

CRIMINAL COVER SHEET

U.S. District Court, Western District of Oklahoma

CR 14-072 R

Petty Misdemeanor Felony

Case No. _____

Number of Counts 10 + Forfeiture Number of Defendants 2 USAOID No. _____ By: ng

Indictment Sealed: Yes No OCDEF: Yes No Notice Summons Writ Warrant to Issue

DEFENDANT: BRENDA K. WYATT			
Alias(es):		Address: MAR 4 2014	
		Phone:	
Age&DOB: 55, xx-xx-1958;	SS#: xxx-xx-8905	Juvenile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Interpreter: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
SEX M F <input checked="" type="checkbox"/>	RACE: White	Language/Dialect:	

Defendant Status:

<input checked="" type="checkbox"/> Not in Custody	Type of Bond Recommended on this Charge:
Bond set at: \$ _____ Date: _____	OR <input type="checkbox"/> Cash <input type="checkbox"/> 10% <input type="checkbox"/> Unsecured <input checked="" type="checkbox"/> Surety <input type="checkbox"/>
Current Bond on Other Charge Federal <input type="checkbox"/> State <input type="checkbox"/>	Bond in Amount of: \$10,000.00
<input type="checkbox"/> In Jail at: _____ Under Prisoner/Register No.: _____	Detention <input type="checkbox"/>

Prior Proceedings or Appearance(s) Before U.S. Magistrate Judge:

Case No. _____	Government Motion to Detain: Yes <input type="checkbox"/> No <input type="checkbox"/>
Complaint: Yes <input type="checkbox"/> No <input type="checkbox"/>	Bond Set: \$ _____ Date: RECEIVED

Related Case Information:

Previous Case No. _____	Rule 20/Rule 5 from District of: MAR - 4 2014
Additional Defendants: Yes <input type="checkbox"/> No <input type="checkbox"/>	Total Number of defendants: BY ROBERT D. DENNIS CLERK, U.S. DISTRICT COURT DEPUTY

Attorney Information:

Defense Counsel: Derek G. Chance	AUSA: Charles W. Brown/Sanford C. Coats	
Address: 9905 S Pennsylvania Avenue, Oklahoma City, OK 73159	Phone: 405/553-8700	Fax: 405/553-8888
Phone: 405-692-7676	Fax: _____	Federal Agent/Agency: FBI
Retained <input checked="" type="checkbox"/> CJA Panel <input type="checkbox"/> Public Defender <input type="checkbox"/>	Local Agent/Agency: _____	

Count(s)	USC Citation(s)	Offense(s) Charged	Penalty
1, 4, 6	18 USC § 1349	Conspiracy to Commit Bank Fraud	NMT 30 years BOP; NMT \$1,000,000 fine o/b; NMT 5 years SR; \$100 SA
2, 3, 5	18 USC § 1014; 18 USC § 2	Aiding and Abetting False Statement to a Financial Institutions	NMT 30 years BOP; NMT \$1,000,000 fine o/b; NMT 5 years SR; \$100 SA

7-10	18 USC § 1341	Mail Fraud	NMT 30 years BOP; NMT \$1,000,000 fine o/b; NMT 5 years SR; \$100 SA
Forfeiture	18 USC § 981(a)(1)(C); 28 USC § 2461(c)	Criminal Forfeiture	

Date: 7.4.14

Signature of AUSA _____

CRIMINAL COVER SHEET

U.S. District Court, Western District of Oklahoma

Petty Misdemeanor Felony

Case No. **CR 14-072 R**

Number of Counts 10 + Forfeiture Number of Defendants 2 USAOID No. _____ By: ng

Indictment Sealed: Yes No OCDEF: Yes No Notice Summons Writ Warrant to Issue

DEFENDANT: ANTHONY E. AGUILAR		MAR 4 2014	
Alias(es):		Address:	
		Phone:	
Age&DOB: 60, xx-xx-1953;	SS#: xxx-xx-2742	Juvenile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Interpreter: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>	RACE: Hispanic	Language/Dialect:	

Defendant Status:

