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DISTRICT OF OREGON)
) ss. AFFIDAVIT OF KENNETH W. JAMESON
COUNTY OF LANE) IN SUPPORT OF A SEARCH WARRANT

I, KENNETH W. JAMESON, having been duly sworn, depose and say:

I. STATEMENT OF EXPERIENCE

1. I am a Special Agent with the Federal Bureau of Investigation (FBI) and have been so employed for approximately one-and-a-half years. I am currently assigned to the Eugene, Oregon Resident Agency of the FBI, and in that capacity, I am currently responsible for investigating various federal violations, including violations of wire fraud and financial institution fraud.

II. STATEMENT OF OBJECTIVES

2. I submit this affidavit in support of a search warrant for 1750 Green Siding Road, Roseburg, Oregon, the principal place of business for North River Boats, Inc. and North River Marine - Oregon, Inc., to wit: a fabricated structure that is the size of about one-and-a-half football fields, with a blue aluminum exterior and white roof. The facility is located on the north side of Green Siding Road with a two-to-three row parking lot between itself and the road. Over a glass double door that provides entrance to the facility for the western side of the parking lot, a chrome sign displays "NORTH RIVER BOATS" and "1750 GREEN SIDING ROAD" in large red letters.

3. As set forth below, I have probable cause to believe, and do believe, that individuals operating on behalf of North River Boats, Inc. (North River Boats) and its affiliated retail companies North River Marine - Oregon, Inc., North River Marine - California, Inc., North River Marine - Washington, Inc., Portland Performance Marine, Inc., and Xcess Marine, Inc., hereinafter collectively referred to as North River Marine, committed violations of Title 18 U.S.C. § 1343, fraud by wire, radio, or television. Furthermore, I have probable cause to believe,

and do believe, that evidence of, or property used in committing, fraud by wire, radio, or television, in violation of Title 18 U.S.C. § 1343, is presently located at 1750 Green Siding Road, Roseburg, Oregon.

4. The statements in this affidavit are based, in part, on my own background and experiences and on the results of my investigation into the matter. Since this affidavit is being submitted for the limited purpose of securing a search warrant, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts which are necessary to establish probable cause to support the requested search warrant.

III. APPLICABLE LAW

Title 18 U.S.C. § 1343 provides, in part:

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both.

IV. EVIDENCE SUPPORTING PROBABLE CAUSE

A. Overview

5. In 2006, Wells Fargo Bank (Wells Fargo) extended the boat retail company North River Marine an \$8 million working capital line-of-credit so that North River Marine could obtain financing for its business operations. For providing the financing in the line-of-credit, Wells Fargo maintained a secured interest in North River Marine's accounts receivable and inventory, which included boats, motors, parts, and accessories. In October 2007, the line-of-credit was increased to \$10 million.

6. Under the terms of the agreement, the amount of financing available at any given time to North River Marine depended upon its available eligible collateral, which varied according to North River Marine's accounts receivable and inventory. North River Marine submitted weekly collateral reports, typically via email, to Wells Fargo employees in Denver, Colorado. The weekly collateral reports detailed the available eligible collateral to secure the financing it sought, and Wells Fargo allowed North River Marine to borrow up to between 75% and 80% of the available eligible collateral, depending on the advance rate for the type of collateral.

7. Shortly before Wells Fargo closed North River Marine's working line-of-credit in February 2009, it learned that North River Marine included possible fraudulent invoices in its weekly collateral reports. Since then, Wells Fargo discovered that North River Marine also pledged boats and motors that belonged to its customers and to other companies as its assets in its weekly collateral reports rather than to North River Marine as was represented in the weekly collateral reports. By including these items in the weekly collateral reports, North River Marine artificially inflated its available eligible collateral and, in turn, the amount of financing Wells Fargo provided to North River Marine.

8. In February 2009, North River Marine closed and surrendered its assets to Wells Fargo. As a result of North River Marine's conduct, Wells Fargo has sustained a preliminary loss of approximately \$3.3 million. These allegations are set forth in more detail below.

