

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

v.

D-1 JAMES WIESE,
D-2 ILIR DOKAJ, a.k.a. Lee Dokaj,
D-3 TOM GJOKAJ, a.k.a. Toma Gjokaj,
Defendants.

(Case:5:09-cr-20414
Judge: O'Meara, John Corbett
MJ: Majzoub, Mona K
F Filed: 09-08-2009 At 12:43 PM
INDI USA V JAMES WIESE, ET AL (LG)

VIOLATIONS:
18 U.S.C. § 371: CONSPIRACY
18 U.S.C. § 1344: BANK FRAUD
18 U.S.C. § 1343: WIRE FRAUD
18 U.S.C. § 1957: MONEY LAUNDERING
18 U.S.C. § 2: AIDING AND ABETTING
FORFEITURE ALLEGATIONS

INDICTMENT

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

At all times pertinent to this indictment:

1. **Indymac Bank, First National Bank of Arizona, Bank of America, LaSalle Bank, Citizens Bank, Fifth Third Bank, Colonial BancGroup, Bank of New York, Comerica Bank, Deutsche Bank, Republic Bank and J.P. Morgan Chase Bank** are all financial institutions as defined in Title 18, United States Code, Section 20, whose deposits were then federally insured.

2. **JAMES WIESE (D-1)** is the resident agent of **Great Lakes Custom Builder, LLC (GLCB)** and **Great Lakes Roofing, Inc. (GLR)**, which are both registered legal entities in the State of Michigan. GLCB is primarily involved in residential real estate development in Michigan, particularly in Birmingham, Michigan.
3. In 2004 and 2005, **JAMES WIESE (D-1)** purchased at least twelve properties in Birmingham and built new houses on the sites. **WIESE** offered the homes for sale in 2007 for a total of **\$8,313,000**.
4. Mirijana Dokaj is the wife of **ILIR DOKAJ (D-2)**, and the resident agent of Metro Finish LLC, which is a registered legal entity in the State of Michigan. Metro Finish is a company that purports to provide painting and wall covering services. **ILIR DOKAJ (D-2)**, also known as Lee Dokaj, is a signatory on the Metro Finish Account LLC, with check writing authority. **ILIR DOKAJ (D-2)** has contracted to perform painting services on many of the houses built by **JAMES WIESE (D-1)**.
5. **TOM GJOKAJ (D-3)**, also known as Toma Gjokaj, is the resident agent and owner of Sunshine Painting, Inc., which is a registered legal entity in the State of Michigan. Sunshine Painting provides general painting services. **TOM GJOKAJ (D-3)** has also performed painting services on houses built by **JAMES WIESE (D-1)**. From September 2006 through March 2007, **TOM GJOKAJ (D-3)** received \$362 per week in unemployment benefits from the Michigan Unemployment Insurance Agency.
6. **ILIR DOKAJ (D-2)** is the nephew of **TOM GJOKAJ (D-3)**.
7. Taylor, Bean & Whitaker Mortgage Corporation, American Brokers Conduit and Accredited Home Lenders are all private wholesale mortgage lenders. They function to initiate

mortgage loans, fund them, and then they often sell the loans or package them as securities. Each of those companies maintains accounts at federally insured financial institutions.

8. At least three criteria are critical and **material** to inform a lending bank's decision whether or not to grant a mortgage on a house.
 - a. First, the value of the **collateral**: is the **property worth more than the amount of the mortgage**, so that if the borrower defaults, the lender can sell the house and recoup the amount of the loan?
 - b. Second, the **capacity** of the borrower to repay the loan: taking into account all of the borrower's **existing obligations and liabilities**, does he have **sufficient income and / or assets on hand** to be able to pay back the principal with interest?
 - c. Third, the **credit-worthiness** of the borrower: does he have a **history of making timely payments** on other loans, or paying rent, or paying credit card debt?

Intentionally falsifying any one of these three considerations, or any other material considerations, when applying for a bank loan is an indicator of fraud.

