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MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)
)
 vs.)
)
 OLANREWAJU J. OKULAJA,)
 MHDE ASKAR,)
 FESTUS SEGBAWU,)
 AL HOLMAN,)
 VIKTOR DOMNENKO, and)
 LILYA DOMNENKO)

No. 08 CR 179

Violations: Title 18, United States Code,
Sections 1343 and 2

UNDER SEAL

JUDGE NORGLER

MAGISTRATE JUDGE COLE

COUNT ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY charges:

1. At times material to this indictment:

a. Washington Mutual Bank FA ("WAMU") was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.

b. Countrywide Home Loans, Inc. (Countrywide) and WAMU made mortgage loans. Countrywide and WAMU required loan applicants to provide truthful information, including the applicant's employment, income, assets, and intention to occupy the residence being purchased, which information was material to the decision of Countrywide and WAMU to approve and fund the loan.

2. Beginning in or about February 2007, and continuing until in or about September 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

OLANREWAJU J. OKULAJA,
MHDE ASKAR,
FESTUS SEGBAWU,
AL HOLMAN,
VIKTOR DOMNENKO, and
LILYA DOMNENKO,

defendants herein, along with others known and unknown to the Grand Jury, devised and participated in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and material omissions, which scheme affected financial institutions, and is further described below.

3. It was part of the scheme that defendants OLANREWAJU J. OKULAJA, MHDE ASKAR, FESTUS SEGBAWU, AL HOLMAN, VIKTOR DOMNENKO, and LILYA DOMNENKO fraudulently obtained a total of at least approximately \$3,393,435 in mortgage loans from Countrywide and WAMU and, for the purpose of executing the scheme, caused interstate wire transmissions to fund these mortgage loans.

4. It was further part of the scheme that defendants OKULAJA, ASKAR, SEGBAWU, HOLMAN, and VIKTOR DOMNENKO recruited individuals to serve as nominee buyers of property. Defendants OKULAJA, ASKAR, and SEGBAWU promised the nominee buyers that they would not have to provide any of their own money; that they would receive cash back at the closing; that others would make the mortgage payments on their behalf; and that the property would only be in their names for approximately one year before it was sold.

5. It was further part of the scheme that defendants OKULAJA and ASKAR obtained from an individual known to the Grand Jury false employment documentation in the names of the nominee buyers for use in fraudulent mortgage loan applications.

6. It was further part of the scheme that defendant ASKAR caused an individual known to the Grand Jury to prepare fraudulent mortgage loan applications on behalf of a nominee buyer using a name, date of birth, social security number and false employment information.

7. It was further part of the scheme that defendants OKULAJA, ASKAR, VIKTOR DOMNENKO, and LILYA DOMNENKO submitted and caused to be submitted to loan officers fraudulent mortgage loan applications on behalf of the nominee buyers, well knowing that the loan applications contained material false statements concerning the nominee buyer's employment, income, assets and intention to occupy the residence being purchased.

8. It was further part of the scheme that defendants OKULAJA and ASKAR obtained and attempted to obtain "stated income" loans for the nominee buyers, that is, loans which only required the nominee buyer to state his or her income on the loan application and not to provide documentation supporting the stated income, by making and causing false representations to be made concerning the nominee buyer's income.

9. It was further part of the scheme that defendants OKULAJA and ASKAR obtained and attempted to obtain 100% financing on behalf of the nominee buyers, and that, when the nominee buyer was required to make a down payment, defendants OKULAJA and ASKAR provided funds which they knowingly caused to be falsely represented to Countrywide and WAMU as having been provided by the nominee buyer.

10. It was further part of the scheme that defendants OKULAJA and ASKAR created business entities and caused these entities to receive payments at closings in order to conceal from Countrywide and WAMU the defendants' roles in the transactions and receipt of fraudulently obtained mortgage loan proceeds.