B. North River Boats and North River Marine

9. On March 18, 2009, the Oregon Secretary of State's Business Registry Database disclosed information regarding North River Marine, a boat retail company, and North River Boats, an aluminum boat manufacturer. According to the records, Brian Brush is the President and Secretary for both North River Marine - Oregon, Inc. and North River Boats. The database

listed 1750 Green Siding Road, Roseburg, Oregon, which this application requests permission to search, as the principal place of business for both companies.

10. On February 27, 2009, the North River Boats Internet site described the company as the leading heavy gauge aluminum boat manufacturer in the Northwest. The website added that North River Boats produces commercial, government, and recreational lines of boating equipment and listed four authorized retail stores for the recreational line: North River Marine, Inc. - California [sic], Viking Marine, and North River Marine, Inc. - Oregon [sic], which had two retail locations. On the Internet website, a February 23, 2009, North River Boats press release announced the closing of all of its affiliate retail stores.

11. On March 25, 2009, I spoke with former North River Marine employee Phillip Bigler, who was the General Manager for all four authorized retail stores until February 2009, when the retail stores were closed. He explained that North River Marine's accounting staff included Ryanne Vermillion, who, as the Corporate Controller, ran the accounting staff for both North River Marine and North River Boats, and Carolyn Roberts, who handled the finances for North River Marine's financial operations. According to Bigler, Brush held tight control over North River Marine. The accountants could not write a \$5 check without Brush's permission, and Vermillion and Roberts were only able to calculate the inventory reports with Brush in the room with them.

12. On March 27, 2009, Carole Byrum, a Vice President & Senior Investigator for Wells Fargo, sent me an electronic copy of the December 15, 2006, Credit and Security Agreement between North River Marine and Wells Fargo. Article VI of the Credit and Security Agreement listed the covenants of the agreement, including Section 6.17, which prohibited North River Marine from selling, leasing, assigning, transferring, or otherwise disposing of any collateral, or

any interest therein, to any other person other than the sale of inventory in the ordinary course of business and assets that have become obsolete or are replaced in the ordinary course of business. As defined in the agreement, "collateral" means all of North River Marine's accounts, chattel paper and electronic chattel paper, deposit accounts, documents, equipment, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, letters of credit, and all sums on deposit in any collateral account; together with, amongst other items, all collateral subject to the lien of any security document. In other words, Section 6.17 prevented North River Marine from selling or assigning any interest of the collateral pledged to Wells Fargo to any other person.

13. Additionally, Section 5.1 of Article V in the Credit and Security Agreement required North River Marine to represent and warrant to Wells Fargo that all inventory and equipment were located at 1750 Green Siding Road, Roseburg, Oregon or at one of the other locations listed in Schedule 5.1 of the agreement. Schedule 5.1 disclosed North River Marine company identifiers, locations of collateral, trade names, and other inventory and equipment locations. The locations of collateral included seven property locations associated with North River Marine. No other locations were listed for inventory and equipment locations. Hence, North River Marine was required under the agreement to keep its inventory and equipment at the listed locations, and accordingly, it would be a violation of the agreement for North River Marine to include any boats, which had been sold and delivered to its customers, as its inventory in its agreements with Wells Fargo.

C. Weekly Collateral Reports

14. On March 18, 2009, I spoke with Cathy Rankin, Wells Fargo's Collateral Analyst for North River Marine's line-of-credit loan. She reported that, every week, North River Marine

employee C. J. Roberts sent an electronic email message that contained North River Marine's weekly collateral report to either Rankin or another analyst Lori Christenberry. Both Rankin and Christenberry work in Denver, Colorado. In addition to the email messages, about once or twice a week, North River Marine employee Ryanne Vermillion called Rankin to request an advance on North River Marine's line-of-credit.

15. On March 11, 2009, I received copies of North River Marine's last two weekly collateral reports, Number 95 and Number 96, from Wells Fargo Vice President Carol Byrum.