9. A "**straw buyer**" is a person who is paid to act as the purchaser of one or more properties, usually at inflated prices. The straw buyer does not actually qualify for the loan obtained to purchase the property, and he has no intention of actually making the mortgage payments. The other participants in the fraud scheme are thus insulated from liability. The loans go into default, and the straw buyer's credit-worthiness is negatively affected and he may declare bankruptcy. The lending institution is left holding the uncollectible debt and the over-valued collateral.
10. All **dollar amounts** in this indictment are approximate.
11. All **dates** in this indictment are alleged to be "**on or about**" the specific date stated.

COUNT 1
(18 U.S.C. § 371: CONSPIRACY
TO COMMIT FEDERAL CRIMES)

D-1 JAMES WIESE

D-2 ILIR DOKAJ, a.k.a. Lee Dokaj,

D-3 TOM GJOKAJ, a.k.a. Toma Gjokaj

12. The General Allegations are incorporated into this count by reference.

13. From early 2007 through at least August 2007, in the Eastern District of Michigan, Southern Division, defendants **JAMES WIESE (D-1)**, **ILIR DOKAJ (D-2)** and **TOM GJOKAJ (D-3)**, together with persons known and unknown to the grand jury, did willfully and unlawfully combine, conspire and agree together to commit federal crimes, including:

- a. to violate Title 18, United States Code, Section 1344, **Bank Fraud**, by knowingly executing and attempting to execute a scheme or artifice to obtain money, funds, or other property owned by, or in the custody or control of, federally insured financial institutions by means of false and fraudulent pretenses, representations or promises;
- b. to violate Title 18, United States Code, Section 1343, **Wire Fraud**, by transmitting, and causing the transmission, by means of wire communication in interstate or foreign commerce, any writings, signs, signals, pictures or sounds for the purpose of executing a scheme or artifice to defraud, or for obtaining money by false and fraudulent pretenses, representations or promises; and
- c. to violate Title 18, United States Code, Section 1957, **Laundering Monetary Instruments**, by knowingly engaging in monetary transactions in property of a value greater than \$10,000, derived from specified unlawful activity (bank fraud) that took place within the United States.

OBJECTS OF THE CONSPIRACY

14. The defendants conspired and agreed with each other, and with others known and unknown to the grand jury, to defraud and to obtain money or funds in the custody and control of financial institutions by means of false and fraudulent pretenses, representations and promises. During the course of the scheme, the conspirators **obtained and attempted to obtain at least \$7,557,100 in fraudulent first mortgage loans and second mortgages (equity lines of credit) on at least 12 properties located within the City of Birmingham in the Eastern District of Michigan, including:**

- | | | |
|----|--|--|
| a. | 600 Chapin , closed on May 11, 2007: | loans totaling \$935,750 (\$750,000 first mortgage, \$185,750 second mortgage); |
| b. | 742 Emmons , closed on May 16, 2007: | loans totaling \$602,100 (\$535,200 first mortgage, \$66,900 second mortgage); |
| c. | 1248 Emmons , closed on May 16, 2007: | loans totaling \$606,600 (\$539,200 first mortgage, \$67,400 second mortgage); |
| d. | 1085 Chapin , closed on May 18, 2007: | loans totaling \$657,000 (\$584,000 first mortgage, \$73,000 second mortgage); |
| e. | 1233 Emmons , closed on June 1, 2007: | loans totaling \$650,750 (\$548,000 first mortgage, \$102,750 second mortgage); |
| f. | 1440 Bird , closed on June 7, 2007: | loans totaling \$580,500 (\$516,000 first mortgage, \$64,500 second mortgage); |
| g. | 740 Bird , closed on June 7, 2007: | loans totaling \$584,100 (\$519,200 first mortgage, \$64,900 second mortgage); |
| h. | 636 Humphrey , closed on June 25, 2007: | loans totaling \$612,000 (\$544,000 first mortgage, \$68,000 second mortgage); |
| i. | 1426 Holland , closed on June 28, 2007: | loans totaling \$575,100 (\$447,300 first mortgage, \$127,800 second mortgage); |
| j. | 960 Chapin , closed on July 26, 2007: | mortgage loan for \$584,100 ; |

- k. **809 Ruffner**, closed on July 26, 2007: loans totaling **\$585,000** (\$455,000 first mortgage, \$130,000 second mortgage); and
- l. **1230 Chapin**, closed on August 13, 2007: loans totaling **\$584,100** (\$519,200 first mortgage, \$64,900 second mortgage).

METHOD, MANNER AND MEANS

- 15. **JAMES WIESE**, through his company Great Lakes Custom Builder, LLC, purchased twelve residential properties in Birmingham, Michigan in 2004 and 2005. Many of these property sites originally had smaller homes located on them, which had been demolished. **WIESE** built new houses on the twelve sites, expecting to make a profit when the new houses were sold.
- 16. **JAMES WIESE, ILIR DOKAJ** and **TOM GJOKAJ** devised a scheme in which **GJOKAJ** would be the straw buyer and purchase all twelve of the newly constructed Birmingham properties in a very short period of time. **GJOKAJ** agreed to pay at or close to **WIESE's** asking price for all twelve properties, for a total purchase price of **\$8,313,000**.
- 17. To cause the lending institutions to believe that **GJOKAJ** qualified to purchase the houses, the conspirators engaged in a variety of fraudulent conduct, including:
 - a. **WIESE** supplied **\$815,815.86** toward the sales of his properties himself. He provided **\$346,700** to be used as the **earnest money deposits** for the sales, and an additional **\$469,115.86** to be used as the **down payments and to cover closing costs**. To prevent the lenders from knowing that the funds came from him and not from **TOM GJOKAJ**, **WIESE** deposited the money and down payments into bank accounts controlled by **GJOKAJ**, and also transferred other funds to bank accounts controlled by **ILIR DOKAJ**.

- b. **ILIR DOKAJ** then moved most of those funds into bank accounts controlled by **GJOKAJ**.
- c. After funds from **WIESE** and **DOKAJ** were in accounts he controlled, **GJOKAJ** would draft official checks or write personal checks from those accounts, and use the checks as earnest money deposits and down payments.
- d. On the mortgage loan applications (1003s) for each of the properties, **GJOKAJ** failed to disclose that **WIESE**, the builder and seller, was ultimately providing the funds for the earnest money and down payments. Instead, **GJOKAJ** represented that the earnest money and down payments were his own funds. **GJOKAJ** also inflated his monthly earnings, failed to disclose all of his liabilities (including those related to the properties he had already purchased), and made other material misrepresentations.
18. At the closings on the sales of the properties, both **JAMES WIESE** and **TOM GJOKAJ** signed the HUD-1 Settlement Statements certifying that all payments associated with the transaction were included on the Settlement Statements; however, the Settlement Statements did not list the transfers of funds by **WIESE** to **GJOKAJ** to cover the earnest money deposits and down payments.

OVERT ACTS

19. The specific instances of conduct alleged in Paragraphs 14 through 18 are incorporated and alleged as overt acts.
20. In furtherance of the conspiracy and to accomplish its objects, during the course of the conspiracy in the Eastern District of Michigan and elsewhere, one or more of the defendants **JAMES WIESE (D-1)**, **ILIR DOKAJ (D-2)** and **TOM GJOKAJ (D-3)**, together with persons

known and unknown to the grand jury, performed, and caused to be performed, overt acts. For example:

a. **600 Chapin, Birmingham:**

Closing:	05/11/2007
Sale Price:	\$985,000
Title Company:	First American Title Insurance Company
Realtor:	Max Broock Realtors

Loans Obtained:		
1st Mortgage:	\$750,000	(Indymac Bank)
2nd Mortgage:	\$185,750	(Indymac Bank)

Earnest Money Deposit:	\$20,000
Down Payment:	\$33,086.82

Distribution to WIESE: \$294,440.36

Indicia of Fraud:

* The final mortgage loan application submitted to the lender listed this property as **GJOKAJ**'s "primary residence", when in fact **GJOKAJ** never moved into this property.

* The application also represented that no part of the down payment had been borrowed by **GJOKAJ**.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds was transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a \$20,000 personal check dated April 12, 2007 that was provided to Max Broock as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$135,000 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC and controlled by **DOKAJ**. From this \$135,000, **GJOKAJ** wrote a personal check dated May 11, 2007 for \$3,086.82, and drafted an official check dated May 11, 2007 for \$30,000. **GJOKAJ** provided these two checks as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

b. **742 Emmons, Birmingham:**

Closing: **05/16/2007**
Sale Price: \$669,000
Title Company: Title Source, Inc.
Realtor: SKBK

Loans Obtained:
1st Mortgage: \$535,200 (Taylor, Bean & Whitaker)
2nd Mortgage: \$66,900 (Taylor, Bean & Whitaker)

Earnest Money Deposit: \$33,450
Down Payment: \$35,255.46

Distribution to **WIESE**: **\$642,350.69**

Indicia of Fraud:

* The final mortgage loan application submitted to the lender did not list the \$935,750 mortgage liability **GJOKAJ** had acquired five days before when he purchased 600 Chapin.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds was transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a personal check, dated April 13, 2007, for \$33,450 that was provided to SKBK as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$135,000 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC controlled by **DOKAJ**. From this \$135,000, **GJOKAJ** drafted an official check, dated May 16, 2007, for \$35,255.46. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

c. **1248 Emmons, Birmingham:**

Closing:	05/16/2007
Sale Price:	\$674,000
Title Company:	Title Source, Inc.
Realtor:	SKBK

Loans Obtained:		
1st Mortgage:	\$539,200	(Taylor, Bean & Whitaker)
2nd Mortgage:	\$67,400	(Taylor, Bean & Whitaker)

Earnest Money Deposit:	\$32,000
Down Payment:	\$34,345.82

Distribution to WIESE :	\$155,999.53
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Indicia of Fraud:

* The final mortgage loan application submitted to the lender did not list the \$935,750 mortgage liability **GJOKAJ** had acquired five days before when he purchased 600 Chapin.

* The application represented that **GJOKAJ** had not borrowed any portion of the down payment.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds was transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a personal check dated April 13, 2007 for \$32,000 that was provided to SKBK as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$135,000 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC controlled by **DOKAJ**. From this \$135,000, **GJOKAJ** drafted an official check dated May 16, 2007 for \$34,345.82. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

d. **1085 Chapin, Birmingham:**

Closing:	05/18/2007
Sale Price:	\$730,000
Title Company:	Title Source, Inc.
Realtor:	Max Broock Realtors

Loans Obtained:		
1st Mortgage:	\$584,000	(Quicken Loans)
2nd Mortgage:	\$73,000	(Quicken Loans)

Down Payment:	\$77,692.67
Distribution to WIESE:	\$691,891.98

Indicia of Fraud:

* The final mortgage loan application submitted to the lender listed the purchase as a "primary residence", when in fact **GJOKAJ** never moved into this property. The application did not list the mortgage liabilities **GJOKAJ** had very recently acquired when he purchased 600 Chapin, 742 Emmons and 1248 Emmons.

* The application represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* **WIESE** wrote two personal checks, drawn from the Republic Bank account in the name of GLR, to **DOKAJ**. The first check, dated May 15, 2007, was for \$75,850, and the second check, dated May 16, 2007, was for \$9,000. From these two personal checks, \$8,000 in cash was received and two official checks were drafted, both dated May 17, 2007 and both listing **DOKAJ** as the remitter. The first official check, made payable to **GJOKAJ**, was for \$40,350. The second official check, made payable to **DOKAJ**, was for \$36,500. **GJOKAJ** provided these two official checks as the down payment for the purchase. **GJOKAJ** put the remaining balance of the down payment, \$842.67, on his personal credit card.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

e. **1233 Emmons, Birmingham:**

Closing:	06/01/2007
Sale Price:	\$685,000
Title Company:	Title Source, Inc.
Realtor:	Max Broock Realtors
Loans Obtained:	
1st Mortgage:	\$548,000 (First National Bank of Arizona)
2nd Mortgage:	\$102,750 (First National Bank of Arizona)
Earnest Money Deposit:	\$33,450
Down Payment:	\$10,768.81
Distribution to WIESE:	\$160,924.07

