

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA) No.
)
) v. Violation: Title 18, United States Code,
) Section 1343
MARWAN ATIEH and)
RUWAIDA DABBOUSEH) **UNDER SEAL**

COUNT ONE

The SPECIAL JANUARY 2009 GRAND JURY charges:

1. At times material to this indictment:

a. The Federal Bureau of Investigation and the Department of Housing and Urban Development, Office of Inspector General, conducted an undercover operation in which a cooperating individual (CI) posed as someone selling residences to nominee buyers by fraudulently obtaining mortgage loans on behalf of the nominee buyers who would default on the loans; and undercover agents (UCs) posed as the nominee buyers and as paralegals assisting in closing the real estate transactions;

b. As part of this undercover investigation, residences owned by the government, including 11319 S. Normandy Avenue, Worth, Illinois (11319 S. Normandy), were deeded to fictitious identities which the CI represented to be nominee sellers through which he controlled the residence;

c. Defendant RUWAIDA DABBOUSEH was employed as a loan officer

and prepared and submitted loan applications and supporting documentation to lenders;

d. Defendant MARWAN ATIEH was employed as a mortgage broker at Citiwide Financial, located at 1814 W. Irving Park Road, Hanover Park, Illinois, and prepared loan applications and submitted loan applications and supporting documents to lenders; and

e. Washington Mutual Bank (Washington Mutual) was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, which made mortgage loans.

2. Beginning in or around March 2008 and continuing through in or around May 2008, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARWAN ATIEH and
RUWAIDA DABBOUSEH,

defendants herein, together with others known and unknown to the grand jury, knowingly 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, which scheme affected a financial institution, as further described below.

3. It was part of the scheme that defendants MARWAN ATIEH and RUWAIDA DABBOUSEH, together with other co-schemers, fraudulently obtained mortgage loan proceeds from Washington Mutual by knowingly causing to be prepared and submitted a loan application and supporting loan documents on behalf of a nominee buyer of 11319 S. Normandy that contained materially false and fraudulent statements concerning the nominee

buyer's qualifications for the loan.

4. It was further part of the scheme that, in or around March 2008, defendant RUWAIDA DABBOUSEH assured the CI that she knew defendant MARWAN ATIEH to be a mortgage broker who would prepare and submit a fraudulent mortgage loan application, and that she would introduce the CI to defendant MARWAN ATIEH for the purpose of obtaining defendant MARWAN ATIEH's assistance in fraudulently obtaining a loan.

5. It was further part of the scheme that, on or about March 28, 2008, defendants MARWAN ATIEH and RUWAIDA DABBOUSEH met with the CI to discuss fraudulently obtaining a mortgage loan. Defendant MARWAN ATIEH agreed to prepare and submit a loan application for a nominee buyer of 11319 S. Normandy, defendant ATIEH having been told and believing that the nominee buyer was using a false name.

6. It was further part of the scheme that, on or about March 28, 2008, during the meeting of defendants MARWAN ATIEH and RUWAIDA DABBOUSEH and the CI, defendant RUWAIDA DABBOUSEH proposed registering her home telephone in a fictitious corporate name so she could provide a false verification of employment (VOE) for the nominee buyer, to which defendant MARWAN ATIEH responded, "The problem is they're gonna know it's a house phone" and subsequently assured defendant RUWAIDA DABBOUSEH and the CI not to worry because "I know how to do these deals."

7. It was further part of the scheme that, on or about April 16, 2008, defendants MARWAN ATIEH and RUWAIDA DABBOUSEH met with the CI, during which meeting defendant MARWAN ATIEH explained that because he believed Washington Mutual was

closing down, he was not concerned about submitting it a fraudulent loan package:

So, Washington Mutual is usually the one that don't give us a hard time. . . . [T]he bad thing is it's so slow. But, the good thing is, is that they're closing their doors and you don't have to worry about burning the bridge.

8. It was further part of the scheme that, in or around April 2008, defendant MARWAN ATIEH met with the CI and referred the CI to a co-schemer, Attorney A, to prepare documents to conceal an agreed payment of \$7,000 in loan proceeds to defendant MARWAN ATIEH.

9. It was further part of the scheme that, on or about April 29, 2008, Attorney A met with the CI and told the CI that she would request the title company to distribute \$7,000 in loan proceeds in the form of a "possession escrow" to an entity controlled by defendant MARWAN ATIEH, well knowing that there was no need for a possession escrow, but instead that the purpose was to conceal that loan proceeds would be paid to defendant MARWAN ATIEH.

10. It was further part of the scheme that, on or about April 30, 2008, defendant MARWAN ATIEH met with the CI and a UC posing as the nominee buyer, and during this meeting defendant MARWAN ATIEH received \$3,500 from the CI in return for processing the fraudulent mortgage loan.

11. It was further part of the scheme that, in or around April 2008, defendant MARWAN ATIEH knowingly prepared a mortgage loan application on behalf of the nominee buyer for 11319 S. Normandy that was fraudulent in that it contained material false

statements, including the buyer's identity and employment, defendant well knowing that the buyer was a nominee using a fictitious identity and the employment had been fabricated by defendant MARWAN ATIEH.

12. It was further part of the scheme that, in or around April 2008, defendant MARWAN ATIEH submitted, and caused others to submit, to Washington Mutual the loan application containing false statements, including the buyer's identity and employment, well knowing that the false statements in the application were material to Washington Mutual's decision to approve the mortgage loan.

13. It was further a part of the scheme that, on or about May 7, 2008, defendants MARWAN ATIEH and RUWAIDA DABBOUSEH, and others, caused Washington Mutual to close and fund a mortgage loan of approximately \$144,000 to the nominee buyer of 11319 S. Normandy.

14. It was further part of the scheme that, on or about May 7, 2008, defendant MARWAN ATIEH received \$19,316 of fraudulently obtained mortgage loan proceeds in the form of checks made payable to entities under defendant MARWAN ATIEH's control, including a check in the amount of \$10,100, reflected on the HUD-1 Settlement Statement as a "possession escrow."

15. It was further part of the scheme that defendants MARWAN ATIEH and RUWAIDA DABBOUSEH, and others, concealed, misrepresented, and hid, and caused to be concealed, misrepresented, and hidden, the existence and purposes of the scheme.

16. On or about May 7, 2008, in the Northern District of Illinois, Eastern Division,

and elsewhere,

MARWAN ATIEH and
RUWAIDA DABBOUSEH,

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$145,403.06 from Washington Mutual Bank in Stockton, California, to LaSalle National Bank in Chicago, Illinois, which funds represented the proceeds of a mortgage loan for the purchase of 11319 S. Normandy;

In violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2009 GRAND JURY further charges:

1. The allegations of Count One of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture to the United States pursuant to Title 18, United States Code, Section 982.

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

MARWAN ATIEH,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2), any and all right, title, and interest he may have in any property, real and personal, constituting, and derived from, proceeds obtained directly and indirectly, from wire fraud in connection with Washington Mutual, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982.

3. The interests of the defendant subject to forfeiture pursuant to Title 18, United States Code, Section 982, include: all money and other property that was the subject of each transaction; constituted and was derived from proceeds of each transaction and was obtained, directly and indirectly, as a result of those violations, including funds in the amount of approximately \$19,316;

4. If any of the property subject to forfeiture and described above, 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 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,

the United States of America shall be entitled to 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).

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY