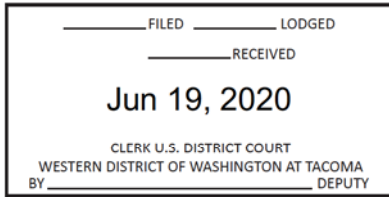


Hon. Theresa L. Fricke



UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

UNITED STATES OF AMERICA,

Case No. 3:20-mj-05149

Plaintiff,

COMPLAINT FOR VIOLATION OF  
18 U.S.C. §1343

v.

JULIE SUE DORAN,

Defendant.

Before, the Honorable Theresa L. Fricke, United States Magistrate Judge, United States Courthouse, Tacoma, Washington.

**COUNT 1**  
**(Wire Fraud)**

Beginning at a time unknown but no later than December 2014, and continuing through in or about November 2015, at Kitsap County, within the Western District of Washington and elsewhere, JULIE SUE DORAN, with the intent to defraud, devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, promises, and omitted facts, and transmitted and caused to be transmitted interstate and foreign wire communications to carry out and attempt to carry out an essential part of the scheme.

//

1 **A. Background**

2 1. At all times relevant to this Complaint, My YearLook, Inc. (“MYI”) was a  
3 corporation organized under the laws of the state of Washington with its principal place of  
4 business in Port Orchard, Kitsap County, Washington. MYI was a start-up business that was  
5 designing a web portal to collect, store, and share school yearbooks in digital form. Prior to  
6 the reorganization of MYI on February 5, 2015, JULIE SUE DORAN was the majority  
7 shareholder and Chief Executive Officer (CEO) of MYI. Following the reorganization of  
8 MYI, DORAN was no longer the majority shareholder and was hired on as the CEO through  
9 an Employment Agreement, as described below.

10 2. At all times relevant to this Complaint, American Achievement Group Holding  
11 Corporation (“AAC”) was a distributor of commemorative jewelry and other recognition  
12 products with its principal place of business in Texas. AAC was the parent company of  
13 several other brands, including Balfour, Balfour Publishing, and Taylor Publishing Company  
14 (“TPC”). These companies, among other things, provided a variety of memorabilia to  
15 students of middle schools, high schools and colleges, including yearbooks, class rings, letter  
16 jackets, and graduation regalia. For purposes of this Complaint, references to AAC include  
17 its relevant wholly owned subsidiaries: Balfour, Balfour Publishing, and TPC.

18 3. On February 5, 2015, TPC purchased a majority stake in MYI. The two  
19 companies executed the purchase through a Preferred Stock Purchase Agreement (“Purchase  
20 Agreement”) signed that same day. DORAN, acting as CEO of MYI, signed the Purchase  
21 Agreement, which resulted in the issuance and sale of 607,057 shares of MYI stock,  
22 representing 60% of MYI stock, to TPC. Pursuant to the Purchase Agreement, TPC paid  
23 \$1,299,101.98 to MYI, not DORAN, for the stock.

24 **B. Essence of Scheme and Artifice to Defraud**

25 4. The essence of the scheme to defraud was that JULIE SUE DORAN, with the  
26 intent to deceive, promised to use the proceeds of TPC’s stock purchase for the development  
27 of MYI’s business, all while intending to convert such funds for her own personal use. This  
28 false promise induced TPC to provide the funds to MYI. Had TPC known DORAN intended

1 to use these MYI monies for personal expenses, TPC would not have executed the Purchase  
2 Agreement, Employment Agreement or acquired any MYI stock. Knowing this, DORAN  
3 induced TPC into the stock acquisition and transfer of \$1,299,101.98 by intentionally and  
4 falsely promising TPC that these funds would be used for MYI's business expenses.  
5 Following TPC's funding, DORAN continued to deceive TPC regarding her use of the funds  
6 in order to maintain control over the funds and to continue with her conversion of the funds.

7 **C. The Manner and Means of the Scheme and Artifice to Defraud**

8 5. It was part of the scheme and artifice to defraud that DORAN induced TPC to  
9 pay \$1,299,101.98 for MYI's stock based on DORAN's false promise to use the funds for  
10 MYI's business expenses. In fact, DORAN intended to defraud TPC by converting a portion  
11 of these funds to her own use. This false promise was contained in the Purchase Agreement:

12 1.4 Use of Proceeds. In accordance with the directions of [MYI's]  
13 Board of Directors, as it shall be constituted in accordance with the  
14 Voting Agreement, [MYI] will use the proceeds from the sale of the  
15 Shares for general corporate purposes and future operating expenses,  
16 provided that \$120,291.00 shall be used to extinguish the payment  
17 obligations listed on Schedule 1.4 attached hereto.

18 6. It was further part of the scheme and artifice to defraud that DORAN entered  
19 into an Employment Agreement on the same day as the Purchase Agreement, by which the  
20 newly-restructured MYI hired DORAN as its CEO. Under the Employment Agreement,  
21 DORAN was to perform her duties within fifty miles of Port Orchard, Washington, except  
22 for required travel as necessary. The Employment Agreement provided DORAN with an  
23 annual salary of \$160,000, which was to be used for her personal expenses.

24 7. It was further part of the scheme and artifice to defraud that, within days of  
25 receiving TPC's funds, DORAN began converting the funds for her own use, including  
26 several transactions on February 5, 2015, the same day that she entered into the Purchase  
27 Agreement.

28 8. It was further part of the scheme and artifice to defraud that DORAN opened  
or maintained additional bank accounts under the name of MYI without disclosing those

1 accounts to AAC or TPC, thus making it more difficult for AAC to audit MYI or to  
2 otherwise examine its finances. DORAN also opened or maintained additional bank  
3 accounts in her own name and under the name of a prior business, Saphalata LLC, in order to  
4 be able to divert converted funds to multiple accounts while concealing this diversion.

5 9. It was further part of the scheme and artifice to defraud that DORAN sent wire  
6 transfers from one of the additional accounts opened in MYI's name to an individual in  
7 Aruba in order to purchase personal real estate with MYI funds, including \$51,500 that she  
8 transferred on April 13, 2015, and \$188,868.79 that she transferred on June 23, 2015. In  
9 many other instances, DORAN used additional MYI money for her personal expenses, and  
10 not MYI business expenses, which she executed by transfers from accounts in MYI's name  
11 to accounts in her name, in the name of Saphalata LLC, or through transfers to cash.

12 10. It was further part of the scheme and artifice to defraud that DORAN  
13 transferred money out of accounts in MYI's name to family members for no legitimate  
14 business purpose and solely as personal expenses.

15 11. It was further part of the scheme and artifice to defraud that DORAN altered  
16 Wells Fargo bank statements to omit reference to Aruba and sent them to employees of AAC  
17 and its subsidiaries to prevent discovery of her fraudulent transactions, thereby preventing  
18 any additional oversight that would interfere with her exclusive control over MYI money.

19 12. It was further part of the scheme and artifice to defraud that DORAN failed to  
20 respond to inquiries from employees of AAC regarding financial information about MYI. In  
21 an attempt to hide the facts of her scheme from AAC, DORAN scheduled but then failed to  
22 attend numerous calls with AAC employees and deliberately avoided phone calls and emails  
23 from AAC employees. DORAN provided fabricated excuses for not providing requested  
24 financial information to AAC employees. DORAN also falsely claimed to have provided  
25 requested financial information that she did not, in fact, send to AAC. The result of these  
26 measures was to delay and prevent any oversight by AAC, which provided DORAN with  
27 additional time to transfer and otherwise misuse MYI funds.  
28

1 13. It was further part of the scheme and artifice to defraud that DORAN  
2 converted approximately \$724,088.37 from MYI to her own use and for personal expenses.

3 **D. Execution of the Scheme to Defraud**

4 14. On or about June 23, 2015, at Kitsap County, within the Western District of  
5 Washington and elsewhere, for the purpose of carrying out or attempting to carry out an  
6 essential part of the above-described scheme, DORAN knowingly and with intent to defraud,  
7 transmitted and caused to be transmitted by wire communication in interstate and foreign  
8 commerce writings, signs, signals, pictures and sounds; specifically, DORAN wired  
9 \$188,868.79 from a MYI's Wells Fargo account, thus causing to be transmitted a wire  
10 communication from the State of Washington, through New York, to a Royal Bank of  
11 Canada account in Aruba for the purchase of real property in Aruba.

12 All in violation of Title 18, United States Code, Sections 1343 and 2.

13 The undersigned complainant being duly sworn further states:

14 15. I, Spencer B. Walker, am a Special Agent of the Federal Bureau of  
15 Investigation (FBI), currently assigned to the Seattle Field Division. I have been employed  
16 by the FBI for approximately 11 years, both domestically and internationally. The facts set  
17 forth in this Complaint are based on my own personal knowledge, including interviews I  
18 have conducted and my review of documents related to this investigation; information  
19 obtained from other individuals, including other law enforcement officers and investigators,  
20 during my investigation; and my review of reports from other law enforcement and civil  
21 agencies.

22 16. I have not set forth every fact known to law enforcement, but only such facts  
23 that I believe are necessary to establish probable cause to believe that JULIE SUE DORAN  
24 has committed wire fraud in violation of Title 18, United States Code, Section 1343.

25 17. I am the case agent responsible for an investigation of JULIE SUE DORAN,  
26 involving her use of interstate and foreign wire communications to defraud MYI and others,  
27 beginning in or before December 2014, and continuing until in or after November 2015.  
28

## I. SUMMARY OF THE INVESTIGATION

18. The FBI has been conducting an investigation into allegations that JULIE SUE DORAN defrauded MYI and its controlling shareholder, TPC, by a false promise to use MYI funds solely for business purposes. Almost as soon as DORAN received the funds used to purchase MYI, she began opening additional bank accounts, transferring the funds, and using them for her personal benefit, all in violation of her promise in the Purchase Agreement. In April and June 2015, for example, DORAN sent two wire transfers totaling \$240,368.79 to purchase real estate in Aruba. In total, such non-business transfers of MYI funds totaled approximately \$724,088.37. In September 2015, pressed to provide bank statements to AAC personnel, DORAN altered several bank statements in order to allow her to continue her fraud scheme.

## II. THE INVESTIGATION

### A. Background

19. Based on interviews of AAC personnel, I am aware that since July 2013, JULIE SUE DORAN had been working to develop a start-up venture, called My YearLook, Inc. DORAN was operating the business out of her then residence in Port Orchard, Kitsap County, Washington. In 2013, MYI was incorporated under the laws of the State of Washington. The purpose of MYI was to provide a web portal to collect, store and share college yearbook galleries in digital form. DORAN purported to have established relationships with multiple colleges in the state of Washington.

20. DORAN and MYI eventually attracted the interest of AAC, a large distributor of commemorative jewelry and recognition products. AAC is the parent company of the brands Balfour Publishing and Taylor Publishing Company, among others. Balfour Publishing provides class rings, yearbooks, letter jackets and graduation regalia to high school students, college students, and alumni.

21. On February 5, 2015, TPC, an AAC subsidiary, acquired MYI through a Stock Purchase Agreement, which I have reviewed. In doing so, TPC paid \$1,299,101.98 for 60% of MYI's stock.

1           22.    The \$1,299,101.98 that TPC paid for MYI's stock was transferred to Wells  
2 Fargo Bank account number x4266, an account that DORAN controlled. TPC expressly  
3 negotiated the purchase term that the exclusive purpose of those funds was for business  
4 expenses of MYI, including the satisfaction of preexisting payment obligations and for future  
5 business expenses. TPC would not have acquired any MYI stock without DORAN and  
6 MYI's specific agreement to this term. As stated in the Purchase Agreement:

7                   1.4 Use of Proceeds. In accordance with the directions of the  
8 [MYI's] Board of Directors, as it shall be constituted in accordance  
9 with the Voting Agreement, [MYI] will use the proceeds from the  
10 sale of the Shares for general corporate purposes and future  
11 operating expenses, provided that \$120,291.00 shall be used to  
12 extinguish the payment obligations listed on Schedule 1.4 attached  
13 hereto.

14           23.    Instead, DORAN knowingly misled TPC as she actually intended to use a  
15 portion of the stock acquisition proceeds for personal expenses and not for the benefit of  
16 MYI. In the Employment Agreement entered the same day as the Purchase Agreement, the  
17 newly restructured MYI hired DORAN as its CEO. Under the Employment Agreement,  
18 which I have also reviewed, DORAN was to perform her duties within fifty miles of Port  
19 Orchard, Washington, except for required travel as necessary. The Employment Agreement  
20 provided DORAN with an annual salary of \$160,000, which she could use for personal  
21 expenses.

