Presented to the Court by the foreman of the Grand Jury in open Court, in the presence of the Grand Jury and FILED in The U.S. DISTRICT COURT at Seattle, Washington.

OCTOBER 20, 2005
BRUCE RIFKIN, Clerk
By _____ Deputy

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

AKRAM ASWAD ALMUSSA, and JOSHUA KEBEDE,

Defendants.

NO. CR05 0381 TSZ

INDICTMENT

05-CR-00381-INDI

The Grand Jury charges that:

COUNT ONE

(Conspiracy to Commit Wire Fraud)

A. The Offense

1. Beginning at a date uncertain, but sometime in 2003, and continuing through on or about July 2004, in the Western District of Washington at Bellevue, and elsewhere, AKRAM ASWAD ALMUSSA, JOSHUA KEBEDE, and others known and unknown, did knowingly and willfully conspire, confederate and agree to commit offenses against the United States, to wit: To knowingly transmit and cause to transmit by wire, communications in interstate and foreign commerce in furtherance of a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and to aid and abet, cause and procure the same, knowing full well that the pretenses, representations and promises were false when made, in violation of Title 18, United States Code, Sections 1343

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and 2.

B. The Object of the Conspiracy.

2. The object of the conspiracy was for ALMUSSA, KEBEDE and other coconspirators to defraud mortgage companies and other financial institutions, by obtaining mortgage loans under false pretenses. The conspirators would enter into contracts to purchase residential real property in Western Washington. While those transactions were pending, the conspirators would recruit "straw buyers" to pretend to purchase the same real estate from ALMUSSA and/or KEBEDE for a vastly inflated price. ALMUSSA and KEBEDE would then cause the straw buyer to apply for loans to finance the inflated purchase price, using materially false information to obtain the loans. The real purchase and the straw purchase would generally close within a short period of time - typically on the same day, at the same escrow office. The fraudulently obtained loan would then be used to pay the original seller, with the excess amounts going to ALMUSSA and KEBEDE.

C. The Manner and Means of the Conspiracy.

3. It was part of the conspiracy that ALMUSSA and KEBEDE would work together with persons known and unknown to identify and purchase real property in legitimate, arms-length transactions for market prices. Representative examples include the following:

a. On or about October 20, 2003, KEBEDE entered into a Real Estate Purchase and Sales Agreement to purchase a house located at 4398 Somerset Blvd S.E., Bellevue, Washington, from W.K. for $480,000.

b. In early November of 2003, ALMUSSA and KEBEDE approached S.M and O.M., husband and wife, and offered to purchase their home at 15800 71st ~~Street~~ Ave NE in Kenmore, Washington. KEBEDE ultimately entered into a Real Estate Purchase and Sale agreement with the S.M. and O.M. as "Joshua E. Kebede or assigns"on November 17, 2003, for $380,000. The property was ultimately purchased

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from C.M. and O.M. by a company owned and controlled by ALMUSSA called "E C and Associates."

4. It was part of the conspiracy that ALMUSSA and KEBEDE would work together with persons known and unknown to recruit "straw buyers" to participate in the scheme. ALMUSSA and KEBEDE would then re-sell the same houses to the straw buyers, within a very short period of time, for vastly inflated prices - sometimes referred to as "flipping" the property.

5. In reality, the straw buyers had no intention of actually purchasing, owning, or occupying the homes. Instead, the houses would continue to be owned and controlled by ALMUSSA and KEBEDE. ALMUSSA and KEBEDE represented to the straw buyers that they intended to purchase the houses themselves for investment purposes but were not permitted to do so for various reasons. The straw buyers were variously told they would act as "silent partners" on the investment, or that ALMUSSA and KEBEDE were "renting" the straw buyer's name and/or credit for the transaction. The straw buyers were further told that they did not need to reside in the home, and that ALMUSSA and KEBEDE would pay the mortgage payments for them. Representative examples include the following:

a. Sometime in or around November 2003, KEBEDE recruited K.K. to purchase the property located at 4398 Somerset Boulevard SE, Bellevue, Washington, from KEBEDE for $580,000, an increase of $100,000 over the legitimate purchase price. K.K. was paid approximately $8,500 for his role in the transaction.

b. Sometime in or around November of 2003, KEBEDE and ALMUSSA recruited C.E. to purchase the property located at 15800 71st ~~Street~~ Ave. NE in Kenmore, Washington, for $483,000, an increase of $100,000 over the legitimate purchase price. C.E. was paid $5,000 for her role in the transaction.

