

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

UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

RAYMOND W. ZWEGO, JR., )  
[DOB: XX/XX/1948] )

PHILIP F. CARDARELLA, )  
[DOB: XX/XX/1947] )

KATHERYN J. SHIELDS, )  
[DOB: XX/XX/1946] )

LARRY E. BARSHAW, )  
[DOB: XX/XX/1950] )

LINDA M. THOMPSON-BARSHAW, )  
[DOB: XX/XX/1949] )

MONTY J. KINMAN, )  
[DOB: XX/XX/1981] )

RICK A. PETERSON, )  
[XX/XX/1974] )

JEREMY A. PLAGMAN, )  
[DOB: XX/XX/1977] )

MICHAEL RODD, )  
[DOB: XX/XX/1954] )

JAMES E. COLEMAN, )  
[DOB: XX/XX/1948] )

and )

JAMES R. RHOADES, )  
[DOB: XX/XX/1954] )

Defendants. )

No. \_\_\_\_\_

COUNT ONE:

[ALL DEFENDANTS]

18 U.S.C. § 371

NMT: 5 Years Imprisonment

NMT: \$250,000 Fine

NMT: 3 years Supervised Release

Class D Felony

COUNTS TWO THROUGH TWELVE:

COUNT TWO: ZWEGO, KINMAN, RODD, & RHOADES

COUNT THREE: ZWEGO, KINMAN, & COLEMAN

COUNT FOUR: ZWEGO, KINMAN, & RHOADES

COUNT FIVE: ZWEGO & KINMAN

COUNT SIX: ZWEGO, KINMAN, & PLAGMAN

COUNT SEVEN: ZWEGO, KINMAN, & COLEMAN

COUNT EIGHT: ZWEGO, KINMAN, & RHOADES

COUNT NINE: ZWEGO, KINMAN, & RHOADES

COUNT TEN: ZWEGO, KINMAN, PETERSON, & RHOADES

COUNT ELEVEN: ZWEGO, KINMAN, & COLEMAN

COUNT TWELVE: ALL DEFENDANTS

18 U.S.C. §§ 1343 and 2

NMT: 20 Years Imprisonment

NMT: \$250,000 Fine

NMT: 5 Years Supervised Release

Class B Felony

\$100 Special Assessment On Each Count.

Restitution May Be Ordered.

INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE

Introduction

1. At all times material herein:

a. Defendant RAYMOND WALTER ZWEGO, JR., hereafter ZWEGO, was doing business as North Mission Investments, LLC, through which he engaged in real estate investments; he was also doing business as Xpress Car Sales, Xpress Car Rental, Cobalt Blue, LLC, and Indigo Blue, LLC, all in North Kansas City, Missouri.

b. Defendant PHILIP F. CARDARELLA, hereafter CARDARELLA, was self-employed in the practice of law in Kansas City, Missouri. He was married to defendant Katheryn J. Shields and with her owned the residence at 5034 Sunset Drive, Kansas City, Missouri.

c. Defendant KATHERYN J. SHIELDS, hereafter SHIELDS, was the Jackson County (Missouri) Executive and an attorney. She was married to defendant Philip F. Cardarella and with him owned the residence at 5034 Sunset Drive, Kansas City, Missouri.

d. Defendant LARRY E. BARSHAW, hereafter BARSHAW, was employed by Colormarc, Inc., Kansas City, Kansas, in the remodeling business. He was married to defendant Linda M. Thompson-Barshaw.

e. Defendant LINDA M. THOMPSON-BARSHAW, hereafter THOMPSON-BARSHAW, was the owner of Colormarc, Inc., Kansas City, Kansas, which was in the remodeling business. She was married to defendant Larry E. Barshaw.

f. Defendant MONTY J. KINMAN, hereafter KINMAN, was the regional manager and a loan officer at Soldi Financial, Overland Park, Kansas.

g. Defendant RICK A. PETERSON, hereafter PETERSON, was a closing agent at Freedom Title, LLC, Kansas City, Missouri.

h. Defendant JEREMY A. PLAGMAN, hereafter PLAGMAN, was an appraiser, doing business as JET Appraisals, Lee's Summit, Missouri.