<input checked="" type="checkbox"/> Not in Custody	Type of Bond Recommended on this Charge:
Bond set at: \$ _____ Date: _____	OR <input type="checkbox"/> Cash <input type="checkbox"/> 10% <input type="checkbox"/> Unsecured <input checked="" type="checkbox"/> Surety <input type="checkbox"/>
Current Bond on Other Charge Federal <input type="checkbox"/> State <input type="checkbox"/>	Bond in Amount of: \$10,000.00
<input type="checkbox"/> In Jail at: _____ Under Prisoner/Register No.: _____	Detention <input type="checkbox"/>

Prior Proceedings or Appearance(s) Before U.S. Magistrate Judge:

Case No. _____	Government Motion to Detain Yes <input type="checkbox"/> No <input type="checkbox"/>
Complaint: Yes <input type="checkbox"/> No <input type="checkbox"/>	Bond Set: \$ _____ Date: _____

RECEIVED
MAR - 4 2014

Related Case Information:

Previous Case No. _____	Rule 20/Rule 5 from District of: ROBERT D. DENNIS CLERK, U.S. DISTRICT COURT
Additional Defendants: Yes <input type="checkbox"/> No <input type="checkbox"/>	Total Number of defendants: BY _____ DEPUTY

Attorney Information:

Defense Counsel: Brooke Tebow	AUSA: Charles W. Brown/Sanford C. Coats	
Address: 215 Dean A. McGee, Suite 109, Oklahoma City, OK 73102	Phone: 405/553-8700	Fax: 405/553-8888
Phone: 405-609-5945	Fax: 405-609-5932	Federal Agent/Agency: FBI
Retained <input type="checkbox"/> CJA Panel <input type="checkbox"/> Public Defender <input checked="" type="checkbox"/>	Local Agent/Agency: _____	

Count(s)	USC Citation(s)	Offense(s) Charged	Penalty
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2, 3, 5	18 USC § 1014; 18 USC § 2	Aiding and Abetting False Statement to a Financial Institutions	NMT 30 years BOP; NMT \$1,000,000 fine o/b; NMT 5 years SR; \$100 SA

7-10	18 USC § 1341	Mail Fraud	NMT 30 years BOP; NMT \$1,000,000 fine o/b; NMT 5 years SR; \$100 SA
Forfeiture	18 USC § 981(a)(1)(C); 28 USC § 2461(c)	Criminal Forfeiture	

Date: 3.4.14

Signature of AUSA _____

IN THE UNITED STATES DISTRICT COURT FOR THE

FILED

WESTERN DISTRICT OF OKLAHOMA

MAR 4 2014

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY *[Signature]*

UNITED STATES OF AMERICA,)

Plaintiff,)

-vs-)

ANTHONY E. AGUILAR and)

BRENDA K. WYATT,)

Defendants.)

CR 14-072

R

No. _____

- Violations: 18 U.S.C. § 1349
- 18 U.S.C. § 1014
- 18 U.S.C. § 2
- 18 U.S.C. § 1341
- 18 U.S.C. § 981(a)(1)(C)
- 28 U.S.C. § 2461(c)

INDICTMENT

The Federal Grand Jury charges:

Introduction

At all times material to this Indictment:

1. **ANTHONY E. AGUILAR** was a resident of Norman, Oklahoma.

Aguilar owned and operated Complicated LLC, a business in which he purchased and rented residential properties and through which he operated a Suzuki automobile dealership at 801 West I-240 in Oklahoma City, Oklahoma.

2. **BRENDA K. WYATT** was married to **Aguilar** and was a resident

of Norman, Oklahoma. **Wyatt** founded a title company, Alliance Title Services, in 2001

and operated it until 2009. Alliance Title Services was located at 800 Wall Street in Norman, Oklahoma.

3. Old Republic National Title Insurance Company (“Old Republic”) was a title company authorized to do business in Oklahoma.

4. In August 2006, Old Republic entered into a written contract designating **Wyatt** and Alliance Title Services as an agent of Old Republic authorized to issue title insurance policies in Oklahoma. The contract required **Wyatt** and Alliance Title Services to maintain an escrow account separate from its operating account, and to only disburse funds from the escrow account for the purposes for which the funds were entrusted to **Wyatt** and Alliance Title Services. The funds in the escrow account were not the property of **Wyatt** or Alliance Title Services, but were the property of third persons and customers of **Wyatt** and Alliance Title Services. The contract also authorized **Wyatt** and Alliance Title Services to accept premiums and issue title insurance policies up to \$1.5 million per policy without prior authorization from Old Republic. **Wyatt** and Alliance Title Services were not allowed to issue any title commitments or policies on property that was owned directly or indirectly by any of the owners, principals, employees, or officers of Alliance Title Services without prior authorization from Old Republic.

5. ACB Bank was a financial institution, the accounts and deposits of which were insured by the Federal Deposit Insurance Corporation.

6. First Bank and Trust Company was a financial institution, the accounts and deposits of which were insured by the Federal Deposit Insurance Corporation.

COUNT 1
(Conspiracy to Commit Bank Fraud)

7. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein.

8. Beginning in or before May 2007, and continuing through at least March 2009, in the Western District of Oklahoma and elsewhere,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

knowingly, willfully, unlawfully, and with interdependence, combined, conspired, confederated, and agreed with each other and with other persons, both known and unknown to the Grand Jury, to commit offenses against the United States, namely, Bank Fraud, in violation of Title 18, United States Code, Section 1344(2).

9. The purpose of the conspiracy was to execute a scheme to obtain the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of ACB Bank by means of materially false representations, promises, and omissions.

10. It was part of the conspiracy that **Aguilar** and **Wyatt** applied for and obtained three loans from ACB Bank totaling approximately \$1.63 million.

11. It was further part of the conspiracy that **Aguilar** and **Wyatt** made several false statements, representations, and omissions of fact, including overstating their assets and understating their liabilities, thus substantially overstating their net worth to ACB Bank.

12. It was further part of the conspiracy that **Aguilar** and **Wyatt** falsely represented to ACB Bank the status of the collateral used to secure the loans.

13. It was further part of the conspiracy that **Aguilar** and **Wyatt** provided fraudulent documents to ACB Bank to secure the loans.

14. It was further part of the conspiracy that **Aguilar** and **Wyatt** often used the loan proceeds for purposes other than those outlined in the loan agreements, causing a loss of approximately \$1.6 million to ACB Bank.

OVERT ACTS

In furtherance of the conspiracy and to effect the objects thereof, the coconspirators committed the following overt acts, among others, for the purpose of executing and continuing the conspiracy and agreement:

15. On or about August 17, 2007, **Aguilar** and **Wyatt** applied for and obtained a \$750,000 floor plan line of credit from ACB Bank to purchase used cars for their automobile dealership, Suzuki of Oklahoma City. A few weeks before obtaining this loan, **Aguilar** and **Wyatt** prepared, signed, and submitted a personal financial statement to ACB Bank dated May 3, 2007. **Aguilar** and **Wyatt** overstated their assets and understated their liabilities on this statement. For example, they claimed to have owed approximately \$1.5 million to Anadarko Bank and Trust when in fact they owed

between approximately \$2.8 million and \$3.2 million to Anadarko Bank and Trust.

While meeting with a representative from ACB Bank, **Aguilar** explained that the \$1.5 million liability to Anadarko Bank and Trust reflected on the personal financial statement was unsecured, when he knew that this liability was secured. **Aguilar** and **Wyatt** also signed a "Dealer Floor Plan Agreement" prepared by ACB Bank which outlined the obligations of **Aguilar** and **Wyatt** in using the \$750,000 line of credit.

16. On or about November 23, 2007, **Aguilar** and **Wyatt** applied for and obtained a \$200,000 loan from ACB Bank to provide operating funds for **Wyatt's** title company, Alliance Title Services. Prior to applying for this loan, **Aguilar** and **Wyatt** prepared, signed, and submitted a personal financial statement to ACB Bank dated November 22, 2007. **Aguilar** and **Wyatt** again overstated their assets and understated their liabilities on this statement.

17. On or about November 5, 2008, **Aguilar** and **Wyatt** applied for and obtained a \$678,685 debt consolidation loan from ACB Bank. Prior to applying for this loan, **Aguilar** and **Wyatt** prepared, signed, and submitted a personal financial statement to ACB Bank dated June 23, 2008. **Aguilar** and **Wyatt** overstated their assets and understated their liabilities on this statement. While meeting with a representative from ACB Bank, **Aguilar** again explained that the \$1.5 million liability to Anadarko Bank and Trust reflected on the personal financial statement was unsecured, when he knew that the liability was not only secured, but it was secured with the same collateral he and **Wyatt** were pledging to obtain the \$678,685 loan. Additionally, during this same meeting, **Aguilar** and **Wyatt** agreed to provide to ACB Bank a second lien position on various real

property, including the property located at 801 West I-240 in Oklahoma City, to secure the \$678,685 loan. **Aguilar** provided the ACB Bank representative with a fraudulent title commitment from Old Republic Title Insurance Company showing the only lien on the property located at 801 West I-240 was with First Bank and Trust Company. Soon after funding the loan, ACB Bank discovered it was in fifth, not second, lien position on this property.

18. On or about November 5, 2008, **Aguilar** and **Wyatt** refinanced the \$750,000 loan described in paragraph 15. Prior to refinancing this loan, **Aguilar** and **Wyatt** prepared, signed, and submitted a personal financial statement to ACB Bank dated June 23, 2008, which is the same personal financial statement described in paragraph 17. **Aguilar** and **Wyatt** again overstated their assets and understated their liabilities on this statement. On this same date, **Aguilar** and **Wyatt** signed a “Dealer Floor Plan Agreement” prepared by ACB Bank which outlined the obligations of **Aguilar** and **Wyatt** in using the refinanced \$750,000 line of credit, including the requirement to pay ACB Bank the amount loaned on each particular vehicle on the date the vehicle was sold. After refinancing this loan, ACB Bank representatives audited the inventory at Suzuki of Oklahoma City and found that **Aguilar** and **Wyatt** had sold several of the vehicles out of trust.

19. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in Counts Two and Three of this Indictment as overt acts of the conspiracy.

All in violation of Title 18, United States Code, Section 1349.

COUNT 2
(False Statement to a Financial Institution)

20. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein

21. In or about August 2007, in the Western District of Oklahoma,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

aided and abetted by each other, knowingly made a material false statement and report and willfully overvalued land, property, and security for the purpose of influencing the action of ACB Bank, a financial institution insured by the Federal Deposit Insurance Corporation, in connection with an application for a \$750,000 floor plan line of credit. Specifically, **Aguilar** and **Wyatt** submitted a personal financial statement dated May 3, 2007, which overstated their assets and understated their liabilities. Additionally, **Aguilar** explained that the \$1.5 million liability to Anadarko Bank and Trust reflected on the personal financial statement was unsecured when he knew that the liability was secured.

All in violation of Title 18, United States Code, Section 1014, and Title 18, United States Code, Section 2.

COUNT 3
(False Statement to a Financial Institution)

22. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein.

23. On or about November 3, 2008, in the Western District of Oklahoma,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

aided and abetted by each other, knowingly made a material false statement and report and willfully overvalued land, property, and security for the purpose of influencing the action of ACB Bank, a financial institution insured by the Federal Deposit Insurance Corporation, in connection with an application for a \$678,685 loan. Specifically, **Aguilar** and **Wyatt** submitted a personal financial statement dated June 23, 2008, which overstated their assets and understated their liabilities. Additionally, **Aguilar** again explained that the \$1.5 million liability to Anadarko Bank and Trust reflected on the personal financial statement was unsecured when he knew that the liability was secured. **Aguilar** and **Wyatt** also falsely represented that they would place ACB Bank in a second lien position on various real property, including the property located at 801 West I-240 in Oklahoma City, to secure the loan when they knew the real property had several pre-existing liens and that ACB Bank would not be in second lien position as promised. To support this false representation, **Aguilar** and **Wyatt** provided ACB Bank with a fraudulent title commitment from Old Republic showing the only lien on the property

located at 801 West I-240 was with First Bank and Trust Company when they knew this collateral was subject to more than one pre-existing lien.

All in violation of Title 18, United States Code, Section 1014, and Title 18, United States Code, Section 2.

COUNT 4
(Conspiracy to Commit Bank Fraud)

24. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein.