6. It was part of the conspiracy that ALMUSSA and KEBEDE would cause, aid and abet the straw purchasers to apply for mortgage loans, using materially false information, on the "flipped" sale transactions at the inflated sales price.

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7. As part of the conspiracy and fraud, ALMUSSA and KEBEDE caused the straw buyers to provide materially false information to secure the mortgage loans. Those misrepresentations typically included, but were not limited to: inflated income levels; false certifications that the straw buyers intended to occupy the home as their primary residence; in some instances, completely fictitious employment information; and, in some instances, false statements inflating the straw buyer's other assets and net worth. Representative examples include the following:

a. On or about November 24, 2003, Defendants knowingly and intentionally caused K.K. to make the following material misrepresentations to Finance LLC, to obtain a loan to finance the purchase of 4398 Somerset Boulevard SE, Bellevue, Washington, at the inflated purchase price of $580,000:

i. K.K. falsely represented that he made $14,000 a month from a business he owned named "Kings Custom Woodworks." K.K. made this misrepresentation on a Uniform Residential Loan Application prepared and signed by ALMUSSA, dated on or before November 24, 2003. ALMUSSA further caused K.K. to write a letter dated November 17, 2003 "To whom it may concern" certifying that his company "Kings Custom Wordworks" was a successful and growing business. In reality, as ALUSSA well knew, that company was all but defunct, and K.K.'s monthly income was only $1,600 - $1,800 a month from a different employer.

ii. ALMUSSA also caused K.K. to sign an Occupancy Agreement dated November 24, 2003, certifying that K.K. intended to live at 4398 Somerset Boulevard SE, Bellevue, Washington, as his primary residence. In reality, as ALMUSSA well knew, K.K. did not intend to live at that property. In fact, KEBEDE currently resides at this residence.

b. On or about February 4, 2004, Defendants caused C.E. to make the following material misrepresentations to New Century Mortgage Corporation for purposes of obtaining a loan to finance the purchase of 15800 71st Ave. NE, Kenmore, Washington, at the inflated purchase price of $483,000:

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i. C.E. repeatedly and falsely stated that her monthly gross income was $13,400, when in fact it was less than $5,000 a month. Those misstatements were made on the Uniform Residential Loan Application and on other documents. On February 3, 2004, at ALMUSSA's direction, C.E. wrote a letter "To Whom it may concern" reaffirming her income was sufficient to pay the mortgage on the Subject Property. In fact, C.E. income was not sufficient to pay the mortgage, and she had no intention of doing so. Instead, ALMUSSA told her that he would take care of the mortgage payments.

ii. Also at ALMUSSA's direction and instruction, C.E. falsely certified on several occasions, in writing, that she intended to live in the Subject Property as her primary residence, including in an "Occupancy Affidavit and Financial Status" form signed by C.E. and notarized. C.E. never intended to reside at the Subject Property, as KEBEDE and ALMUSSA well knew.

8. It was part of the conspiracy that Defendants would ultimately obtain a mortgage loan for the inflated price, based on the above-referenced material misrepresentations. The loan would then be used to purchase the property from the original legitimate seller for the original lower price. The excess loan funds would be used to pay the closing costs and the straw buyer, with the excess funds then remitted to Defendants for their own use. Representative examples include the following:

a. Finance America, LLC, ultimately agreed to make a first and second mortgage loan on 4398 Sommerset Blvd SE in Bellevue, Washington; one loan for $466,828.75, and a second loan for $115,826.70, for a total loan amount of $582,655.45. The loan was placed by a mortgage brokerage that employed ALMUSSA, and he was the account executive on the transaction.

i. The purchase of the property by KEBEDE from W.K., and the "flip" sale from KEBEDE to K.K. closed on the same day, on or about November 26, 2003, at the same escrow office, the law offices of Stephen K. Araki.

