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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	INDICTMENT
	)	
Plaintiff	)	
	)	JUDGE
v.	)	
	)	
DAMONE TYSON,	)	CASE NO. 1 : 15 CR 139
	)	Title 18 United States Code,
Defendant.	)	Sections 1349, 1344 and 2

JUDGE NUGENT

The Grand Jury charges:

COUNT 1
(Conspiracy to Commit Bank Fraud, Title 18, United States Code, Section 1349)

General Allegations

At all times material herein:

1. Defendant DAMONE TYSON served as the president and agent for a consulting company known as Athletes & Entertainers, Inc. ("AE") located in Cleveland, Ohio. The company represented that it provided financial, personal and business advice and counsel to professional athletes and entertainers.

2. On or about February 13, 2007, T.F., a person known to the Grand Jury but not charged herein, was listed as the buyer for a residential real estate property located at 3400 East Galloway Drive, Richfield, Ohio 44286 (hereinafter referred to as the "Richfield property").

3. Independent National Mortgage Corporation ("IndyMac Bank") was a federally chartered savings bank headquartered in Pasadena, California, whose deposits were insured by the Federal Deposit Insurance Corporation ("FDIC") as defined by Title 18, United States Code, Section 20.

4. T.F. served as a straw buyer for the Richfield property for which she paid $1,189,000. She made the purchase at the direction of Defendant TYSON, who used the property as his personal residence. T.F. financed the transaction with a first mortgage loan in the amount of $951,200 through IndyMac Bank, along with a home equity line of credit ("HELOC") loan in the amount of $178,350 through IndyMac Bank.

5. A "straw buyer" was an individual who signed mortgage loan documents so as to conceal from the lender the fact that someone else was going to be the de facto owner of the property. A straw buyer signed the mortgage application, but had no intention of making mortgage payments, living in the mortgaged property as her residence, or keeping the property as an investment.

6. D.M., an individual known to the Grand Jury but not charged herein, was a licensed loan officer working at Triton Financial Group, LLC in Warrensville Heights, Ohio. Triton Financial Group, LLC was a mortgage broker who originated loans on behalf of IndyMac Bank, whereby Triton Financial Group, LLC collected financial records for each respective borrower and submitted the documents to IndyMac Bank who then completed the underwriting approval for the loans.

The Conspiracy

7. From in or around January 2007, through on or about February 13, 2007, the exact dates unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division, Defendant DAMONE TYSON, along with T.F. and others known and unknown to the Grand Jury, did knowingly and voluntarily combine, conspire, confederate and agree together and with each other to violate the laws of the United States, that is, to knowingly execute and attempt to execute a scheme and artifice to defraud a financial institution and to obtain money and property under the custody and control of a financial institution by means of materially false and fraudulent pretenses, representations and promises in violation of Title 18, United States Code, Section 1344.

Object of the Conspiracy

8. The object of the conspiracy was to enrich Defendant DAMONE TYSON by defrauding IndyMac Bank through the submission of false and fraudulent mortgage loan applications in the name of T.F., thus inducing IndyMac Bank to finance the purchase of the Richfield property.

Manner and Means

Among the manner and means by which Defendant DAMONE TYSON and T.F. and others, carried out the conspiracy were the following:

9. In or around early 2007, TYSON expressed an interest to the sellers of the Richfield property that he wanted to purchase the property for his personal residence.

10. On or about January 10, 2007, T.F., at the direction of TYSON, submitted and signed an initial Uniform Residential Loan Application Form 1003 ("1003") loan application, in the amount of $960,000, and a HELOC application in the amount of $240,000 to D.M. at Triton

Financial Group, LLC. On both applications, T.F. and TYSON knew T.F. made the following fraudulent representations: (1) T.F. had a base employment income of $55,000 per month, (2) T.F. had a bank account with approximately $300,000 in the account, (3) T.F. was the chief executive officer ("CEO") of AE for the past 10 years, (4) T.F. intended to occupy the property as her primary residence, and (5) none of T.F.'s down payment was borrowed.

11. Included in T.F.'s loan application were multiple fraudulent supporting documents, which included (1) a false tax preparer's letter from Gold Coast Financial & Tax Services, and (2) an income statement letter from T.F. which certified her income of $35,000 per month.

12. On or about February 13, 2007, T.F., at the direction of TYSON, submitted a final 1003 for the Richfield property in the amount of $951,200, and a HELOC application in the amount of $178,350 to D.M. at Triton Financial Group, LLC. On both applications, T.F. and TYSON knew T.F. made the following fraudulent representations: (1) T.F. had a base employment income of $35,416.67 per month, (2) T.F. was the CEO of AE for the past 10 years, (3) T.F. intended to occupy the property as her primary residence, and (4) none of T.F.'s down payment was borrowed.

13. On or about February 13, 2007, TYSON and T.F. executed a $30,000 promissory note with J.D., a person known to the Grand Jury but not charged herein, which represented a portion of the down payment on the Richfield property. TYSON provided J.D. with wiring instructions for the title company handling the closing of the Richfield property in order for J.D. to wire in the $30,000 down payment.

14. On or about February 13, 2007, T.F. executed mortgage documents with IndyMac Bank, which listed her as the borrower on the Richfield property. TYSON signed the first mortgage as a witness to T.F.'s execution of the document.

15. On or about February 13, 2007, TYSON and T.F. caused the sale and closing of the Richfield property. T.F. executed a HUD-1 Settlement Statement, at the direction of TYSON, which listed a first mortgage loan from IndyMac Bank in the amount of $951,200 and a HELOC loan in the amount of $178,254 with IndyMac Bank.

16. Both of the IndyMac Bank loans obtained by T.F. at TYSON's direction went into foreclosure, resulting in a total loss to IndyMac Bank of approximately $631,854.

Acts in Furtherance of the Conspiracy

17. In furtherance of the conspiracy and to effect its unlawful objects, TYSON, T.F. and others, committed and caused to be committed the following acts, among others, in the Northern District of Ohio, Eastern Division, and elsewhere:

A. On or about January 10, 2007, Defendant TYSON and T.F. caused an initial loan application in the amount of $960,000 to be submitted to Triton Financial Group, LLC on behalf of IndyMac Bank.

B. On or about February 13, 2007, Defendant TYSON and T.F. caused a final loan application in the amount of $951,200 to be submitted to Triton Financial Group, LLC on behalf of IndyMac Bank.

C. On or about February 13, 2007, Defendant TYSON and T.F. caused a final HELOC application in the amount of $178,350 to be submitted to Triton Financial Group, LLC on behalf of IndyMac Bank.

D. On or about February 13, 2007, Defendant TYSON and T.F. executed a $30,000 promissory note with J.D. for a portion of the down payment on the Richfield property.

E. On or about February 13, 2007, T.F. executed mortgage loan documents with IndyMac Bank, which listed T.F. as the borrower and Defendant TYSON as a witness.

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

The Grand Jury further charges:

Count 2

(Bank Fraud, Title 18, United States Code, Sections 1344 and 2)

18. The factual allegations of paragraphs 1 through 6, and 9 through 17 of Count 1 of this indictment are re-alleged and incorporated by reference herein.

19. From in or around January 2007, through on or about February 13, 2007, in the Northern District of Ohio, Eastern Division, and elsewhere, Defendant DAMONE TYSON, along with T.F., and others, knowingly executed and attempted to execute a scheme and artifice to defraud IndyMac Bank, an FDIC insured financial institution, and to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody and control of IndyMac Bank, by means of false and fraudulent pretenses, representations, and promises, in connection with a first mortgage loan in the amount of approximately $951,200, and HELOC loan in the amount of approximately $178,350 in the name of T.F. on property located at 3400 East Galloway Drive, Richfield, Ohio 44286.

All in violation of Title 18, United States Code, Sections 1344 and 2.

A TRUE BILL.

Original document - Signatures on file with the Clerk of Courts, pursuant to the E-Government Act of 2002.