

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1894 Disciplinary Docket No. 3  
Petitioner :  
 :  
v. : No. 176 DB 2012  
 :  
 :  
SEAN RYAN McBRIDE, : Attorney Registration No. 94514  
Respondent : (Allegheny County)

ORDER

**PER CURIAM:**

AND NOW, this 24<sup>th</sup> day of July, 2013, there having been filed with this Court by Sean Ryan McBride his verified Statement of Resignation dated February 28, 2013, stating that he desires to resign from the Bar of the Commonwealth of Pennsylvania in accordance with the provisions of Rule 215, Pa.R.D.E., it is

ORDERED that the resignation of Sean Ryan McBride is accepted; he is disbarred on consent from the Bar of the Commonwealth of Pennsylvania retroactive to December 20, 2012; and he shall comply with the provisions of Rule 217, Pa.R.D.E. Respondent shall pay costs, if any, to the Disciplinary Board pursuant to Rule 208(g), Pa.R.D.E.

A True Copy Patricia Nicola  
As Of 7/24/2013

Attest:   
Chief Clerk  
Supreme Court of Pennsylvania

**BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA**

OFFICE OF DISCIPLINARY COUNSEL	:	No. 1894 Disciplinary Docket No. 3
Petitioner	:	
	:	No. 176 DB 2012
v.	:	
	:	Attorney Registration No. 94514
SEAN RYAN MCBRIDE	:	
Respondent	:	(Allegheny County)

**RESIGNATION BY RESPONDENT**

Pursuant to Rule 215  
of the Pennsylvania Rules of Disciplinary Enforcement

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1894 Disciplinary Docket  
: No. 3  
Petitioner :  
: No. 176 DB 2012  
vs. :  
: :  
SEAN RYAN McBRIDE, : Attorney Registration No. 94514  
: :  
Respondent : (Allegheny County)

RESIGNATION  
UNDER RULE 215, Pa.R.D.E.

Sean Ryan McBride hereby states that he is a member of the Bar of the Supreme Court of Pennsylvania and is the Respondent named in the matter filed at the number indicated above. In conformity with Rule 215 of the Pennsylvania Rules of Disciplinary Enforcement, he further states as follows:

1. He is an attorney admitted in the Commonwealth of Pennsylvania, having been admitted to the bar on or about April 8, 2005. His attorney registration number is 94514.

2. He was temporarily suspended from the practice of law pursuant to Rule 214, Pa.R.D.E., by Order of the Supreme Court of Pennsylvania dated December 20, 2012. He has not been readmitted.

3. He wishes to resign from the Bar, his resignation is freely and voluntarily rendered, he is not being subjected to coercion or duress, and he is fully aware of the implications of submitting his resignation.

4. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct, the nature and specifics of which have been made known to him with regard to a Statement of Facts, a copy of which is attached hereto and incorporated herein as Exhibit 1, an Indictment filed against him in the United States District Court for the Western District of Pennsylvania attached hereto as Exhibit 2, a Guilty Plea Agreement attached hereto as Exhibit 3, and a Judgment in a Criminal Case attached hereto as Exhibit 4.

5. He acknowledges that the material facts, upon which are predicated the allegations of professional misconduct so lodged against him, are true.

6. He submits his resignation because he knows that he could not successfully defend himself against the misconduct under investigation.

7. He is fully aware that the submission of this Resignation Statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Enforcement Rule 218(b).

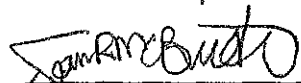
8. He requests that his resignation be made retroactive to January 19, 2012, the effective date of his suspension pursuant to Rule 214, Pa.R.D.E. by the Supreme Court of Pennsylvania.

