

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

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UNITED STATES OF AMERICA

SUPERSEDING INDICTMENT

PETER OPPENHEIM
CLERK US DIST COURT
WD OF WI

v.

Case No. 19-cr-133-jdp

ASTON WOOD,

Defendant.

18 U.S.C. § 1343

18 U.S.C. § 1341

18 U.S.C. § 157

18 U.S.C. § 2

18 U.S.C. § 401(3)

THE GRAND JURY CHARGES:

COUNTS 1-6

1. At times material to this indictment:

(a) Defendant ASTON WOOD was the sole member of ASC Financial, LLC (ASC), a Wisconsin limited liability company located in New Richmond, Wisconsin, until it was dissolved in June 2017.

(b) Defendant ASTON WOOD was the sole member of Maywood Capital II, LLC (MWC-II), a Florida limited liability company located in Miami, Florida, until it was dissolved in September of 2018.

(c) WOOD maintained several bank accounts at Bank of America in the names of Aston S. Wood, ASC Financial, LLC, and Maywood Capital II, LLC. WOOD maintained exclusive control over the account funds.

Scheme to Defraud

2. From in or about September 2015, to on or about July 11, 2019, in the Western District of Wisconsin and elsewhere, the defendant,

ASTON WOOD,

knowingly, and with intent to defraud, devised and intended to devise a scheme to defraud, and to obtain money by means of materially false and false pretenses, representations, promises, and by concealment of material facts.

3. It was part of the scheme to defraud that WOOD, acting individually and as an agent for ASC and MWC-II, offered to provide financial services to owners of homes in foreclosure. He obtained lists of houses in foreclosure and solicited clients by sending them a letter that represented, among other things, he could help clients stay in their home by obtaining refinancing or modification of the customer's mortgage.

4. It was further part of the scheme to defraud that WOOD represented to potential and current customers that he would receive financial compensation for his services only if he was successful in refinancing their mortgages. He further represented that it would be the mortgage company, new lender, or a government program that would pay his compensation. WOOD requested and obtained from customers authorizations to communicate with lenders and mortgage companies as a third party agent.

5. It was part of the scheme to defraud that WOOD told customers that in order to stop the foreclosure of their home, they needed to immediately begin making mortgage payments towards the new or modified loan while he negotiated and worked out the details with the lenders. WOOD instructed customers to make monthly mortgage payments in an amount he selected, representing that the amount was the monthly mortgage payment on the new or modified loan. He directed customers to make their monthly mortgage checks payable to Aston Wood, ASC, or MWC-II. WOOD represented to the customers that he would direct the mortgage payments to the customers' mortgage

lenders to be applied to the customers' primary mortgage or applied towards a new or modified loan.

6. It was further part of the scheme to defraud that, rather than remit the customer mortgage payments to the lenders as promised, WOOD deposited the customers' monthly mortgage checks in bank accounts he controlled and then used the funds for his own personal expenses. When customers inquired, WOOD falsely represented that the lenders had received the customer's money. When customers eventually lost their lost homes in foreclosure, WOOD told them that it was due to malfeasance, greed, or negligence on the part of the lender.

7. It was further part of the scheme that WOOD offered to help some customers buy back their foreclosed property, representing that he could serve as a negotiator, financier, or buyer. In connection with these representations, WOOD continued to solicit and receive funds from customers or their families based on his false representations that the funds would be used for the repurchase or for expenses related to the repurchase.

8. It was further part of the scheme to defraud that WOOD regularly represented to customers that his assistant "Lori" was working on a customer's behalf, when in truth, WOOD had no assistant. WOOD also posed as "Lori" in electronic communications with customers.

9. It was further part of the scheme to defraud that WOOD regularly instructed customers to make their payments by sending him a photo of the completed check via text message. WOOD then used the photos to electronically deposit the checks into bank accounts he controlled using Bank of America's Mobile Banking App.

Wires

10. On or about the dates listed below, in the Western District of Wisconsin and elsewhere, the defendant,

ASTON WOOD,

for the purpose of executing this scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, the writings, signals, and pictures, described below for each count:

COUNT	DATE	CUSTOMER	NATURE OF COMMUNICATION
1	03-16-18	J.K., Jr.	Electronic image of check #2861 for \$1,000, sent from WOOD in the Western District of Wisconsin to Bank of America Mobile Banking servers in Virginia or Texas.
2	10-11-18	J.K., Jr.	An email from WOOD at aswoodymwp@aol.com in the Western District of Wisconsin, to J.K., Jr. in Virginia, falsely representing that WOOD had received a contract from a bank.
3	11-02-18	J.K., Jr.	Phone call from WOOD in the Western District of Wisconsin to J.K., Jr. in Virginia falsely representing that the bank was looking at a closing date in December.
4	05-25-18	A.L.	Electronic image of check #1229 for \$995.80, sent from WOOD in the Western District of Wisconsin to Bank of America Mobile Banking servers in Virginia or Texas.
5	11-03-18	D.S.	Electronic image of a money order for \$500, sent from WOOD in the Western District of Wisconsin to Bank of America Mobile Banking servers in Virginia or Texas.
6	05-17-19	M.B.	Electronic image of a cashier's check in the amount of \$1,090.76, sent from WOOD in the Western District of Wisconsin to Bank of America Mobile Banking servers in Virginia or Texas.

(All in violation of Title 18, United States Code, Section 1343).

COUNT 7

1-9. Paragraphs 1-9 of Count 1 are realleged here.

10. On or about November 12, 2015, in the Western District of Wisconsin, the defendant,

ASTON WOOD,

for the purpose of executing this scheme, knowingly used, and caused to be used, the U.S. mails, specifically, the defendant caused to be delivered by U.S. mail, a solicitation letter to M.K. in Menomonie, Wisconsin.

(All in violation of Title 18, United States Code, Section 1341).

COUNT 8

1-9. Paragraphs 1-9 of Count 1 are realleged here.

10. It was also part of the scheme to defraud that, for some customers, WOOD instructed them to file for bankruptcy to stall foreclosure proceedings. WOOD told these customers to file for bankruptcy, but not pay the bankruptcy case filing fee or otherwise cooperate with the bankruptcy process, so the cases would eventually be dismissed. Stalling the foreclosure proceedings temporarily using a bankruptcy petition allowed Wood to delay detection and continue collecting monthly mortgage payments from customers.

11. On or about October 17, 2016, in the Western District of Wisconsin, the defendant,

ASTON WOOD,

for the purpose of executing the scheme to defraud, caused to be filed a petition under Title 11, United States Code, specifically, a Chapter 13 bankruptcy petition related to D.R.

(In violation of Title 18, United States Codes, Sections 157 & 2).

COUNT 9

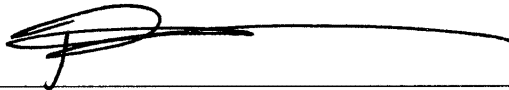
From on or about October 24, 2017, to on or about July 11, 2019, in the Western District of Wisconsin and elsewhere, the defendant,

ASTON WOOD,

knowingly and willfully disobeyed a lawful order of a Court of the United States, that order being an injunction issued on October 24, 2017, by the Honorable Catherine J. Furay, United States Bankruptcy Judge in the Western District of Wisconsin, which permanently enjoined WOOD from engaging in any future business in which he solicits, offers to perform, or performs services for the general public relating to mortgage foreclosure and debt relief. WOOD disobeyed the Court order by continuing to solicit customers, offering to perform, and performing services related to mortgage foreclosure and debt relief after the injunction.

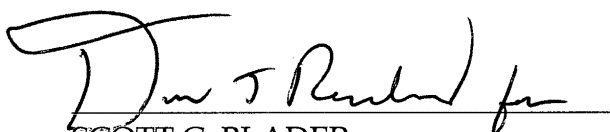
(In violation of Title 18, United States Code, Section 401(3)).

A TRUE BILL

A handwritten signature in black ink, appearing to be "J. Furay", written over a horizontal line.

PRESIDING JUROR

Indictment returned: 10/10/2019

A handwritten signature in black ink, appearing to be "Scott C. Blader", written over a horizontal line.

SCOTT C. BLADER
United States Attorney