual Bank in Stockton, California, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$74,654.20
3	10/31/06	80 Draper St., #2 Dorchester, MA	Wire transfer from the account of First Franklin at National City Bank in Indianapolis, Indiana, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$305,065.58

Count	Date	Property	Wire Transfer	Amount
4	10/31/06	80 Draper St., #2 Dorchester, MA	Wire transfer from the account of First Franklin at National City Bank in Indianapolis, Indiana, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$74,553.05
5	10/31/06	80 Draper St., #3 Dorchester, MA	Wire transfer from the account of Long Beach Mortgage at Washington Mutual Bank in Stockton, California, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$304,959.73
6	10/31/06	80 Draper St., #3 Dorchester, MA	Wire transfer from the account of Long Beach Mortgage at Washington Mutual Bank in Stockton, California, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$74,653.89
7	11/30/06	85 Draper St., #3 Dorchester, MA	Wire transfer from the account of American Mortgage Network at JPMorgan Chase Bank in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$301,671.77
8	11/30/06	85 Draper St., #3 Dorchester, MA	Wire transfer from the account of American Mortgage Network at JPMorgan Chase Bank in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$75,626.60
9	12/01/06	85 Draper St., #2 Dorchester, MA	Wire transfer from the account of DB Trust Company - Americas at DBTCO in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$284,549.84
10	12/01/06	85 Draper St., #2 Dorchester, MA	Wire transfer from the account of DB Trust Company - Americas at DBTCO in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$69,663.05

Count	Date	Property	Wire Transfer	Amount
11	12/29/06	77 Draper St., #2 Dorchester, MA	Wire transfer from the account of Wells Fargo Home Mortgage at Wells Fargo Bank in San Francisco, California, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$335,165.85
12	01/02/07	77 Draper St., #3 Dorchester, MA	Wire transfer from the account of DB Trust Company - Americas at DBTCO in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$63,646.35
13	01/02/07	77 Draper St., #3 Dorchester, MA	Wire transfer from the account of DB Trust Company - Americas at DBTCO in New York, New York, to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$259,991.85
14	01/02/07	77 Draper St., #1 Dorchester, MA	Wire transfer from the account of First Franklin Financial Corporation at National City Bank in Cleveland, Ohio to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$268,306.00
15	01/02/07	77 Draper St., #1 Dorchester, MA	Wire transfer from the account of First Franklin Financial Corporation at National City Bank in Cleveland, Ohio to the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts	\$65,538.70
16	02/16/07	35 Harwood Street, #2 Dorchester, MA	Wire transfer from the account of Option One Mortgage Corporation at Mellon Bank, Pittsburgh, Pennsylvania, to the IOLTA account of Cushing & Dolan at Sovereign Bank New England, in Wyomissing, Pennsylvania	\$300,845.72

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

**COUNTS SEVENTEEN through TWENTY-FIVE
(Unlawful Monetary Transaction – 18 U.S.C. §1957)**

56. The Grand Jury re-alleges and incorporates by reference paragraphs 1 through 53 of this Indictment, and further charges that:

57. On or about the following dates, in the District of Massachusetts, and elsewhere,

DWIGHT JENKINS,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, by, through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, the particulars of which are described below, and which was derived from a specified unlawful activity, that is, wire fraud, in violation of 18 U.S.C. §1343:

Count	Date	Property	Transaction	Amount
17	11/03/06	80 Draper St., #1, Dorchester, MA	Wire transfer from the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts, to the account of Boardman Real Estate at Citizens Bank, in Providence, Rhode Island	\$70,000.00
18	11/03/06	80 Draper St., #2, Dorchester, MA	Wire transfer from the Conveyancing Account of Nelson & Roach at Eastern Bank, Boston, Massachusetts, to the account of Boardman Real Estate at Citizens Bank, in Providence, Rhode Island	\$70,000.00
19	11/03/06	80 Draper St., #3, Dorchester, MA	Wire transfer from the Conveyancing Account of Nelson & Roach at Eastern Bank, Boston, Massachusetts, to the account of Boardman Real Estate at Citizens Bank, in Providence, Rhode Island	\$70,000.00

Count	Date	Property	Transaction	Amount
20	12/04/06	85 Draper St., #2 Dorchester, MA	Wire transfer from the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts, to the account of Great Western Capital Corporation at Citizens Bank, in Providence, Rhode Island	\$59,980.00
21	12/04/06	85 Draper St., #3 Dorchester, MA	Wire transfer from the Conveyancing Account of Nelson & Roach at Eastern Bank, in Boston, Massachusetts, to the account of Boardman Real Estate at Citizens Bank, in Providence, Rhode Island	\$69,980.00
22	01/16/07	77 Draper St., #1 Dorchester, MA	Check 36153, on the Nelson & Roach Conveyancing Account at Eastern Bank, Boston, Massachusetts, made payable to Dwight Jenkins, and deposited to the LB account at Citizens Bank, Providence, Rhode Island	\$182,257.92
23	01/16/07	77 Draper St., #2 Dorchester, MA	Check 36154 on the Nelson & Roach Conveyancing Account at Eastern Bank, Boston, Massachusetts, made payable to Dwight Jenkins, and deposited to the LB account at Citizens Bank, Providence, Rhode Island	\$185,664.72
24	01/16/07	77 Draper St., #3 Dorchester, MA	Check 36155 on the Nelson & Roach Conveyancing Account at Eastern Bank, Boston, Massachusetts, made payable to Dwight Jenkins, and deposited to the LB account at Citizens Bank, Providence, Rhode Island	\$175,445.07
25	2/20/07	35 Harwood St., #2 Dorchester, MA	Wire transfer from the IOLTA account of Cushing & Dolan at Sovereign Bank New England in Wyomissing, Pennsylvania, to an account in the name of Dwight Jenkins at Crescent Credit Union in Brockton, Massachusetts	\$319,158.78

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

**COUNTS TWENTY-SIX through TWENTY-EIGHT
(Unlawful Monetary Transaction – 18 U.S.C. §1957)**

58. The Grand Jury re-alleges and incorporates by reference paragraphs 1 through 53 of this Indictment, and further charges that:

59. On or about the following dates, in the District of Massachusetts, and elsewhere,

ERIC J. ARCHAMBAULT,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, by, through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, the particulars of which are described below, and which was derived from a specified unlawful activity, that is, wire fraud, in violation of 18 U.S.C. §1343:

Count	Date	Property	Transaction	Amount
26	11/7/06	80 Draper St. # 1, #2, & #3 Dorchester, MA	Check 1008 on the Boardman Real Estate Account at Citizens Bank, Providence, Rhode Island, made payable to Eric Archambault, and deposited into the account of Eric J. Archambault at Citizens Bank, Providence, Rhode Island	\$25,000.00
27	1/09/07	77 Draper St. #2 Dorchester, MA	Check 35952 on the Nelson & Roach Conveyancing Account at Eastern Bank, Boston, Massachusetts, made payable to Old American Mortgage and deposited into the account of Old American Mortgage at Citizens Bank, Providence, Rhode Island	\$10,470.00
28	1/22/07	77 Draper St. #1, #2, #3 Dorchester, MA	Check 1044 on the Boardman Real Estate Account at Citizens Bank , Providence, Rhode Island, made payable to Eric Archambault, and deposited into the account of Eric J. Archambault at Citizens Bank, Providence, Rhode Island	\$50,000.00

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

FORFEITURE ALLEGATIONS
(18 U.S.C. §§ 981(a)(1)(C), 982(a)(1) & 28 U.S.C. § 2461(c))

1. Upon conviction of any of the offenses in violation of Title 18, United States Code, Section 1343 alleged herein, the defendants,

DWIGHT JENKINS
and
ERIC J. ARCHAMBAULT,

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

2. Upon conviction of any offense in violation of Title 18, United States Code, Section 1957 alleged herein, the defendants,

DWIGHT JENKINS
and
ERIC J. ARCHAMBAULT,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense, or any property traceable to such property.

3. If any of the property described in paragraphs 1 and 2 hereof as being forfeitable pursuant to Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(1) and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendants --

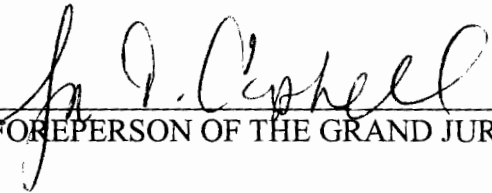
- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of this Court;
- d. has been substantially diminished in value; or

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

it is the intention of the United States, pursuant to Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of all other property of the defendants up to the value of the property described in subparagraphs a through e of this paragraph. Such property includes, without limitation, the real property located at 90 Pokanoket Path, Wrentham, MA, described in more detail in a deed recorded at Book 23283, Page 293 of the Norfolk County Registry of Deeds.

All pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(1), Title 28, United States Code, Section 2461(c) and Rule 32.2 of the Federal Rules of Criminal Procedure.

A TRUE BILL

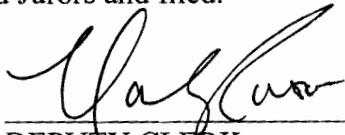

FOR PERSON OF THE GRAND JURY

Sandra S. Bower
SANDRA S. BOWER
ASSISTANT U.S. ATTORNEY

DISTRICT OF MASSACHUSETTS

December 2, 2009

Returned into the District Court by the Grand Jurors and filed.


DEPUTY CLERK 11:40 A.M.