11. It was further part of the scheme that defendants OKULAJA, ASKAR, SEGBAWU, HOLMAN, VIKTOR DOMNENKO, and LILYA DOMNENKO attended closings of properties purchased with fraudulently obtained mortgage loans to ensure that defendants received their share

of the fraudulently obtained mortgage loan proceeds.

12. It was further part of the scheme that defendants OKULAJA, ASKAR, VIKTOR DOMNENKO and LILYA DOMNENKO distributed proceeds of fraudulently obtained mortgage loans to recruiters of nominee buyers, and to others who had assisted in fraudulently obtaining the mortgage loan.

919 ARBOR LANE, WHEATON, ILLINOIS

13. It was further part of the scheme that, in approximately February 2007, defendant LILYA DOMNENKO agreed to purchase 919 Arbor Lane, Wheaton, Illinois, which her husband, defendant VIKTOR DOMNENKO had built through his construction company, Creative Builders, and which he owned through JVS Development Corporation.

14. It was further a part of the scheme that defendant LILYA DOMNENKO submitted loan applications to WAMU for approximately \$990,000 and approximately \$241,000 to purchase 919 Arbor Lane, Wheaton, Illinois, which application defendant LILYA DOMNENKO well knew falsely represented that she was employed by Creative Builders and that she earned approximately \$37,500 per month.

15. It was further a part of the scheme that defendant LILYA DOMNENKO purchased 919 Arbor Lane with the fraudulently obtained mortgage loan proceeds and defendant VIKTOR DOMNENKO received approximately \$80,000 of the loan proceeds as part of the transaction.

16. It was further part of the scheme that, in approximately June 2007, defendant OKULAJA requested that defendant SEGBAWU recruit a nominee buyer to purchase 919 Arbor Lane from defendant LILYA DOMNENKO.

17. It was further a part of the scheme that defendants SEGBAWU and HOLMAN

recruited an individual to use a stolen identity in the name of "Robert Valle" and introduced this individual to defendant OKULAJA as the nominee buyer for 919 Arbor Lane.

18. It was further part of the scheme that defendant OKULAJA paid an individual known to the Grand Jury approximately \$500 to obtain false employment information in the name of "Robert Valle" to support an application in the name of "Robert Valle" to purchase 919 Arbor Lane from defendant LILYA DOMNENKO.

19. It was further part of the scheme that defendant OKULAJA provided defendant ASKAR with the false employment information in the name of "Robert Valle" so that defendant ASKAR could, in turn, provide this false employment information to a loan officer in order to obtain a mortgage loan in "Robert Valle's" name to purchase 919 Arbor Lane.

20. It was further part of the scheme that defendants OKULAJA, ASKAR and a person known to the Grand Jury caused to be prepared and submitted to Countrywide applications on behalf of "Robert Valle" for loans totaling \$1,150,000 to purchase 919 Arbor Lane, which applications defendants OKULAJA and ASKAR well knew falsely represented that "Valle" was employed by Grant Construction, had been so employed for 9 years; had a monthly income of \$22,555; had \$123,701.51 in a savings account; intended to occupy 919 Arbor as his primary residence; and would bring approximately \$48,056.94 to the closing as a portion of the purchase price for 919 Arbor Lane.

21. It was further part of the scheme that, on or about June 25, 2007, defendants OKULAJA and ASKAR obtained two \$25,000 money orders which listed "Robert Valle" as the remitter, which money orders defendants OKULAJA and ASKAR well knew had not been drawn on funds provided by "Robert Valle" but had been obtained by ASKAR for the purpose of providing the down payment to allow the 919 Arbor Lane sale to close.

22. It was further part of the scheme that, on or about June 25, 2007, at the closing of the sale of 919 Arbor Lane, defendants OKULAJA and VIKTOR DOMNENKO prepared a signed statement which falsely represented that defendant VIKTOR DOMNENKO owed \$162,000 to Mattre Developers, LLC (“Mattre”), an Illinois corporation defendant OKULAJA created as a means by which to make his receipt of loan proceeds through real estate transactions appear to be legitimate.

23. It was further part of the scheme that, on or about June 25, 2007, defendant LILYA DOMNENKO endorsed a check payable to her in the amount of approximately \$129,490.04 as the seller of 919 Arbor Lane and gave that check to defendants OKULAJA and ASKAR, well knowing that she had relinquished what appeared on the closing documentation to have been her profit as the seller of 919 Arbor Lane to two individuals who had no disclosed connection to the sale of 919 Arbor Lane.

24. It was further part of the scheme that defendants OKULAJA, ASKAR and SEGBAWU divided among themselves the proceeds of the \$129,490.04 check.

25. It was further part of the scheme that, on or about August 30, 2007, after the closing on 919 Arbor Lane, defendant VIKTOR DOMNENKO gave checks payable to defendants OKULAJA and HOLMAN in the amounts of \$10,000 and \$30,000, respectively, as additional payment for recruiting the nominee buyer for 919 Arbor Lane.

1619 SUNSET RIDGE, GLENVIEW, ILLINOIS

26. It was further part of the scheme that, in 2007, defendant OKULAJA, with the assistance of other individuals known to the Grand Jury, recruited a nominee buyer to purchase 1619 Sunset Ridge, Glenview, Illinois.

27. It was further part of the scheme that defendant OKULAJA provided defendant ASKAR with the false employment information OKULAJA had obtained in the nominee buyer's name so that defendant ASKAR could, in turn, provide this false employment information to a loan officer in order to obtain a mortgage loan on behalf of the nominee buyer to purchase 1619 Sunset Ridge.

28. It was further part of the scheme that defendants OKULAJA and ASKAR caused to be prepared and submitted to WAMU an application on behalf of a nominee buyer for a \$2,309,230 loan to purchase 1619 Sunset Ridge, which defendants OKULAJA and ASKAR well knew falsely represented that the nominee buyer was employed by Grant Construction Co.; had been so employed for 5 years; had a monthly income of \$48,754; had \$347,814 in one bank account and \$417,384 in another bank account; intended to occupy 1619 Sunset Ridge as his primary residence, and would bring approximately \$712,177 to the closing as a portion of the purchase price for 1619 Sunset Ridge.

29. It was further part of the scheme that, on or about September 21, 2007, at the closing for the purchase of 1619 Sunset Ridge, defendants OKULAJA, ASKAR, and an individual known to the Grand Jury caused a \$675,000 cashier's check and a \$12,106.40 money order to be presented as the purported down payment from the nominee buyer when, as defendants OKULAJA and ASKAR well knew, the funds used to acquire the cashier's check and the money order belonged to the individual known to the Grand Jury who had provided the funds represented by the monetary instruments intending to obtain loan proceeds in an amount representing the amount of the funds plus an approximately 8% profit for the short term use of the funds.

30. It was further part of the scheme that, on or about September 21, 2007, at the closing for the purchase of 1619 Sunset Ridge, defendants OKULAJA and ASKAR caused the title company to disburse two checks, one in the amount of \$674,830 payable to Inland Development, LLC, an Illinois corporation, which defendant OKULAJA created as a means by which to make his receipt of loan proceeds through real estate transactions appear to be legitimate, and the other in the amount of \$730,000 payable in the name of a company controlled by the individual known to the Grand Jury who had provided the funds used to acquire the cashier's check and the money order which purported to be the nominee buyer's down payment.

31. It was further part of the scheme that, on or about September 21, 2007, defendant OKULAJA negotiated the \$674,830 check and shared the proceeds with defendant ASKAR and an individual known to the Grand Jury.

32. It was further part of the scheme that defendants OKULAJA, ASKAR, SEGBAWU, HOLMAN, VIKTOR DOMNENKO and LILYA DOMNENKO did misrepresent, conceal and hide, and cause to be misrepresented, concealed and hidden, acts done in furtherance of the scheme and the purpose of those acts, beyond those acts of concealment set forth above.