i. Defendant MICHAEL RODD, hereafter RODD, was a real estate agent doing business as Heartland of America, Inc., Olathe, Kansas.

j. Defendant JAMES E. COLEMAN, hereafter COLEMAN, was self-employed as a certified public accountant.

k. Defendant JAMES R. RHOADES, hereafter RHOADES, was employed at Xpress Car Sales, North Kansas City, Missouri.

l. Soldi Financial, LLC, hereafter Soldi Financial, was engaged in the business of brokering mortgage loans to mortgage lenders, including Fieldstone Mortgage Corporation. It had its offices in Overland Park, Kansas.

m. Freedom Title Company, hereafter Freedom Title, was engaged in the business of title insurance, real estate escrow, and closings. It had an office in Kansas City, Missouri, among other locations.

n. 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.

#### The Conspiracy and Its Object

2. Beginning in or about early September 2006, the exact date being unknown to the grand jury, and continuing through on or about November 17, 2006, at Kansas City, in the Western District of Missouri, and elsewhere, defendants RAYMOND W. ZWEGO, JR., PHILIP F. CARDARELLA, KATHERYN J. SHIELDS, LARRY E. BARSHAW, LINDA M. THOMPSON-BARSHAW, MONTY J. KINMAN, RICK A. PETERSON, JEREMY A. PLAGMAN, MICHAEL RODD, JAMES E. COLEMAN, and JAMES R. RHOADES, 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 Fieldstone Mortgage Corporation and other mortgage lenders, and from Freedom Title Company, 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, 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 a residence at an inflated price, and by obtaining 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. Identified and selected the property at 5034 Sunset Drive, Kansas City, Missouri, for purchase at an inflated price in order to obtain loan proceeds in excess of the actual sale price;
  - b. Agreed to sell the property at 5034 Sunset Drive, Kansas City, Missouri, falsely representing to the mortgage lender that the stated sale price was greater than the actual sale price;
  - c. Agreed to purchase and obtain loans to purchase the property at 5034 Sunset Drive, Kansas City, Missouri, in excess of its listed sale price by material false and fraudulent representations and promises, and omissions of facts;

d. Prepared and caused to be prepared false and fraudulent loan applications and supporting documentation for submission to Fieldstone Mortgage, making material false and fraudulent representations and omissions of fact therein;

e. Submitted and caused to be submitted the false and fraudulent loan applications and supporting documentation to Fieldstone Mortgage;

f. Obtained and submitted to Fieldstone Mortgage inflated appraisals for the property at 5034 Sunset Drive, Kansas City, Missouri;

g. Prepared and submitted false documentation to Fieldstone Mortgage for the difference between the actual sales price and the inflated price;

h. Caused Fieldstone Mortgage to conditionally approve the said loan applications in reliance on the material false and fraudulent representations and omissions of fact;

i. Prepared and submitted to Fieldstone Mortgage false documentation for closing on the loans; and

j. Attempted to obtain personal financial and other benefit as a result of the scheme.

#### Manner and Means

5. It was part of the conspiracy that, beginning in or about early September 2006, the exact date being unknown to the grand jury, and continuing through on or about November 17, 2006, defendants ZWEGO and RODD, and others known and unknown to the grand jury, identified and selected the residence at 5034 Sunset Drive, Kansas City, Missouri, for defendants BARSHAW and THOMPSON-BARSHAW to purchase at an inflated price, in order to obtain loan proceeds in excess of the actual sale price.

6. It was further part of the conspiracy that defendants CARDARELLA and SHIELDS agreed to sell their property at 5034 Sunset Drive, Kansas City, Missouri, which had been on the

market for sale since March 2005, at an inflated price and to falsely represent to the mortgage lender that the stated sale price was significantly greater than the actual sale price. They purchased the property in August 1999 for \$475,000 and listed it for sale in March 2005 for \$869,000; by September 2006 they had reduced the price to \$699,950.

7. It was further part of the conspiracy that defendants BARSHAW and THOMPSON-BARSHAW agreed in return for a sum of money, to purchase and obtain loans to purchase the property in excess of its listed sale price by material false and fraudulent representations and omissions of facts. They were not to live in the property, nor would they have any financial or other obligation for the property.