16. According to North River Marine's Number 96 weekly collateral report, as of February 19, 2009, North River Marine had \$9,610,904.64 of collateral that was eligible for consideration in the Wells Fargo line-of-credit loan. After adjustments for the line-of-credit's advance rates, North River Marine had \$6,806,031.89 in available collateral. The available collateral equated to \$6,806,031.90 [sic] available for borrowing since the available collateral was less than the \$10 million line limit. However, due to North River Marine's outstanding \$9,074,973.58 loan balance, the weekly collateral report showed a negative availability remaining amount of \$2,400,941.68. In other words, North River Marine's weekly collateral report showed that it overdrew \$2,400,941.68 more than what was permitted in the line-of-credit.

17. To determine why North River Marine had such a high outstanding loan balance as compared to the available collateral, I reviewed a copy of the prior weekly collateral report, Number 95, which was signed by Vermillion. The Number 95 weekly collateral report disclosed that, as of February 7, 2009, North River Marine had \$13,093,563.10 of eligible collateral and \$9,490,225.49 available collateral, after adjustments for the advance rates. The available collateral equated to \$9,490,225.49 available for borrowing, which, at the time, permitted the February 7, 2009, loan balance of \$9,356,167.05.

18. A comparison of the eligible collaterals between the Number 95 and Number 96 weekly collateral reports showed that North River Marine's eligible collateral dropped \$3,482,658.46 in value between February 7 and February 19, 2009. Consequently, the large drop in collateral generated the lower available for borrowing amount for the Number 96 report and resulted in North River Marine overdrawing \$2,400,941.68 more than what was permitted in the line-of-credit. As set forth below, I believe that North River Marine intentionally submitted inflated invoices and inventory in its weekly collateral reports in order to obtain additional financing from Wells Fargo.

C. Invoices

19. On February 26, 2009, I spoke with Robb Jacobs, the Business Loan Officer who handled North River Marine's account at Wells Fargo. Jacobs reported that, on December 15, 2006, Wells Fargo Bank entered into a contract with North River Marine for an \$8 million working capital line-of-credit by pledging a portion of its accounts receivable and inventory as collateral. In October 2007, the line-of-credit was increased to \$10 million.

20. Jacobs advised that, in February 2009, Wells Fargo attempted to verify the four largest and most recent invoices included in North River Marine's February 7, 2009, weekly collateral report because North River Marine's accounts receivable doubled from \$700,000 to \$1.5 million since the previous weekly collateral report. After contacting or attempting to contact the companies that were listed on the invoices, Wells Fargo failed to verify any one of the invoices.

21. On March 11, 2009, I received copies of North River Marine's four largest and most recent invoices, which Wells Fargo failed to verify, from Wells Fargo Vice President Carole Byrum. As explained below, based on my review of the invoices, those invoices directly inflated

the accounts receivable that was pledged as collateral to Wells Fargo in the February 7, 2009, weekly collateral report. The provided invoices were North River Marine invoices 16211, 16208, 16209, and 16210. For comparison to the actual invoices, I included comments by Loan Officer Jacobs and Collateral Analyst Rankin regarding the particular invoices.

22. North River Marine invoice 16211, dated February 7, 2009, disclosed that Harris County Auditor or C/O Accounts Payable, 1001 Preston Avenue, Suite 670, Houston, Texas placed a buyer's order for \$146,674.62 worth of equipment from North River Marine. On March 18, 2009, Wells Fargo Collateral Analyst Rankin reported that, for the verification of the Harris County Auditor invoice, Ann Coronado of the Wells Fargo Verification Team spoke with the debtor's Accounts Payable Department. The Accounts Payable Department for Harris County told Coronado that they never had North River on their accounts payable and did not have any invoices with the same invoice number or date. On March 12, 2009, Wells Fargo Loan Officer Jacobs reported to me that, on February 13, 2009, Brush told Jacobs that he needed more time to get the debtor Harris County Auditor to pay the invoice.

