UNITED STATES COURTS
SOL JERN DISTRICT OF TEXAS

FEB 11 2002

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXASCHAEL N. MILBY, CLERK OF COURT HOUSTON DIVISION

UNITED STATES OF AMERICA \$ CRIMINAL NUMBER H-02- 575

RAYMOND G. PARR \$

#### INDICTMENT

THE GRAND JURY CHARGES:

### COUNTS ONE THROUGH TEN (Mail Fraud)

#### A. Introduction

- 1. At all times material to this indictment, defendant Raymond G. Parr (Parr) was a resident of Jasper, Texas.
- 2. At all times material to this indictment, defendant Parr owned and controlled BMP National Marketing Company (BMP); Funders Marketing Company, Inc., Trust (FMCI Trust); and MVP Network, Inc. (MVP).
- BMP and FMCI were corporations which defendant Parr established in Texas and which defendant Parr used to conduct the investment programs described below.
- 4. MVP was a business which defendant Parr established in Texas and which defendant Parr used to conduct the investment programs described below.
- FMCI Trust was a trust which defendant Parr established in Texas in 1997 and which defendant Parr used to conduct the investment programs described below.
  - 6. From on or about January, 1997, through July, 1998, defendant Parr operated BMP,

FMCI, FMCI Trust and MVP from addresses in Jasper, Texas; The Woodlands, Texas; and Lake Oswego, Oregon.

- 7. From on or about January, 1997, through July, 1998, defendant Parr used bank accounts at WoodForest National Bank, Bank of America and First National Bank of Jasper to conduct the investment programs described below.
  - B. The Scheme to Defraud
- 8. From on or about January, 1997, through on or about July, 1998, in the Houston Division of the Southern District of Texas, and elsewhere, the defendant,

#### Raymond G. Parr,

aided and abetted by persons known and unknown to the Grand Jury, did knowingly devise and intend to devise a scheme and artifice to defraud individuals located throughout the United States and outside the United States, and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, as more fully set forth below.

- C. Manner and Means of the Scheme to Defraud
- 9. It was part of the scheme and artifice to defraud that defendant Parr would and did describe investment opportunities to individual investors located throughout the United States, both personally and through the use of intermediate agents and brokers.
- 10. It was part of the scheme and artifice to defraud that defendant Parr would and did provide investors with written investment material, which were labeled "project funding/joint venture agreements" and "joint venture agreements." These written investment materials promised investors a high rate of return on their investment, security of their principal and a specified investment vehicle. These written investment materials promised investors that their investment was protected by a surety bond or bank guarantee.

11. It was part of the scheme and artifice to defraud that defendant Parr would and did promise investors that their money was placed with BMP, FMCI, FMCI Trust and/or MVP to be pooled with other investor funds and then used to conduct foreign financial transactions and currency transactions. Defendant Parr promised investors that they would receive 6% to 10% per month on their investment.

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- 12. It was part of the scheme and artifice to defraud that defendant Parr promised investors that their investments were insured, safe and risk free.
- 13. It was part of the scheme and artifice to defraud that defendant Parr would and did open bank accounts in the names BMP, FMCI, FMCI Trust and MVP at WoodForest National Bank, Bank of America and First National Bank of Jasper. Defendant Parr placed investor funds into these bank accounts and then used some of the investor funds for his own personal expenses, without the knowledge or approval of the investors.
- 14. It was part of the scheme and artifice to defraud that defendant Parr would and did withdraw investor funds from these bank accounts and then send these investor funds, which were labeled as "dividends" or "interest payments," back to the investors.
- 15. It was part of the scheme and artifice to defraud that defendant Parr would and did:

  (a) collect approximately seven million dollars (\$7,000,000) from investors through the United States and elsewhere; (b) return approximately three million, eight hundred thousand dollars (\$3,800,000) of these investor finds to the investors in the form of "dividends" or interest payments"; and (c) divert approximately two million dollars (\$2,000,000) of investor funds to Parr's own, personal use, without the knowledge or approval of the investors.
  - D. Execution of the Scheme to Defraud
  - 16. On or about the each of the dates listed below, in the Houston Division of the

Southern District of Texas, and elsewhere, the defendant

# Raymond G. Parr,

aided an abetted by others known and unknown to the Grand Jury, for the purpose of executing and attempting to execute the scheme and artifice to defraud, and to obtain money and property by false and fraudulent pretenses, representations and promises, did knowingly cause to be delivered by the United States Postal Service, according to the directions thereon, the envelope containing the material further described below:

COUNT	DATE	ADDRESSEE	CONTENTS
ONE	November 22, 1997	Joseph F. Roller Shiner, Texas	MVP Network, Inc., letter with a check in the amount of \$2,000.00, which was Joseph F. Roller's "return" for the month
TWO	December 11, 1997	Joseph F. Roller Shiner, Texas	Letter from Raymond Parr to Joseph Roller explaining why the "returns" were delayed in December
THREE	January 30, 1998	Joseph F. Roller Shiner, Texas	Letter from Raymond Parr to Joseph Roller and a check in the amount of \$2,000.00 from FMCI Trust
FOUR	February 25, 1998	Joseph F. Roller Shiner, Texas	Letter from Raymond Parr to Joseph Roller and a check in the amount of \$3,000.00 from FMCI Trust
FIVE	November 22, 1997	Travis B. Hicks Garland, Texas	MVP Network, Inc., letter to Hicks with a check in the amount of \$600.00 representing the "returns" for the month
SIX	February 9, 1998	Travis B. Hicks Garland, Texas	FMCI Trust letter to Hicks with a check in the amount of \$600.00, representing the "returns" for the month

COUNT	DATE	ADDRESSEE	CONTENTS
SEVEN	August 11, 1997	Raymond G. Parr, d/b/a, Funding Resource Group Jasper, Texas	Check from D. M. Miller, Melbourne, Florida, to FRG in the amount of \$10,000 and a joint venture agreement
EIGHT	November, 1997	D. M. Miller Melbourne, Florida	FRG check to Miller in the amount of \$1,000, representing "returns" for the month
NINE	December 10, 1997	D. M. Miller Melbourne, Florida	FRG letter to D. M. Miller explaining that most international banks were closed in December and that "returns" will be late
TEN	January 30, 1998	D. M. Miller Melbourne, Florida	Letter from Parr to Miller stating that funds had been received from foreign "investment"

In violation of Title 18, United States Code, Sections 2 and 1341.

A TRUE BILL:

FOREPERSON OF THE GRAND JURY

MICHAEL T. SHELBY

United States Attorney

By:

John Richard Berry Assistant United States Attorney