8. It was further part of the conspiracy that defendants ZWEGO, BARSHAW, THOMPSON-BARSHAW, KINMAN, PLAGMAN, RODD, COLEMAN, and RHOADES prepared and caused to be prepared material false, fraudulent and misleading loan applications and documents in support of the loan applications, which were submitted to mortgage lender Fieldstone Mortgage to induce it to approve the applications and lend funds to defendants BARSHAW and THOMPSON-BARSHAW for the purchase of 5034 Sunset Drive, Kansas City, Missouri.

9. It was further part of the conspiracy that defendants ZWEGO, BARSHAW, THOMPSON-BARSHAW, KINMAN, PLAGMAN, RODD, COLEMAN, and RHOADES submitted and caused to be submitted to Fieldstone Mortgage the false and fraudulent loan applications and documents in support of the loan applications.

10. It was further part of the conspiracy that the defendants obtained and caused to be obtained, for submission to Fieldstone Mortgage, inflated appraisals for the property.

11. It was further part of the conspiracy that defendants prepared and submitted, and caused to be prepared and submitted, to Freedom Title and Fieldstone Mortgage false and fraudulent documentation for the difference between the actual sales price and the inflated price.

12. It was further part of the conspiracy that the defendants caused Fieldstone Mortgage to conditionally 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 documents.

13. It was further part of the conspiracy that the defendants prepared and submitted, and caused to be prepared and submitted, to Freedom Title and Fieldstone Mortgage false and fraudulent documentation for the purchase and sale of the property, and closing on the loans.

14. It was further part of the conspiracy that the defendants attempted to obtain financial and other benefit as a result of the scheme, but were unsuccessful due to discovery of the scheme by the Federal Bureau of Investigation and disclosure of the scheme by the Federal Bureau of Investigation to Fieldstone Mortgage.

#### Overt Acts

15. 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 Kansas City, in the Western District of Missouri, and elsewhere:

a. In or before mid September 2006, defendants ZWEGO, RODD, BARSHAW, THOMPSON-BARSHAW, KINMAN, and others agreed that RODD and another would identify properties from which, if purchased, they could obtain loan proceeds in excess of the actual purchase price.

b. In or about mid September 2006, defendant RODD identified, and defendants ZWEGO, BARSHAW, THOMPSON-BARSHAW, and KINMAN caused to be identified, the property at 5034 Sunset Drive, Kansas City, Missouri, which, if purchased, could yield loan proceeds in excess of the actual purchase price.

c. On or about September 19 and 20, 2006, defendants CARDARELLA, SHIELDS, and RODD signed a Seller's Permission to Show and Commission Contract authorizing RODD to show the property at 5034 Sunset Drive, Kansas City, Missouri, listed for sale at the price of \$707,000, for a sales commission of 6%. Defendants CARDARELLA and SHIELDS purchased the property in August 1999 for \$475,000 and listed it for sale in March 2005 for \$869,000; by September 2006 they had reduced the price to \$699,950.

d. On or about September 26, 2006, defendants ZWEGO and RHOADES prepared and signed, and caused to be prepared and signed, a Residential Real Estate Sale Contract for 5034 Sunset Drive, Kansas City, Missouri, for the sale of the property at 5034 Sunset Drive, Kansas City, Missouri, by defendants CARDARELLA and SHIELDS to defendants BARSHAW and THOMPSON-BARSHAW for the purchase price of \$1,473,000.

e. On or about September 26, 2006, defendants ZWEGO and RHOADES sent and caused to be sent by facsimile transmission from North Mission Investments in North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, for submission to Fieldstone Mortgage, a false and fraudulent Residential Real Estate Sale Contract for 5034 Sunset Drive, Kansas City, Missouri, for the purchase price of \$1,473,000.

f. On or about September 28, 2006, defendants CARDARELLA and SHIELDS entered into an Exclusive Right to Sell Contract with a local real estate broker relating to the property at 5034 Sunset Drive, Kansas City, Missouri, for the sale price of \$699,950; defendants reserved the right to sell the property outside the contract to, among others, Larry Barshaw or North Mission Investments, Mike Rodd, agent.