25. Beginning in or before March 2008, and continuing through at least October 2008, in the Western District of Oklahoma and elsewhere,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

knowingly, willfully, unlawfully, and with interdependence, combined, conspired, confederated, and agreed with each other and with other persons, both known and unknown to the Grand Jury, to commit an offense against the United States, namely, Bank Fraud, in violation of Title 18, United States Code, Section 1344(2).

26. The purpose of the conspiracy was to execute a scheme to obtain the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of First Bank and Trust Company by means of materially false representations, promises, and omissions.

27. It was part of the conspiracy that **Aguilar** and **Wyatt** applied for and obtained a loan from First Bank and Trust Company for \$5.5 million.

28. It was further part of the conspiracy that **Aguilar** and **Wyatt** made several false statements, representations, and omissions of fact, including overstating their assets and understating their liabilities, thus substantially overstating their net worth to First Bank and Trust Company.

29. It was further part of the conspiracy that **Aguilar** and **Wyatt** provided title commitments to First Bank and Trust Company outlining the status of the collateral pledged to secure the loan.

30. It was further part of the conspiracy that **Aguilar** and **Wyatt** used the loan proceeds for purposes other than those outlined in the loan agreements, causing a loss of at least \$874,000.

OVERT ACTS

In furtherance of the conspiracy and to effect the objects thereof, the coconspirators committed the following overt acts, among others, for the purpose of executing and continuing the conspiracy and agreement:

31. In or about March 2008, **Aguilar** and **Wyatt** applied for and obtained a \$5.5 million loan from First Bank and Trust Company to consolidate and refinance real estate. Prior to obtaining this loan, **Aguilar** and **Wyatt** prepared, signed, and submitted a personal financial statement to First Bank and Trust Company dated March 10, 2008. **Aguilar** and **Wyatt** overstated their assets and understated their liabilities on this statement. For example, they claimed to have owed approximately \$1.5 million to Anadarko Bank and Trust when in fact they owed at least \$2.4 million to

Anadarko Bank and Trust. Additionally, they failed to disclose approximately \$950,000 in liabilities to ACB Bank.

32. While meeting with a representative from First Bank and Trust Company regarding this \$5.5 million loan, **Aguilar** and **Wyatt** agreed to secure the loan with 42 parcels of commercial and residential real estate. **Aguilar** and **Wyatt** represented that they would use the loan proceeds to place First Bank and Trust Company in first lien position on each of these properties, including the Suzuki of Oklahoma City property located at 801 West I-240 and the Alliance Title Services property located at 800 Wall Street. **Aguilar** and **Wyatt** also provided title commitments for each of the properties purportedly showing First Bank and Trust Company would be in first lien position after the loan funded. Finally, **Aguilar** and **Wyatt** caused a title insurance policy to be issued to First Bank and Trust Company insuring they were in first lien position on the collateralized properties. Soon after **Aguilar** and **Wyatt** defaulted on this loan, First Bank and Trust Company discovered they were not in first lien position on most of the properties securing the loan, and in several instances they were actually in second or third lien position.

33. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in Count Five of this Indictment as overt acts of the conspiracy.

All in violation of Title 18, United States Code, Section 1349.

COUNT 5
(False Statement to a Financial Institution)

34. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein.

35. In or before April 2008, in the Western District of Oklahoma,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

aided and abetted by each other, knowingly made a material false statement and report and willfully overvalued land, property, and security for the purpose of influencing the action of First Bank and Trust Company, a financial institution insured by the Federal Deposit Insurance Corporation, in connection with an application for a \$5.5 million loan. Specifically, **Aguilar** and **Wyatt** submitted a personal financial statement dated March 10, 2008, which overstated their assets and understated their liabilities. Additionally, **Aguilar** and **Wyatt** falsely represented that they would use the loan proceeds to satisfy any pre-existing liens on the collateral pledged to secure the loan.

All in violation of Title 18, United States Code, Section 1014, and Title 18, United States Code, Section 2.

COUNT 6
(Conspiracy to Commit Mail Fraud)

36. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 6 of this Indictment as if fully set forth herein.

37. Beginning in or before March 2008, and continuing through at least April 2009, in the Western District of Oklahoma and elsewhere,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

knowingly, willfully, unlawfully, and with interdependence, combined, conspired, confederated, and agreed with each other and with other persons, both known and unknown to the Grand Jury, to commit an offense against the United States, namely, Mail Fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341.

38. The purpose of the conspiracy was to execute a scheme to defraud and to obtain money and property from the Alliance Title Services escrow account held at First Bank and Trust Company by means of materially false and fraudulent pretenses, representations and promises, by depositing and causing to be deposited any matter or thing for delivery through the United States Postal Service and private and commercial interstate carriers.

39. On or about October 29, 2007, **Wyatt** opened checking account number XXXXX32 for Alliance Title Services at First Bank and Trust Company (“escrow account”). The account was titled “Alliance Title Services, LLC, Residential

Escrow Account,” and was used as the primary escrow account for Alliance Title Services from October 2007 until Alliance Title Services collapsed around April 2009. Persons and lenders who used Alliance Title Services to handle the sale, purchase, and refinancing of real estate, deposited fees, payments, and funding into this escrow account for safekeeping pending satisfaction of various contractual contingencies and conditions. When **Wyatt** and Alliance Title Services closed a loan, they were responsible for depositing the monetary instruments and funds provided by the borrower, including down payments and mortgage funds from the lender, into the escrow account, and when authorized by the parties to the transaction and lender after the conditions were satisfied, **Wyatt** and Alliance Title Services disbursed the funds that were held in trust in the escrow account to various individuals and entities as outlined on the U.S. Department of Housing and Urban Development Settlement Statement (“HUD-1”).

40. It was part of the conspiracy that starting as early as March 2008, **Aguilar** and **Wyatt** began embezzling from the escrow account by transferring money out of the escrow account into other accounts to pay for goods and services completely unrelated to Alliance Title Services.

41. It was further part of the conspiracy that as they continued to embezzle from the account, **Aguilar** and **Wyatt** knew the escrow account was operating at a significant deficit. As a result, **Aguilar** and **Wyatt** relied on the funding deposited into the escrow account from subsequent closings to satisfy payments from the escrow account related to previous closings.

42. It was further part of the conspiracy that **Wyatt** prepared or caused to be prepared HUD-1 statements which contained false statements. The HUD-1 statements falsely represented that Alliance Title Services had disbursed funds to the seller or entity holding the original mortgage on the property being refinanced. **Wyatt** then mailed, or caused to be mailed, closing documents, including the final HUD-1 statements, to the parties to the transaction.

43. It was further part of the conspiracy that **Wyatt** mailed, or caused to be mailed, disbursement checks drawn on the escrow account paying off the seller or the entity holding the original mortgage on the property being refinanced, knowing there were not enough funds in the escrow account to satisfy the payoff. Further, **Wyatt** sometimes failed to mail the payoff checks because she knew there were insufficient funds in the escrow account to satisfy the amount owed.

44. It was further part of the conspiracy that customers often called **Aguilar** and **Wyatt** after receiving a payoff check drawn on the escrow account that was returned for insufficient funds. **Aguilar** and **Wyatt** offered excuses as to why the escrow account had insufficient funds, including bank error and employee theft, but they never disclosed they were actually using money held in trust in the escrow account for their own purposes. **Aguilar** and **Wyatt** sometimes mailed out subsequent checks which actually cleared, but often times they mailed a second payoff check which likewise was returned because of insufficient funds in the escrow account.

45. During the course of the conspiracy, **Aguilar** and **Wyatt** misappropriated approximately \$1.3 million.

OVERT ACTS

In furtherance of the conspiracy and to effect the objects thereof, the coconspirators committed the following overt acts, among others, for the purpose of executing and continuing the conspiracy and agreement:

46. On or about March 27, 2008, **Aguilar** and **Wyatt** withdrew \$480,000 from the escrow account to pay toward an outstanding liability they owed to Anadarko Bank and Trust.

47. On or about April 28, 2008, **Aguilar** and **Wyatt** transferred \$50,000 from the escrow account to their "Household" checking account, First Bank and Trust Company checking account XXXXX98.

48. On or about June 18, 2008, **Aguilar** and **Wyatt** transferred \$150,000 from the escrow account to Bank 7 checking account XXXXX49. The balance of this Bank 7 account, which was opened as an "Operating" account for Alliance Title Services, was approximately \$7,400 just prior to the transfer. On the date of the \$150,000 transfer, **Aguilar** and **Wyatt** caused a transfer of \$100,000 from the Bank 7 checking account XXXXX49 to the "Richard Suzuki Operating Account" at Bank 7, checking account XXXXX92 ("Bank 7 Suzuki account").

49. On or about October 29, 2008, **Aguilar** and **Wyatt** transferred \$150,000 from the escrow account to the Alliance Title Services "Operating" account at First Bank and Trust Company, checking account XXXXX40.

50. On or about January 16, 2009, **Aguilar** and **Wyatt** made two separate transfers totaling \$7,500 from the escrow account to **Aguilar** and **Wyatt's** "Complicated Rental" account at First Bank and Trust Company, checking account XXXXX31.

51. On or about January 23, 2009, B.M. and S.M. refinanced their home located on Hillview Drive in Norman, Oklahoma. Alliance Title Services handled the closing and **Wyatt** served as the closing agent. After the funding from the lender was transferred into the escrow account and the other conditions were met, **Wyatt** prepared the final HUD-1 statement which showed that USAA Federal Savings Bank would be paid off in the amount of \$199,012.73, and the disbursement date would be January 28, 2009. On or about March 16, 2009, **Wyatt** caused check number 9844 made payable to USAA Federal Savings Bank for \$198,148.10 to be delivered by DHL Express to USAA Federal Savings Bank, Louisville, Kentucky. Upon receipt, USAA attempted to negotiate the check but it was returned for insufficient funds. USAA attempted to negotiate the check again on April 8, 2009, but it was returned for insufficient funds. After USAA repeatedly attempted to contact **Wyatt** and Alliance Title Services, they eventually contacted the borrowers, B.M. and S.M., and explained the circumstances. Beginning on April 16, 2009, B.M. and S.M. diligently attempted to contact **Wyatt** and Alliance Title Services, including by email, telephone, and actual visits to the office in Norman, Oklahoma. On or about April 17, 2009, **Aguilar** telephoned B.M. and explained that he was meeting with investors and he would promptly pay off the original mortgage. B.M. and S.M. never heard from **Aguilar** or **Wyatt** again. **Aguilar** and

Wyatt never paid off the approximate \$198,148.10 they owed USAA Federal Savings Bank.

52. On or about January 21, 2009, **Aguilar** and **Wyatt** transferred \$20,700 from the escrow account to the Bank 7 Suzuki account.

53. On or about January 27, 2009, **Aguilar** and **Wyatt** transferred \$9,000 from the escrow account to the Bank 7 Suzuki account.

54. On or about February 24, 2009, **Aguilar** and **Wyatt** transferred \$33,000 from the escrow account to the Bank 7 Suzuki account.

55. In March 2009, B.H. refinanced two properties located on Johnson Avenue in Purcell, Oklahoma, and one rural property located in Broken Bow, Oklahoma. Alliance Title Services handled the closings and **Wyatt** served as the closing agent each time. After the funding from the lender was wired into the escrow account and the other conditions were met, **Wyatt** prepared the final HUD-1 statements which showed that Wells Fargo would be paid off in the amount of \$229,310.74, and Oklahoma Heritage Bank would have two properties paid off in the amounts of \$87,983.13 and \$67,717.84, respectively. On or about March 9, 2009, **Wyatt** caused the closing documents, including the HUD-1 showing the payoff of \$87,983.13 to Oklahoma Heritage Bank, to be delivered by UPS to Arvest Bank, Lowell, Arkansas. On or about March 12, 2009, **Wyatt** caused check number 9837 made payable to Wells Fargo for \$229,310.74 to be delivered by UPS to Wells Fargo, Des Moines, Iowa. Wells Fargo attempted to negotiate the check but it was returned for insufficient funds. As reflected in Count Ten, on or about March 23, 2009, **Wyatt** caused check number 9856 made payable to Oklahoma

Heritage Bank for \$87,983.13 to be delivered by UPS to Oklahoma Heritage Bank, Stratford, Oklahoma. Oklahoma Heritage Bank attempted to negotiate this check, which related to one of the properties in Purcell, Oklahoma, refinanced by B.H., but it was returned for insufficient funds. Oklahoma Heritage Bank never received the payoff check for \$67,717.84 for the other property in Purcell, Oklahoma, that B.H. refinanced with Arvest Bank. After not receiving one payoff check and having another payoff check returned for insufficient funds, a representative with Oklahoma Heritage Bank contacted Alliance Title Services and demanded full payments. **Aguilar** spoke with the representative and attributed the issue to an accounting error. **Aguilar** assured the representative that Oklahoma Heritage Bank would be paid within two days. **Aguilar** and **Wyatt** never paid off the approximate \$87,983.13 and \$67,717.84 they owed Oklahoma Heritage Bank.