23. North River Marine invoice 16208, dated February 3, 2009, disclosed that Tomball Fleet Operations or C/O Accounts Payable, 1001 Preston [sic] Avenue, Suite 670, Houston, Texas placed a buyer's order for \$146,674.62 worth of equipment from North River Marine. Other than in the spelling of "Preston," the address was the same as the address for the Harris County Auditor, and with the same model number and serial number, the ordered equipment was the same equipment as for the Harris County Auditor invoice. On March 18, 2009, Rankin reported that, for the Tomball Fleet Operations invoice, the telephone number listed on the invoice was for a personal cellular telephone. The invoice listed the address for Tomball Fleet Operations as the same address as for the Harris County Auditor but with a different telephone

number. Rankin advised that Ann Coronado found no other contacts for the company. On March 12, 2009, Jacobs reported to me that, on February 13, 2009, Brush said that the debtor Tomball Fleet Operations had made the payment but did not pick the equipment up. Brush added that he had reversed the invoice that same day, February 13.

24. North River Marine invoice 16209, dated February 5, 2009, disclosed that Detroit Port Authority, 8109 E Jefferson Avenue, Detroit, Michigan placed a buyer's order for \$292,497.00 worth of equipment from North River Marine. On March 18, 2009, Rankin reported that the Detroit Port Authority did have North River in their financial books, but the associated entry was for a different invoice on a different date and for a different dollar amount \$60,000. On March 12, 2009, Jacobs reported to me that, on February 13, 2009, Brush indicated that the debtor Detroit Port Authority wrote a check payable to the manufacturer North River Boats when the check should have gone to the retail store North River Marine. Consequently, North River Boats wrote a check to North River Marine but later stopped payment on the check after Detroit Port Authority's check bounced.

25. North River Marine invoice 16210, dated February 6, 2009, disclosed that Wayne County Southgate, 8109 E Jefferson Avenue, Detroit, Michigan placed a buyer's order for \$202,027.00 worth of equipment from North River Marine. On March 18, 2009, Rankin reported that Ann Coronado could not find any contacts for Wayne County Southgate. The invoice listed the address for Wayne County Southgate as the same address as for the Detroit Port Authority but with a different telephone number. Rankin advised that Coronado had no one to call and verify the invoice. On March 12, 2009, Jacobs reported to me that, on February 13, 2009, Brush said that the debtor Wayne County Southgate was supposed to pay the following week.

26. With the Number 95 weekly collateral report, Vice President Byrum included a spreadsheet entitled "Combined Retailed AR Aging Detail," dated January 31, 2009. North River Marine produced the spreadsheet and provided it to Wells Fargo to support its claim of accounts receivable in the weekly collateral report. The spreadsheet listed companies and their associated invoices. The invoices for Harris County Auditor, Tomball Fleet Operations, Detroit Port Authority, and Wayne County Southgate were included in the list, along with their associated invoice amounts. The spreadsheet added the listed invoice amounts to \$1,143,815.46. Underneath the sum of the invoice amounts was a line for additional accounts receivable that had not been received \$333,497.39. A different spreadsheet, entitled "Deposits in Transit," summed a list of cash, check, and payment card payments to \$333,497.39. The four unverified invoices were not included in the list of "Deposits in Transit," which indicates that North River Marine had already received the payments for the unverified invoices. The sum of the above total received invoice payments \$1,143,815.46 and the above accounts receivable that had not been received \$333,497.39 equaled \$1,477,312.85, the amount that was listed as the accounts receivable collateral balance on the Number 95 weekly collateral report. The accounts receivable collateral balance contributed to the \$13,093,563.10 of eligible collateral and, consequently, the \$9,490,225.49 total available for borrowing in the Number 95 weekly collateral report. In other words, the inclusion of the above four unverified, and I believe fraudulent, invoices in the accounts receivable allowed North River Marine to borrow additional funds.

27. Jacobs added that, on February 13, 2009, he called North River Marine's owner Brian Brush. Jacobs told Brush that Wells Fargo had trouble verifying the invoices and requested Brush's cooperation to address the issue. Brush refused to cooperate and said that he did not want to make his customer base nervous. Due to Brush's lack of cooperation and his inability to

verify the invoices, Jacobs closed North River Marine's line-of-credit loan.