9. Office of Disciplinary Counsel takes no position on his request for retroactivity.

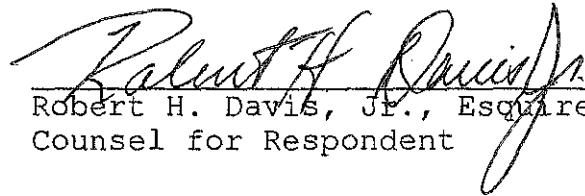
10. He has consulted with counsel in regard to submitting his resignation.

In accordance with Rule 215, Pa.R.D.E., this statement is made by the signatory subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Signed this 28<sup>th</sup> day of February, 2013.



Sean Ryan McBride  
Respondent



Robert H. Davis, Jr., Esquire  
Counsel for Respondent

BEFORE THE DISCIPLINARY BOARD OF THE  
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 1894 Disciplinary Docket  
: No. 3  
Petitioner :  
: No. 176 DB 2012  
vs. :  
: :  
SEAN RYAN McBRIDE, : Attorney Registration No. 94514  
: :  
Respondent : (Allegheny County)

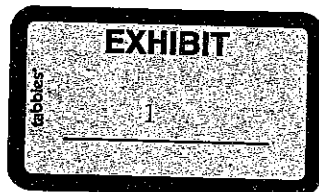
STATEMENT OF FACTS

1. The Respondent, Sean Ryan McBride, is an attorney admitted to practice law in the Commonwealth of Pennsylvania, Attorney Registration No. 94514. His status is "Administrative Suspension."

His address is No. 66851-066, Federal Correctional Institution, P. O. Box 1000, Morgantown, WV 26507.

2. On March 13, 2012, in the United States District Court ~~for~~ the Eastern District of Pennsylvania, pursuant to an Indictment docketed at No. 2:010CR000790-003, and a plea agreement, Respondent entered a plea of guilty to one count of Conspiracy, four counts of Bank Fraud and Aiding and Abetting Bank Fraud, and seven counts of Wire Fraud and Aiding and Abetting Wire Fraud.

3. Respondent's plea of guilty was subject to the condition that the Court approve the sentence agreed upon by the defense and the prosecution and, in the absence of such approval, Respondent



and/or the government would be permitted to withdraw from the Guilty Plea Agreement.

4. On October 1, 2012, the Court accepted the Plea Agreement, and sentenced Respondent to incarceration of 63 months, to be followed by supervised release for five years, a special assessment of \$1,200, and restitution to be determined.

5. Pursuant to Pennsylvania Rule of Disciplinary Enforcement 214(i), Respondent's plea and sentence constitute a "conviction" for purposes of Rule 214, Rule 203(b)(1), and Rule 402.



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO. <u>10-</u>
	:	
v.	:	DATE FILED: <u>December 9, 2010</u>
	:	
ANTHONY JAMES DEMARCO, III	:	VIOLATIONS:
MICHAEL RICHARD ROBERTS	:	18 U.S.C. § 1349 (conspiracy – 1 count)
SEAN RYAN MCBRIDE	:	18 U.S.C. § 1341 (mail fraud - 1 count)
ERIC BASCOVE	:	18 U.S.C. § 1343 (wire fraud - 8 counts)
	:	18 U.S.C. § 1344 (bank fraud - 4 counts)
	:	18 U.S.C. § 1957 (money laundering – 1
	:	count)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	Notice of forfeiture

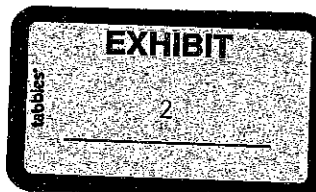
INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

BACKGROUND

1. From in or about September 2006 through in or about July 2009, defendant ANTHONY JAMES DEMARCO, III, was the president of DeMarco REI, Inc. ("DeMarco REI"), a mortgage rescue foreclosure company. From approximately January 2008 through July 2009, defendant DEMARCO operated DeMarco REI from an office in Philadelphia, Pennsylvania.
2. From in or about June 2008 until in or about early 2009, defendant MICHAEL RICHARD ROBERTS was vice president of sales at DeMarco REI.
3. From in or about June 2008 to in or about June 2009, defendant ERIC BASCOVE was an employee at DeMarco REI.





4. At all times material to this indictment, defendant SEAN RYAN MCBRIDE was a title agent at Settlement Engine, Inc., in Pittsburgh, Pennsylvania. As a settlement agent and agent for a title insurance company, defendant MCBRIDE received funds from lenders and deposited them into an escrow account. He was obligated to disburse funds from real estate transactions only as detailed on the settlement statement, also known as a Form HUD-1, after the buyer of the real estate had provided the required funds for closing. Settlement Engine closed loans for DeMarco REI from approximately June 2008 through early December 2008.

5. At all times relevant to this indictment, Flagstar Bank FSB was a financial institution headquartered in Troy, Michigan, and its deposits were insured by the Federal Deposit Insurance Corporation ("FDIC").

6. At all times relevant to this indictment, American Partners Bank, which changed its name to Waterfield Bank in January 2008, was a financial institution headquartered in Germantown, Maryland, and its deposits were insured by the FDIC.

7. At all times relevant to this indictment, Everbank was a financial institution headquartered in Jacksonville, Florida, and its deposits were insured by the FDIC.

#### **THE CONSPIRACY**

8. From in or June 2008 through in or about December 2008, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS  
SEAN RYAN MCBRIDE, and  
ERIC BASCOVE**

conspired and agreed, together with others known and unknown to the grand jury, to knowingly devise a scheme to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and to obtain monies owned by and under the care, custody, and control of a financial institution by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Sections 1343 and 1344.

**MANNER AND MEANS**

It was part of the conspiracy that:

**DeMarco REI**

9. Defendant ANTHONY JAMES DEMARCO, III, directed his employees to contact homeowners in financial distress and pitch a solution. The “pitch” varied, but typically DeMarco REI employees explained that DeMarco REI would buy the homeowner’s house and rescue the financially distressed homeowner from foreclosure. Under this plan, the former homeowner could continue to live in his home, paying rent to DeMarco REI for one year. DeMarco REI employees claimed that, during that term, they would help repair the homeowner’s credit and assist the homeowner in obtaining a mortgage to repurchase his house. The DeMarco REI employees further claimed that, if there was equity in their house at the time of the sale to DeMarco REI, then DeMarco REI would put that money into an escrow account or rent reserve account for the homeowner.

10. However, DeMarco REI did not purchase the house from the homeowner. Instead, defendant ANTHONY JAMES DEMARCO, III, and his employees solicited “investors” to buy the homes of people facing foreclosure. Defendant DEMARCO executed contracts with

the investors, making clear that the investor would put no money into the transaction. Rather, DeMarco REI would provide the investor with the down payment to purchase the property and DeMarco REI would make the monthly mortgage payments.

11. Once an investor was paired with a distressed homeowner, DeMarco REI employees then prepared a mortgage application, also known as a HUD Form 1003, for the investor. However, in preparing these mortgage applications, defendants ANTHONY JAMES DEMARCO, III, MICHAEL RICHARD ROBERTS, ERIC BASCOVE, and other DeMarco REI employees acting at their direction, made numerous false statements and created numerous false and fraudulent documents to use to secure a larger mortgage loan than a lender would otherwise have approved.

12. Once an investor had been paired with a homeowner and a mortgage commitment had been secured, DeMarco REI employees arranged for the transaction to go to closing, using various different settlement companies. At closing, DeMarco REI arranged for the seller's proceeds – i.e., the seller's equity that was supposed to be deposited into an escrow account for the seller – to instead be deposited into DeMarco's REI's checking account. There never were any escrow accounts. Defendant DEMARCO then used the sellers' equity to fund the transactions, i.e., to pay the investor's down payment and closing costs, to operate DeMarco REI, and to fund his own lavish lifestyle.

**Settlement Engine, Inc.**

13. Defendant SEAN RYAN MCBRIDE authorized the disbursement of the proceeds due to the seller at closing from Settlement Engine's escrow account. Although the settlement statements prepared by Settlement Engine for the DeMarco REI transactions routinely

falsely showed that the sellers' proceeds were disbursed to the sellers, defendant MCBRIDE routinely authorized the disbursement of the sellers' proceeds not to the sellers but to DeMarco REI.

14. In or about August 2008, defendant SEAN RYAN MCBRIDE began wiring the seller's proceeds to DeMarco REI before DeMarco REI wired the buyer's funds to Settlement Engine, thus enabling DeMarco REI to use the seller's equity to pay the buyer's down payment and closing costs.

#### OVERT ACTS

In furtherance of the conspiracy and to accomplish its objects, the defendants committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

#### The Sale of P.H.'s Home to Investor M.B.

15. P.H. owned her home in Stowe, Pennsylvania, and had no mortgage. By 2008, P.H. had financial problems. Defendant MICHAEL RICHARD ROBERTS called P.H. and they discussed "refinancing" her house. However, rather than re-financing the house, defendant ROBERTS and others at DeMarco REI arranged to sell the house from P.H. to M.D.B., a DeMarco REI investor.

16. DeMarco REI employees prepared a false mortgage application to obtain a mortgage loan from Flagstar Bank for investor M.D.B. In the application, DeMarco REI employees falsely stated that M.D.B. had \$70,000 in a bank account at Commerce Bank. On or about September 18, 2008, defendant ERIC BASCOVE altered M.D.B.'s Commerce Bank account statement, inflating M.D.B.'s ending balance from approximately \$3,399.76 to

approximately \$73,399.76. Defendant BASCOVE emailed this altered bank statement to defendant MICHAEL RICHARD ROBERTS. This altered account statement was then sent to Flagstar Bank in support of the mortgage application for M.D.B.'s purchase of P.H.'s house.

17. Settlement Engine, Inc., was the settlement agent for this transaction. On or about October 1, 2008, Flagstar Bank wired M.D.B.'s new mortgage loan to Settlement Engine. Defendant SEAN RYAN MCBRIDE then wired all of the money due to the seller P.H. to DeMarco REI. In turn, DeMarco REI wired back to Settlement Engine the money due from the buyer, namely, M.D.B.'s down payment and closing costs, and DeMarco REI kept the difference.

**The Sale of R.P.'s Home to Investor D.P.**

18. R.P. owned a condominium in Lincoln Park, New Jersey. He had no mortgage. Eventually, R.P. decided to try to sell his condominium. On or about October 9, 2008, defendant ANTHONY JAMES DEMARCO, III, came to R.P.'s condominium and offered R.P. approximately \$304,000 for the condo. R.P. accepted the offer and signed papers that day.

19. Defendant ANTHONY JAMES DEMARCO, III, told R.P. that he would wire the money to R.P.'s bank account. However, no money was ever wired to the account, despite R.P.'s repeated phone calls to defendant DEMARCO and others at DeMarco REI.

20. Settlement Engine was the closing agent for this transaction, for which Flagstar Bank was the new mortgage lender for the buyer D.P. Defendant ANTHONY JAMES DEMARCO, III caused a false settlement statement to be prepared. The HUD shows that D.P. purchased R.P.'s condo for approximately \$380,000, paying approximately \$89,626.84 in down

payment and closing costs. The HUD shows that R.P. received approximately \$363,908.21 from the sale of his condo. DeMarco REI's name appears nowhere on the HUD.

21. In fact, D.P. was a DeMarco REI investor and he paid nothing to purchase R.P.'s condominium, and R.P. received nothing from the sale of his condominium. Instead, Settlement Engine wired all of the money due to R.P. to DeMarco REI, which then used some of the money to pay D.P.'s down payment and closing costs, wiring that money back to Settlement Engine, and kept the balance.