56. On or about March 13, 2009, **Aguilar** and **Wyatt** transferred \$10,000 from the escrow account to the Alliance Title Services "Operating" account at First Bank and Trust Company, checking account XXXXX40.

57. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in Counts Seven through Ten of this Indictment as overt acts of the conspiracy.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 7 – 10
(Mail Fraud)

58. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in Count Six of this Indictment as if fully set forth herein.

59. On or about the dates listed below, in the Western District of Oklahoma and elsewhere,

----- **ANTHONY E. AGUILAR and**
BRENDA K. WYATT, -----

aided and abetted by each other, for the purpose of executing and attempting to execute the above-described scheme and artifice to defraud, and to obtain money by means of materially false and fraudulent pretenses, representations and promises, knowingly and with the intent to defraud, caused the following documents to be sent, delivered, and moved by private or commercial interstate carrier from Alliance Title Services in Norman, Oklahoma, to the destinations described below, and in so doing, the scheme affected a financial institution:

COUNT	DATE	CARRIER	DOCUMENTS
7	March 6, 2009	UPS	Replacement payoff check number 9787 for \$88,072.77 drawn on the escrow account which was later returned for insufficient funds. The check, which pertained to the refinancing of a property located on Shadow Hill Lane in Norman, Oklahoma, by S.S. and A.S., was mailed to Bank of America in Getzville, New York.

COUNT	DATE	CARRIER	DOCUMENTS
8	March 12, 2009	UPS	Closing documents, including the HUD-1 prepared by Wyatt , which reflected a payoff to the original mortgage holder, Wells Fargo. The documents, which pertained to the refinancing of a property located on Johnson Avenue in Purcell, Oklahoma, by B.H., were mailed to Arvest Bank in Lowell, Arkansas.
9	March 20, 2009	FedEx	Closing documents, including the HUD-1 prepared by Wyatt , which reflected a payoff to the original mortgage holder, Oklahoma Heritage Bank. The documents, which pertained to the refinancing of a rural property located in Broken Bow, Oklahoma, by B.H., were mailed to Arvest Bank in Lowell, Arkansas.
10	March 23, 2009	UPS	Payoff check number 9856 for \$87,983.13 drawn on the escrow account which was later returned for insufficient funds. The check, which pertained to the refinancing of a property located on Johnson Avenue in Purcell, Oklahoma, by B.H., was mailed to Oklahoma Heritage Bank in Stratford, Oklahoma.

All in violation of Title 18, United States Code, Section 1341.

FORFEITURE ALLEGATIONS

60. The Grand Jury hereby alleges and incorporates by reference all of the allegations and statements contained in paragraphs 1 to 59 of this Indictment as if fully set forth herein.

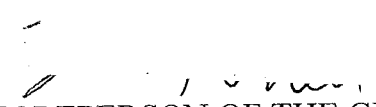
61. Upon conviction of any of the offenses alleged in Counts 1 through 10, **Anthony E. Aguilar** and **Brenda K. Wyatt** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United

States Code, Section 2461(c), any property constituting or derived from proceeds obtained directly or indirectly as a result of the offenses, including but not limited to a money judgment in the amount of the proceeds obtained as a result of the offenses.


62. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), **Anthony E. Aguilar** and **Brenda K. Wyatt** shall forfeit substitute property, up to the amounts described in paragraph 61, if, by any act or omission of the defendant, the property described in paragraph 61, or any portion of that property, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third person; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property that cannot be subdivided without difficulty.

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

A TRUE BILL:


FOREPERSON OF THE GRAND JURY


SANFORD C. COATS
United States Attorney


CHARLES W. BROWN
Assistant United States Attorney