

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, ) (18 U.S.C. § 1343)  
 ) (18 U.S.C. § 1957)  
v. ) (18 U.S.C. § 982(a)(1))  
 ) (28 U.S.C. § 2461(c))  
MICAH JOHN BEAUMIA, )  
 )  
Defendant. )

INDICTMENT

CR 09-121 JMR/JSM

THE UNITED STATES GRAND JURY CHARGES THAT:

COUNTS 1-9  
(Wire Fraud)

1. At all relevant times, defendant MICAH JOHN BEAUMIA was a resident of the State of Minnesota.
2. At all relevant times, Anderson Gabriel Mortgage, Inc., was a corporation located in Alexandria, Minnesota, and in the business of obtaining mortgage loans for consumers.
3. At all relevant times, LHS Mortgage, Inc., was a corporation located in Burnsville, Minnesota, and in the business of obtaining mortgage loans for consumers.
4. At all relevant times, the defendant either obtained mortgage loans through LHS Mortgage, Inc., or acted as a mortgage broker for Anderson Gabriel Mortgage, Inc.

PURPOSE OF THE SCHEME

5. From in or about 2005, and continuing through in or about 2006, in the State and District of Minnesota, the defendant,

MICAH JOHN BEAUMIA,

SCANNED

MAY 11 2009

U.S. DISTRICT COURT MPLS

MAY 11 2009

FILED  
RICHARD B. SLETEN, CLERK  
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devised and intended to devise a scheme and artifice to defraud and to obtain money by means of material false or fraudulent pretenses.

THE SCHEME

6. The defendant, acting as a mortgage broker and otherwise, devised and participated in a scheme whereby concealed payments from mortgage loan proceeds were diverted to buyers of real properties (either the defendant or a relative of the defendant) and other individuals through the use of fraudulent underwriting and closing documentation.
7. Acting as a mortgage broker and otherwise for the real property transactions, the defendant caused fraudulent loan application documentation to be provided to potential lenders for purposes of loan underwriting. The fraudulent documentation misrepresented the true terms of the proposed transaction and, in some instances, the identity of the mortgage broker. Among other things, the documentation falsely overstated the true purchase price to be paid by a buyer for a real property (typically, a residence) and concealed payments that were to be made from the loan proceeds to the buyers and other individuals, including the defendant and a relative of the defendant. The false representations were material. Based on the fraudulent documentation, the

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proposed loans were approved. These loans totaled more than \$2,200,000.00.

8. After a loan was approved based on the fraudulent underwriting package provided by the defendant, the lender disbursed loan proceeds to a title company. The defendant then worked with a closing agent of the title company to execute the fraudulent scheme by disbursing the funds in a manner other than what was understood by the lender. Namely, concealed payments were made to the buyer and others, including the defendant. The closing agent also provided fraudulent documentation, namely settlement statements, to the lender so as to conceal the fraudulent scheme.
9. In at least twelve separate real estate transactions, either the defendant or a relative of the defendant acted as the buyer of the properties. Through these transactions, the defendant secured approximately \$430,000 in concealed payments. The concealed payments were distributed to the defendant, a relative of the defendant, and other participants in the fraudulent scheme.

THE WIRES

10. On or about the dates set forth below, in the State and District of Minnesota, the defendant,

**MICAH JOHN BEAUMIA,**

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for the purpose of executing the above-described scheme and artifice, did knowingly cause to be transmitted in interstate commerce certain signs and signals by wire, namely wire transfers as described below:

Count	On or About Date	Wire Communication
1	March 25, 2005	Wire transfer of \$205,020.00 from a Countrywide Home Loans account at JPMorgan Chase Bank in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
2	March 25, 2005	Wire transfer of \$51,000.00 from a Stonecreek Funding Corp. account at Bank One in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
3	September 20, 2005	Wire transfer of \$570,281.53 from a Pinnacle Financial Corp. account at Colonial Bank in Alabama to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
4	September 21, 2005	Wire transfer of \$141,190.20 from a Pinnacle Financial Corp. account at Colonial Bank in Alabama to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.

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5	October 7, 2005	Wire transfer of \$92,306.05 from a New Century Mortgage Corp. account at Deutsche Bank Trust Co. in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
6	October 7, 2005	Wire transfer of \$93,209.80 from a New Century Mortgage Corp. account at Deutsche Bank Trust Co. in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
7	October 7, 2005	Wire transfer of \$81,460.05 from a New Century Mortgage Corp. account at Deutsche Bank Trust in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
8	October 13, 2005	Wire transfer of \$73,840.31 from an Expanded Mortgage Credit account at Washington Mutual Bank in California to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.
9	October 17, 2005	Wire transfer of \$411,060.32 from a USA Funding Corp. account at JPMorgan Chase Bank in New York to a First Advantage Title account at Wells Fargo Bank Minnesota, N.A.

all in violation of Title 18, United States Code, Section 1343.

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COUNT 10  
(Money Laundering)

11. The Grand Jury realleges and incorporates paragraphs 1 through 9 of this Indictment.
12. On or about October 17, 2005, in the State and District of Minnesota, the defendant,

**MICAH JOHN BEAUMIA,**

did knowingly engage and attempt to engage in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, namely an \$18,000.00 cashier's check endorsed by the defendant to Lucky's Garage as partial payment for a Wild West Dragon motorcycle, using proceeds derived from a specified unlawful activity set forth above; all in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

13. The Grand Jury realleges and incorporates paragraphs 1 through 10 of the Indictment, and makes it a part of these forfeiture allegations.
14. As the result of the offenses alleged in Counts 1 through 9 of this Indictment, the defendant MICAH JOHN BEAUMIA shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States

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Code, Section 2461(c), all his right, title and interest in any property constituting, or derived from, proceeds traceable to the violations of Title 18, United States Code, Section 1343.

15. As a result of the offense alleged in Count 10 of the Indictment, the defendant MICAH JOHN BEAUMIA shall forfeit to the United States pursuant to Title 18, United States Code, Section 982(a)(1), all his right, title and interest in all property, real and personal, involved in said money laundering violation and in all property traceable to such property, including the sum of money involved in Count 10.

16. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and by Title 28,

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United States Code, Section 2461(c), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property. All in violation of Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(1), 1343, 1957 and Title 28, United States Code, Section 2461(c).

A TRUE BILL

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UNITED STATES ATTORNEY

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FOREPERSON