

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 RYAN BONNEAU,)
 LEANNE BOOTH,)
 TROY MARTIN,)
)
 Defendants.)

NO. CR 06- 380 -MO

INDICTMENT

[18 U.S.C. §§ 1343, 1014, 1028A, 1512,
1956, 1957, Forfeiture]

THE GRAND JURY CHARGES:

Introduction to Counts 1-11

At material times:

1. **LEANNE BOOTH (BOOTH)** was a real estate loan broker. **TROY MARTIN (MARTIN)** was a real estate sales agent. **BOOTH** and **MARTIN** together owned real property located at 13515 NE Marine Drive, Portland, Oregon (13515 Marine Drive). In about October 2004, **BOOTH** and **MARTIN** listed 13515 Marine Drive for sale for \$379,960. **MARTIN** and a Portland resident named Reiter together owned real property located at 13531 NE Marine Drive, Portland, Oregon (13531 Marine Drive) which is next door to 13515 Marine Drive. In about March 2005, **MARTIN** and Reiter listed 13531 Marine Drive for sale for \$400,000.

2. **RYAN BONNEAU (BONNEAU)**, a resident of Portland, wanted to purchase 13515 Marine Drive, and also wanted to arrange for the sale of 13531 Marine Drive. **BONNEAU** was a convicted federal felon serving a term of supervised release as part of a sentence previously imposed. Among other conditions of supervised release **BONNEAU** was required to report his participation in certain types of financial transactions, including the purchase of real estate, to a Probation Officer with the Office of Parole and Probation in Portland, Oregon.

Scheme to Defraud Involving 13515 Marine Drive

3. Beginning in about November 2004 and continuing to about January 2005, **BONNEAU**, **BOOTH**, **MARTIN** and others, known and unknown to the grand jury, devised a material scheme to defraud Union Federal Bank of Indianapolis (UFB) a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation (FDIC) and to obtain money from UFB by materially false and fraudulent pretenses representations and promises as follows. It was part of the scheme that:

4. **BONNEAU** agreed to purchase 13515 Marine Drive for \$350,000. **BONNEAU**, **BOOTH** and **MARTIN** agreed to fraudulently inflate the price to \$450,000 so that he, **BONNEAU**, could attempt to fraudulently divert the excess proceeds, estimated to be \$85,000 after costs, to his own use.

5. **BONNEAU**, **BOOTH** and **MARTIN** agreed to change the 13515 Marine Drive listing price in the multiple listing service from \$379,960 to \$450,000 to support the artificially selected higher value. **BONNEAU**, **BOOTH** and **MARTIN** prepared a purchase agreement at the higher price. **BONNEAU**, **BOOTH** and **MARTIN** prepared an addendum to the purchase agreement fraudulently reflecting that the excess funds, estimated to be \$85,000, which were in fact to be

diverted to **BONNEAU**, were to be used to make repairs to 13515 Marine Drive. **BOOTH** arranged for Stewart Title to handle the transaction.

6. **BONNEAU** recruited an associate to pose as the buyer (straw buyer) and take title to 13515 Marine Drive so **BONNEAU'S** name would not appear on the title. Although he never met the straw buyer, **MARTIN** agreed to and did act as the sales agent for the straw buyer.

7. **BONNEAU** caused the submission of false loan application papers for the straw buyer which misrepresented and overstated the straw buyer's qualifications for the loan. **BONNEAU**, **BOOTH** and **MARTIN** failed to disclose the existence of the repair addendum to UFB.

8. **BONNEAU** caused an unauthorized, fraudulent and inflated appraisal of 13515 Marine Drive at \$450,000 to be delivered to UFB. UFB approved the requested loans.

9. At the buyer's closing, a Stewart Title agent noticed that the lender's instructions did not reference the addendum relating to repairs, and notified **MARTIN** of the discrepancy. **MARTIN** instructed the agent not to tell the lender about the repair addendum while the discrepancy was worked out, and the agent refrained from doing so.

10. At the seller's closing, **BONNEAU**, **BOOTH** and **MARTIN** rescinded the repair addendum and **BOOTH** falsely instructed the Stewart Title agent that the excess proceeds, \$86,500, were to be paid for her benefit in the form of the payment on a debt for which she was personally liable at the Portland Postal Employees Credit Union. Since **BOOTH** was a seller, and thus entitled to proceeds of the sale, this instruction along with the rescission of the addendum was intended to deceive the Stewart Title agent and UFB by leading them to believe that the funds were being disbursed consistent with the UFB's instructions. As **BONNEAU**, **BOOTH** and **MARTIN** then knew, the credit union account was in fact an account through

which **BONNEAU** would have access to the funds. As **BONNEAU** then knew, the account was owned by his parents, who permitted **BONNEAU** to deposit the funds and control their disposition, enabling **BONNEAU** to conceal his receipt of the funds from his Probation Officer. **BOOTH** and **MARTIN** signed closing documents reflecting these false instructions.

11. After closing documents were signed, Stewart Title notified the lender who disbursed loan proceeds to Stewart Title. Stewart Title then disbursed proceeds of the transaction due to **BONNEAU**, **BOOTH** and **MARTIN** in the following approximate amounts: \$38,000 to **BOOTH** and \$38,000 **MARTIN** representing their 50/50 share of the profit on the sale of the property, and \$86,500 to the account controlled by **BONNEAU**.

12. **BONNEAU**, **BOOTH** and **MARTIN** used interstate wire transmission facilities to send fax transmissions and e-mail and caused Stewart Title and UFB to use such facilities to send fax transmissions and e-mail and wire transfer proceeds of the transaction:

Counts 1-3

Wire fraud

13. Paragraphs 1 and 2 are re-alleged.

14. On or about the dates listed below for each count, in the State and District of Oregon, **BONNEAU**, **BOOTH** and **MARTIN**, defendants herein, having devised and intending to devise the material scheme to defraud involving 13515 Marine Drive described in paragraphs 3-12 above, did knowingly transmit and cause to be transmitted by means of wire, radio and television

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communication, in interstate commerce, the writings, signs, signals, pictures, and sounds described below for each count, for the purpose of executing said scheme; all in violation of Title 18, United States Code, Section 1343.

<u>Count</u>	<u>Date</u>	<u>Interstate Wire</u>
1	01/17/05	Fax notice of closing on 13515 Marine Drive from Stewart Title Portland, Oregon to UFB, Fort Wayne, Indiana
2	01/20/05	Wire transfer of approximately \$90,243.80 from UFB, Fort Wayne, Indiana to Stewart title account, US Bank, Portland, Oregon
3	01/20/05	Wire transfer of approximately \$354,021.56 from UFB, Fort Wayne, Indiana to Stewart title account, US Bank, Portland Oregon

Count 4

Aggravated Identity Theft

15. Paragraphs 1 and 2 are re-alleged.

16. On or about December 28, 2004, in the State and District of Oregon, **BONNEAU**, defendant herein, during and in relation to the felony violations described in Counts 1-3, and 5-6 knowingly possessed and used, without lawful authority, a means of identification of Ali Harati, to wit: by aiding and abetting, counseling, commanding, inducing and procuring Kirksel Bird to use the name Ali Harati and Harati's Oregon state appraisal license number and pose as Ali Harati for the purpose of Bird's completion and submission of an appraisal of real property located at 13515 NE Marine Drive, Portland, Oregon, as described in Counts 1-3; all in violation of Title 18, United States Code, Section 1028A.

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Count 5

False Statement to a Financial Institution

17. Paragraphs 1 and 2 are re-alleged.

18. On or about December 28, 2004, in the State and District of Oregon, **BONNEAU**, defendant herein, knowingly made and caused to be made a false statement to Union Federal Bank (UFB), an institution the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing UFB's action upon an application for mortgage loans on 13515 Marine Drive to wit: by causing an appraisal of 13515 Marine Drive to be delivered to UFB, which appraisal was false in that the reported property value was inflated, and it contained the forged signature of a licensed appraiser named Harati, along with Harati's license number, all without Harati's knowledge or consent; all in violation of Title 18, United States Code, Section 1014.

Count 6

False Statement to a Financial Institution

19. Paragraphs 1 and 2 are re-alleged.

20. On or about January 17, 2005, in the State and District of Oregon, **BONNEAU**, **BOOTH** and **MARTIN**, defendants herein, knowingly made and caused to be made a false statement to Union Federal Bank (UFB), an institution the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing UFB's action on mortgage loans on 13515 Marine Drive, Portland, Oregon to wit: by causing a false representation in closing documents on the sale of 13515 Marine Drive, which documents were delivered to UFB as part of the process of funding the mortgage loans on 13515 Marine Drive, that \$86,500 of the loan

proceeds were to be paid on behalf of the seller, **BOOTH**, and for her benefit, to an account at Portland Postal Employees Credit Union, knowing and concealing from UFB that said proceeds were not being paid for her benefit but were in fact being diverted to **BONNEAU'S** use; all in violation of Title 18, United States Code, Section 1014.

Count 7

Money Laundering

21. Paragraphs 1 and 2 are re-alleged.

22. On or about January 20, 2005, within the State and District of Oregon, **BONNEAU**, **BOOTH** and **MARTIN**, defendants herein, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, did conduct and attempt to conduct a financial transaction in connection with the closing of the sale of 13515 Marine Drive, to wit: by causing and instructing Stewart Title to issue a check drawn on an account at the Bank of the Cascades in the amount of \$86,500 payable to Portland Postal Employees Credit Union account number XX515, knowing that the transaction was designed, in whole or in part to conceal or disguise the nature, location, ownership and control of the proceeds of specified unlawful activity, to wit: wire fraud and false statements to a financial institution as alleged in Counts 1-3 and 5-6, which are violations of Title 18, United States Code, Sections 1343 and 1014; all in violation of Title 18, United States Code, Section 1956(a)(1)(B)(I).

Counts 8-11

Prohibited Monetary Transactions

23. Paragraphs 1 and 2 are re-alleged.

24. On or about the dates listed below for each count, in the State and District of Oregon,

BONNEAU, BOOTH and **MARTIN**, defendants herein, did knowingly engage in and attempt to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, as listed below for each count, which property was derived from specified unlawful activity, that is: wire fraud and false statements to a financial institution as alleged in Counts 1-3 and 5-6; all in violation of Title 18, United States Code, Section 1957:

<u>Count</u>	<u>Date</u>	<u>Approx. Amount</u>	<u>Monetary Transaction</u>
8	01/17/05	\$38,427.13	Check drawn on the Bank of the Cascades payable to Troy Martin
9	01/17/05	\$38,427.13	Check drawn on the Bank of the Cascades payable to Leanne Booth
10	01/28/05	\$76,678.95	Check drawn on the Portland Postal Employees Credit Union payable to Ryan Bonneau
11	01/28/05	\$76,678.95	Check drawn on the Portland Postal Employees Credit Union payable to GMAC Mortgage

Introduction to Counts 12-22

At material times:

25. Paragraphs 1 and 2 are re-alleged.

Scheme to Defraud involving 13531 Marine Drive

26. Beginning in about November 2004 and continuing to about 2005, **BONNEAU** and **MARTIN** and others, known and unknown to the grand jury, devised a material scheme to defraud Union Federal Bank of Indianapolis (UFB) a financial institution the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain money from UFB by
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materially false and fraudulent pretenses representations and promises as follows. It was part of the scheme that:

27. **BONNEAU** found a buyer for 13531 Marine Drive for \$350,000. **BONNEAU** and **MARTIN** agreed to fraudulently inflate the price of the property to \$400,000 so that he, **BONNEAU**, could attempt to fraudulently divert approximately \$50,000 of excess proceeds of the sale to his own use, and the use of the buyer. **MARTIN** arranged for Ticor Title to handle the transaction. **MARTIN** acted as agent for both buyer and seller.

28. **BONNEAU** caused the submission of false loan application papers for the buyer which misrepresented and overstated the qualifications of the buyer for the loans. **BONNEAU** and **MARTIN** failed to disclose to UFB the planned diversion of funds to **BONNEAU** and the buyer.

29. **BONNEAU** caused an unauthorized, fraudulent and inflated appraisal of 13531 Marine Drive at \$400,000 to be delivered to UFB. UFB approved the requested loan.

30. At the seller's closing, **MARTIN** caused Reiter to falsely instruct the Ticor Title agent that the excess proceeds, which totaled \$50,000, were to be paid on behalf of and for the seller's benefit with \$30,000 payable to the Portland Postal Employees Credit Union, and the remaining \$20,000 payable to a person named Amy Patino purportedly for reimbursement of "repairs and rehab" expenses of 13531 Marine Drive. Since Rieter was a seller, and thus entitled to receive the proceeds of the sale, these instructions were designed to deceive the Ticor Title agent and UFB by leading them to believe that the funds were being disbursed in accordance with UFB's instructions. As **BONNEAU** and **MARTIN** then knew, the credit union account was in fact an account through which **BONNEAU** would have access to the funds. As **BONNEAU** then knew, the account was owned by **BONNEAU'S** parents, who permitted **BONNEAU** to deposit the

funds and control their disposition, enabling **BONNEAU** to conceal his receipt of the funds from UFB and his Probation Officer. **BONNEAU** and **MARTIN** also knew that the Patino was not entitled to \$20,000 reimbursement for “repairs and rehab” since no such repairs had been made prior to closing. **BONNEAU** and **MARTIN** caused Reiter to sign closing documents reflecting these false instructions.

31. After closing documents were signed, Ticor Title notified the lender, UFB, who disbursed loan proceeds to Ticor Title. Ticor Title then disbursed proceeds of the transaction, including payments in the following approximate amounts: \$60,479 to **MARTIN** representing his 50% share of the profit on the sale of the property, \$30,000 to the account controlled by **BONNEAU** and \$20,000 to the buyer.

32. **BONNEAU** and **MARTIN** used interstate wire transmission facilities to send e-mails and fax transmissions and caused UFB and Stewart Title to use such facilities to send e-mails and fax transmissions and to wire transfer proceeds of the transaction.

Counts 12-14

Wire Fraud

33. Paragraphs 1 and 2 are re-alleged.

34. On or about the dates listed below for each count, in the State and District of Oregon, **BONNEAU** and **MARTIN**, defendants herein, having devised and intending to devise the material scheme described in paragraphs 26-32 above, did knowingly transmit and cause to be transmitted by means of wire, radio and television communication, in interstate commerce, the

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writings, signs, signals, pictures, and sounds described below for each count, for the purpose of executing said scheme; all in violation of Title 18, United States Code, Section 1343.

<u>Count</u>	<u>Date</u>	<u>Interstate Wire</u>
12	07/19/05	Facsimile transmission from Embassy Suites Hotel, Denver, Colorado to Ticor Title, Portland, Oregon of Amended Settlement Statement for sale of 13531 NE Marine Drive signed by seller Brian Rieter
13	07/20/05	Wire transfer of approximately \$76,611.76 from Union Federal Bank, Fort Wayne, Indiana, to Ticor Title account U.S. Bank, Portland, Oregon
14	07/20/05	Wire transfer of approximately \$319,907.51 from Union Federal Bank, Fort Wayne, Indiana, to Ticor Title account U.S. Bank, Portland, Oregon

Count 15

Aggravated Identity Theft

35. Paragraphs 1 and 2 are re-alleged.

36. On or about March 25, 2005, in the State and District of Oregon, **BONNEAU**, defendant herein, during and in relation to the felony violations described in Counts 12-14, and 16-17, knowingly possessed and used, without lawful authority, a means of identification of Ali Harati, to wit: by aiding and abetting, counseling, commanding, inducing and procuring Kirksel Bird to use the name Ali Harati and Harati's Oregon state appraisal license number and pose as Ali Harati for the purpose of Bird's completion and submission of an appraisal of real property located at 13531 Marine Drive, as described in Counts 12-14; all in violation of Title 18, United States Code, Section 1028A.

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Count 16

False Statement to a Financial Institution

37. Paragraphs 1 and 2 are re-alleged.

38. On or about March 25, 2005, in the State and District of Oregon, **BONNEAU**, defendant herein, knowingly made and caused to be made a false statement to Union Federal Bank (UFB), an institution the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing UFB's action upon an application for a mortgage loan on 13531 Marine Drive, Portland, Oregon to wit: by causing an appraisal of 13531 Marine Drive to be delivered to UFB, which appraisal was false in that the property value reported was inflated and it contained the forged signature of a licensed appraiser named Harati, along with the Harati's license number, all without Harati's knowledge or consent; all in violation of Title 18, United States Code, Section 1014.

Count 17

False Statement to a Financial Institution

39. Paragraphs 1 and 2 are re-alleged.

40. On or about January 17, 2005, in the State and District of Oregon, **BONNEAU** and **MARTIN**, defendants herein, knowingly made and caused to be made a false statement to Union Federal Bank (UFB), an institution the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing UFB's action on mortgage loans on 13531 Marine Drive, Portland, Oregon to wit: by falsely representing in closing documents on the sale of 13531 Marine Drive, which documents were delivered to UFB as part of the process of funding the mortgage loans, that \$30,000 of the loan proceeds were to be paid on behalf of and

for seller Rieter's benefit, to an account at Portland Postal Employees Credit Union, when they knew and concealed from UFB that said proceeds were not being paid for Rieter's benefit but were in fact being diverted to **BONNEAU'S** use, and that \$20,000 of the proceeds were to be paid on behalf of and for seller Reiter's benefit to Amy Patino for reimbursement for property "repairs and rehab," when they knew and concealed from UFB that said proceeds were not being paid for Rieter's benefit and that no such repairs and rehab had taken place; all in violation of Title 18, United States Code, Section 1014.

Count 18

Money Laundering

41. Paragraphs 1 and 2 are re-alleged.

42. On or about July 20, 2005, within the District of Oregon, **BONNEAU** and **MARTIN**, defendants herein, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, did conduct and attempt to conduct a financial transaction in connection with the closing of the sale of 13531 Marine Drive, to wit: by causing and instructing Ticor Title to issue a check drawn on an account at the Bank of the Cascades in the amount of \$30,000 payable to Portland Postal Employees Credit Union account number XX515, knowing that the transaction was designed, in whole or in part to conceal or disguise the nature, location, ownership and control of the proceeds of specified unlawful activity, to wit: wire fraud and false statements to a financial institution, violations of Title 18, United States Code, Sections 1343 and 1014 as alleged in Counts 12-14 and 16-17; all in violation of Title 18, United States Code, Section 1956(a)(1)(B)(I).

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Counts 19-20

Prohibited Monetary Transactions

43. Paragraphs 1 and 2 are re-alleged.

44. On or about the dates listed below for each count, in the State and District of Oregon, **BONNEAU** and **MARTIN**, defendants herein, did knowingly engage in and attempt to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, as listed below for each count, which property was derived from specified unlawful activity, that is: wire fraud and false statements to a financial institution, violations of Title 18, United States Code, Sections 1343 and 1014, as alleged in Counts 12-14 and 16-17; all in violation of Title 18, United States Code, Section 1957:

<u>Count</u>	<u>Date</u>	<u>Approx. Amount</u>	<u>Monetary Transaction</u>
19	07/20/05	\$20,000	Check drawn on the U.S. Bank account of Ticor Title payable to Amy Patino
20	07/20/05	\$60,479	Check drawn on the U.S. Bank account of Ticor Title payable to Troy Martin

Count 21

Tampering with a witness

45. Paragraphs 25-32 are re-alleged.

46. On or about October 2005, in the State and District of Oregon, **TROY MARTIN (MARTIN)** defendant herein, did corruptly persuade and attempt to persuade Stephanie Bates, an agent employed at Ticor Title who had participated in the closing of the sale of 13531 Marine Drive to:

a. Not tell federal agents investigating the sale of 13531 Marine Drive that the account at the Portland Postal Employees Credit Union to which \$30,000 was disbursed by Ticor Title belonged to Ryan Bonneau's parents.

b. Keep the information referred to in (a) secret between Bates and **MARTIN**, with intent to hinder, delay and prevent the communication to said federal agents of information relating to the commission of a federal offense involving wire fraud and false statements to a financial institution as alleged in Counts 12-14 and 16-17; all in violation of Title 18, United States Code, Section 1512.

FORFEITURE ALLEGATION

(18 U.S.C. §§ 1956, 1957 proceeds)

47. Pursuant to Title 18, United States Code, Section 982(a)(1), each defendant who is convicted of one or more of the offenses set forth in Counts 7, 8-11, 18, 19-21 shall forfeit to the United States the following property:

a. All right, title, and interest in any and all property involved in each offense in violation of Title 18, United States Code, Section 1956 or 1957, or conspiracy to commit such offense, for which the defendant is convicted, and all property traceable to such property, including the following: 1) all money or other property that was the subject of each transaction, transportation, transmission or transfer in violation of Section 1956 or 1957; 2) all commissions, fees and other property constituting proceeds obtained as a result of those violations; and 3) all property used in any manner or part to commit or to facilitate the commission of those violations.

b. A sum of money equal to the total amount of money involved in each offense, or conspiracy to commit such offense, for which the defendant is convicted. If more than one

defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

48. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), each defendant shall forfeit substitute property, up to the value of the amount described in paragraph 1, if, by any act or omission of the defendant, the property described in paragraph 47, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

49. All in accordance with Title 18, United States Code, Section 982(a)(1), and Rule 32.2(a), Federal Rules of Criminal Procedure.

FORFEITURE ALLEGATION

(18 U.S.C. § 1343, 1014 proceeds)

50. Paragraphs 1 and 2 are re-alleged.

51. Upon conviction of one or more of the offenses alleged in Counts 1-3, 5-6, 12-14, 16-17 of this Indictment, defendants **BONNEAU, BOOTH AND MARTIN** shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violation(s), including but not limited to, a sum of money representing the amount of proceeds obtained as a result of the offenses of wire fraud, 18 U.S.C. § 1343, and false statement to a financial institution, 18 U.S.C. § 1014, as alleged in the above listed Counts, and if more than one defendant is convicted of an offense, said defendants are jointly and severally liable.

52. If any of the above-described forfeitable property, as a result of any act or omission of the defendant(s):

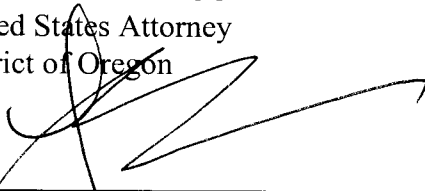
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot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

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendants up to the value of the forfeitable property described above.

DATED this 19th day of September 2006.

A TRUE BILL.

Presented by:
KARIN J. IMMERGUT
United States Attorney
District of Oregon



LANCE CALDWELL, OSB #77404
Assistant United States Attorney