g. In or about early to mid October 2006, defendants BARSHAW and THOMPSON-BARSHAW agreed to purchase and obtain a loan to purchase 5034 Sunset Drive, Kansas City, Missouri; in exchange for obtaining the loans, defendants BARSHAW and

THOMPSON-BARSHAW were to receive payment and were promised that they would have no financial or other obligations in regard to the property.

h. On or about October 9, 2006, defendant ZWEGO signed and caused to be sent to Soldi Financial in Overland Park, Kansas, for submission to Fieldstone Mortgage, a false verification of deposit, verifying that defendant BARSHAW and THOMPSON-BARSHAW had a \$216,000 savings account balance at North Mission Investments.

i. On or before October 11, 2006, defendant KINMAN advised Fieldstone Mortgage that he had clients, defendant BARSHAW and THOMPSON-BARSHAW, who wanted to purchase the property at 5034 Sunset Drive, Kansas City, Missouri; that they would occupy the property as their primary residence; that the sellers had previously tried to sell the property at a discounted price to a particular buyer, which was the reason why the property had been listed with the Multiple Listing Service for less than the proposed sale price to BARSHAW and THOMPSON-BARSHAW, but that the sale at the discounted price did not go through and the sellers now wanted to sell the property at its true value.

j. On or about October 13, 2006, defendant COLEMAN sent by facsimile transmission from Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, a letter falsely and fraudulently stating that defendant BARSHAW requested COLEMAN prepare the letter, and that defendant BARSHAW was the owner and operator of Color Marc, Inc., for more than two years.

k. On or about October 17, 2006, defendant ZWEGO wrote a check in the amount of \$1,200, drawn on the account of Xpress Car Sales at Blue Ridge Bank and Trust Co., payable to another appraiser for an inflated appraisal of 5034 Sunset Drive, Kansas City, Missouri.

l. On or about October 19, 2006, defendant KINMAN prepared and defendants BARSHAW and THOMPSON-BARSHAW signed loan applications for \$1,000,000 for a first mortgage and \$400,000 for a second mortgage in connection with their proposed purchase of 5034 Sunset Drive, Kansas City, Missouri. In the loan applications and supporting documentation, defendants BARSHAW and THOMPSON-BARSHAW knowingly provided false information, and defendant KINMAN caused to be provided false information, including false asset and liability information, including false income and rental income information; the false representation that they would occupy the property as their primary residence; and false representation of the number of properties they owned. Defendants BARSHAW and THOMPSON-BARSHAW falsely certified the information was true and correct.

m. On or about October 19, 2006, defendants BARSHAW and THOMPSON-BARSHAW signed a Borrower's Certification and Authorization, certifying that they had applied for a mortgage loan from Soldi Financial; that all the information was true and complete; that they had made no misrepresentations in the loan application and other documents, nor did they omit any pertinent information; and that they fully understood that it is a Federal crime to knowingly make any false statements when applying for the mortgage.

n. On or about October 23, 2006, defendants ZWEGO, KINMAN, BARSHAW, THOMPSON-BARSHAW, COLEMAN, and RHOADES sent and caused to be sent from Soldi Financial in Kansas to Fieldstone Mortgage in Kansas an unsigned false and fraudulent loan application by defendants-borrowers BARSHAW and THOMPSON-BARSHAW, together with supporting documentation, which falsely represented borrowers' income, assets, and liabilities, and that borrowers would occupy the property as their primary residence.

o. On or about October 24, 2006, defendants ZWEGO, KINMAN, BARSHAW, THOMPSON-BARSHAW, COLEMAN, and RHOADES caused Fieldstone Mortgage to give

tentative approval for two loans for the purchase of 5034 Sunset Drive, Kansas City, Missouri, along with conditions for funding the loans.

p. On or about October 24, 2006, defendants ZWEGO and RHOADES sent and caused to be sent by facsimile transmission from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, a listing of property sales for use in the preparation of an inflated appraisal.