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ii. Out of the total loan amount, approximately $480,000 was paid to W.K.

iii. KEBEDE received approximately $87,314.22, less closing costs, constituting Defendants' profit on the transaction.

b. New Century Mortgage Corporation agreed to make a first and second mortgage loan on the 15800 71st Ave. NE, Kenmore, Washington transaction; one loan for $388,425.14; and a second mortgage for $95,912, for a total loan amount of $484,337.14. The loan was placed by a mortgage brokerage that employed ALMUSSA, and he was the account executive on the transaction.

i. The purchase of the property by ALMUSSA's company "E C & Associates" from S.M. and O.M., and the "flip" sale from E C & Associates to C.E. closed on the same day, on or about February 5, 2004; and at the same escrow office, the law offices of Stephen K. Araki.

ii. Out of the total loan amount, approximately $383,074.09 was paid to the S.M. and O.M. for the originally agreed-upon purchase price.

iii. E.C. & Associates, received approximately $89,209.72, less closing costs, constituting Defendants' profit on the transaction.

D. <u>Overt Acts of the Conspiracy</u>.

9. In furtherance of the conspiracy, and to accomplish one or more of its objects, the following overt acts were committed by one or more of the conspirators within the Western District of Washington:

a. On or about November 26, 2003, in connection with the "flip" of 4398 Somerset Blvd. SE, Bellevue, Washington, ALMUSSA and KEBEDE caused Finance America, LLC, to make two separate wire transfers, one in the approximate amount of $466,828.75, and the other in the approximate amount of $115,826.70. Both wires were sent via "Deutsche Bank Trust Company Americas" located in New York, New York, with the ultimate destination being the escrow company's bank, Columbia State Bank located in the Western District of Washington.

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b. On or about February 5, 2004, in connection with the "flip" of 15800 71st Ave. NE, Kenmore, Washington, ALMUSSA and KEBEDE, and each of them, caused New Century Mortgage Corporation to make two separate wire transfers, one in the approximate amount of $388,425.14; and a second in the approximate amount of $95,912. Both wires were sent via "Deutsche Bank Trust Company Americas" located in New York, New York, with the ultimate destination being the escrow company's bank, Columbia State Bank located in the Western District of Washington.

All in violation of Title 18, United States Code, Sections 1349 and 2.

COUNTS TWO - FIVE

(Wire Fraud)

A. Essence of The Scheme and Artifice to Defraud.

10. The essence of the scheme and artifice to defraud was for ALMUSSA to defraud mortgage companies and other financial institutions, by obtaining mortgage loans under false pretenses. ALMUSSA entered into contracts to purchase residential real property in Western Washington. While those transactions were pending, ALMUSSA would recruit "straw buyers" to pretend to purchase the same real estate from ALMUSSA for a vastly inflated price. ALMUSSA would then cause the straw buyer to apply for loans to finance the inflated purchase price, using materially false information to obtain the loans. The real purchase and the straw purchase would generally close within a short period of time - typically on the same day, at the same escrow office. The fraudulently obtained loan would then be used to pay the original seller, with the excess amounts going to ALMUSSA.

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B. The Scheme and Artifice to Defraud.

11. It was part of the scheme and artifice to defraud that ALMUSSA would enter into agreements to purchase real property in legitimate, arms-length transactions for market prices. The properties purchased are as follows:

Count	Date	Address	Seller	Purchase Price
Two	6/30/04	116 North 46th St., Seattle WA	M.M.	$340,000
Three	7/6/04	908 23rd Ave., Seattle, WA	D.N.	$154,500
Four	4/19/04	4447 S. Brandon St., Seattle	J.S.R.	$237,000
Five	10/18/04	11401 83rd PL NE, Kirkland	J.R.	$382,500

12. It was part of the scheme and artifice to defraud that while the transactions referenced in paragraph 11 were pending, ALMUSSA recruited straw buyers to purportedly repurchase each property, for inflated purchase prices - also known as "flipping" the property. In reality, the straw buyers had no intention of actually purchasing, owning or occupying the homes. Instead, the houses would continue to be owned and controlled by ALMUSSA. ALMUSSA generally represented to the straw buyers that he intended to purchase the houses himself for "investment reasons" but that he was not permitted to do so. The straw buyers were variously told they would act as "silent partners" on the investment, or that ALMUSSA was "renting" the straw buyers name and/or credit for the transaction. The straw buyers were further told that they did not need to reside in the home, and that ALMUSSA would pay the mortgage payments for them. Except for J.G., each straw buyer was paid a "fee" for their participation in the transaction of between $2,000 - $5,000 each. The initials of the straw buyer for each property, together with the inflated purchase price, is set forth below:

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Count	Address	Straw Buyer	Inflated Purchase Price
Two	116 North 46th St., Seattle WA	I.D.	$476,000
Three	908 23rd Ave., Seattle, WA	J.G.	$305,000
Four	4447 S. Brandon St., Seattle	R.S.	$367,000
Five	11401 83rd PL NE, Kirkland	R.S.	$565,000

13. It was part of the scheme and artifice to defraud that ALMUSSA would cause the straw buyers to apply for mortgage loans to finance the purchase of each property, for the inflated purchase price, using false and fictitious information; and would procure, aid, and abet the same. At all times relevant to this indictment, ALMUSSA was employed as a mortgage broker. In each instance, ALMUSSA would assist the straw buyer in completing the loan application and other information provided to the mortgage company and would direct them in providing false information on those documents. The straw buyer, the mortgage company, and the specific misrepresentations are as follows:

a. Count Two: ALMUSSA caused I.D. to make the following material misrepresentations to New Century Mortgage Corporation for purposes of obtaining a loan to finance the purchase of 116 North 46th St., Seattle, Washington, for the inflated price of $476,000:

i. I.D. falsely represented that she worked at the "Crossroads Agency" as an "Agent/Insurance," on a Uniform Residential Loan Application prepared by ALMUSSA on or about June 23, 2004. In reality, as ALMUSSA knew, I.D. did not work at the Crossroads Agency. Instead, she worked as a housekeeper.

ii. On that same Uniform Residential Loan Application, I.D. falsely represented that she made $10,418 a month in base employment income and monthly rental income. I.D. never told ALMUSSA she made over $10,000 a month. In reality, she made approximately $1,000 a month.

iii. ALMUSSA also caused I.D. to falsely certify that she would occupy 116 North 46th Street, Seattle, Washington as her primary residence, in a

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notarized document dated June 28, 2004. In reality, as ALMUSSA well knew, I.D. had no such intention, and in fact never lived in the property. S.P., P.M., and F.F., none of whom are related to I.D., currently reside at the property currently and pay ALMUSSA rent in cash.

b. Count Three: ALMUSSA caused J.G. to make the following material misrepresentations to New Century Mortgage Corporation for purposes of obtaining a loan to finance the purchase of 908 23rd Ave., Seattle, Washington, for the inflated price of $305,000:

i. J.G. falsely represented that he had a monthly income of $10,500, on a Uniform Residential Loan Application prepared by ALMUSSA on or before July 6, 2004. In reality, as ALMUSSA well knew, J.G. made approximately $3,500 - $4,000 a month.

ii. That same Uniform Residential Loan Application, prepared by ALMUSSA represented that J.G. owned $10,000 in stocks in July of 2004. This was untrue, and J.G. never told ALMUSSA that he owned any amount of stock.