22           **B.    DORAN Begins Converting Funds Paid to MYI for Business Purposes**

23           24.    On June 2, 2020, I interviewed DORAN at her residence, which is now located  
24 in Gig Harbor, Pierce County, Washington. During the interview, DORAN admitted that the  
25 purpose of TPC's funds as provided in the Purchase Agreement was for business purposes  
26 only. During the interview, DORAN also admitted to misusing the funds for personal  
27  
28

1 expenses that were not related to the business, as with the purchase in Aruba that is described  
2 below.<sup>1</sup>

3 25. Within days of obtaining TPC's stock purchase funds, DORAN began  
4 converting the funds to her own use pursuant to her scheme to defraud TPC. Based on an  
5 FBI forensic accounting described below, I am aware that TPC provided the funds for its  
6 stock purchase in two installments, one on December 10, 2014, and another on February 5,  
7 2015. At the time of the first installment, MYI had an approximate total of \$375.02 in all of  
8 its bank accounts. Pursuant to the Purchase Agreement, the December 10, 2014, payment  
9 was solely provided "to extinguish certain payables" related to MYI. However, the FBI  
10 forensic accounting demonstrates that DORAN also used this "payables" payment for  
11 personal expenses and not for the benefit of MYI.

12 26. For example, on December 10, 2014, the same day DORAN received the first  
13 installment of \$55,000 from AAC, and months before signing the Purchase Agreement,  
14 DORAN used \$3,755 of MYI funds to write a check to "Northwind Farm." Before the  
15 infusion of this \$55,000, the account from which this check was written contained a balance  
16 of \$37.16. I have reviewed the website for Northwind Farm and know that it appears to be a  
17 horse boarding and training facility in Port Orchard. During this investigation, I did not  
18 discover any business relationship between Northwind Farm and MYI.

19 27. This payment follows a pattern of payments prior to December 2014 for  
20 equestrian related activities for one of DORAN's daughters. On December 31, 2014, also  
21 before signing the Purchase Agreement, DORAN used \$90.00 of MYI funds at County  
22 Saddlery. I have reviewed County Saddlery's website, and it appears to be a saddle  
23 company. During this investigation, I did not discover any business relationship between  
24 County Saddlery and MYI. As the FBI has learned from the forensic accounting described  
25 below, the funds had been transferred from an MYI account to a Wells Fargo account  
26

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27 <sup>1</sup> During the interview, DORAN indicated that she had recently undergone thyroid surgery and was taking medication to  
28 mitigate pain. Nonetheless, DORAN voluntarily answered my questions and appeared lucid based on her speech and  
appearance. In an abundance of caution, I ended the interview early to avoid exhausting DORAN.



1 number x9138, registered to Saphalata LLC, a defunct company that DORAN previously  
2 owned.

3 28. On February 9, 2015, four days after DORAN signed the Purchase Agreement,  
4 DORAN made another purchase at the County Saddlery in the amount of \$3,490.00. Again,  
5 the funds came from the Saphalata LLC account no. x9138, but were originally from MYI's  
6 account, as the FBI analysis revealed. Similarly, on February 11, 2015, DORAN used the  
7 same Saphalata LLC account to spend \$3,251.26 in MYI funds at Rentstar in Aruba. I have  
8 reviewed Rentstar's website, and it provides rentals of villas in Aruba. During this  
9 investigation, I did not discover any business relationship between Rentstar and MYI.

10 29. On December 10, 2014, DORAN also wrote a check to Susan Sadler for  
11 \$11,000 from MYI funds. As I know from government databases, Susan Sadler is  
12 DORAN's mother. On February 5, 2015, the same day the second installment of TPC funds  
13 was received, DORAN wrote another check to Sadler for \$8,025.37.

14 30. On February 24, 2015, DORAN wrote a check with MYI funds to Nelson  
15 Muttich for \$25,000. Based on publicly available information, Muttich appears to be a horse  
16 trainer at Northwind Farm.

17 31. Based upon my investigation, I did not discovery any business relationship  
18 between MYI and these individuals. These individuals are not listed as vendors or holders of  
19 MYI payables. These transactions indicate that even the money provided to DORAN to  
20 extinguish business related payables pursuant to the Purchase Agreement was in reality used  
21 for DORAN's personal benefit. Furthermore, DORAN's personal expenditures far exceeded  
22 the amount specified for accounts payables she allegedly incurred.

### 23 **C. DORAN's Aruba Purchase and Other Fraudulent Transactions**

24 32. In April and June 2015, following the Purchase Agreement, DORAN  
25 transferred MYI funds from Well Fargo bank account in the State of Washington to Aruba  
26 for the purchase of real estate. On June 23, 2015, DORAN transferred \$188,868.79 in MYI  
27 funds to Aruba for purchase of real estate. I have reviewed the wire transfer detail for the  
28 transaction. The detail provides the company name *MY YEARLOOK INC. 6749 SE*

1 SKYCREST LN PORT ORCHARD, WA and account number x4624 as the account debited.  
2 The memo section reads “*purchase of house boroncanna 119 aruba.*” The detail lists an  
3 initial destination of Wells Fargo in New York, New York, then an intermediary institution  
4 RBC Royal Bank (Aruba) for beneficiary customer “*notarispraktijk johnson italiestraat 50*  
5 *units 10 10-a orange plaza, aruba.*”

6 33. The monthly statement for the Wells Fargo x4624 account provides the  
7 following description for the transaction: “*WT 150623-131942 Rbc Royal Bank*  
8 *(Aru/Bnfptyofnotarispraktijk Johnson Srf# 0062938174980183 Trn#150623131942.*”

9 34. A review of the Wells Fargo April 2015 statement for account x4624 reveals  
10 an additional transaction to Aruba. On April 13, 2015, DORAN wired \$51,500 to Aruba.  
11 The wire description suggests the money went to the same person as the June 23, 2015,  
12 transaction. During my interview of DORAN on June 2, 2020, DORAN admitted to making  
13 the transfer to Aruba with MYI funds, and claimed to have intended the transfer as a  
14 personal loan that she would pay back.

15 35. In September 2015, DORAN sent an email to AAC personnel with what she  
16 represented as the bank statements for the Wells Fargo account no. x4624. Included in the  
17 email is an altered statement for June 2015, which DORAN altered to hide the \$188,868.79  
18 transfer to Aruba. DORAN altered the statement to show an amount of \$18,868.79 (rather  
19 than the actual amount of \$188,868.79). DORAN also altered the Description field to omit  
20 any reference Aruba. The altered description reads as follows: “*\* WT 150623-131942 Rbc*  
21 *Royal Bank (Divami Srf# 0062938174980183 Trn#150623131942 Rfb#.*” Based on  
22 information provided by AAC, Divam is an AAC and MYI vendor who had previously  
23 reported no payment for services provided to MYI. When I interviewed DORAN on June 2,  
24 2020, DORAN admitted to sending this email and to altering the bank statement to delay  
25 discovery of her Aruba transaction.

26 36. In addition to the Aruba transactions, there are several other transactions  
27 revealing transfers of MYI funds to DORAN’s family members, the purchase of a Harley  
28 Davidson motorcycle, an automobile, a recreational vehicle (RV), and other transactions

1 unrelated to MYI business. As described below, AAC was unaware of these transfers and  
2 expenses that did not benefit MYI.

3 **D. AAC Discovers Irregularities with MYI**

4 37. As I am aware from interviews of AAC personnel and review of emails,  
5 DORAN participated in monthly status and quarterly board meetings with AAC  
6 management. She provided regular updates about the direction and business of the new  
7 company. In mid-2015, however, AAC management began to notice inconsistencies in the  
8 information provided by DORAN. Two software developers who were also AAC vendors  
9 stated that they had not been paid by MYI. Edward Pfaff, AAC Chief Financial Officer,  
10 offered to help DORAN manage MYI's accounting records. I have reviewed the email  
11 communication between DORAN and Pfaff, as well as others. DORAN's communications  
12 gave the appearance of a busy but disorganized businessperson. She accepted Pfaff's help  
13 and seemed grateful for his assistance, which would allow her to focus on other aspects of  
14 the business.

15 38. There were periods in which DORAN did not respond to requests for records  
16 from Pfaff and others. In her emails, DORAN provided various excuses, including her  
17 phone dying, fires in Eastern Washington, personal health issues, and theft of her computers.  
18 Pfaff began increasingly concerned about DORAN's ability to run MYI and keep track of  
19 company finances.

20 39. On August 27, 2015, DORAN emailed Hersh Miles, Corporate Controller for  
21 Balfour, an AAC subsidiary in Texas. In the email explaining her inability to send financial  
22 statements from 2014, DORAN stated, "between the fires and the road closures I have been  
23 on the road for 15 days at this point." In the same email, DORAN also states "we are  
24 launching the app in 9 schools and I have been on campus and therefore, between no signal,  
25 or internet most of the time and trying to be in 9 places all at the same time, I just have not  
26 been able to figure out how to access or get you the information."

27 40. In September 2015, DORAN provided several months of Wells Fargo bank  
28 statements to members of Pfaff's staff, including statements that covered the June 23, 2015,

1 Aruba transaction. On September 3, 2015, Julie Doran <[julie@myyearlook.com](mailto:julie@myyearlook.com)> wrote to  
2 Hersh Miles <[hersh.miles@balfour.com](mailto:hersh.miles@balfour.com)> the following:

3 *Subject: statements*

4 *Attachments: April 2015.pdf; AUG 2015.pdf; July 2015.pdf; June 2015.pdf; May*  
5 *2015.pdf*

6 *This was stuck in out box Feb and March are the old credit union bank I thought I*  
7 *had hard copy as don't have access ordered copies but will go later today and pick up*  
8 *a copy of the online version*

9 *I am having some difficulty with quickbooks I am doing my best to get it all in the*  
10 *correct way as I know it will have to you as soon as I finish thought I had it all done*  
11 *but found more to enter I am finally home though so will complete this morning”*

12 41. On November 11, 2015, DORAN emailed Divakar Jandhyala, Edward Pfaff  
13 and Steven Parr, all Balfour and AAC employees in Texas, indicating, fraudulently, that she  
14 was ready to launch MYI with three client universities: “I have the 2 small schools [Pacific  
15 Lutheran University and Puget Sound University] ready to go as well as WSU [Washington  
16 State University] . . . hoping to be able [sic] to go live with the first 2 today or tomorrow  
17 with WSU this weekend . . . .” In fact, DORAN had no such customers lined up as I know  
18 from contacting representatives of each school.

19 42. Soon after receiving these records and others from DORAN, AAC employees  
20 discovered that DORAN had opened multiple other Wells Fargo accounts unknown to AAC.  
21 When TPC provided initial funding to MYI, AAC management was aware of only one Wells  
22 Fargo account number x4266. AAC Chief Financial Officer Edward Pfaff, also working in  
23 Texas, learned DORAN had opened additional Wells Fargo accounts, including x9731, and  
24 x4624 among others. Pfaff began to be suspicious. He requested additional records from  
25 DORAN, including wire transfer information and copies of purported client contracts, such  
26 as from Washington State University. DORAN was unresponsive. Pfaff contacted Wells  
27 Fargo directly and attempted to obtain his own copies of the bank statements. However, as a  
28

1 number of the accounts were controlled solely by DORAN, he was not able to do so until  
2 April 2016.

3 43. Upon receiving the bank statements, Pfaff observed that they had material  
4 differences from those provided by DORAN, including the hidden Aruba transaction  
5 described above.

6 44. Following the discovery of the altered statements and fraudulent transactions,  
7 AAC CFO Edward Pfaff, and others, made many attempts to contact DORAN. DORAN  
8 grew increasingly difficult to reach, as I have learned from reviewing emails DORAN sent to  
9 Pfaff and others at AAC. DORAN traveled to Aruba, and upon returning home, advised that  
10 she had a serious medical issue. She missed scheduled meetings. She offered excuses such  
11 as that she had been robbed and that her phone had died. AAC eventually decided to  
12 conduct an investigation into allegations of theft committed by DORAN. The investigation,  
13 undertaken by AAC's insurance company, AON Claims Preparation (AON), concluded that  
14 the entire acquisition of MYI was a fraud perpetrated by DORAN.

15 45. In February 2016, MYI terminated DORAN as CEO. AAC recovered  
16 \$240,000 that was still remaining in MYI accounts.

17 46. MYI filed a civil complaint against DORAN in the Western District of  
18 Washington. MYI filed a Motion for Default Judgment for \$1,059,102. DORAN failed to  
19 appear. The Honorable Judge Benjamin H. Settle granted the judgment.

## 20 **E. FINANCIAL ANALYSIS**

21 47. After being contacted by AAC, the FBI began a forensic financial analysis of  
22 the accounts related to MYI and DORAN. The analysis was separate and independent from  
23 the analysis conducted by AAC and AON. The FBI obtained the same bank and financial  
24 records obtained and analyzed by AAC and AON; however, the FBI also obtained additional  
25 records and information. The FBI analysis revealed the following information:

26 48. DORAN initially used two bank accounts with JPMorgan Chase Bank (JPMC)  
27 to conduct business transactions for MYI. These JPMC accounts ending in x2883 and x1172  
28 were opened on or around August 30, 2013. DORAN deposited around \$296,350.00 of MYI

1 original investor (other than TPC) money into JPMC account x1172 between September 3,  
2 2013, and November 17, 2014.

3 49. DORAN was also initially using two Wells Fargo bank accounts ending in  
4 x9138 and x2777 for MYI business purposes. These accounts were opened on or prior to  
5 May 23, 2013. However, these two accounts were opened under another business name,  
6 Saphalata LLC (Saphalata). Saphalata was a business DORAN previously owned and  
7 controlled, but it had been closed by the Washington Secretary of State. DORAN deposited  
8 \$35,000.00 of MYI investor (other than TPC) funds into the Saphalata account ending in  
9 x9138, on or around August 16 to August 19, 2013.

10 50. DORAN opened two Wells Fargo accounts on or around September 13, 2013  
11 ending in x4266 and x2595, in the name of MYI and deposited \$25,000.00 in the account  
12 ending in x4266 with initial MYI investor funds.

13 51. From August 13, 2013, to November 17, 2014, DORAN solicited and received  
14 at least \$356,350.00 from initial MYI investors and deposited these funds into the bank  
15 accounts as listed above. Over 75% of those funds appear to have been spent for personal  
16 expenses through the MYI bank accounts or were transferred to DORAN's personal bank  
17 accounts. By November 30, 2014, less than \$4,000.00 of these funds were remaining in the  
18 above mentioned MYI or Saphalata bank accounts.

19 52. On December 10, 2014, MYI received \$55,000.00, the first installment from  
20 TPC for its purchase of MYI stock. This installment was transferred into the MYI Wells  
21 Fargo bank account ending in x4266. By January 15, 2015, a little over a month later, less  
22 than \$100.00 of these funds remained in the MYI bank account. More than 90% of these  
23 funds appear to have been used by DORAN for personal expenses, transferred to other  
24 accounts, or paid to other family members.

25 53. On February 5, 2015, MYI received the second installment from TPC for its  
26 stock purchase. The second installment was in the amount of \$1,244,101.98. This  
27 installment was transferred into the MYI Wells Fargo bank account ending in x4266. By  
28

1 April 2, 2015, two months later, these funds had been expended or transferred into other  
2 bank accounts.

3 54. From around September 11, 2014, through September 30, 2015, DORAN  
4 opened several additional bank accounts:

5 <b>Bank Name</b>	<b>Approx. Date Opened</b>	<b>Account Number</b>	<b>Account Name</b>
6 WSECU	9/11/2014	XXXXXX0964	Julie Doran
7 Wells Fargo	3/19/2015	XXXXXX0821	Julie S. Doran
8 Wells Fargo	3/19/2015	XXXXXX2004	Julie S. Doran
9 Wells Fargo	3/19/2015	XXXXXX2012	Rachel Doran/Julie Doran
10 Wells Fargo	3/19/2015	XXXXXX5915	Sara Doran/Julie Doran
11 Wells Fargo	3/19/2015	XXXXXX4624	My Year Look Inc
12 Wells Fargo	3/19/2015	XXXXXX9731	My Year Look Inc
13 Wells Fargo	3/19/2015	XXXXXX9756	Saphalata, LLC (Business closed by Washington Secretary of State)
14 Wells Fargo	9/30/2015	XXXXXX0207	My Year Look Inc

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16  
17 55. Due to other deposits into these accounts and due to DORAN's numerous  
18 transfers of MYI funds in and out of the accounts, the FBI conducted a Tracing of the Funds  
19 analysis. The purpose of the Tracing analysis was to trace the movement of the  
20 \$1,299,101.98 that TPC transferred to MYI. The following is a summary of the Wells Fargo  
21 account ending in x4266 upon initial receipt of the \$1,299,101.98.

22 56. From on or around December 10, 2014, until she no longer had access to MYI  
23 funds in 2016, DORAN transferred \$939,876.49 of MYI funds from the MYI Wells Fargo  
24 account ending in x4266, in the State of Washington and as listed above, into and out of 18  
25 accounts, before fully expending the funds. These transfers include the MYI Wells Fargo  
26 account ending in x4266 because some of the funds were transferred back into this account  
27 after being transferred to other accounts. The transfers were to the following 18 accounts:  
28

	<b>Bank Name</b>	<b>Bank Account</b>	<b>Account Name</b>
1			
2	Wells Fargo	XXXXXX4266	My Year Look
3	Wells Fargo	XXXXXX9731	My Year Look
4	Wells Fargo	XXXXXX2595	My Year Look
5	Wells Fargo	XXXXXX4624	My Year Look
6	Wells Fargo	XXXXXX0207	My Year Look
7	JP Morgan Chase	XXXXXX1172	My Year Look
8	Wells Fargo	XXXXXX9138	Saphalata LLC
9	Wells Fargo	XXXXXX9756	Saphalata LLC
10	Wells Fargo	XXXXXX0731	Julie S. Doran
11	Wells Fargo	XXXXXX0777	Julie S. Doran
12	Wells Fargo	XXXXXX0821	Julie S. Doran
13	Wells Fargo	XXXXXX2004	Julie S. Doran
14	Wells Fargo	XXXXXX2012	Rachel Doran/Julie Doran
15	Wells Fargo	XXXXXX5185	Rachel Doran/Julie Doran
16	Wells Fargo	XXXXXX5915	Sara Doran/Julie Doran
17	Washington State Employees Credit Union	XXX0964.01	Julie Doran
18	Washington State Employees Credit Union	XXX0964.09	Julie Doran
19	Washington State Employees Credit Union	XXX0964.08	Julie Doran
20			
21			
22			
23			

24           57.    The FBI traced the MYI funds through each account to determine how  
25 DORAN expended each dollar of MYI funds. In analyzing MYI's expenditure of TPC's  
26 original \$1,299,101.98, the FBI identified \$575,013.61 in expenses that appear to be related  
27 to MYI business. These include the following:  
28



<b>Amount</b>	<b>Description of Use of MYI Funds</b>
\$ 137,438.61	General MYI General Operating Expenses
\$ 150,000.00	Original MYI Investor Payoffs
\$ 7,000.00	Payment to Marilynne White
\$ 5,000.00	Payment to Scale Finance
\$ 21,625.00	Payment to Divami – AAC vendor
\$ 13,950.00	Payment to Sevyra – AAC vendor
\$ 240,000.00	Amount returned to AAC after DORAN's termination
<b>\$ 575,013.61</b>	<b>TOTAL</b>

58. The \$137,438.61 in operating expenses consisted of the following:


<b>Amount</b>	<b>Operating Expense Type</b>
\$ 1,724.08	Advertisement
\$ 91,299.00	AP Accrued by Doran prior to TPC purchase
\$ 2,459.22	Bank Service Charges
\$ 4,422.71	Cable & Internet
\$ 16,271.00	AP Accrued by Dave Wollert prior to TPC purchase
\$ 462.65	Domain Hosting
\$ 4,493.25	Office Expense
\$ 3,868.61	Paypal Purchases
\$ 12,124.89	Web Services
\$ 313.20	Website Design
<b>\$ 137,438.61</b>	<b>TOTAL</b>

59. The FBI also identified \$724,088.37 in expenses that appear to be personal expenses and not for the benefit of MYI. These include the following:


Amount	Description of Use of MYI Funds
\$ 38,387.23	Payments to DORAN's personal credit card, loan accounts or other payments to DORAN's bank accounts
\$ 80,987.66	Cash withdrawals made by DORAN, includes ATM or other fees
\$ 56,644.26	Travel expenses that appear to be personal in nature
\$ 62,106.87	Other miscellaneous personal expenses, including automobile, clothing, pet costs, education, entertainment, groceries, household expenses, insurance, jewelry, legal, medical, personal care, postage, rent, restaurants, taxes, telephone
\$ 144,487.25	Other people and entities paid with no apparent connection to the business of MYI
\$ 12,087.00	Payments to Avalon Lakewood Pl, Lakewood, Washington
\$ 32,100.00	Kirkland RV Sales
\$ 8,000.00	Empire Today
\$ 2,700.28	Apple Store
\$ 7,300.00	County Saddlery
\$ 4,500.00	Horse Trailer
\$ 5,005.46	Ashley Furniture
\$ 2,406.58	Big Lots
\$ 27,006.99	Car lease payments, property management and other payments in Aruba
\$ 240,368.79	Payments to Notarispraktijk Johnson in Aruba for property
<b>\$ 724,088.37</b>	<b>TOTAL</b>

60. Thus, of the \$1,299,101.98 that TPC distributed to MYI, it appears DORAN spent no more than \$575,013.61 (44.26%) on MYI expenses and \$724,088.37 (55.74%) on unauthorized personal expenses.

1 6l. Based on the foregoing, I submit that probable cause exists to believe that  
2 JULIE SUE DORAN has committed violations of Title 18, United States Code,  
3 Sections 1343 and 2.  
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6 \_\_\_\_\_  
7 SPENCER B. WALKER  
8 Special Agent  
9 Federal Bureau of Investigation

10 The above-named agent provided a sworn statement attesting to the truth of the  
11 contents of the foregoing affidavit by telephone on this 19th day of June, 2020. The  
12 Court hereby finds that there is probable cause to believe that the Defendant  
13 committed the offense set forth in the Complaint.  
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16 \_\_\_\_\_  
17 HON. THERESA L. FRICKE  
18 United States Magistrate Judge  
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