

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

UNITED STATES OF AMERICA)	
)	
v.)	Cause No. 3:11-CR-00147-RLM
)	
PAUL J. PAGE (02))	

PETITION TO ENTER GUILTY PLEA

The defendant above named respectfully represents to the Court as follows:

1. My full true name is Paul J. Page, and I request that all proceedings against me be had in the name which I here declare to be my true name.

2. I have attended school and I have the ability to read, write, and speak the English language.

3. I am represented by counsel and my lawyer’s name is Robert W. Hammerle.

4. I have received a copy of the 14-count Indictment filed in December 2011 and have read and discussed it with my lawyer, and believe and feel that I understand every accusation made against me in this case.

5. I have told my lawyer the facts and surrounding circumstances as known to me concerning the matters mentioned in the Indictment and believe and feel that my lawyer is fully informed as to all such matters. My lawyer has since informed me and has counseled and advised me as to the nature and cause of every accusation against me and as to any possible defenses I might have in this case.

6. I understand that I am entitled to have all of my rights which may be involved in this matter explained to me, and that I have the right to have any questions I may have answered for me.

7. I understand that I have a right to plead NOT GUILTY to any offense charged against me, and that under a plea of NOT GUILTY the Constitution guarantees me:

- (a) the right to a speedy and public trial by a twelve-person jury of my peers, selected according to law, in the Northern District of Indiana, which must return a unanimous verdict of GUILTY before I can be convicted;
- (b) the right to be released on reasonable bail until my trial occurs;
- (c) the right to see, hear, and cross-examine all the witnesses against me at my trial;
- (d) the right to use the power and process of the Court to compel the production of any evidence, including the attendance of any witnesses, in my favor at my trial;
- (e) the right to the assistance of counsel at every stage of the proceedings, including upon an appeal if need be;
- (f) the right not to testify without prejudice; and,
- (g) that in the event that I should be found GUILTY of the charge against me, the right to appeal my conviction on such charge to a higher court.

8. I understand, also, that if I plead GUILTY, I waive the right to trial by jury and all of the other rights mentioned above.

9. Notwithstanding the above, I have, with the assistance of counsel, entered into an agreement with the government as follows:

- (a) I agree to plead guilty to Count 13 of the Indictment, which charges me with a scheme to commit wire fraud. I agree to plead guilty to this charge because I am in fact guilty of this offense.

- (b) I admit that, in the Northern District of Indiana, I 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, and promises, and for the purpose of executing the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowingly transmitted and caused to be transmitted in interstate commerce, by means of wire communications, certain writings, signs, signals, and sounds. Specifically, on April 18, 2008, John Bales's financial institution wired \$361,635.63 to a title insurance company for the purchase of a building located at 1659 Mishawaka Street, Elkhart, Indiana (the "Elkhart Building"), in violation of Title 18, United States Code, Section 1343.

I became involved in this scheme in early 2008, when John Bales solicited me to acquire the Elkhart Building. Bales and I agreed that I would borrow money from a bank to purchase the Elkhart Building. Bales agreed to provide any additional funds, beyond the money from the bank, needed to buy the Elkhart Building. In return, we agreed that I would repay Bales's money and that he would receive a share of the profits when we resold the Elkhart Building. I understood from Bales that this would be a joint business venture and that we would make decisions together regarding the Elkhart Building.

Bales's company, Venture Real Estate Services, LLC ("Venture"), formed L&BAB, LLC, the company used to purchase the Elkhart Building. I later learned that L&BAB was an abbreviation for "Lazy and Broke Ass Bitch" or "Lazy and Broke Ass Bitches," which Bales used to refer to me. Venture played a significant role in arranging the purchase of the Elkhart Building and in negotiating the closing statements for the purchase.

In furtherance of this plan, on April 18, 2008, Bales had \$361,635.63 wired to the title insurance company to finance the purchase of the Elkhart Building. I understand that this wire crossed state lines. Venture received an \$88,400 commission and a \$28,875 broker fee.

Venture negotiated the closing statements for the purchase of the Elkhart Building and I signed them. Included on the closing statements was a \$22,700 development fee which stated "1/2-L&BAB LLC." L&BAB received this development fee on about April 23, 2008, and L&BAB then paid a \$22,700 development fee to BAB Equity on about October 3, 2008. L&BAB paid Venture a further \$33,808 development fee from the Elkhart Building on about April 23, 2009. I fully understood, when I signed the closing statements, that L&BAB would not keep any portion of any development fee and that L&BAB would later pay it to BAB Equity and/or Venture.

After the purchase of the Elkhart Building, Bales and Venture played a significant role in leasing space in it to two state agencies, in obtaining insurance for it, and in attempting to resell it.

Despite the role of Bales and Venture concerning the Elkhart Building, and even though I had received funds from Bales to purchase it, I knowingly and purposely hid from the bank the fact that Bales had provided funds to purchase the Elkhart Building. I did this even though I was required to provide the bank with true and correct financial information. I informed Bales that I had "spun" with the bank that I would be the sole owner of the Elkhart Building.

In approximately October 2009, Bales provided me a mortgage to sign, which secured the money that Bales had provided for the purchase of the Elkhart Building. Venture had backdated the mortgage to May 2008. I signed the mortgage and had it notarized, and Venture filed it. I never obtained the bank's permission to have this mortgage filed or provided the bank with a copy of the mortgage, even though my agreements with the bank prohibited the filing of any other mortgages on the Elkhart Building. Venture was informed that there could be no other debt on the Elkhart Building.

- (c) I understand that the maximum penalties for a violation of Title 18, United States Code, Section 1343, as charged in the Indictment, are 20 years of imprisonment, a \$250,000 million fine, three years of supervised release, and a \$100 mandatory special assessment.

- (d) I understand that the U.S. Sentencing Guidelines are advisory only, and that the specific sentence to be imposed on me will be determined by the judge after a consideration of a pre-sentence investigation report, input from counsel for myself and the government, federal sentencing statutes, and the U.S. Sentencing Guidelines. I understand that the law gives a convicted person the right to appeal the conviction and the sentence imposed; I also understand that no one can predict the precise sentence that will be imposed, and that the Court has jurisdiction and authority to impose any sentence within the statutory maximum set for my offense(s) as set forth in this plea agreement. With this understanding and in consideration of the government's entry into this plea agreement, I expressly waive my right to appeal or to contest my conviction and my sentence and any restitution order imposed or the manner in which my conviction or my sentence or the restitution order was determined or imposed, to any Court on any ground, including any claim of ineffective assistance of counsel unless the claimed ineffective assistance of counsel relates directly to this waiver or its negotiation, including any appeal under Title 18, United States Code, Section 3742, or any post-conviction proceeding, including but not limited to a proceeding under Title 28, United States Code, Section 2255.
- (e) I waive all rights, whether asserted directly or through a representative, to request or receive from the United States any further records, reports, or documents pertaining to the investigation or prosecution of this matter. This waiver includes, but is not limited to, rights conferred by the Freedom of Information Act and the Privacy Act of 1974. Further, I acknowledge that I have received all discovery required by law prior to the entry of this plea.
- (f) I agree to pay the \$100 special assessment that I owe at the time of my sentencing in this matter.
- (g) I agree that my base offense level under Sentencing Guideline § 2B1.1(a)(1) is 7.
- (h) I agree that my offense involved sophisticated means under Sentencing Guideline § 2B1.1(b)(10), for a two-level increase in my base offense level.
- (i) I agree that I derived more than \$1,000,000 in gross receipts from a financial institution as a result of my offense under Sentencing Guideline § 2B1.1(b)(15)(A), for a two-level increase in my base offense level.

- (j) I agree that I abused a position of trust and/or utilized a special skill in a manner that significantly facilitated the commission or concealment of my offense under Sentencing Guideline § 3B1.3, for a two-level increase in my base offense level.
- (k) I agree that the government will recommend to the Court that I have accepted responsibility under Sentencing Guideline § 3E1.1.
- (l) I agree that the United States is entitled to forfeiture of the Elkhart Building. I agree to provide all information and to execute all documents necessary to facilitate the forfeiture of the Elkhart Building.
- (m) I have reached a Cooperation Agreement with the United States Attorney's Office for the Southern District of Indiana. Pursuant to that Agreement, I will enter a plea of guilty in this case, in accordance with this petition, and will cooperate fully with the United States Attorney's Office for the Southern District of Indiana in regard to the matters that I have been informed that the United States Attorney's Office for the Southern District of Indiana is investigating. I understand that I have no cooperation agreement of any kind with the United States Attorney's Office for the Northern District of Indiana.
- (n) Other than what is contained in this plea agreement, no predictions, promises, or representations have been made to me as to the specific sentence that will be imposed or any other matter.

10. I am prepared to state to the Court my reasons based on the facts in this matter that cause me to believe that I am GUILTY as charged.

11. I believe and feel that my lawyer has done all that anyone could do to counsel and assist me, and that I now understand the proceedings in this case against me.

12. I declare that I offer my plea of GUILTY freely and voluntarily and of my own accord, and no promises have been made to me other than those contained in this petition, nor have I been threatened in any way by anyone to cause me to plead GUILTY in accordance with this petition.

13. I understand and acknowledge that this petition, once filed with the Court, is a public document and available for public viewing.

s/Paul J. Page

Paul J. Page

Defendant

s/Robert W. Hammerle

Robert W. Hammerle

Attorney for Defendant

APPROVED:

DAVID CAPP

UNITED STATES ATTORNEY

By: s/Jesse M. Barrett

Jesse M. Barrett

Assistant United States Attorney