

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA	*	CRIMINAL NO. 21-3
	*	SECTION: "F"
v.	*	
RITCHEL MOREHEAD	*	
	*	
	*	
	*	

FACTUAL BASIS

Defendant **RITCHEL MOREHEAD** ("**MOREHEAD**"), has agreed to plead guilty to the Count 1 of the Bill of Information. Should this matter proceed to trial, the United States would prove beyond a reasonable doubt, through credible testimony and reliable evidence, the following facts. Unless stated otherwise, the following acts occurred within the jurisdiction of the Eastern District of Louisiana.

MOREHEAD was a resident of Covington, Louisiana.

MOREHEAD owned Chel Corporation, a Texas corporation. Chel Corporation maintained a bank account at Comerica Bank, and **MOREHEAD** was an authorized signatory on the account. **MOREHEAD** also had a personal account at Comerica Bank, for which she was the sole authorized signatory.

From on or about March 14, 2018, through on or about November 7, 2018, **MOREHEAD** had an account at Bank of America, under the name of Chel Corporation, for which she was the sole authorized signatory. The account was closed on or about November 7, 2018.

Individual 1 was a business person, who resided in or around Covington, Louisiana, which is in the Eastern District of Louisiana.

AUSA	<u>HDM</u>
Defendant	<u>[Signature]</u>
Defense Counsel	<u>[Signature]</u>

Individual 2 was a businessperson, who resided in or around Princeton, New Jersey, and never traveled to the Eastern District of Louisiana during the time frame of this Indictment. Individual 2 was in the business of arranging financing for loans for clients.

Individual 2's clients included Victim 1, Victim 2, Victim 3, Victim 4, Victim 5, and Victim 6 (collectively, "the Clients"). Victim 1 was a potential borrower who resided in California. Victim 2 was a potential borrower who resided in California. Victim 3 and Victim 4 were potential borrowers who resided in Oregon. Victim 5 was a potential borrower who resided in California. Victim 6 was a potential borrower who resided in Georgia. Victims 1 through 6 all sought to obtain loans from **MOREHEAD**.

MOREHEAD informed Individual 1 that **MOREHEAD** was able to finance large loans. Individual 1 introduced **MOREHEAD** to Individual 2, who was in the business of finding funding sources for large loans, on behalf of the Clients and others.

MOREHEAD entered into contracts with each of the Clients in which **MOREHEAD**, on behalf of Chel Corporation, agreed to fund loans to the Clients and their corporations. The terms of those loans included "binder fees and costs" paid up front to **MOREHEAD**, and in several cases the loans required the Clients to agree to send down payments to **MOREHEAD** as part of the loan agreement.

MOREHEAD told Individual 1 that **MOREHEAD** would compensate Individual 1 and Individual 2 for their work in arranging the loans by paying them with a percentage of the loans as a commission.

From on or about December 27, 2018 through February 8, 2019 **MOREHEAD** solicited and received funds that purported to be binder fees and costs for loans that never materialized.


On or about the dates specified in each wiring below, in the Eastern District of Louisiana and elsewhere, the defendant, **MOREHEAD**, for the purpose of executing and attempting to execute the scheme and artifice to defraud set forth above, did transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, as more particularly described below:

Date	Description of Wire Communication
December 27, 2018	An email between New Jersey and Louisiana concerning Victim 1
January 1, 2019	An email between New Jersey and Louisiana concerning Victim 2
January 2, 2019	An email between New Jersey and Louisiana concerning Victims 3 & 4
January 4, 2019	An email between New Jersey and Louisiana concerning Victim 5
January 4, 2019	An email between New Jersey and Louisiana concerning Victim 1
January 25, 2019	An email between New Jersey and Louisiana concerning Victim 6
February 9, 2019	An email between New Jersey and Louisiana concerning Victim 2

As a result of the wire fraud, the **MOREHEAD** inappropriately converted the funds as follows: on January 4, 2019, funds were transferred in the amount \$4,000 to Loyal Jewelry, Inc. in Los Angeles, California; and on January 7, 2017, funds were transferred in the amount of \$3,336 to Y/M Jewelry, Los Angeles, California.

Limited Nature of Factual Basis

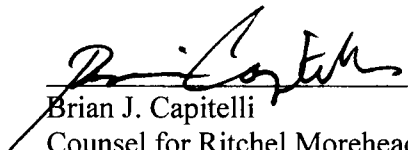
This proffer of evidence is not intended to constitute a complete statement of all facts known by **RITCHEL MOREHEAD**, and it is not a complete statement of all facts described by **MOREHEAD** to the government. Rather, it is a minimum statement of facts intended to prove the necessary factual predicate for her guilty plea. The limited purpose of this proffer is to demonstrate that there exists a sufficient legal basis for **MOREHEAD**'s plea of guilty to the charged offense.



Nicholas D. Moses
Assistant United States Attorney

1/5/22

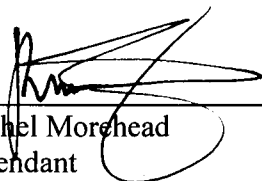
Date



Brian J. Capitelli
Counsel for Ritchel Morehead

1/5/22

Date



Ritchel Morehead
Defendant

1/7/22

Date