Indicia of Fraud:

* The final mortgage loan application submitted to the lender listed the purchase as a "primary residence", when in fact **GJOKAJ** never moved into this property. The application also did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 600 Chapin, 1085 Chapin, 742 Emmons and 1248 Emmons.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR, and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds were transferred thru the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a personal check, dated April 13, 2007, for \$33,450 that was provided to Max Broock as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$135,000 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred thru the TCF Bank account held in the name of Metro Finish LLC controlled by **DOKAJ**. From this \$135,000, **GJOKAJ** drafted an official check, dated June 4, 2007, for \$10,768.81. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

f. **1440 Bird, Birmingham:**

Closing: **06/07/2007**
Sale Price: **\$645,000**
Title Company: **Title Source, Inc.**
Realtor: **Max Broock Realtors**

Loans Obtained:
1st Mortgage: **\$516,000** (Taylor, Bean & Whitaker)
2nd Mortgage: **\$64,500** (Taylor, Bean & Whitaker)

Earnest Money Deposit: **\$31,950**
Down Payment: **\$36,820.03**
Distribution to WIESE: \$138,979.29

Indicia of Fraud:

* The final mortgage loan application did not list the mortgage liabilities **GJOKAJ** taken on when he purchased 600 Chapin, 1085 Chapin, and 1233 Emmons.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR, and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds was transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a personal check dated April 13, 2007 for \$31,950 that was provided to Max Broock as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$125,000 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of Sunshine Painting, Inc. and controlled by **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC controlled by **DOKAJ**. From this \$125,000, **GJOKAJ** drafted an official check dated June 7, 2007 for \$36,820.03. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

g. **740 Bird, Birmingham:**

Closing: **06/07/2007**
Sale Price: **\$649,000**
Title Company: **Title Source, Inc.**
Realtor: **SKBK**

Loans Obtained:
1st Mortgage: **\$519,200** (Taylor, Bean & Whitaker)
2nd Mortgage: **\$64,900** (Taylor, Bean & Whitaker)

Earnest Money Deposit: **\$32,450**
Down Payment: **\$32,222.43**
Distribution to WIESE: \$619,642.50

Indicia of Fraud:

* The final mortgage loan application did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 600 Chapin, 1085 Chapin, and 1233 Emmons.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* Through a combination of transactions, a total of \$183,000 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of and controlled by **GJOKAJ**. A portion of these funds were transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$183,000, **GJOKAJ** wrote a personal check dated April 13, 2007 for \$32,450 that was provided to SKBK as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$125,000 was transferred from the Republic Bank account held in the name of GLR, to the LaSalle Bank account held in the name of Sunshine Painting, Inc. and controlled by **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$125,000, **GJOKAJ** drafted an official check dated June 7, 2007 for \$24,417.15. **GJOKAJ** provided this official check towards the down payment on the purchase. **GJOKAJ** put the remaining balance of \$8,055.28 for the down payment on his own personal credit card.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

h. **636 Humphrey, Birmingham:**

Closing: **06/25/2007**
Sale Price: **\$689,000**
Title Company: Land Owners Title Agency, Inc.
Realtor: Max Broock

Loans Obtained:
1st Mortgage: **\$544,000** (Bank of America)
2nd Mortgage: **\$68,000** (Bank of America)

Earnest Money Deposit: **\$34,450**
Down Payment: **\$45,942.85**
Distribution to WIESE: \$163,208.82

Indicia of Fraud:

* The final mortgage loan application submitted to the lender listed the purchase as a "primary residence", when in fact **GJOKAJ** never moved into this property. The application also did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 600 Chapin, 742 Emmons, 1248 Emmons, 1085 Chapin, 1233 Emmons, 1440 Bird and 740 Bird.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* **WIESE** wrote a personal check to **DOKAJ**, drawn from the Republic Bank account in the name of GLR, for \$66,900. This check was dated June 14, 2007. On June 18, 2007, this check was converted into two official checks, both payable to Max Brook Realty and both listing the remitter as **DOKAJ**. The first check was for \$32,450 and the second check was for \$34,450. The check for \$34,450 was provided to Max Broock Realtors as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$145,200 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$145,200, **GJOKAJ** drafted an official check, dated June 25, 2007, for \$45,942.85. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

i. **1426 Holland, Birmingham:**

Closing: **06/28/2007**
Sale Price: \$639,000
Title Company: Land Owners Title Agency, Inc.
Realtor: SKBK

Loans Obtained:
1st Mortgage: \$447,300 (American Brokers Conduit)
2nd Mortgage: \$127,800 (American Brokers Conduit)

Earnest Money Deposit: \$32,000
Down Payment: \$34,167.57
Distribution to WIESE: \$609,155.91

Indicia of Fraud:

* The final mortgage loan application did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 600 Chapin, 742 Emmons, 1248 Emmons, 1085 Chapin, 1233 Emmons, 1440 Bird, 740 Bird and 636 Humphrey.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* **WIESE** wrote a personal check to **DOKAJ**, drawn from the Republic Bank account in the name of GLR, for \$32,000. This check was dated June 19, 2007. On June 20, 2007, this check was converted into an official check for \$32,000, made payable to SKBK and listing the remitter as **DOKAJ**. This check was provided to SKBK as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$145,200 was transferred from the Republic Bank account held in the name of GLR to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC. From this \$145,200, **GJOKAJ** drafted an official check dated June 28, 2007, for \$34,167.57. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

j. **960 Chapin, Birmingham:**

Closing: **07/26/2007**
Sales Price: **\$649,000**
Title Company: **Land Owners Title Agency, Inc.**
Realtor: **SKBK**

Loans Obtained:
1st Mortgage: **\$584,100** (Accredited Home Lenders)

Earnest Money Deposit: **\$32,000**
Down Payment: **\$49,921.77**
Distribution to WIESE: \$136,443.49

Indicia of Fraud:

* The finalized mortgage loan application did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 742 Emmons, 1248 Emmons, 1085 Chapin, 1233 Emmons, 1440 Bird, 740 Bird, 636 Humphrey and 1426 Holland.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* An official check for \$32,000 was drawn from **WIESE's** Fifth Third Bank account, dated June 25, 2007 and made payable to SKBK. **GJOKAJ** was listed as the remitter. This check was provided to SKBK as the earnest money deposit on the purchase.

* Through a combination of transactions, a total of \$145,200 was transferred from the Republic Bank account held in the name of GLR and controlled by **WIESE**, to the LaSalle Bank account held in the name of **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$145,200, **GJOKAJ** drafted an official check dated July 26, 2007 for \$51,026.77. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

k. **809 Ruffner, Birmingham:**

Closing: **07/26/2007**
Sale Price: **\$650,000**
Title Company: **Land Owners Title Agency, Inc.**
Realtor: **SKBK**

Loans Obtained:
1st Mortgage: **\$455,000** (American Brokers Conduit)
2nd Mortgage: **\$130,000** (American Brokers Conduit)

Earnest Money Deposit: **\$32,500**
Down Payment: **\$35,249.24**
Distribution to WIESE: \$619,110.75

Indicia of Fraud:

* The final mortgage loan application did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 742 Emmons, 1248 Emmons, 1085 Chapin, 1233 Emmons, 1440 Bird, 740 Bird, 636 Humphrey and 1426 Holland.

* The application also represented that no portion of the down payment had been borrowed by **GJOKAJ**.

* An official check for \$32,500 was drawn from **WIESE**'s Fifth Third Bank account. This check, dated June 25, 2007, was made payable to SKBK and listed **GJOKAJ** as the remitter. This check was provided to SKBK as the earnest money deposit on the purchase.

* Through a combination of transactions, a total of \$198,800 was transferred from the Republic Bank account held in the name of GLR controlled by **WIESE** to the LaSalle Bank account held in the name of Sunshine Painting, Inc. and controlled by **GJOKAJ**. These funds were transferred through the TCF Bank account held in the name of Metro Finish LLC. From this \$198,800, **GJOKAJ** drafted an official check, dated July 26, 2007, for \$35,249.24. **GJOKAJ** provided this official check as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list **WIESE**'s directly providing the earnest money deposit check or any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

1. **1230 Chapin, Birmingham:**

Closing: 08/13/2007
Sale Price: \$649,000
Title Company: Title Source, Inc.
Realtor: Max Broock Realtors

Loans Obtained:
1st Mortgage: \$519,200 (JP Morgan Chase Bank)
2nd Mortgage: \$64,900 (JP Morgan Chase Bank)

Earnest Money Deposit: \$32,450
Down Payment: \$43,642.39
Distribution to WIESE: \$24,822.85

Indicia of Fraud:

* The final mortgage loan application submitted to the lender listed the purchase as a "primary residence", when in fact **GJOKAJ** never moved into this property. The application also did not list the mortgage liabilities **GJOKAJ** had acquired when he purchased 600 Chapin, 742 Emmons, 1248 Emmons, 1085 Chapin, 1233 Emmons, 1440 Bird, 740 Bird, 636 Humphrey, 1426 Holland, 960 Chapin and 809 Ruffner. The application also documented that no portion of the down payment had been borrowed by **GJOKAJ**.

* **WIESE** wrote **DOKAJ** a personal check dated June 14, 2007 drawn from the Republic Bank account in the name of GLR for \$66,900. On June 18, 2007, this check was converted into two official checks, both payable to Max Brook Realty and both listing the remitter as **DOKAJ**. The first check was for \$32,450 and the second check was for \$34,450. The check for \$32,450 was provided to Max Broock Realtors as the earnest money deposit for the purchase.

* Through a combination of transactions, a total of \$198,800 was transferred from the Republic Bank account held in the name of GLR, controlled by **WIESE**, to the LaSalle Bank account held in the name of Sunshine Painting, Inc. and controlled by **GJOKAJ**. These funds were transferred thru the TCF Bank account held in the name of Metro Finish LLC, controlled by **DOKAJ**. From this \$198,800, **GJOKAJ** transferred \$60,000 from the LaSalle account held in the name of Sunshine Painting, Inc. to the LaSalle account held in the name of **GJOKAJ**. From the LaSalle account held in the name of Sunshine Painting, Inc., **GJOKAJ** drafted an official check, dated July 27, 2007, for \$30,000. From the LaSalle account held in the name of **GJOKAJ**, **GJOKAJ** drafted an official check, dated August 13, 2007, for \$13,642.39. **GJOKAJ** provided these two official checks as the down payment on the purchase.

* The signed, finalized HUD-1 Settlement Statement did not list any of the above-mentioned transfers of funds from **WIESE** to **GJOKAJ**.

21. The conduct charged in Count 2 was within the scope of the conspiracy and was committed by the conspirators in furtherance of the conspiracy, as each conspirator could reasonably foresee. This conduct is alleged and incorporated into this count as overt acts.
22. All in violation of Title 18, United States Code, Section 371.

COUNT 2
(18 U.S.C. §§ 1344, 2: BANK FRAUD,
AIDING AND ABETTING)

- D-1 JAMES WIESE
D-2 ILIR DOKAJ, a.k.a. Lee Dokaj,
D-3 TOM GJOKAJ, a.k.a. Toma Gjokaj

23. The General Allegations are incorporated into this count by reference.
24. From at least **May 11, 2007 through August 13, 2007**, in the Eastern District of Michigan, Southern Division, defendants **JAMES WIESE (D-1), ILIR DOKAJ (D-2) and TOM GJOKAJ (D-3)** knowingly and willfully devised and executed, and aided and abetted each other and others known and unknown to the grand jury in devising and executing, a scheme or artifice to obtain moneys, funds, credits or other property under the custody or control of federally insured financial institutions by means of false or fraudulent pretenses, representations or promises.
25. The defendants acted knowingly and with the intent to defraud.
26. By their false and fraudulent pretenses, representations and promises, the defendants **attempted to obtain and did obtain in excess of \$7,557,100** of moneys belonging to, or in the custody or control of, **Indymac Bank, First National Bank of Arizona, Bank of America, LaSalle Bank, Citizens Bank, Fifth Third Bank, Colonial BancGroup, Bank of New York,**

Comerica Bank, Deutsche Bank, Republic Bank and J.P. Morgan Chase Bank, all financial institutions whose deposits were then insured by the Federal Deposit Insurance Corporation.

27. All in violation of Title 18, United States Code, Sections 1344 and 2.

FORFEITURE

(18 U.S.C. § 981(a)(1)(C); 18 U.S.C. § 982(a)(2); 18 U.S.C. § 982(a)(2)(B);
18 U.S.C. § 982(a)(8) and/or 28 U.S.C. § 2461 - Criminal Forfeiture)

28. As a result of the violations of Title 18, United States Code, Sections 371 and 1344, as set forth in Counts 1 and 2, defendants **JAMES WIESE (D-1), ILIR DOKAJ (D-2) and TOM GJOKAJ (D-3)** shall forfeit to the United States any property constituting or derived from proceeds directly or indirectly as a result of those violations, pursuant to 18 U.S.C. § 981(a)(1)(C); 18 U.S.C. § 982(a)(2); 18 U.S.C. § 982(a)(2)(B); 18 U.S.C. § 982(a)(8) and/or 28 U.S.C. § 2461.

29. Such property includes, but is not limited to, **approximately \$7,557,100 in United States currency** and all traceable interest and proceeds. Such sum in aggregate is property representing the proceeds of the aforementioned offenses, or is traceable to such property, in violation of 18 U.S.C. §§ 371, 1344, 1343 and 2.

30. If the property described above as being subject to forfeiture pursuant to 18 U.S.C. § 982, as a result of any act or omission of the defendants:

- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred or sold to, or deposited with, a third party;
- iii. has been placed beyond the jurisdiction of the Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek to forfeit any other property of the defendants up to the listed value.

THIS IS A TRUE BILL.

s/ Grand Jury Foreperson
FOREPERSON

TERRENCE BERG
United States Attorney

s/ Sheldon Light
SHELDON LIGHT (P 28798)
Assistant United States Attorney

s/ Cynthia Oberg
CYNTHIA OBERG (P 36338)
Assistant United States Attorney

September 8, 2009

United States District Court
Eastern District of Michigan

Criminal Case Cover Sheet

Case:5:09-cr-20414
Judge: O'Meara, John Corbett
MJ: Majzoub, Mona K
Filed: 09-08-2009 At 12:43 PM
INDI USA V JAMES WIESE, ET AL (LG)

NOTE: It is the responsibility of the Assistant U.S. Attorney signing this form to complete it

Companion Case Information	Companion Case Number:
This may be a companion case based upon LCrR 57.10 (b)(4) ¹ :	Judge Assigned:
Yes No <input checked="" type="checkbox"/>	AUSA's Initials: <i>SW</i>

Case Title: USA v. JAMES WIESE, et al.

County where offense occurred : Oakland

Check One: Felony Misdemeanor Petty

- Indictment ___/Information ___ no prior complaint.
- Indictment /Information ___ based upon prior complaints [2:09-MJ-30341]
- Indictment ___/Information ___ based upon LCrR 57.10 (d) [Complete Superseding section below].

Superseding Case Information:

Superseding to Case No: _____ Judge: _____

- Original case was terminated; no additional charges or defendants.
- Corrects errors; no additional charges or defendants.
- Involves, for plea purposes, different charges or adds counts.
- Embraces same subject matter but adds the additional defendants or charges below:

Defendant name

Charges

9/8/2009

Date


CYNTHIA OBERG (P 36338)
Assistant United States Attorney

(313) 226-9701

Phone Number

¹ Companion cases are matters in which it appears that (1) substantially similar evidence will be offered at trial, (2) the same or related parties are present, and the cases arise out of the same transaction or occurrence. Cases may be companion cases even though one of them may have already been terminated.