33. On or about June 25, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

OLANREWAJU J. OKULAJA,
MHDE ASKAR,
FESTUS SEGBAWU,
AL HOLMAN,
VIKTOR DOMNENKO, and
LILYA DOMNENKO,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$918,073.06, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of 919 Arbor Lane, Wheaton, Illinois;

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

COUNT TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 32 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about June 25, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

OLANREWAJU J. OKULAJA,
MHDE ASKAR,
FESTUS SEGBAWU,
AL HOLMAN,
VIKTOR DOMNENKO, and
LILYA DOMNENKO,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from New York, New York, to Chicago, Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$172,500.00, which funds were the proceeds of a mortgage loan made by Countrywide for the purchase of 919 Arbor Lane, Wheaton, Illinois;

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

COUNT THREE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of paragraphs 1 through 12 and 26 through 32 of Count One are realleged and incorporated as though fully set forth herein.
2. On or about September 21, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere,

OLANREWAJU J. OKULAJA, and
MHDE ASKAR,

defendants herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of a wire communication in interstate commerce from Stockton, California to Illinois, certain signs, signals and sounds, namely, a wire transfer of approximately \$2,302,862, which funds were the proceeds of a mortgage loan made by WAMU for the purchase of 1619 Sunset Ridge, Glenview, Illinois;

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

FORFEITURE ALLEGATION ONE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of Counts 1 and 2 of this Indictment are realleged and incorporated by reference as if fully restated herein for the purpose of alleging that certain property is subject to forfeiture 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).

2. As a result of their violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

OLANREWAJU J. OKULAJA,
MHDE ASKAR,
FESTUS SEGBAWU,
AL HOLMAN,
VIKTOR DOMNENKO, and
LILYA DOMNENKO,

defendants herein, 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 and all right, title, and interest they may have in any property, real and personal, involved in the wire fraud offenses, and traceable to the property involved in the offenses, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

3. The interests of the defendants subject to forfeiture 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), include the sum of approximately \$3,393,435.

4. By virtue of the commission of the offenses charged in Counts 1 through 3 of this Indictment by the defendants, all right, title or interest that defendants have in the above-described

property is vested in the United States and hereby forfeit pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

5. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value;
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States to seek forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION TWO

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of Counts 1 through 3 of this Indictment are realleged and incorporated by reference as if fully restated herein for the purpose of alleging that certain property is subject to forfeiture 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).

2. As a result of his violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

OLANREWAJU J. OKULAJA,

defendant herein, 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 and all right, title, and interest they may have in any property, real and personal, involved in the wire fraud offenses, and traceable to the property involved in the offenses, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

3. The interests of the defendant subject to forfeiture 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), includes \$323,080.19 and the following items of jewelry: (a) one gentleman's Rolex "Daytona" watch with band number 78499; (b) one gentleman's automatic Breitling strap watch Model No. B13356 and Serial No. 2169248; (c) one Chanel bracelet watch; (d) one imitation gentleman's "Rolex" watch; and (e) one Luminor Panerai watch Nos. OP 6665 and PB 537010.

4. By virtue of the commission of the offenses charged in Counts 1 through 3 of the Indictment by the defendant, all right, title or interest that defendant has in the above-described

property is vested in the United States and hereby forfeit pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

5. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value;
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States to seek forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION THREE

The SPECIAL FEBRUARY 2008-1 GRAND JURY further charges:

1. The allegations of Counts 1 through 3 of this Indictment are realleged and incorporated by reference as if fully restated herein for the purpose of alleging that certain property is subject to forfeiture 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).

2. As a result of his violations of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

MHDE ASKAR,

defendant herein, 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 and all right, title, and interest they may have in any property, real and personal, involved in the wire fraud offenses, and traceable to the property involved in the offenses, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

3. The interests of the defendant subject to forfeiture 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), includes \$375,095.60.

4. By virtue of the commission of the offenses charged in Counts 1 through 3 of this Indictment by the defendant, all right, title or interest that defendant has in the above-described property is vested in the United States and hereby forfeit pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

5. If any of the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value;
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States to seek forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY