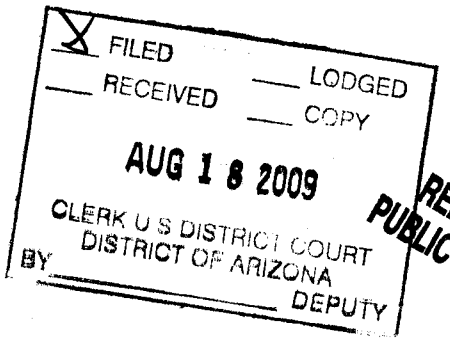

REDACTED FOR PUBLIC DISCLOSURE

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

United States of America,

Plaintiff,

v.

1. Daniel Morar; (Counts 1-25)
2. Gheorghe Babeti; (Counts 1-25)
3. Cosmina Bunea; (Counts 1-25)
4. Dorel Irimiciuc; (Counts 1-25)
5. Samuel Dobos; (Counts 1-25)
6. Brandon Azadegan; (Counts 1-25)
7. Cipriano Ionutescu; (Counts 1-25)
8. Catherine Zebarth; (Counts 1-25)
9. Christina Mejia; (Counts 1-25)
10. Georgiana Dobos; (Counts 1-25)
11. Natasha Swallows; (Counts 1-25)

Defendants.

CR-08-00612-PHX-NVW

SUPERSEDING INDICTMENT

VIO: 18 U.S.C. § 1343
(Wire Fraud)
Counts 1-6

18 U.S.C. § 1349
(Conspiracy)
Count 7

18 U.S.C. § 1957
(Money Laundering)
Counts 8-17

18 U.S.C. § 1956(h)
(Conspiracy to Commit Money Laundering)
Count 18

18 U.S.C. § 1014
(False Loan and Credit Applications)
Counts 19-25

18 U.S.C. § 2
(Aid and Abet)
Counts 1-25

18 U.S.C. § 982(a)(1) and (a)(2)
18 U.S.C. § 981(a)(1)(c)
21 U.S.C. § 853(p)
28 U.S.C. § 2461
(Forfeiture Allegations)

THE GRAND JURY CHARGES:

INTRODUCTION

At the specified times and at all relevant times:

Cash Back Scheme

1. In a "cash back" scheme, the investor (or home buyer) offers to purchase a property for more than the asking price, and submits a contract to the seller for the inflated price. The seller agrees to the sale because they are receiving their full asking price. Often real estate agents are involved in the transaction and they are aware that the selling price has been inflated.

2. Often a "straw buyer" is used to facilitate the "cash back" scheme. A "straw buyer" is someone recruited by the investor to take out a mortgage in their name and purchase a house in their name. The "straw buyer" would not live in the house nor be responsible for the mortgage payments. In return for their services, the "straw buyer" would sometimes be paid a fee.

3. The investor often prepares a Uniform Loan Application, also known as Form 1003, for the "straw buyer." A lender uses this form to record relevant financial information about an applicant who applies for a mortgage. The investor facilitating the "cash back" scheme falsely represents the buyer's assets and income, conceals mortgages and other debts, and misrepresents sources of intended down-payments and intent to occupy the properties as primary residences. These misrepresentations are made to qualify the "straw buyer" for a mortgage. In signing the loan application, at the direction of the investor, the "straw buyer" acknowledges that "the information provided in the application is true and correct" and that "any intentional or negligent misrepresentation(s) contained in this application may result in civil liability and/or criminal penalties..."

4. A title or escrow company is used in which the subject property is deposited for safekeeping under the trust of a neutral third party (escrow agent) pending satisfaction of a contractual contingency or condition. Once the conditions are met, the escrow agent will deliver the property to the party prescribed by the contract.

5. In preparing to facilitate a real estate purchase transaction, an escrow agent is used to submit to lenders a preliminary HUD-1 known as a "Pre-audit." The Pre-audit HUD-1 lists fees

and payments to be made in connection with the proposed loan and are reviewed by the lender. If the lender approves the Pre-audit HUD-1, funds are wired to the title or escrow company to disburse accordingly. The lender instructions specify that the escrow agent must notify the lender of any material changes to the HUD-1 and receive the lender's approval prior to fund disbursement. After receiving the loan documents and funds from the lender and facilitating the buyer and seller signing, escrow agents prepare a "Final" HUD-1 wherein details of the actual fund disbursements are listed for the lender's records.

6. The "cash back" scheme puts the loan at greater risk as the loan originates with negative equity in the property. For that reason, lenders do not allow a buyer to receive cash at closing of the origination of a loan.

Defendants

7. DANIEL MORAR ("MORAR") was the sole owner of D. Contractor Invest, Inc, a Nevada corporation formed on November 13, 2006.

8. Gheorghe Babeti ("Babeti"), employment unknown, was the listed buyer on at least 9 residential properties that are the subject of the scheme charged below.

9. COSMINA BUNEA ("BUNEA"), employment unknown, was the listed buyer of 11 residential properties that are the subject of the scheme charged below.

10. Dorel Irimiciuc ("Irimiciuc"), employment unknown, was the listed buyer of two residential properties that is the subject of the scheme charged below.

11. SAMUEL DOBOS ("DOBOS"), employment unknown, was an associate of MORAR and is married to Babeti's daughter, GEORGIANA DOBOS.

12. Brandon Azadegan ("Azadegan") was an employee of CI Custom Builders and an associate of MORAR.

13. CIPRIANO IONUTESCU ("IONUTESCU") was the owner of CI Custom Builders and an associate of BUNEA.

14. Christina Mejia ("Mejia") was employed as an escrow officer at Great American Title Agency in Phoenix, AZ.

15. CATHERINE ZEBARTH ("ZEBARTH") was the sole owner of Smart Mortgage LLC, a residential mortgage loan broker in Tempe, AZ.

16. GEORGIANA DOBOS ("G. DOBOS") was employed as a licensed realtor at First USA realty in Phoenix, AZ and is the daughter of Babeti and wife of DOBOS.

17. NATASHA SWALLOWS ("SWALLOWS") was employed as a licensed realtor for Swallows Realty, in Phoenix, AZ.

Title Agencies

18. Capital Title Agency ("CTA") was the designated escrow company for the seven (7) properties sold through Swallows Realty. The escrow files for the seven (7) properties include a "Purchase Contract Addendum" providing instructions to the escrow officer to pay MORAR thousands of dollars at close of escrow.

19. Great American Title Agency ("GAT") was the escrow agency utilized by DOBOS and G. DOBOS to complete the "cash back" scheme involving at least fourteen (14) real estate purchase transactions. Many of the escrow files for the subject properties included instructions from the sellers to GAT directing disbursements to MORAR or his company, D. Contractor Invest.

20. Title Services Agency Title Company ("TSA") was the escrow agency utilized by DOBOS and G. DOBOS to complete at least two real estate purchases through the straw buyers. The escrow files contained sellers' authorization to wire funds to D. Contractor Invest, Inc.

COUNTS 1-6

Wire Fraud

[Title 18 U.S.C. § 1343]

21. Paragraphs 1-20 of the Introductory Allegations are re-alleged and reincorporated as if fully set forth herein.

22. From on or about July 31, 2006, up to and including January 1, 2007, within the District of Arizona and elsewhere, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, SWALLOWS and others known and unknown to the grand jury, knowingly and willfully devised and intended to devise a scheme and artifice

to defraud lenders, as identified below, and to obtain money from lenders by means of false and fraudulent pretenses, representations, and promises and by intentional concealment and omission of material facts.

The Scheme and Artifice to Defraud

23. It was part of the scheme and artifice to defraud that defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, SWALLOWS and others, devised a "cash back" scheme to purchase real properties with mortgage loan applications, with respect to each count, falsely representing the buyer's assets, income, mortgage debts, sources of intended down-payment and intent to occupy the property as a primary residence. Moreover, the parties concealed from the lending institutions, by intentionally withholding addenda reflecting payments to MORAR, or by omitting on the HUD-1 that at the close of each sale a portion of the loan was paid to MORAR.

Execution of the Scheme by Wire Communications

24. On or about the dates listed below, within the District of Arizona, and elsewhere, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS for the purpose of executing the aforesaid scheme and artifice to defraud, and attempting to do so, knowingly transmitted and caused to be transmitted by means of wire communication in interstate commerce signals and sounds, that is, banking wire transfers, from the identified financial accounts below, in the identified amounts to the identified recipient in the District of Arizona, the monies being mortgage financing funds for the real property listed below:

Count	Date	Wire Transmission
1	07/31/06	$630,367 From Washington Mutual Bank, F.A.in Stockton, CA to Wells Fargo Bank, N.A. in Phoenix, AZ, for financing of 6325 E Sweetwater Ave, Scottsdale, AZ
2	08/28/06	$506,504.66 from U.S. Bank, N.A. Portland, OR, to Wells Fargo Bank, N.A. in Phoenix, AZ, for financing of 18402 N 75th Ave, Glendale, AZ
3	10/31/06	$373,192 from JP Morgan Chase Bank of New York, NY, to M & I Bank in Phoenix, AZ, for financing of 6518 W Molly Lane, Phoenix, AZ

4	11/01/06	$423,711 from JP Morgan Chase Bank of New York, NY, to M & I Bank in Phoenix, AZ, for financing of 6202 W Gambit Trail, Phoenix, AZ
5	11/02/06	$686,940 from Deutsche Bank of New York, NY, to M & I Bank in Phoenix, AZ, for financing of 4933 W Fallen Leaf, Glendale, AZ
6	11/20/06	$309,922 from Bank Of New York of New York, NY, to M & I Bank in Phoenix, AZ, for financing of 27929 N 64th Lane, Phoenix, AZ

All in violation of Title 18, United States Code, §§ 1343 and 2 (aiding and abetting); Pinkerton v. United States, 328 U.S. 640 (1946).

COUNT 7

Conspiracy to Commit Wire Fraud

[Title 18 U.S.C. § 1349]

25. Paragraphs 1-20 and 22-24 are re-alleged and reincorporated as if fully set forth herein.

26. From a time unknown to the grand jury but at least as early as July 1, 2006, through January 1, 2007, in the District of Arizona, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, SWALLOWS and others known and unknown to the grand jury, conspired, confederated and agreed with each other to commit an offense against the United States of America, by engaging in an ongoing conspiracy to obtain real estate, overvalue those properties, and receive "cash back" from the sales by obtaining loans from financial institutions based upon false information, in violation of Title 18, U.S.C. 1343; Wire Fraud.

The Purpose of the Conspiracy

27. The purpose of the conspiracy was as follows:

a. To locate properties for sale with fair market values ranging from $375,000 to $900,000.

b. To use associates to purchase the properties, typically multiple properties for each buyer.

c. To enable buyers to qualify for loan amounts by falsifying wage verification to make incomes consistent with the amounts requested.

d. To find a title company to facilitate the "cash back" transactions by falsifying HUD-1 statements sent to the lender, and not disclosing the cash back amounts to the defendants.

e. To enable defendant MORAR to receive money for assisting with the acquisition and sale of the properties.

Means and Methods of the Conspiracy

28. It was part of the conspiracy that MORAR, DOBOS, and G. DOBOS utilized defendants Babeti, BUNEA, and Irimiciuc, and others as "straw buyers" to apply for and purchase multiple properties for the purpose of obtaining "cash back" at closing from the lender. The scheme was completed in the following manner:

a. DOBOS and G. DOBOS assisted in locating at least twenty-three (23) separate residential properties for Babeti, BUNEA, and Irimiciuc to purchase. Babeti acted as the buyer of at least nine properties, BUNEA acted as the buyer of at least eleven properties, and Irimiciuc acted as the buyer of at least two properties. These residences were represented to the lenders to be owner-occupied and not investment properties, each with a fair market value ranging from $375,000 to $900,000.

b. DOBOS utilized his former neighbor, SWALLOWS, a licensed realtor at Swallows Realty, to submit purchase contracts to five homeowners on behalf of BUNEA and one on behalf of Ramona Oprea ("Oprea"). Although a realtor is not listed on the HUD-1 for the purchase of the other eighteen properties sold to Bunea, Babeti, and Irimiciuc, G. DOBOS acted as such and directed at least one seller to pay realtor commission fees to her directly. No realtor was listed on the HUD-1 for the purchase of the other eighteen properties sold to Bunea, Babeti, and Irimiciuc. In most cases, the purchase prices offered by MORAR'S "straw buyers" exceeded the sellers' asking prices by between $55,086 and $180,000.

c. MORAR received "cash back" on the five properties sold through SWALLOWS with separate addenda to the purchase contracts. The addenda reflect that offers were usually written on the same dates as the addenda to purchase and specified the differences between the

sellers' asking prices and buyers' offers would be paid directly to MORAR or his company, D. Contractor Invest.

d. A portion of the funds diverted to MORAR was then disbursed back to the "straw buyers." MORAR paid at least $108,500 to BUNEA. An additional $22,493 was paid to escrow agencies on BUNEA'S behalf to pay the closing costs associated with the purchase of several properties.

e. In order to buy multiple owner-occupied properties, BUNEA, Babeti, and Irimiciuc sent loan applications for each property to different lenders at the same time. This was done so that no single lender was aware that any buyer was in the process of purchasing multiple homes.

f. Ten properties purchased by Babeti and six of eleven properties purchased by BUNEA were bought from other associates of MORAR. In all instances, G. DOBOS faciliated the transactions by acting as a realtor. At G. DOBOS' direction, she was not listed as a realtor on the HUD-1s. Irimiciuc purchased at least two properties in a similar manner with cash back of $65,300 also going to MORAR; SWALLOWS sold her personal residence at 6802 W Briles Rd, Peoria, Arizona to Irimiciuc, facilitating payment of $65,300 cash back to MORAR. Following the closing of the two straw purchases, MORAR paid at least $37,500 of the funds he received back to Irimiciuc.

g. Azadegan referred straw buyers to ZEBARTH to create residential mortgage loan applications containing false information, including rental history, occupancy status, employment and wages, and assets and liabilities. ZEBARTH did this for at least four of the properties purchased by Babeti and at least two of the properties purchased by BUNEA. ZEBARTH submitted the false applications through her company, Smart Mortgage LLC, to various lending institutions.

h. Defendants used two escrow agents and their assistants to complete the scheme. The lenders were unaware that funds were going back to a third party, namely MORAR, who was associated with the buyers. During the conspiracy, the escrow agents manipulated the HUD-1s to conceal the fact that the buyer received funds from the transaction.

29. The following chart summarizes BUNEA'S, Irimiciuc's and Oprea's property transactions at CTA:

Transaction #	Date of Sale	Address	Buyer	Loan Amount	"Cash Back" Amount
1	11/01/06	6224 W Hedgehog Place Phoenix, AZ	Bunea, Cosmina	$460,000	$85,000
2	11/01/06	6202 W Gambit Trail Phoenix, AZ	Bunea, Cosmina	$525,000	$125,000
3	11/02/06	4933 W Fallen Leaf Glendale, AZ	Bunea, Cosmina	$900,000	$180,000
4	11/07/06	6518 W Molly Lane Phoenix, AZ	Bunea, Cosmina	$375,000	$69,000
5	11/13/06	6802 W Briles Rd Peoria, AZ	Irimiciuc, Dorel	$620,000	$65,300
6	11/21/07	27929 N 64th Phoenix, AZ	Bunea, Cosmina	$390,000	$90,000
7	11/27/07	27838 N 60th Lane Phoenix, AZ	Irimiciuc, Dorel	$590,000	$81,200
8	11/17/07	6810 W Saddlehorn Rd Peoria, AZ	Ramona Oprea	$400,000	$90,000

30. Mejia, an escrow agent at GAT, prepared and submitted at least four separate Pre-audit HUD-1s to various lenders that omitted the cash out disbursement to MORAR. After receiving funding from the lenders, Mejia prepared the final HUD-1 revealing payments to MORAR and disbursed funds accordingly.

31. The following chart summarizes BUNEA'S and Babeti's property transactions at GAT, where funds were diverted to MORAR:

Transaction #	Date of Sale	Address	Buyer	Loan Amount	"Cash Back" Amount
1	07/31/2006	16942 E Monterrey Dr Fountain Hills, AZ	Babeti, Gheorghe	$767,000	$85,000
2	07/31/2006	32809 N 24th Dr Phoenix, AZ	Babeti, Gheorghe	$640,000	$93,000

3	08/01/2006	6325 E Sweetwater Scottsdale, AZ	Babeti, Gheorghe	$775,000	$55,086
4	08/01/2006	26155 N 68th Ave Peoria, AZ	Babeti, Gheorghe	$600,000	$69,303
5	08/14/2006	5639 E Thunderbird Scottsdale, AZ	Babeti, Gheorghe	$674,000	$55,574
6	08/16/2006	18402 N 75th Ave Glendale, AZ	Babeti, Gheorghe	$625,000	$50,000
7	09/21/2006	14858 N El Sobrante Ave Fountain Hills, AZ	Babeti, Gheorghe	$605,150	$61,000
8	10/12/2006	1001 E Northview Phoenix, AZ	Bunea, Cosmina	$410,000	$70,000
9	10/31/2006	5549 E Pershing Scottsdale, AZ	Bunea, Cosmina	$700,000	$100,000
10	11/01/2006	6809 W Cottontail Peoria, AZ	Bunea, Cosmina	$580,000	$70,845
11	12/29/2006	606 W Los Corrales Dr Desert Hills, AZ	Bunea, Cosmina	$700,000	$110,000

32. On transactions 4, 5, 6, and 11, Mejia submitted Pre-audit HUD-1s to the lenders omitting the disbursements to MORAR. Mejia accepted instructions from the sellers, including DOBOS, directing the disbursements to MORAR.

Overt Acts

33. In furtherance of the above-referenced conspiracy and to effect the objectives of the conspiracy, the defendants and other persons did perform and cause to be performed the following overt acts:

a. On June 19, 2006, Babeti signed a Uniform Residential Loan Application for the property located at 16942 E Monterey Dr, Fountain Hills, AZ containing the following false information: his intent to occupy the property as a primary residence, overstated gross monthly wages, and misrepresented assets and liabilities.

b. On July 27, 2006, Babeti signed a Uniform Residential Loan Application for the property located at 32809 N 24th Drive, Phoenix, AZ, containing the following false information:

his intent to occupy the property as a primary residence, overstated gross monthly wages, and misrepresented assets and liabilities.

c. On August 9, 2006, Babeti signed a Uniform Residential Loan Application for the property located at 5639 E Thunderbird, Scottsdale, AZ, containing the following false information: his intent to occupy the property as a primary residence, overstated gross monthly wages, and misrepresented assets and liabilities.

d. On August 24, 2006, DOBOS signed an addendum to the purchase contract for the purchase of 18402 N 75th Ave, Fountain Hills, AZ instructing GAT to disburse $50,000 to MORAR.

e. On August 25, 2006, Mejia prepared a Pre-audit HUD-1 for the purchase of 18402 N 75th Ave, Glendale, AZ. This document, submitted by Mejia to SouthStar Funding, failed to disclose to the lender a $50,000 cash back payout to MORAR.

f. On or about October 10, 2006, an employee of Swallows Realty, sent a facsimile cover page to CTA, stating, "I'm sure Tasha (referring to SWALLOWS) told you all different lenders and they can't know about the other homes."

g. On October 13, 2006, MORAR incorporated D Contractor Invest ("DCI") in Nevada, listing himself on corporate records as the president, secretary, treasurer, and director. On November 1, 2006, MORAR opened a business account for D Contractor Invest at Wells Fargo Bank. After November 1, 2006, G. DOBOS caused "cash back" money to be wired to the DCI bank account.

h. On October 21, 2006, IONUTESCU signed a Verification of Rent ("VOR") verifying BUNEA as a tenant for the residence at 8327 E Desert Cove, Scottsdale, AZ. This document, used for BUNEA's purchase of 6202 W Gambit Trail in Phoenix, contained false information about the tenant, false rental dates, and false payment information.

i. On October 21, 2006, IONUTESCU signed a VOR verifying BUNEA as a tenant for 10626 N Miller Rd, Scottsdale, AZ. This document, used for BUNEA's purchase of 6202 W Gambit Trail in Phoenix, contained false information about the tenant, false rental dates, and false payment information.

j. On October 24, 2006, BUNEA signed a Uniform Residential Loan Application for the property located at 6518 W Molly Lane, Phoenix, AZ, containing the following false information: employment and wage information, false verifications of rent, and misrepresented assets and liabilities.

k. On or about October 24, 2006, ZEBARTH prepared a Uniform Residential Loan Application for 6518 W Molly Lane, Phoenix, AZ, containing false information about the mortgagee's employment and earnings.

l. On October 30, 2006, BUNEA signed a Uniform Residential Loan Application for the purchase of 6202 W Gambit Trail, Phoenix, AZ, containing the following false information: false employment, falsely stating an intent to occupy the property as a primary residence, overstated gross monthly wages, false rental verifications and misrepresented assets and liabilities.

m. On October 30, 2006, an Addendum to the Residential Real Estate Purchase Contract stated that the lender for the property purchased by BUNEA, at 4933 W Fallen Leaf Lane, Glendale, AZ, which stated, "Seller to contribute $180,000 to Daniel Morar for remodeling."

n. On November 1, 2006, IONUTESCU signed a VOR listing BUNEA as a tenant for 8327 E Desert Cove, Scottsdale, AZ. This document, used for BUNEA's purchase of 4933 W Fallen Leaf Lane, Glendale, AZ, contained false tenant information, incorrect lease dates and false payment information.

o. On November 1, 2006, IONUTESCU signed a VOR verifying BUNEA as a tenant for 10626 N Miller Rd, Scottsdale, AZ, containing false tenant information, incorrect lease dates, and false payment information.

p. On November 1, 2006, BUNEA signed a Uniform Residential Loan Application for 4933 W Fallen Leaf, Glendale, AZ, containing the following: false employment information, false statement of an intent to occupy the property as a primary residence, overstated gross monthly wages, false rental verifications and misrepresented assets and liabilities.

q. On November 17, 2006, BUNEA signed a Uniform Residential Loan Application for 27929 N 64th Lane, Phoenix, AZ, containing the following information: false employment information, false statement of an intent to occupy the property as a primary residence, overstated gross monthly wages, false rental verifications and misrepresented assets and liabilities.

r. On or about December 22, 2006, ZEBARTH prepared a Uniform Residential Loan Application for 606 W Los Corrales Drive, Desert Hills, AZ, containing false information about the mortgagee's employment and earnings

s. On or about November 07, 2006, G. DOBOS acted as the realtor for 2210 N 74th Ln, Glendale, AZ, instructing the seller, Cindy Carias, to pay $4,000 directly to G. DOBOS as commission for BUNEA'S purchase.

t. Sometime during 2006, G. DOBOS and DOBOS provided fraudulent verifications of employment to a loan officer on behalf of additional straw buyers in the scheme.

u. On or about November 16, 2006, SWALLOWS sold her personal residence 6802 W Briles Rd, Peoria AZ, to Irimiciuc and facilitated $65,301.38 to be wired to D. Contractor Invest.

All in violation of Title 18 U.S.C. §§ 1349 and 2 (aiding and abetting).

COUNTS 8-17

Transactional Money Laundering

[Title 18 U.S.C. § 1957]

34. Paragraphs 1-20, 22-24 and 26-33 are re-alleged and reincorporated as if fully set forth herein.

35. On or about the dates set forth below, within the District of Arizona and elsewhere, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS through the corporation D. Contractor Invest Inc and others known and unknown to the grand jury, did knowingly engage, and attempt to engage, in a monetary transaction by, through and to a financial institution, affecting interstate

or foreign commerce, in criminally-derived property of a value greater than $10,000.00, that is, the negotiation of the checks identified below which were the direct result of cash out transactions of fraudulently inflated real estate purchases, in the amounts set forth below, from property having been derived from a specified unlawful activity, that is Wire Fraud in violation of Title 18, United States Code, section 1343:

Count	Date	Monetary Transaction
8	08/01/2006	Negotiation of check number 040903 for $85,000.00 from the financing of 16942 E. Monterey DR. Fountain Hills, AZ 85268. Morar endorsed check.
9	08/01/2006	Negotiation of check number 040911 for $93,000.00 from the financing of 32809 N. 24th DR. Phoenix, AZ 85085.
10	08/08/2006	Negotiation of check number 041209 for $56,303.79 from the financing of 26155 N. 68th AVE, Peoria, AZ.
11	08/24/2006	Negotiation of check number 042188 for $55,086.77 from the financing of 6325 E. Sweetwater Ave, Scottsdale, AZ. Morar endorsed check.
12	09/15/2006	Negotiation of check number 043738 for $50,000.00 from the financing of 18402 N. 75th Ave, Glendale, AZ.
13	09/26/2006	Negotiation of check number 044478 for $61,000.00 from the financing of 14858 N. Sobrante Ave., Fountain Hills, AZ.
14	11/02/2006	Negotiation of check number 065865 for $125,000.00 from the financing of 6202 W Gambit Trail, Phoenix, AZ. Check deposited into Morar's account.
15	11/02/2006	Negotiation of check number 065923 for $180,000.00 from the financing of 4933 W. Fallen Leaf, Glendale, AZ. Check deposited into Morar's account.
16	11/06/2006	Negotiation of check number 066207 for $69,000.00 from the financing of 6518 W. Molly Lane, Phoenix, AZ. Check deposited into Morar's account.
17	11/20/2006	Negotiation of check number 067192 for $90,000.00 from the financing of 27929 N. 64th Lane, Phoenix, AZ. Check deposited into Morar's account.

All in violation of Title 18, United States Code, §§ 1957 and 2 (aiding and abetting), and Pinkerton v. United States, 328 U.S. 640 (1946).

COUNT 18

Conspiracy to Commit Money Laundering

[18 U.S.C. § 1956(h)]

36. The factual allegations in paragraphs 1-20, 22-24, 26-33, and 35 of the Indictment are incorporated by reference and realleged as though fully set forth herein.

37. From on or about July 31, 2006 through on or about January 1, 2007, within the District of Arizona and elsewhere, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, SWALLOWS through the corporation D. Contractor Invest Inc, and others known and unknown to the grand jury, did knowingly and willfully conspire and agree together, with each other and others, to commit the following offenses against the United States:

Objects of the Conspiracy

a. Promotional money laundering in violation of Title 18, United States Code, § 1956(a)(1)(A)(I).

b. Transactional money laundering in violation of Title 18, United States Code, § 1957.

Manner and Means of the Conspiracy

38. The manner and means employed by defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS through the corporation D. Contractor Invest Inc, and others, to effect the objects of the conspiracy, were as follows:

a. Knowing that the money and funds received from the sale of residential properties represented the proceeds of unlawful activities; specifically violations of 18 U.S.C. § 1343 (Wire Fraud), defendants routinely deposited it into bank accounts, or withdrew it from bank accounts of the various entities and individuals. Checks were written against those bank accounts and used to pay the expenses of carrying on the activities of the entities and individuals, such as payments for commissions, kickbacks, and purchases of additional properties.

b. After the money and funds were received from the criminally-derived activities (wire fraud), it was routinely deposited into bank accounts, or withdrawn from bank accounts

of the various entities and individuals. Funds from these accounts were used to engage in monetary transactions in amounts greater than $10,000.00.

All in violation of Title 18 U.S.C. §§ 1956(h) and 2 (aiding and abetting).

COUNTS 19-25

False Loan and Credit Applications

[18 U.S.C. § 1014]

39. The factual allegations in paragraphs 1-20, 22-24, 26-33, 35, and 37-38 of the Indictment are incorporated be reference and realleged as though fully set forth herein.

40. On or about the dates set forth below, within the District of Arizona and elsewhere, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, SWALLOWS and others known and unknown to the grand jury, did knowingly and willfully make false statements on loan and credit applications to federally insured financial institutions for the purpose of influencing the financial institutions, as set forth in the chart below:

Ct.	Statement Date Applicant	Federally Insured Financial Institution (Property Address) [Loan Amount]	False Statements in Connection With Loan
19	07/27/2006 Babeti	Washington Mutual (6325 E. Sweetwater, Scottsdale, Arizona) [$775,000]	Employer: Woodpro 3.3 yrs. Position: Manager Monthly Income: $10,000 Intended Occupancy: Owner Occupied
20	08/09/2006 Babeti	Lehman Brothers Bank, FSB. (5639 E. Thunderbird, Scottsdale, Arizona) [$674,000]	Employer: Woodpro 10 yrs. Position: Vice President Monthly Income: $15,980 Intended Occupancy: Owner Occupied
21	09/06/2006 Babeti	Wells Fargo Bank (14858 N. El Sobrante Ave, Fountain Hills, Arizona) [$605,150]	Employer: Woodpro 3 yrs. Position: Owner Monthly Income: $18,000
22	10/24/2006 BUNEA	Wells Fargo Bank (6518 W. Molly Lane, Phoenix, Arizona) [$375,000]	Employer: Sonoran Hills 2.3 Yrs Monthly Income: $8,747 Intended Occupancy: Owner Occupied
23	10/30/2006 BUNEA	First Franklin Financial (6809 W. Cottontail Lane, Peoria, Arizona) [$580,000]	Employer: Sonoran Hills 2.2 Yrs Monthly Income: $14,200 Intended Occupancy: Owner Occupied

24	10/30/2006 BUNEA	Homecomings Financial/GMAC (6202 W. Gambit Trail, Phoenix, Arizona) [$525,000]	Employer: Sonoran Hills 2.2 Yrs Monthly Income: $14,500 Intended Occupancy: Owner Occupied Verification of Rent: Signed by IONUTESCU
25	11/17/2006 BUNEA	Countrywide Home Loans (27929 N. 64th Lane, Phoenix, Arizona) [$390,000]	Employer: Sonoran Hills 2.2 Yrs Monthly Income: $12,800 Intended Occupancy: Owner Occupied

All in violation of Title 18, United States Code, §§ 1957 and 2 (aiding and abetting), and Pinkerton v. United States, 328 U.S. 640 (1946).

FORFEITURE ALLEGATION

41. As a result of committing the conspiracy offense alleged in Count Seven (7), defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461 any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. §1349.

42. As a result of committing one or more of the wire fraud offenses alleged in Counts One (1) through Six (6) of this Indictment, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(2), any property constituting, or derived from, proceeds the said defendants obtained directly or indirectly, as a result of the said violations.

43. As a result of committing one or more of the money laundering offenses alleged in Counts Eight (8) through Seventeen (17) of this Indictment, defendants MORAR, Babeti, BUNEA, Irimiciuc, DOBOS, Azadegan, IONUTESCU, ZEBARTH, Mejia, G. DOBOS, and SWALLOWS shall forfeit to the United States pursuant to: 1) 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461 any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1343, including, but not limited to, $1,900,000 in United States currency; and 2) 18 U.S.C. § 982(a)(1) any property, real or personal, involved in such offense, or any property traceable to such property.

44. Cash Proceeds: The government will seek a judgment for the sum of approximately $1,900,000 in U.S. Currency and all interest and proceeds traceable thereto, in that such sum in aggregate constitutes the proceeds derived from the criminal violations, for which the defendants who are convicted of one or more of said offenses shall be jointly and severally liable.

45. If any of the above-described forfeitable property, 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 or 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, pursuant to 21 U.S.C. § 853(p) to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property, including but not limited to all property, both real and personal, owned by the defendants.

All in violation of Title 18, United States Code, §§ 981(a)(1)(c), 982(a)(1) and (a)(2) and 1343, and Title 28, United States Code, § 2461.

A TRUE BILL

/s/
FOREPERSON OF THE GRAND JURY
Date: August 18, 2009

JOHN J. TUCHI
United States Attorney
District of Arizona

/s/
KEVIN M. RAPP
Assistant U.S. Attorney