iii. ALMUSSA also caused J.G. to falsely certify that he was going to occupy 908 23rd Avenue, Seattle, Washington, as his primary residence, in a notarized document dated July 6, 2004. In fact, as ALMUSSA well knew, J.G. did not intend to live at that property. For a period of time after closing, P.M. lived in this property and paid ALMUSSA rent in cash.

c. Count Four: ALMUSSA caused R.S. to make the following material misrepresentations to New Century Mortgage Corporation for purposes of obtaining a loan to finance the purchase of 4447 S. Brandon St., Seattle, Washington, for the inflated purchase price of $367,000:

i. R.S. falsely represented that she had a monthly income of $7,500 on a Uniform Residential Loan Application prepared at ALMUSSA's direction on or before April 16, 2004. R.S. was never asked about her income, and in reality, her actual monthly income was approximately $2,000.

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ii. On that same Uniform Residential Loan Application, R.S. falsely represented that she received rental income from other real estate she owned. ALMUSSA knew this was a false representation.

iii. ALMUSSA also caused R.S. to falsely certify that she was going to occupy the 4447 South Brandon St., Seattle, Washington property as her principal residence, when he knew this was not true.

d. Count Five: ALMUSSA caused R.S. to again make the following material misrepresentations to New Century Mortgage Corporation for purposes of obtaining a loan to finance the purchase of 11401 83rd PL NE, Kirkland, Washington, for the inflated purchase price of $565,000:

i. R.S. falsely represented that she had a monthly income of $13,000 on a Uniform Residential Loan Application prepared at ALMUSSA's direction on or before November 23, 2004. In reality, R.S.'s actual monthly income was far less, as ALMUSSA well knew.

ii. On that same Uniform Residential Loan Application, R.S. falsely represented that she received rental income from other real estate, including the South Brandon Street property referred to in Count Four. ALMUSSA knew this was a false representation.

iii. ALMUSSA also caused R.S. to falsely certify that she was going to occupy the 11401 83rd PL NE, Kirkland, Washington property as her principal residence, when he knew this was not true.

14. It was part scheme and artifice to defraud that ALMUSSA would in fact cause the straw buyers to obtain a first and second mortgage loan on each property, for the inflated price, based on the above-referenced material misrepresentations. As to Counts Two-Five, each loan was obtained from New Century Mortgage Corporation. The loan would then be used to purchase the property from the original legitimate seller for the original lower price. The excess loan funds would be used to pay the closing costs and the straw buyer, with the excess funds then remitted to ALMUSSA for his

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own use. The date the loans funded, the total loan amount, and excess proceeds remitted to ALMUSSA's company, E. C. & Associates, less payment of closing costs and other expenses are set forth below:

Count	Date	Total Loan Amount	Excess $ to ALMUSSA
Two	7/1/2004	$481,747.32	$112,039.68
Three	7/6/2004	$355,957.93	$133,746.61
Four	4/19/2004	$370,821.48	$110,144.15
Five	11/24/2004	$576,321.07	$154,300.54

C. Execution of the Scheme and Artifice.

15. On each of the dates listed in Paragraph 14, *infra*, at Bellevue, within the Western District of Washington, for the purpose of executing and attempting to execute this scheme and artifice to defraud, ALMUSSA did knowingly cause New Century Mortgage Corporation to transmit the loan funds specified as to each Count in that paragraph, in interstate commerce by means of a wire, via "Deutsche Bank Trust Company Americas" located in New York, New York, with the ultimate destination being the escrow company's bank, Columbia State Bank located in the Western District of Washington.

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

COUNT SIX

(Wire Fraud)

A. The Essence of the Scheme and Artifice to Defraud.

16. The essence of the scheme and artifice to defraud was for AKRAM ALMUSSA and JOSHUA KEBEDE to acquire real property and to defraud mortgage companies and other financial institutions, by obtaining mortgage loans under false pretenses. ALMUSSA and KEBEDE would recruit "straw buyers" to purchase real property on their behalf; and to apply for mortgage loans using false and fictitious information to finance the purchases.

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17. The straw buyers had no intention of actually purchasing, owning, or occupying the homes. Instead, the houses would continue to be owned and controlled by ALMUSSA and KEBEDE. ALMUSSA and KEBEDE represented to the straw buyers that they intended to purchase the houses themselves for "investment reasons" but were not permitted to do so for various reasons. The straw buyers were variously told they would act as "silent partners" on the investment, or that ALMUSSA and KEBEDE were "renting" the straw buyers name and/or credit for the transaction. The straw buyers were further told that they did not need to reside in the home, and that ALMUSSA and KEBEDE would pay the mortgage payments for them.

B. <u>The Scheme and Artifice to Defraud</u>.

18. On or about December 4, 2003, KEBEDE, acting through his wholly owned and controlled company "Samuel & Associates Investment Group LLC" entered into a Real Estate Purchase and Sale Agreement with Wicker2 LLC to purchase a home located at 4024 236th Ave. NE, Redmond, Washington for $436,000.

19. Sometime between December 4, 2003 and February 18, 2004, KEBEDE and ALMUSSA recruited N.L. to act as a straw buyer for 4024 236th Ave. NE, Redmond, Washington. N.L. was paid $2,000 for her role in the transaction. KEBEDE assigned his company's right to purchase the property to N.L. on or about February 18, 2004.

20. N.L. applied for a mortgage loan from New Century Mortgage Corporation at the direction of KEBEDE and ALMUSSA to finance the purchase of 4024 236th Ave. NE, Redmond, Washington. KEBEDE and ALMUSSA caused N.L. to make the following material misrepresentations on a Uniform Residential Loan Application prepared by ALMUSSA on or about February 17, 2004. N.L. neither prepared nor reviewed the Uniform Residential Loan Application, and merely signed where ALMUSSA directed her to do so:

a. That N.L. worked for "Sterling Investments" as a "financial advisor" and had done so for the past four years. In reality, N.L. works as a nurse's

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aide in Port Townsend, Washington, has never heard of Sterling Investments, and never told ALMUSSA or KEBEDE that she worked for that company.

b. That N.L. made a monthly income of $12,500. In reality, N.L. made less than $2,000 per month during this time period. N.L. never told ALMUSSA or KEBEDE that she made $12,500 a month.

c. That N.L. owned a BMW automobile worth $15,000. N.L. has never owned such a vehicle, and never told ALMUSSA or KEBEDE that she did.

d. That N.L. owned "art and silver" worth $60,000, "jewelry" worth $40,000, and "musical instruments" worth $35,000. None of these facts are true, and N.L. never told ALMUSSA or KEBEDE that she owned any of these items.

21. ALMUSSA and KEBEDE further caused N.L. to falsely certify that she planned to occupy 4024 236th Ave. NE, Redmond, Washington, in a written document signed and notarized on or about February 18, 2004.

22. Based on the foregoing misrepresentations, New Century Mortgage Corporation agreed to loan N.L. money for the purchase price for 4024 236th Ave. NE, Redmond, Washington, via a first and second mortgage. The first loan was for $354,531.94; and the second loan was for $87,027.73.

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C. **Execution of the Scheme and Artifice.**

24. On or about February 23, 2004, at Bellevue, within the Western District of Washington, for the purpose of executing and attempting to execute this scheme and artifice to defraud, ALMUSSA and KEBEDE did knowingly cause New Century Mortgage Corporation to transmit in interstate commerce by means of a wire, $354,531.94 and $87,027.73 in loan funds, via "Deutsche Bank Trust Company Americas" located in New York, New York, with the ultimate destination being the escrow company's bank, Columbia State Bank located in the Western District of Washington.

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

A TRUE BILL:

DATED: 20 OCTOBER 2005

Signature Redacted per Policy of Judicial Conference

FOREPERSON

JOHN McKAY
United States Attorney

ANNETTE L. HAYES
Assistant United States Attorney

VINCENT T. LOMBARDI
Assistant United States Attorney

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