Criminal Case Cover Sheet

Place of Offense: Dorchester Category No. II Investigating Agency SECRET SERVICE/IRS

City _____ Related Case Information: **09 CR 10373 GAO**

County Suffolk Superseding Ind./ Inf. _____ Case No. _____
Same Defendant _____ New Defendant _____
Magistrate Judge Case Number _____
Search Warrant Case Number _____
R 20/R 40 from District of _____

Defendant Information:

Defendant Name Eric J. Archambault Juvenile Yes No

Alias Name _____

Address 90 Pokanoket Path, Wrentham, MA

Birth date (Year only): 1970 SSN (last 4 #): 5642 Sex M Race: white Nationality: US

Defense Counsel if known: _____ Address: _____

Bar Number: _____

U.S. Attorney Information:

AUSA Sandra S. Bower Bar Number if applicable 787700

Interpreter: Yes No List language and/or dialect: _____

Victims: Yes No If Yes, are there multiple crime victims under 18 U.S.C. §3771(d)(2) Yes No

Matter to be SEALED: Yes No

Warrant Requested Regular Process In Custody

Location Status:

Arrest Date: _____

Already in Federal Custody as _____ in _____
 Already in State Custody _____ Serving Sentence Awaiting Trial
 On Pretrial Release: Ordered by _____ on _____

Charging Document: Complaint Information Indictment

Total # of Counts: Petty _____ Misdemeanor _____ Felony 19

Continue on Page 2 for Entry of U.S.C. Citations

I hereby certify that the case numbers of any prior proceedings before a Magistrate Judge are accurately set forth above.

Date: 12-2-09 Signature of AUSA: Sandra S. Bower

District Court Case Number (To be filled in by deputy clerk): _____

Name of Defendant Eric Archambault

U.S.C. Citations

	<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count Numbers</u>
Set 1	<u>18 USC 1343 & 2</u>	<u>wire fraud</u>	<u>1-16</u>
Set 2	<u>18 USC 1957 & 2</u>	<u>unlawful monetary transaction</u>	<u>26-28</u>
Set 3	<u>18 USC 981(a)(1)(C), 982(a)(1), 28 USC 2461(c)</u>	<u>forfeiture allegations</u>	
Set 4			
Set 5			
Set 6			
Set 7			
Set 8			
Set 9			
Set 10			
Set 11			
Set 12			
Set 13			
Set 14			
Set 15			

ADDITIONAL INFORMATION:

Criminal Case Cover Sheet

U.S. District Court - District of Massachusetts

Place of Offense: Dorchester Category No. II Investigating Agency SECRET SERVICE/IRS

City _____

Related Case Information:

County Suffolk

Superseding Ind. Inf. **09 CR 10373 GAO** Case No. _____
Same Defendant _____ New Defendant _____
Magistrate Judge Case Number _____
Search Warrant Case Number 07-1737-TSH; 07-1763-TSH
R 20/R 40 from District of _____

Defendant Information:

Defendant Name Dwight Jenkins Juvenile Yes No

Alias Name _____

Address last known address: 50 Stacy Street, Randolph, MA

Birth date (Year only): 1971 SSN (last 4 #): 4189 Sex M Race: black Nationality: US

Defense Counsel if known: _____ Address: _____

Bar Number: _____

U.S. Attorney Information:

AUSA Sandra S. Bower Bar Number if applicable 787700

Interpreter: Yes No List language and/or dialect: _____

Victims: Yes No If Yes, are there multiple crime victims under 18 U.S.C. §3771(d)(2) Yes No

Matter to be SEALED: Yes No

Warrant Requested Regular Process In Custody

Location Status:

Arrest Date: _____

Already in Federal Custody as _____ in _____

Already in State Custody _____ Serving Sentence Awaiting Trial

On Pretrial Release: Ordered by _____ on _____

Charging Document: Complaint Information Indictment

Total # of Counts: Petty _____ Misdemeanor _____ Felony 25

Continue on Page 2 for Entry of U.S.C. Citations

I hereby certify that the case numbers of any prior proceedings before a Magistrate Judge are accurately set forth above.

Date: 12-2-09 Signature of AUSA: Sandra S. Bower

District Court Case Number (To be filled in by deputy clerk): _____

Name of Defendant Dwight Jenkins

	<u>Index Key/Code</u>	<u>U.S.C. Citations</u> <u>Description of Offense Charged</u>	<u>Count Numbers</u>
Set 1	<u>18 USC 1343 &2</u>	<u>wire fraud</u>	<u>1-16</u>
Set 2	<u>18 USC 1957 &2</u>	<u>unlawful monetary transaction</u>	<u>17-25</u>
Set 3	<u>18 USC 981(a)(1)(C), 982(a)(1), 28 USC2461(c)</u>	<u>forfeiture allegations</u>	
Set 4			
Set 5			
Set 6			
Set 7			
Set 8			
Set 9			
Set 10			
Set 11			
Set 12			
Set 13			
Set 14			
Set 15			

ADDITIONAL INFORMATION: