

FILED

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JAN 17 2012

**THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT**

12CR50007

Judge Reinhard

UNITED STATES OF AMERICA,

v.

1) RYAN J. PIANA,

2) RONALD B. HURST,

3) BRYANT A. CARBONELL,

Defendants.

) **Criminal No.**
) **Judge**

) Count One: 18 U.S.C. § 371
) (Conspiracy)

) Count Two: 18 U.S.C. § 201(b)(1)
) (Bribery)

) Count Three: 18 U.S.C. § 201(b)(2)
) (Bribery)

) Count Four: 18 U.S.C. § 201(b)(1)
) (Bribery)

) Count Five: 18 U.S.C. § 201(b)(2)
) (Bribery)

) Count Six: 18 U.S.C. § 201(b)(1)
) (Bribery)

) Count Seven: 18 U.S.C. § 201(b)(2)
) (Bribery)

) Count Eight: 18 U.S.C. § 201(b)(1)
) (Bribery)

) Count Nine: 18 U.S.C. § 1343
) (Wire Fraud)

) Count Ten: 18 U.S.C. § 1343
) (Wire Fraud)

INDICTMENT

The Grand Jury charges that:

BACKGROUND

1. For the purposes of this Indictment, the relevant period is that period from in or about January 2006 until as late as September 2007. During the relevant period, Defendant RYAN J. PIANA was employed as a Residential Sales Manager (also known as a Residential Sales Consultant, hereinafter referred to collectively as an "RSM") by Ocwen Loan Servicing, LLC ("Ocwen"). During the relevant period, PIANA also served as registered agent and Managing Member of Company A.

2. During the relevant period, Defendant RONALD B. HURST (a) was a corporate officer of and owned 50% of Company B -- a company with its principal places of business in Spring Grove and McHenry, Illinois -- which he jointly controlled with Defendant BRYANT A. CARBONELL; (b) controlled Company C, a company with its principal place of business in McHenry, Illinois; (c) controlled Company D, an entity purported to be a company with its principal place of business in McHenry, Illinois; (d) controlled Company E, an entity purported to be a company with its principal place of business in Roswell, Georgia; (e) controlled Company F, an entity purported to be a company with its principal place of business in Sarasota, Florida; and (f) controlled Company G, an entity purported to be a company with its principal place of business in Lewisville, Texas.

3. During the relevant period, Defendant BRYANT A. CARBONELL was president of Company B. Defendant CARBONELL also owned 50% of Company B, and jointly controlled Company B with Defendant HURST.

4. Throughout and prior to the relevant period, the U.S. Department of Veterans Affairs ("the VA") guaranteed qualifying residential mortgages for veterans. As a byproduct of

this guarantee program, the VA acquired residential properties after termination of and foreclosure on VA-guaranteed and VA-financed loans. Within the loan guarantee program, the VA's Property Management operation acquired and disposed of such foreclosed residential properties. The primary objective of the VA's Property Management operation is to sell such VA-acquired properties so that the VA receives the highest possible return on its investment in the foreclosed properties in the shortest amount of time possible. The proceeds from sales of such VA-acquired properties directly benefit the VA by reducing the cost to guarantee loans to veterans.

5. In 2003, the VA outsourced the day-to-day operation of its Property Management program to Ocwen. During the relevant period, Ocwen managed foreclosed properties under contract with the VA in the Northern District of Illinois, and throughout the United States. Throughout the relevant period, Ocwen's principal places of business were in Orlando and West Palm Beach, Florida.

6. Under the contract between the VA and Ocwen, after default and foreclosure on a VA-guaranteed residential loan, Ocwen subcontracted with approved vendors to complete any necessary repairs, after which Ocwen would re-sell the property on behalf of the VA. This process of repairing and re-selling is colloquially called VA-REO. The Ocwen employees who handled VA-REO were called RSMs. Also under the VA contract, Ocwen RSMs were required to obtain competitive bids or estimates for repair contracts above specified dollar amounts. After obtaining and analyzing bids or estimates to repair a given property, an RSM recommended acceptance of one of the bids or estimates. Final approval for accepting a bid or estimate lay either with Ocwen management or, above specified dollar amounts, with the VA. The relevant

decision makers almost always accepted the recommendation of the assigned RSM. After repairs were completed, Ocwen paid the contractor. After Ocwen re-sold a repaired property, it sent an invoice to the VA for repayment of approved repair expenses, and was then reimbursed by the VA.

7. Throughout the relevant period, Companies B through G ("the Relevant Companies"), served as approved vendors to do repairs of VA-owned properties for Ocwen under the contract with the VA. Defendants HURST and CARBONELL submitted or directed others to submit, bids or estimates from the Relevant Companies (and other companies affiliated with HURST and CARBONELL) to Ocwen for repairs of VA-owned properties. Defendants HURST and CARBONELL also received payments from Ocwen via the Relevant Companies for contracts awarded to the Relevant Companies for repairs on VA-owned properties. Specifically, the Relevant Companies were awarded contracts on approximately 239 properties for Ocwen and were paid approximately \$2,258,132 for those contracts.

8. Defendant PIANA, as an RSM employed by Ocwen, solicited and received bids or estimates from the Relevant Companies (and other companies affiliated with HURST and CARBONELL) for repair work on VA-owned properties. Based in part on these bids or estimates, PIANA recommended that the Relevant Companies be awarded work on VA-owned properties. Based on PIANA's recommendations as an RSM, Ocwen and the VA awarded repair contracts to the Relevant Companies; and the Relevant Companies performed this repair work pursuant to the contract between the VA and Ocwen.

9. Whenever this Indictment refers to any act, deed, or transaction of any company, it means that the company engaged in the act, deed, or transaction by or through its officers,

directors, employees, agents or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs. Various individuals not made defendants in this Indictment participated as co-conspirators in the offenses charged herein and performed acts and made statements in furtherance thereof.

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

THE CONSPIRACY

Paragraphs 1 through 9 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

10. Beginning at least as early as January 2006 and continuing until as late as September 2007, in the Northern District of Illinois, and elsewhere, Defendants

BRYANT A CARBONELL,
RONALD B. HURST,
RYAN J. PIANA

and others known and unknown to the grand jury did knowingly and unlawfully combine, conspire, confederate, and agree to commit the following offenses against the United States:

a. to, directly and indirectly, corruptly give, offer, and promise a thing of value, that is, among other things, cash or cash equivalents, to public officials with intent to influence official acts, to influence such public officials to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud, on the United States, and to induce such public officials to do and omit to do acts in violation of the lawful duty of such official, including awarding or recommending award of repair work for VA-owned properties to the Relevant Companies, in violation of 18 U.S.C. § 201(b)(1);

b. to, directly and indirectly, corruptly demand, seek, receive, accept, and agree to receive and accept things of value, that is, among other things, cash or cash equivalents, in return for being influenced in the performance of official acts, in return for being influenced to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of fraud, on the United States, and in return for being induced to do and omit to do acts in violation of official duty, including awarding or recommending award of repair work for VA-owned properties to the Relevant Companies, in violation of 18 U.S.C. § 201(b)(2); and

c. to devise and participate in a scheme and artifice to defraud Ocwen Loan Servicing, LLC, and the U.S. Department of Veterans Affairs, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and to use interstate wire communications for the purpose of executing the scheme and artifice, in violation of Title 18, United States Code, Section 1343.

PURPOSES OF THE CONSPIRACY

The charged conspiracy consisted of a continuing agreement, understanding, and concert of action among the Defendants and their co-conspirators, the principal purposes of which included:

11. to award or recommend award of repair work on VA-owned properties to the Relevant Companies in return for money; and

12. to deceive Ocwen and the VA into awarding or recommending award of repair work on VA-owned properties to the Relevant Companies, by giving the false appearance of actual competition for those jobs, when, in fact, no such competition existed; and thereby to

obtain money or property for the conspirators by obtaining contracts from Ocwen and the VA for repair work on VA-owned properties, to be performed by the Relevant Companies.

MANNER AND MEANS OF THE CONSPIRACY

It was a part of the conspiracy that Defendants HURST, CARBONELL, PIANA, other RSMs recruited by PIANA, and others, would, among other things, do the following:

13. Agree that HURST and CARBONELL, or others acting at their direction, would pay PIANA, and other RSMs recruited by PIANA, a designated amount of money in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies.

14. Agree that PIANA and other RSMs recruited by PIANA would solicit multiple bids or estimates from the Relevant Companies (and other companies affiliated with HURST and CARBONELL) for the same work on a VA-owned property, thus giving the appearance of actual competition for those jobs, when, in fact, no such competition existed.

15. Agree that PIANA and other RSMs recruited by PIANA would provide bids or estimates from independent, uninvolved repair contractors to HURST and CARBONELL, before the Relevant Companies (and other companies affiliated with HURST and CARBONELL) submitted their own bids or estimates, allowing the Relevant Companies to undercut these independent bids or estimates, thus giving the appearance of actual competition, when, in fact, no meaningful competition existed.

16. Take measures (a) to hide the fact that the Relevant Companies (and other companies affiliated with HURST and CARBONELL) were related, thus giving the false appearance of competition for repair work on VA-owned properties where, in fact, there was

none; and (b) otherwise to give the appearance that the Relevant Companies were awarded contracts to repair VA-owned properties as the result of honest competition, when, in fact, no such competition existed.

17. Designate individuals other than HURST and CARBONELL to act as the figurehead owners or representatives of some of the Relevant Companies, in order to obscure HURST's ownership and control of those companies.

18. Award or recommend award of repair work on VA-owned properties to the Relevant Companies.

19. Invoice Ocwen for goods allegedly delivered and services allegedly provided pursuant to repair work on VA-owned properties awarded to the Relevant Companies, and receive payment from Ocwen based on these invoices.

20. Pay money to PIANA, who kept some of the money and who paid some to other involved RSMs, in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies. Those payments are detailed in Paragraphs 31 and 32 below.

21. Promise payments to PIANA through a credit card taken out on HURST's own account and for which PIANA was made an authorized user.

22. Agree that HURST and CARBONELL would make, or direct others to make, payments on the credit card debt in lieu of cash payments to PIANA in furtherance of the scheme described in this Indictment, as detailed in Paragraph 32 below.

23. Agree that HURST and CARBONELL would pay or direct others to pay, PIANA with checks from the Relevant Companies' bank accounts, as part of the payments to PIANA in

furtherance of the scheme described in this Indictment, as detailed in Paragraph 31 below. Some of these checks were made payable to Person H to courier the payments to PIANA; other checks were made payable to Company A; and one check was made payable to Person I, to pay off a debt owed to Person I by PIANA.

24. Total money paid to or accepted by, or agreed to be paid to or to be accepted by, PIANA in this scheme was as much as approximately \$147,285; the last payment to PIANA by the conspirators was as late as September 2007.

OVERT ACTS

In furtherance of the conspiracy and in order to accomplish its objects, the following overt acts, among others, were committed by PIANA, HURST, CARBONELL, and others in the Northern District of Illinois, and elsewhere:

25. In or about January 2006, HURST agreed to pay PIANA certain amounts of money per repair job if PIANA would use PIANA's influence to steer housing repair work to the Relevant Companies.

26. In or about January 2006, HURST and CARBONELL registered, or directed others to register, Company B as a vendor with Ocwen for VA-REO work.

27. Between in or about February 2006 to in or about February 2007, HURST formed, or directed others to form, Company D, Company E, Company F, and Company G; HURST registered, or directed others to register, these four companies and Company C, a pre-existing company, as vendors with Ocwen for VA-REO work.

28. During the relevant period, HURST and CARBONELL submitted, or directed others to submit, bids or estimates from the Relevant Companies (and other companies affiliated with HURST and CARBONELL) to Ocwen for repair work on VA-owned properties.

29. In or about July 2006, PIANA formed Company A to receive payments from HURST, CARBONELL, and the Relevant Companies under the scheme described in this Indictment. He also served as registered agent and Managing Member of Company A.

30. During the relevant period, HURST, CARBONELL, and others acting at their direction made numerous payments to PIANA in the form of (a) checks from the Relevant Companies and HURST, via specified intermediaries; and (b) multiple electronic payments, from Company B and HURST – as well as one additional, non-electronic, payment – on credit card debt incurred by PIANA. Those payments are detailed in the following two paragraphs.

31. From in or around February 2006 to in or around May 2007, HURST, CARBONELL, and others acting at their direction made the following specific payments to PIANA, in the form of checks, dated on or about the dates below, from the Relevant Companies and HURST, via the specified intermediaries. Part or all of each payment below was in return for PIANA awarding or recommending the award of repair work on VA-owned properties to the Relevant Companies. Each payment is a separate overt act.

Payment Date	Form of Payment	Payment From	Payment Via	Payment Amount
2/15/2006	Check 1085	Company B	Person H	\$2,000
2/22/2006	Check 1196	HURST	Person H	\$2,000
3/15/2006	Check 1201	HURST	Person H	\$4,000
4/13/2006	Check 1171	Company B	Person I	\$6,000
4/26/2006	Check 3001	Company E	Person H	\$17,232.98

Payment Date	Form of Payment	Payment From	Payment Via	Payment Amount
5/22/2006	Check 3022	Company B	Person H	\$6,000
5/22/2006	Check 3023	Company B	Person H	\$2,000
5/22/2006	Check 3024	Company B	Person H	\$1,500
7/29/2006	Check 1003	HURST	Person H	\$5,000
7/29/2006	Check 1002	HURST	Person H	\$5,000
8/17/2006	Check 3027	Company E	Company A	\$6,758.75
10/20/2006	Check 2733	HURST	Company A	\$8,494.75
10/31/2006	Check 3049	Company E	Person H	\$2,795
11/21/2006	Check 3494	Company B	Company A	\$1,500
11/29/2006	Check 993	Company F	Person H	\$3,600
12/6/2006	Check 3539	Company B	Company A	\$1,000
12/6/2006	Check 3540	Company B	Person H	\$1,500
1/8/2007	Check 3053	Company E	Person H	\$2,763.12
1/30/2007	Check 1507	Company F	Person H	\$5,438.75
2/9/2007	Check 1508	Company F	Company A	\$11,904.50
4/10/2007	Check 3057	Company E	Person H	\$3,236
5/21/2007	Check 3062	Company E	Person H	\$2,340.87

32. From in or around July 2006 to in or around September 2007, HURST, CARBONELL, and others acting at their direction made the following specific payments to PIANA, in the form of multiple electronic payments, on or about the dates below, from Company B and HURST – as well as one additional, non-electronic, payment – on credit card debt incurred by PIANA via the credit cards whose numbers ended in the four digits specified below. (Although the identifying number on the credit card changed throughout the relevant period, the underlying account and ownership remained the same.) Part or all of each payment below was in return for PIANA awarding or recommending the award of repair work on VA-owned properties to the Relevant Companies. Each payment is a separate overt act.

Payment Date	Form of Payment	Payment From	Payment Via	Payment Amount
9/13/2006	E-transfer	Company B	Card 2588	\$333
9/23/2006	E-transfer	Company B	Card 2588	\$13,127.84
11/28/2006	E-transfer	Company B	Card 2588	\$550
12/20/2006	Cash or Equivalent	HURST	Card 2588	\$10,134.67
3/6/2007	E-transfer	Company B	Card 2588	\$5,550
4/12/2007	E-transfer	Company B	Card 2588	\$400
7/13/2007	E-transfer	Company B	Card 0548	\$450
9/12/2007	E-transfer	HURST	Card 0548	\$14,488.01
9/26/2007	E-transfer	HURST	Card 0548	\$186.91

33. During the relevant period, PIANA, with the knowledge and agreement of HURST and CARBONELL, recruited other RSMs into the conspiracy described in this Indictment. Two of those RSMs, BENJAMIN K. GRAVES and RSM J, agreed to award or recommend award of repair work on VA-owned properties to the Relevant Companies, in return for cash payments made by PIANA on behalf of HURST and CARBONELL.

34. During the relevant period, with the knowledge of HURST and CARBONELL, PIANA paid some of the money PIANA received from HURST, CARBONELL, and the Relevant Companies to other RSMs recruited by PIANA into the scheme, in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies.

35. In or around February 2007, PIANA paid approximately \$6,100 to BENJAMIN K. GRAVES, in the form of a check from Company A to BENJAMIN K. GRAVES, in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies.

36. From in or around January 2006 and continuing until in or about March 2007, PIANA paid approximately \$3,300 to BENJAMIN K. GRAVES, in the form of cash delivered to

BENJAMIN K. GRAVES by PIANA, in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies.

37. From in or around January 2006 and continuing until in or about August 2006, PIANA paid a total of approximately \$750 to RSM J, in the form of cash delivered to RSM J by PIANA, in return for the award of or recommendation to award repair work on VA-owned properties to the Relevant Companies.

38. Throughout the relevant period, HURST and CARBONELL received payments from Ocwen via the Relevant Companies for contracts awarded to the Relevant Companies for repair work on VA-owned properties that were subject to the scheme described in this Indictment. As a result of this conspiracy, the Relevant Companies received as much as approximately \$2,258,132 for contracts on as many as 239 VA-owned properties managed by Ocwen.

(All in violation of Title 18, United States Code, Section 371.)

COUNT TWO
18 U.S.C. § 201(b)(1)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

39. From in or about February 2006 to in or about May 2007, in the Northern District of Illinois and elsewhere, Defendants

BRYANT A. CARBONELL and
RONALD B. HURST,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official with intent to influence official acts, to influence such public official to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud, on the United States, and to induce such public official to do and omit to do acts in violation of the lawful duty of such official; that is, BRYANT A. CARBONELL and RONALD B. HURST corruptly gave, offered, and promised as much as approximately \$66,407 to RYAN J. PIANA, in the form of the sixteen checks described in the table below, made payable to Person H, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Amount
2/15/2006	Check 1085	Company B	\$2,000
2/22/2006	Check 1196	HURST	\$2,000
3/15/2006	Check 1201	HURST	\$4,000
4/26/2006	Check 3001	Company E	\$17,232.98
5/22/2006	Check 3022	Company B	\$6,000
5/22/2006	Check 3023	Company B	\$2,000
5/22/2006	Check 3024	Company B	\$1,500
7/29/2006	Check 1003	HURST	\$5,000
7/29/2006	Check 1002	HURST	\$5,000
10/31/2006	Check 3049	Company E	\$2,795
11/29/2006	Check 993	Company F	\$3,600
12/6/2006	Check 3540	Company B	\$1,500
1/8/2007	Check 3053	Company E	\$2,763.12
1/30/2007	Check 1507	Company F	\$5,438.75
4/10/2007	Check 3057	Company E	\$3,236
5/21/2007	Check 3062	Company E	\$2,340.87

(All in violation of Title 18, United States Code, Section 201(b)(1).)

COUNT THREE
18 U.S.C. § 201(b)(2)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

40. From in or about February 2006 to in or about May 2007, in the Northern District of Illinois and elsewhere, Defendant

RYAN J. PIANA,

as a public official directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, in return for being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, and in return for being induced to do and omit to do acts in violation of the official duty of such official; that is, RYAN J. PIANA corruptly demanded, sought, received, accepted, and agreed to receive and accept as much as approximately \$66,407, in the form of the sixteen checks described in the table below, made payable to Person H, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Amount
2/15/2006	Check 1085	Company B	\$2,000
2/22/2006	Check 1196	HURST	\$2,000
3/15/2006	Check 1201	HURST	\$4,000
4/26/2006	Check 3001	Company E	\$17,232.98
5/22/2006	Check 3022	Company B	\$6,000

Payment Date	Form of Payment	Payment From	Payment Amount
5/22/2006	Check 3023	Company B	\$2,000
5/22/2006	Check 3024	Company B	\$1,500
7/29/2006	Check 1003	HURST	\$5,000
7/29/2006	Check 1002	HURST	\$5,000
10/31/2006	Check 3049	Company E	\$2,795
11/29/2006	Check 993	Company F	\$3,600
12/6/2006	Check 3540	Company B	\$1,500
1/8/2007	Check 3053	Company E	\$2,763.12
1/30/2007	Check 1507	Company F	\$5,438.75
4/10/2007	Check 3057	Company E	\$3,236
5/21/2007	Check 3062	Company E	\$2,340.87

(All in violation of Title 18, United States Code, Section 201(b)(2).)

COUNT FOUR
18 U.S.C. § 201(b)(1)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

41. From in or about August 2006 to in or about February 2007, in the Northern District of Illinois and elsewhere, Defendants

BRYANT A. CARBONELL and
RONALD B. HURST,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official with intent to influence official acts, to influence such public official to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud, on the United States, and to induce such public official to do and omit to do acts in violation of the lawful duty of such official; that is, BRYANT A. CARBONELL and RONALD

B. HURST corruptly gave, offered, and promised as much as approximately \$29,658 to RYAN J. PIANA, in the form of the five checks described in the table below, made payable to Company A, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Amount
8/17/2006	Check 3027	Company E	\$6,758.75
10/20/2006	Check 2733	HURST	\$8,494.75
11/21/2006	Check 3494	Company B	\$1,500
12/6/2006	Check 3539	Company B	\$1,000
2/9/2007	Check 1508	Company F	\$11,904.50

(All in violation of Title 18, United States Code, Section 201(b)(1).)

COUNT FIVE
18 U.S.C. § 201(b)(2)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

42. From in or about August 2006 to in or about February 2007, in the Northern District of Illinois and elsewhere, Defendant

RYAN J. PIANA,

as a public official directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, in return for being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, and in return for being induced to do and omit to do acts in violation of the official duty of such

official; that is, RYAN J. PIANA corruptly demanded, sought, received, accepted, and agreed to receive and accept as much as approximately \$29,658, in the form of the five checks described in the table below, made payable to Company A, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Amount
8/17/2006	Check 3027	Company E	\$6,758.75
10/20/2006	Check 2733	HURST	\$8,494.75
11/21/2006	Check 3494	Company B	\$1,500
12/6/2006	Check 3539	Company B	\$1,000
2/9/2007	Check 1508	Company F	\$11,904.50

(All in violation of Title 18, United States Code, Section 201(b)(2).)

COUNT SIX
18 U.S.C. § 201(b)(1)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

43. From in or about September 2006 to in or about September 2007, in the Northern District of Illinois and elsewhere, Defendants

BRYANT A. CARBONELL and
RONALD B. HURST,

directly and indirectly, did corruptly give, offer, and promise something of value to a public official with intent to influence official acts, to influence such public official to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud, on the United States, and to induce such public official to do and omit to do acts in

violation of the lawful duty of such official; that is, BRYANT A. CARBONELL and RONALD B. HURST corruptly gave, offered, and promised as much as approximately \$45,220 to RYAN J. PIANA, in the form of the eight electronic payments – and one non-electronic payment – described in the table below, on credit card debt incurred by RYAN J. PIANA, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Via	Payment Amount
9/13/2006	E-transfer	Company B	Card 2588	\$333
9/23/2006	E-transfer	Company B	Card 2588	\$13,127.84
11/28/2006	E-transfer	Company B	Card 2588	\$550
12/20/2006	Cash or Equivalent	HURST	Card 2588	\$10,134.67
3/6/2007	E-transfer	Company B	Card 2588	\$5,550
4/12/2007	E-transfer	Company B	Card 2588	\$400
7/13/2007	E-transfer	Company B	Card 0548	\$450
9/12/2007	E-transfer	HURST	Card 0548	\$14,488.01
9/26/2007	E-transfer	HURST	Card 0548	\$186.91

(All in violation of Title 18, United States Code, Section 201(b)(1).)

COUNT SEVEN
18 U.S.C. § 201(b)(2)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

44. From in or about September 2006 to in or about September 2007, in the Northern District of Illinois and elsewhere, Defendant

RYAN J. PIANA,

as a public official directly and indirectly did corruptly demand, seek, receive, accept, and agree to receive and accept things of value in return for being influenced in the performance of official acts, in return for being influenced to commit and aid in committing, and to collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, and in return for being induced to do and omit to do acts in violation of the official duty of such official; that is, RYAN J. PIANA corruptly demanded, sought, received, accepted, and agreed to receive and accept as much as approximately \$45,220, in the form of the eight electronic payments – and one non-electronic payment – described in the table below, on credit card debt incurred by RYAN J. PIANA, part or all of which payments were in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

Payment Date	Form of Payment	Payment From	Payment Via	Payment Amount
9/13/2006	E-transfer	Company B	Card 2588	\$333
9/23/2006	E-transfer	Company B	Card 2588	\$13,127.84
11/28/2006	E-transfer	Company B	Card 2588	\$550
12/20/2006	Cash or Equivalent	HURST	Card 2588	\$10,134.67
3/6/2007	E-transfer	Company B	Card 2588	\$5,550
4/12/2007	E-transfer	Company B	Card 2588	\$400
7/13/2007	E-transfer	Company B	Card 0548	\$450
9/12/2007	E-transfer	HURST	Card 0548	\$14,488.01
9/26/2007	E-transfer	HURST	Card 0548	\$186.91

(All in violation of Title 18, United States Code, Section 201(b)(2).)

COUNT EIGHT
18 U.S.C. § 201(b)(1)
(Bribery)

Paragraphs 1 through 38 of this Indictment are incorporated by reference as if fully stated herein, and the following is further alleged:

45. From in or about January 2006 to in or about March 2007, in the Northern District of Illinois and elsewhere, Defendant

RYAN J. PIANA,

directly and indirectly, did corruptly give, offer, and promise a thing of value, that is, among other things, cash or cash equivalents, to a public official with intent to influence official acts, to influence such public officials to commit and aid in committing, and to collude in, and allow fraud, and make opportunity for the commission of any fraud, on the United States, and to induce such public official to do and omit to do acts in violation of the lawful duty of such official; that is, RYAN J. PIANA corruptly gave, offered, and promised a thing of value to BENJAMIN K. GRAVES, in the form of cash or cash equivalents, in return for the award of or recommendation to award repair work on VA-owned properties to one or more Relevant Company.

(All in violation of Title 18, United States Code, Section 201(b)(1).)

COUNTS NINE AND TEN
18 U.S.C. § 1343
(Wire Fraud)

Paragraphs 1 through 38 of this Indictment are realleged and incorporated by reference as if fully stated herein as constituting the scheme and artifice to defraud referred to herein, and the following is further alleged:

46. From in or about January 2006 and continuing until as late as September 2007, in the Northern District of Illinois and elsewhere, Defendants

**BRYANT A. CARBONELL,
RONALD B. HURST, and
RYAN J. PIANA,**

and others, did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Ocwen Loan Servicing, LLC, and the U.S. Department of Veterans Affairs, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and did use interstate wire communications for the purpose of executing the scheme and artifice, all as more fully set forth below.

47. On or about the dates set forth below, in the Northern District of Illinois, and elsewhere, for the purpose of executing such scheme and artifice and attempting to do so, the Defendants and others did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals, and sounds, as described below:

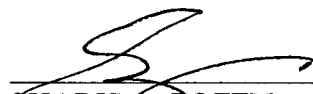
9	3/16/2007	Ocwen Loan Servicing LLC	Company B	Interstate wiring of approximately \$2,625.00
10	3/28/2007	Ocwen Loan Servicing LLC	Company C	Interstate wiring of approximately \$15,846.36

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


A TRUE BILL:

DATED: JAN. 17, 2012

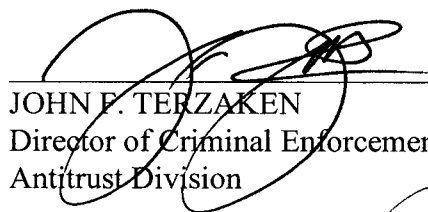
FOREPERSON



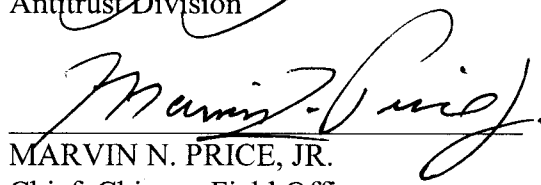
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