q. On or about October 26, 2006, defendants ZWEGO, RODD, and CARDARELLA met at the law offices of defendant CARDARELLA in Kansas City, Missouri, to discuss the proposed sale of 5034 Sunset Drive, Kansas City, Missouri, including that the sale price shown on the documents submitted to the lender would be much higher than CARDARELLA's asking price of \$707,000 and that CARDARELLA and his wife would receive their asking price of \$707,000 but that the difference between the asking price and the borrower loan amount would go to ZWEGO. CARDARELLA indicated he understood, that he wanted the \$707,000 and hoped ZWEGO made tens of millions of dollars from the transaction, and that he understood there would be an invoice falsely reflecting that ZWEGO or his company was entitled to loan proceeds. ZWEGO was concerned that CARDARELLA and his wife understand the transaction so there would be no problem at closing. CARDARELLA indicated it was not necessary for ZWEGO to explain the transaction to CARDARELLA's wife, that he would take care of it.

r. On or about October 27, 2006, in response to a request by Soldi Financial to appraise the property at 5034 Sunset Drive, Kansas City, Missouri, defendant PLAGMAN agreed to provide an inflated appraisal. Defendant PLAGMAN refused to provide an appraised value of \$1,400,000 but said he could provide an appraisal of \$1,200,000 although in his opinion the property was worth significantly less.

s. On or about October 30, 2006, defendants ZWEGO and RHOADES prepared and caused to be prepared a Residential Real Estate Sale Contract for the sale of the property at 5034 Sunset Drive, Kansas City, Missouri, for the price of \$1,200,000.

t. On or about October 30, 2006, defendant KINMAN caused to be sent by facsimile from Soldi Financial in Kansas to defendant PLAGMAN in Lee's Summit, Missouri, the Residential Real Estate Sale Contract for the sale of the property at 5034 Sunset Drive, Kansas City, Missouri, for the price of \$1,200,000.

u. On or about October 31, 2006, defendant PLAGMAN sent by electronic mail from Lee's Summit, Missouri, to Soldi Financial in Overland Park, Kansas, an inflated appraisal for the property at 5034 Sunset Drive, Kansas City, Missouri, in the amount of \$1,200,000.

v. On or about November 1, 2006, defendant COLEMAN sent by facsimile transmission from Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, a letter falsely and fraudulently stating that defendant BARSHAW requested he prepare the letter, that he had prepared defendant BARSHAW's personal tax return Form 1040 and Schedule C for the years 2004 and 2005, and that defendant BARSHAW was the owner and operator of Color Marc, Inc., for more than two years.

w. On or about November 3, 2006, defendants ZWEGO and RHOADES sent and caused to be sent by facsimile transmission from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, two false Residential Leases which falsely and fraudulently represented that the properties were leased by defendant BARSHAW for \$6,000 and \$1,000 per month.

x. On or about November 6, 2006, defendants ZWEGO and RHOADES sent and caused to be sent by facsimile transmission from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, a false Residential Lease which falsely and fraudulently represented that the property was leased by defendant BARSHAW for \$3,000 per month.

y. On or about November 8, 2006, defendant KINMAN caused to be sent by facsimile transmission from Soldi Financial in Overland Park, Kansas, to defendant PETERSON at Freedom Title in Kansas City, Missouri, a false and fraudulent Residential Real Estate Sale Contract for 5034 Sunset Drive, Kansas City, Missouri, for the purchase price of \$1,200,000.

z. On or about November 14, 2006, defendant COLEMAN sent by facsimile transmission from Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, a letter falsely and fraudulently stating that defendant THOMPSON-BARSHAW requested he prepare the letter, that he had prepared defendant THOMPSON-BARSHAW's personal tax return Form 1040 and Schedule C for the years 2004 and 2005, and that defendant THOMPSON-BARSHAW was the owner and operator of Color Marc, Inc., for more than two years.

aa. On or about November 14, 2006, defendant RODD sent by facsimile transmission to defendant PETERSON at Freedom Title a request for a commission of 6% on the sale price of \$707,000 for a total of \$42,420.

bb. On or about November 16, 2006, defendant ZWEGO caused to be sent by facsimile transmission to Freedom Title a false and fraudulent invoice dated November 9, 2006, from North Mission Investments for a management fee in the amount of \$414,580 for the sale of 5034 Sunset Drive, Kansas City, Missouri, which reflected it was billed to defendant CARDARELLA.

cc. On or about November 16, 2006, defendant PETERSON prepared a draft of a false and fraudulent Settlement Statement for the sale and purchase of the property at 5034 Sunset Drive, Kansas City, Missouri, which falsely and fraudulently reflected a sales price of \$1,200,000 and a management fee of \$414,580.

dd. On or about November 16, 2006, defendant PETERSON sent by facsimile transmission to defendant CARDARELLA at the residence of defendants CARDARELLA and SHIELDS a false and fraudulent Settlement Statement for the sale and purchase of the property

at 5034 Sunset Drive, Kansas City, Missouri, the cover sheet of which stated it was for approval and provided a cellular telephone number for contact.

ee. On or about November 16, 2006, defendant PETERSON sent by facsimile transmission from Freedom Title to defendant ZWEGO the false and fraudulent Settlement Statement, the cover sheet of which stated that funds from the buyers must be certified funds from the buyers.

ff. On or about November 16, 2006, defendant PETERSON met defendants BARSHAW and THOMPSON-BARSHAW at their home, where he presented to them the final documents to close on the loans for the purchase of 5034 Sunset Drive, Kansas City, Missouri. Defendants BARSHAW and THOMPSON-BARSHAW signed, and defendant PETERSON caused to be signed, false and fraudulent documents for the closing of the first and second loans for the purchase and sale of 5034 Sunset Drive, Kansas City, Missouri, including for each loan a false and fraudulent loan application, Occupancy Affidavit, Settlement Statement, and Certificate and Authorization.

gg. On or about November 17, 2006, defendant PETERSON sent by facsimile transmission from Freedom Title in Missouri to defendant RODD in Kansas the false and fraudulent Settlement Statement, reflecting the sale price of \$1,200,000; the facsimile cover sheet stated it was for approval.

hh. On or about November 17, 2006, after defendant ZWEGO agreed to repay the funds the same day, defendant BARSHAW purchased a cashier's check at UMB Bank in the amount of \$43,358.52.

ii. On or about November 17, 2006, closing occurred at Freedom Title, Kansas City, Missouri; present were defendants CARDARELLA, SHIELDS, and PETERSON. Defendant CARDARELLA arrived first, reviewed the documents, and made some changes. Defendant SHIELDS arrived second and reviewed the documents. Defendants CARDARELLA

and SHIELDS knowingly signed false and fraudulent documents relating to the sale and purchase of 5034 Sunset Drive, Kansas City, Missouri, that is, a Settlement Statement which falsely and fraudulently reflected a contract sales price of \$1,200,000, a management fee of \$414,580, and a certification that the Settlement Statement was a true and accurate statement of all receipts and disbursements made in the transaction; and an Assignment of Proceeds in which they falsely and fraudulently assigned to North Mission Investments (defendant ZWEGO'S company) a portion of the proceeds due them from the sale of the property, in the amount of \$414,580, to be applied to the management fee for the sale of the property, and directed that payment in that amount be made to North Mission Investments.

jj. On or about November 17, 2006, the defendants caused Freedom Title to send by facsimile transmission from Kansas City, Missouri, to Fieldstone Mortgage in Overland Park, Kansas, signed closing documents relating to the sale and purchase of 5034 Sunset Drive, Kansas City, Missouri, in an attempt to obtain funding of the loans.

kk. The grand jury incorporates by reference as additional overt acts the wire transmissions set forth in Counts Two through Twelve. The wire transmissions 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 TWELVE

1. The Grand Jury incorporates by reference paragraphs one through fourteen 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 transmitted and 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, signals, and pictures, as described below, for the purpose of executing such scheme:

COUNT	DEFENDANTS	DATE	TRANSMISSION
2	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, MICHAEL RODD, and JAMES R. RHOADES	09/26/06	Facsimile transmission sent and caused to be sent by defendants ZWEGO and RHOADES from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of a false and fraudulent Residential Real Estate Sale Contract for 5034 Sunset Drive, Kansas City, Missouri, for the purchase price of \$1,473,000.
3	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES E. COLEMAN	10/13/06	Facsimile transmission sent and caused to be sent by defendant COLEMAN from Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of a letter falsely and fraudulently stating that Larry Barshaw requested COLEMAN prepare the letter, and that Barshaw was the owner and operator of Color Marc, Inc., for more than two years.
4	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES R. RHOADES	10/24/06	Facsimile transmission sent and caused to be sent by defendants ZWEGO and RHOADES from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of a listing of property sales for use in the preparation of an inflated appraisal.
5	RAYMOND W. ZWEGO, JR., and MONTY J. KINMAN	10/30/06	Facsimile transmission caused to be sent by defendant KINMAN from Soldi Financial, Overland Park, Kansas, to defendant PLAGMAN in Lee's Summit, Missouri, of a false and fraudulent Residential Real Estate Sale Contract for the sale of the property at 5034 Sunset Drive, Kansas City, Missouri, for the sale price of \$1,200,000.
6	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JEREMY A. PLAGMAN	10/31/06	Electronic mail sent by defendant PLAGMAN from Lee's Summit, Missouri, to Soldi Financial in Overland Park, Kansas, of an inflated appraisal for the property at 5034 Sunset Drive, Kansas City, Missouri, in the amount of \$1,200,000.

COUNT	DEFENDANTS	DATE	TRANSMISSION
7	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES E. COLEMAN	11/01/06	Facsimile transmission sent and caused to be sent by defendant COLEMAN from Kansas City, Missouri, to Soldi Financial in Kansas, of a letter falsely and fraudulently stating that Larry Barshaw requested COLEMAN prepare the letter, and that he had prepared Barshaw's personal tax return Form 1040 and Schedule C for the years 2004 and 2005, and that Barshaw was the owner and operator of Color Marc, Inc., for more than two years.
8	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES R. RHOADES	11/03/06	Facsimile transmission sent and caused to be sent by defendants ZWEGO and RHOADES from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of two false Residential Leases which falsely and fraudulently represented that two properties were leased by Larry Barshaw for \$6,000 and \$1,000 per month.
9	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES R. RHOADES	11/06/06	Facsimile transmission sent and caused to be sent by defendants ZWEGO and RHOADES from North Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of a false Residential Lease which falsely and fraudulently represented that the property was leased by Larry Barshaw for \$3,000 per month.
10	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, RICK A. PETERSON, and JAMES R. RHOADES	11/08/06	Facsimile transmission caused to be sent by defendant KINMAN from Soldi Financial in Overland Park, Kansas, to defendant PETERSON at Freedom Title in Kansas City, Missouri, of a false and fraudulent Residential Real Estate Sale Contract for the sale of the property at 5034 Sunset Drive, Kansas City, Missouri, for the sale price of \$1,200,000.
11	RAYMOND W. ZWEGO, JR., MONTY J. KINMAN, and JAMES E. COLEMAN	11/14/06	Facsimile transmission sent and caused to be sent by defendant COLEMAN from Kansas City, Missouri, to Soldi Financial in Overland Park, Kansas, of a letter falsely and fraudulently stating that Linda Barshaw requested COLEMAN prepare the letter, and that he had prepared Linda Barshaw's personal tax return Form 1040 and Schedule C for the years 2004 and 2005, and that Linda Barshaw was the owner and operator of Color Marc, Inc., for more than two years.

COUNT	DEFENDANTS	DATE	TRANSMISSION
12	All defendants	11/17/06	Facsimile transmission caused to be sent by defendants from Freedom Title, Kansas City, Missouri to Fieldstone Mortgage in Overland Park, Kansas, of signed closing documents relating to the sale and purchase of 5034 Sunset Drive, Kansas City, Missouri, in an attempt to obtain funding of the loans.

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

A TRUE BILL.

/s/ Foreperson  
FOREPERSON OF THE GRAND JURY

/s/ Linda Parker Marshall  
Linda Parker Marshall #24954  
Assistant United States Attorney

Date: 1/4/2007  
Kansas City, Missouri