ROBERT S. MUELLER, III (CSBN 59775)
United States Attorney

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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

MMC

UNITED STATES OF AMERICA, CR 01 0150 Plaintiff, v. RICHARD DARREN HARPER and NORMAN JEFFRY TUCKER, Defendants.	No. VIOLATIONS: 18 U.S.C. § 371 – Conspiracy; 18 U.S.C. § 1341 – Mail Fraud; 18 U.S.C. § 2314 – Interstate Transportation of Stolen Goods; 18 U.S.C. § 1956(h) – Conspiracy to Commit Money Laundering;18 U.S.C. §§ 982(a)(1) & (b)(1) – Forfeiture; 18 U.S.C. § 2 – Aiding & Abetting SAN FRANCISCO VENUE **FILED UNDER SEAL**

INDICTMENT

The Grand Jury charges:

DEFENDANTS

1. At all times relevant to this Indictment, defendant Richard Darren Harper (hereafter "HARPER") was a resident of San Mateo, California and Dana Point, California. HARPER was employed as a buyer for United Airlines (hereafter "United") at United's Maintenance Operation Center at San Francisco International Airport (hereafter "SFO"). As a United buyer, HARPER was responsible for purchasing small electronic components used by

mechanics to maintain United's airplanes.

2. At all times relevant to this Indictment, defendant Norman Jeffry Tucker (hereafter "TUCKER") was a resident of Seattle, Washington. TUCKER was the principal of Legend Aero Products LLP (hereafter "Legend"), a limited liability partnership based in Auburn, Washington and a supplier to United of small electronic components.

COUNT ONE: (18 U.S.C. § 371 – Conspiracy)

3. In or about and between November 1997 and October 2000, both dates being approximate and inclusive, in the Northern District of California and elsewhere, the defendants

RICARD DARREN HARPER and
NORMAN JEFFRY TUCKER

did knowingly and intentionally combine, conspire and agree with one another to commit mail fraud, in violation of Title 18, United States Code, Section 1341, and interstate transportation of stolen goods, in violation of Title 18, United States Code, Section 2314.

4. It was part of the conspiracy that HARPER agreed to purchase small electronic components for United from Legend, in return for TUCKER's promise to make kickback payments to HARPER.

5. It was further part of the conspiracy that HARPER stole small electronic components (hereafter "stolen parts") which United had previously purchased from Legend.

6. It was further part of the conspiracy that TUCKER provided HARPER with Legend's Federal Express account number, and HARPER thereafter used that Federal Express number to ship Stolen parts from California to Washington to TUCKER's home or the home of TUCKER's daughter.

7. It was further part of the conspiracy that, after stealing the parts and shipping them to TUCKER, HARPER created United purchase orders for those same parts and sent them to Legend. TUCKER then re-sold the Stolen parts to United and caused them to be shipped to United via Federal Express, along with invoices seeking payment from United.

8. It was further part of the conspiracy that TUCKER created false and fictitious documents (hereafter "Certificates of Origination") which purported to show that Legend had purchased the stolen parts from a legitimate supplier. TUCKER also caused false representations

to be made to United verifying that legitimate Certificates of Origination were on file at Legend for each part Legend had sold to United.

9. In furtherance of the conspiracy and to effect the objects thereof, in the Northern District of California, and elsewhere, the defendants committed the following overt acts, among others:

a. On or about February 18, 2000, HARPER sent a Federal Express package containing stolen parts from Burlingame, California to Seattle, Washington.

b. On or about May 24, 1999, TUCKER caused a Federal Express package containing Part No. 421-2571 and Invoice No. 99051905 for $7,170 to be shipped from Auburn, Washington to San Francisco, California.

c. On or about October 7, 1999, TUCKER caused a Federal Express package containing Part No. 421-0647 and Invoice No. 99092712 for $9,300 to be shipped from Auburn, Washington to San Francisco, California

COUNTS TWO THROUGH FOURTEEN: (18 U.S.C. §§ 1341 & 2 – Mail Fraud and Aiding and Abetting)

10. The allegations contained in paragraphs One through Eight are realleged and incorporated by reference as if set forth herein.

11. On or about the dates indicated below, in the Northern District of California and elsewhere, the defendants

RICHARD DARREN HARPER and
NORMAN JEFFRY TUCKER,

having devised and intending to devise a scheme and artifice to defraud, and to obtain money and property from by means of false and fraudulent pretenses, representations and promises, did for the purpose of executing that scheme, knowingly deposit and cause to be deposited to be sent and delivered by commercial interstate carrier, the following items:

COUNT	DATE	MAILING
TWO	February 18, 2000	Federal Express package containing stolen parts shipped from Burlingame, California to Seattle, Washington

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THREE	May 24, 1999	Federal Express package containing Part No. 421-2571 & Invoice No. 99051905 for $7,170 shipped from Auburn, Washington to San Francisco, California
FOUR	October 7, 1999	Federal Express package containing Part No. 421-0647 & Invoice No. 99092712 for $9,300 shipped from Auburn, Washington to San Francisco, California
FIVE	November 16, 1999	Federal Express package containing Part No. 540-1542 & Invoice No. 99111004 for $3,600 shipped from Auburn, Washington to San Francisco, California
SIX	January 24, 2000	Federal Express package containing Part No. 540-2762 & Invoice No. 20012112 for $5,922 shipped from Auburn, Washington to San Francisco, California
SEVEN	January 25, 2000	Federal Express package containing Part No. 643-5311 & Invoice No. 20012514 for $9,100 shipped from Auburn, Washington to San Francisco, California
EIGHT	January 28, 2000	Federal Express package containing Part No. 540-1511 & Invoice No. 20012809 for $20,125 shipped from Auburn, Washington to San Francisco, California
NINE	February 3, 2000	Federal Express package containing Part No. 540-1542 & Invoice No. 20020319 for $3,600 shipped from Auburn, Washington to San Francisco, California
TEN	February 15, 2000	Federal Express package containing Part No. 540-1511 & Invoice No. 20021005 for $17,500 shipped from Auburn, Washington to San Francisco, California
ELEVEN	March 3, 2000	Federal Express package containing Part No. 540-1511 & Invoice No. 20022111 for $4,375 shipped from Auburn, Washington to San Francisco, California
TWELVE	April 24, 2000	Federal Express package containing Part No. 540-2078 & Invoice No. 20041803 for $4,125 shipped from Auburn, Washington to San Francisco, California
THIRTEEN	May 11, 2000	Federal Express package containing Part No. 540-2078 & Invoice No. 20051007 for $4,125 shipped from Auburn, Washington to San Francisco, California

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FOURTEEN	May 26, 2000	Federal Express package containing Part No. 421-6210 & Invoice No. 20051107 for $4,050 shipped from Auburn, Washington to San Francisco, California.

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FIFTEEN: (18 U.S.C. §§ 2314 & 2 – Interstate Transportation of Stolen Property and Aiding and Abetting)

12. The allegations contained in paragraphs One through Eight are realleged and incorporated by reference as if set forth herein.

13 In or about and between November 1997 and October 2000, both dates being approximate and inclusive, in the Northern District of California and elsewhere, the defendants

RICHARD DARREN HARPER and
NORMAN JEFFRY TUCKER

knowingly transported and transferred, and caused to be transported and transferred, in interstate commerce goods valued at more than $5,000, namely airline parts, knowing that the airline parts had been converted, stolen and taken by fraud, in violation of Title 18, United States Code, Sections 2314 and 2.

COUNT SIXTEEN: (18 U.S.C. §§ 18 U.S.C. 1956(h) & 1956(a)(1)(B)(i) & 2 – Conspiracy to Commit Money Laundering and Aiding and Abetting.)

14. The allegations contained in paragraphs One through Eight are realleged and incorporated by reference as if set forth herein.

15. In or about and between November 1997 and October 2000, both dates being approximate and inclusive, in the Northern District of California and elsewhere, the defendants

RICHARD DARREN HARPER and
NORMAN JEFFRY TUCKER

did knowingly and intentionally conspire to conduct and attempt to conduct financial transactions affecting interstate commerce, knowing that the financial transactions represented the proceeds of a specified unlawful activity, to wit, mail fraud, a violation of Title 18 United States Code, Section 1341, and knowing that the financial transactions were designed, in whole or in part, to conceal and disguise the nature, location, source, ownership and control of the proceeds.

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16. In furtherance of that conspiracy, on or about the following dates, the defendants caused the following financial transactions:

DATE	TRANSACTION	AMOUNT
August 13, 1999	Purchase of Cashier's Check No. 4180102956 payable to Fidelity National Title Co. from Bank of America Account No. 10356-905	$150,000
October 18, 1999	Check No. 5521 payable to Washington Mutual Bank from Bank of America Account No. 91456-427	$80,000
November 23, 1999	Check No. 5524 payable to Washington Mutual Bank from Bank of America Account No. 91465-427	$55,000
January 27, 2000	Check No. 5539 payable to Washington Mutual Bank from Bank of America Account No. 91465-427	$50,000
February 14, 2000	Charge to Residence Inn, San Mateo, California charged on American Express Account No. 3732-722870-02046	$1,094
February 22, 2000	Check No. 5542 payable to Washington Mutual Bank from Bank of America Account No. 91465-427	$60,000
March 7, 2000	Purchase of foreign draft No. 067418113 payable to Mountain Law Corporation in Trust ($269,500 Canadian dollars) from Bank of America Account No. 10356-905	$187,518
April 20, 2000	Check No. 5562 Payable to Brett Harper from Bank of America No. 91465-427	$25,000
April 27, 2000	Charge to Hyatt, Burlingame, California charged on American Express Account No. 3732-722870-02046	$1,026.91
May 1, 2000	Purchase of Cashier's Check No. 2004889880 Payable to First Fidelity Title from Bank of America Account No. 10356-905	$170,000
June 7, 2000	Purchase of Cashier's Check No. 0390160638 Payable to The Escrow Specialist, Inc. from Bank of America Account No. 10356-905	$125,000
June 13, 2000	Check No. 5565 Payable to Washington Mutual Bank from Bank of America Account No. 91465-427	$75,000

July 13, 2000	Purchase of Cashier's Check No. 4180126608 Payable to The Escrow Specialist, Inc. from Bank of America Account No. 10356-905	$150,000
July 18, 2000	Purchase of Year 2000 Porsche Carerra, Check No. 8870 Payable to Rusnak Pasadena Porsche Audi from Bank of America Account No. 10356-905	$105,932.93
July 18, 2000	Check No. 5549 Payable to Washington Mutual Bank from Bank of America Account No. 91465-427	$90,000
August 25, 2000	Purchase of Cashier's Check No. 4180129353 Payable to The Escrow Specialists from Bank of America Account No. 10356-905	$50,000

All in violation of Title 18, United States Code, Sections 1956(h) and 1956(a)(1)(B)(i) and 2.

COUNT SEVENTEEN: (18 U.S.C. §§ 982(a)(1) & (b)(1) – Forfeiture)

17. The allegations contained in paragraphs One through Eight are realleged and incorporated by reference as if set forth herein.

18. As a result of the alleged offenses above, the defendants

RICHARD DARREN HARPER and
NORMAN JEFFRY TUCKER

shall forfeit to the United States all property involved in and traceable to said offenses, including but not limited to:

a. Real property at 14130 South Shore Drive, Truckee, California further described as: Lot 29, as shown on the Official Plat of Donner Terrace Unit No. 1 Filed October 3, 1962, in The Office of the County Recorder of Nevada County, in book 2 of Maps, Map No. 9

b. Real property at 311 Via Los Tilos, San Clemente, California, further described as: Lot 78 of Tract No. 13686, as Shown on a Map Recorded in Book 782, Pages 8 to 13 Inclusive Of Miscellaneous Maps, Records of Orange County, California.

c. Real property at 4899 Painted Cliff Road, Whistler, British Columbia, Canada, further described as: Parcel Identifier No. 023-473-789, Strata Lot 148 DL 3903 Group 1 NWD Strata Plan LMS 2364.

d. Paine Webber Account Nos. FK-32823, FK-32824, FK-32825, FK-32826, FK-32828, FK-32908, FK-33049, FK-37254, FK-37561.

19. If, as a result of any act or omission of the defendants, any of said property

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; or

e has been commingled with other property which without difficulty cannot be subdivided;

any and all interest HARPER and TUCKER have in any other property (not to exceed the value of property involved in or traceable to said offenses) shall be forfeited to the United States.

All in violation of Title 18, United States Code, Sections 982 (a)(1) and (b)(1).

DATED:

A TRUE BILL.

FOREPERSON

ROBERT S. MUELLER, III
United States Attorney

DAVID W. SHAPIRO
Chief, Criminal Division

(Approved as to form: _____)
AUSA JACOBS