D. Inventory

28. On March 12, 2009, Wells Fargo Loan Officer Jacobs told me that Brush surrendered all of North River Marine's assets over to Wells Fargo on February 28, 2009. He added that, as a preliminary number, the total value for the acquired assets fell approximately \$3.3 million short of the amount that Wells Fargo lent North River Marine. Therefore, Wells Fargo suffered a preliminary approximate loss of \$3.3 million. By subtracting the reported loss amount from the February 17, 2009, loan balance, a \$3.3 million loss indicated that Wells Fargo acquired approximately \$5,774,973.58 in assets from North River Marine, far short of the \$13,093,563.10 of eligible collateral as reported in the February 7, 2009, weekly collateral report.

29. In order to determine how North River Marine documented inflated inventories in the weekly collateral reports, I questioned Jacobs and former North River Marine General Manager Phillip Bigler about how North River Marine documented its inventory. Jacobs stated that part of the difference, between the actual inventory and the reported collateral, resulted from North River Marine including boats, which had been sold and delivered to customers, as inventory on the weekly collateral reports. In Jacobs' opinion, North River Marine intentionally pledged the delivered boats as collateral to Wells Fargo because the activity had been occurring for some time and was significant. If true, this would be a violation of the security agreement because North River Marine had pledged boats that had been sold and delivered and therefore no longer belonged to North River Marine. Phillip Bigler confirmed Jacobs' belief.

30. On March 25, 2009, Bigler told me that North River Marine created a false inventory level by delaying or extending the date that boats stayed on the inventory list, even though the boats were fully purchased and delivered. Bigler believed that the false inventory level was used

to obtain additional financing from Wells Fargo so that Brush could float his business during a bad boat market. For example, during a recent boat show, North River Marine sold \$2.4 million worth of boats but, at the same time, did not have enough cash flow to replace its inventory. The boat market was so bad that North River Marine had "dumped" boats to sell them.

31. Bigler further explained that North River Marine accountants told the retail stores when to take the boats, which had been sold and delivered, off their inventory lists. Some boats stayed on the stores' inventories for more than a month. Bigler said that, on one occasion, he noticed that one of his stores appeared to have no deliveries for a month. Bigler called the store manager Ray Gombiski and asked why he had not delivered any boats. Gombiski said that he had delivered boats but could not close out the account yet because the accountants would not let him.

32. On March 12, 2009, Jacobs also told me that North River Marine pledged boat motors, which were being sold on consignment for GE Capital Finance (GE), as collateral to Wells Fargo. GE had purchased the motors from Yamaha with cash and gave the motors to North River Boats. North River Boats then gave the motors to North River Marine to sell. Jacobs advised that, at that point in a regular manufacturer/retail relationship, the money for the motors should have gone to North River Boats and then to GE. However, North River Marine was selling the motors on consignment for GE and, at the same time, pledging the motors as collateral for its loan with Wells Fargo. Jacobs stated that, of about 70 motors consigned by GE, approximately 40 of them were on North River Marine's weekly collateral report. Furthermore, Jacobs claimed that North River Marine pledged approximately \$50,000 of additional boat motors to both Wells Fargo and GE. Wells Fargo currently holds irreconcilable variances with GE over this issue.

33. On March 25, 2009, Bigler said that he knew of a spreadsheet called "Motors with Two Homes." According to Bigler, the spreadsheet listed some Roseburg retail store's motors that were pledged to Wells Fargo but were located at the factory and owned by GE. North River Marine did not disclose to Wells Fargo that those motors were owned by GE. Bigler asked Vermillion about the pledging of GE motors, and Vermillion said something to the effect of, "Yeah, not supposed to be floored to two places." Bigler joked to me about the possibility for the collateral examiners for GE and Wells Fargo to show up at the factory to count the same engines on the same day. This double pledging also violated the security agreement because it assigned a security interest to GE for the motors that North River Marine included as its assets in the weekly collateral reports submitted to Wells Fargo.

34. Bigler informed me that Wells Fargo Bank would notify North River Marine when the bank would do a collateral exam. Wells Fargo Bank only did a collateral exam for one of the retail stores at a time. Upon such notification, the North River Marine accountants would call to instruct the retail store on what to do with its inventory. Bigler commented that the North River Marine reports probably represented accurate data because the prior notification allowed them to do so. According to Bigler, North River Marine shifted around its inventory to ensure that the stated collateral matched the reported collateral for the particular retail store that was being examined.

35. On March 10, 2009, Carole Byrum sent an Internet email message to me. The email message contained an Excel spreadsheet file '2009-03-06_NR_Summary_on_test_counts.xls'. Wells Fargo created the spreadsheet to track their collateral analysis of the boats and motors at the four retail locations. The spreadsheet listed the individual boats and motors that were pledged to Wells Fargo in the Number 95 weekly collateral report but were not actually owned

by North River Marine. The spreadsheet provided the value for each boat and motor as listed on the Number 95 report. I totaled the values of the pledged, but not owned, equipment for all four retail stores to the sum \$2,414,983.54. Therefore, Wells Fargo found that approximately \$2,414,983.54 worth of equipment had been falsely pledged to Wells Fargo in North River Marine's line-of-credit loan.

36. Based upon the facts that North River Marine knowingly deceived Wells Fargo Bank by manipulating inventory, by providing fraudulent accounting documents, and by pledging collateral that North River Marine knew belonged to others, all in an attempt to obtain more financing from Wells Fargo Bank, I believe that North River Marine intentionally committed fraud by wire.

E. Evidence Supporting the Search of 1750 Green Siding Road

37. On March 18, 2009, I spoke with Wells Fargo employee Robert Todd Burnette. He works as a Credit Analyst for Wells Fargo and audited North River Marine's finances. He said that he audited North River Marine's financial documents at the North River Boats facility. During his audit, Burnette noticed that North River Marine kept their financial records on computers and used QuickBooks financial software. He did not know if North River Boats and North River Marine used different computers for their financial records.

38. On March 18, 2009, I spoke with Wells Fargo employee Rodney Davis. He works as the Manager for Robb Jacobs and Robert Burnette. Davis advised that, in a meeting shortly prior to February 27, 2009, between Wells Fargo and North River Marine, a North River Marine employee said that the company's financial documents had been moved to the North River Marine retail store in Roseburg, Oregon. Although he had been told that the financial documents had been moved, Davis told me that he thought that North River Marine's historical financial

records would still be backed up at the North River Boats facility at 1750 Green Siding Road, Roseburg, Oregon.

39. On March 25, 2009, Bigler told me that, before he became North River Marine's General Manager, he was the Information Technology (IT) Director at the North River Boats factory location, 1750 Green Siding Road, Roseburg, Oregon. During his time as the IT Director, he convinced Brush to purchase new computers, and Bigler created a computer environment at the factory location of approximately 30 to 35 computers. The computer environment was networked so that the North River Marine accountants could access the computers at the North River Marine retail locations from the factory. Through the networked access, the accountants could see each retail location's inventory. Bigler added that there are copies of the North River Marine data at the factory location.

40. On March 4, 2009, I observed a vehicle, whose registered owner is Ryanne Vermillion, the Corporate Controller for both North River Marine and North River Boats, parked in the parking lot for the North River Boats factory location, 1750 Green Siding Road, Roseburg, Oregon. On March 4, 2009, and March 25, 2009, I observed a vehicle, whose registered owner is Carolyn Roberts, a known North River Marine accountant, parked in the parking lot for the North River Boats factory location. Because of these observations, I believe that known North River Marine accountants still currently work at 1750 Green Siding Road, Roseburg, Oregon.

41. For the above reasons, and in addition to the fact that 1750 Green Siding Road is the listed principal place of business for North River Marine, I believe that computers, which North River Marine employees used in committing the wire fraud offense, or which contain evidence of the offense, are presently located at 1750 Green Siding Road, Roseburg, Oregon. Furthermore, from my own background and experiences, I know that a company's office location, where

employees use computers, work on finances and inventory, and conduct normal business operations, frequently contains the company's financial documents, such as reports, spreadsheets, financial databases, invoices, bills, inventory lists, checks, money orders, wire transfers, loan agreements, promissory notes, contracts, deeds, liens, financial statements, and accounting records, inventory lists, and correspondence, such as policy letters, memorandums, and email messages. For this reason, I believe that financial documents, inventory lists, and correspondence, which North River Marine employees used in committing the wire fraud offense, or which contain evidence of the offense, are presently located at 1750 Green Siding Road, Roseburg, Oregon.

V. CONCLUSION

42. Based upon the facts and circumstances stated above, I have probable cause to believe, and do believe, that individuals operating on behalf of North River Boats and North River Marine committed violations of Title 18 United States Code § 1343, Fraud by wire, radio, or television. Furthermore, I have probable cause to believe, and do believe, that evidence of, or property used in committing, Fraud by wire, radio, or television, in violation of Title 18 U.S.C. § 1343, is presently located at 1750 Green Siding Road, Roseburg, Oregon.

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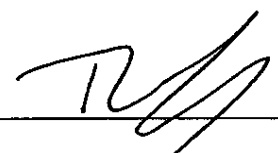
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43. I have discussed the foregoing information with Assistant United States Attorney (AUSA) Scott Bradford. AUSA Bradford advised that, in his opinion, the information as related in this affidavit is legally and factually sufficient and states probable cause to support the requested search warrant. Based on all the aforementioned facts, I respectfully request that a search warrant be issued for 1750 Green Siding Road, Roseburg, Oregon, including any affiliated storage area located on the premises, authorizing the search for the items described in Attachment A, and the seizure of same, if found therein.



KENNETH W. JAMESON
FBI Special Agent

Sworn to before me and subscribed in my presence this 1 day of April 2005.



THOMAS M. COFFIN
United States Magistrate Judge

ATTACHMENT A. Items to be Seized

1. Limited to the time period from December 2006 through, and including, February 2009, any financial documents or inventory materials used to commit, or store evidence of, the offense described in the affidavit, including reports, spreadsheets, financial databases, invoices, bills, inventory lists, checks, money orders, wire transfers, loan agreements, promissory notes, contracts, deeds, liens, financial statements, and accounting records;
2. Any correspondence used to commit, further, or store evidence of, the offense described in the affidavit, including, memorandums, policies, orders, plans, Internet email messages, letters, notes, findings, and reports;
3. Any address books, Rolodexes, or lists of names, telephone numbers, Internet email addresses, and physical addresses regarding individuals who may have been contacted through interstate communications in furtherance of the offense;
4. Any computer systems or magnetic, optical, or electronic storage devices that were capable of being used to commit, or store evidence of, the offense, including, but not limited to, computer towers, computer laptops, electronic notebooks, hard drives, floppy disks, tapes, compact discs (CDs), digital video discs (DVDs), optical disks, thumb drives, smart cards, calculators, and personal digital assistants;
5. Any computer or telephone equipment that was capable of being used to commit the offense, including, but not limited to, modems, routers, telephones, facsimile machines, cables, and cords;
6. Any applications, utility programs, compilers, interpreters, and other software used to facilitate direct or indirect communication with the computer hardware, storage devices, and data to be searched;

7. Any physical keys, encryption devices, dongles, and similar physical items that are necessary to gain access to the computer equipment, storage devices, and data to be searched;

8. Any passwords, password files, test keys, encryption codes, or other information necessary to access the computer equipment, storage devices, and data to be searched;

9. Any telephone toll records that were capable of being used to store evidence of the offense;

10. Any records, documents, invoices, and materials that concern accounts with an Internet service provider (ISP) or a telephone service provider and that were capable of being used to store evidence of the offense; and

11. Any documents, records, and correspondence pertaining to occupancy at 1740 Green Siding Road, Roseburg, Oregon.

12. As used above, the terms records, documents, or materials includes records, documents, or materials that were created, modified, or stored in any form.

13. To the extent that it is practical, as determined by an on-site certified computer examiner, evidentiary copies of the computers, hard drives, and storage devices will be made on-site to allow for the continued operation of the business. If determined to be necessary, then the computer equipment will be seized and removed from the search premises to be examined in a secure facility. If personnel determine that the seized computer systems do not fall within any of the items to be seized pursuant to this warrant, or is not otherwise legally seized, the Government will return these items within a reasonable period of time, which will not to exceed 60 days from the date of seizure unless further authorization is obtained from the Court.