**The Sale of A.B.'s Home to Investor S.R.**

22. A.B. owned a home on Garden Lane in Bensalem, Pennsylvania. He was laid-off from his job and fell behind in his mortgage payments. A DeMarco REI employee called A.B. The employee offered to help A.B. save his home, regain ownership, and repair his credit. A.B. accepted the offer.

23. During the settlement for the sale of his home, A.B. asked when he would receive money from the sale, and defendant MICHAEL RICHARD ROBERTS falsely told A.B. that the money would be held in an escrow account and A.B. would get the money when A.B. re-purchased his home.

24. A DeMarco REI employee recruited S.R. to be a straw purchaser of A.B.'s home.

25. Settlement Engine closed the transaction on or about December 5, 2008. Defendant SEAN RYAN MCBRIDE took approximately \$39,620.62 of the cash due to A.B. and disbursed this money to the personal accounts of defendants ANTHONY JAMES DEMARCO,

III, MICHAEL ROBERTS, and MCBRIDE, and to an account of C.C. Defendant MCBRIDE wired the remainder to DeMarco REI's account.

26. Defendants ANTHONY JAMES DEMARCO, III, MICHAEL ROBERTS, and SEAN RYAN MCBRIDE caused a false settlement statement to be prepared. None of the disbursements described above was reflected on the settlement statement. Rather, it showed that A.B. received \$104,673.79 from the sale of his house. In reality, A.B. never received a penny.

**The Sale of R.H.'s Home to Investor S.R.**

27. On or about December 9, 2008, in relation to a closing for the sale of R.H.'s home in Pennsauken, New Jersey, to investor S.R., defendant MICHAEL RICHARD ROBERTS sent an e-mail to P.D. attaching a computer-generated image of a non-existent TD Bank Official Check, purportedly purchased by the buyer and payable to the seller for approximately \$41,136.93. In reality, there was no such check, and the seller received nothing from the sale of her home.

All in violation of Title 18, United States Code, Section 1349.

**COUNT TWO**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9-12 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. From approximately in or about 2006 to in or about April 2009,

**ANTHONY JAMES DEMARCO, III,**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. In total, from approximately 2006 through April 2009, defendant ANTHONY JAMES DEMARCO, III, and his criminal associates fraudulently obtained approximately \$31 million of new mortgage loans on approximately 114 properties through this scheme. From this new mortgage money, defendant DEMARCO obtained approximately \$11 million of proceeds due to the sellers (i.e., their equity).

**MANNER AND MEANS**

It was part of the scheme that:

**The Sale of M.S. and L.S.'s Home to M.B.**

4. In 2007, M.S. and L.S. were having financial difficulties and were facing foreclosure on their home in Spotswood, New Jersey. A DeMarco REI employee told M.S. that DeMarco REI would purchase M.S. and L.S.'s home and M.S. and L.S. would lease the house, paying rent to DeMarco REI, while DeMarco REI restored their credit. A DeMarco REI



employee told M.S. that after a year he would be able to purchase the house back from DeMarco REI.

5. DeMarco REI employees prepared a fraudulent contract for the sale of M.S. and L.S.'s home to DeMarco REI which the employees presented to M.S. and L.S. for signature. DeMarco REI employees also prepared a contract for the sale of the M.S. and L.S.'s home to M.B., a DeMarco REI investor. On or about November 19, 2007, the home was sold to M.B.

6. Over the course of the next year, M.S. and L.S. acquired the funds to re-purchase their house. They contacted defendant ANTHONY JAMES DEMARCO, III, who told them to wire funds to a particular account at Sovereign Bank.

7. On or about March 5, 2009, at defendant ANTHONY JAMES DEMARCO, III's direction, M.S. and L.S. wired \$245,000 from M.S.'s bank account in New Jersey to defendant DEMARCO's personal account at Sovereign Bank, which M.S. believed was a DeMarco REI account.

8. On or about March 6, 2009, defendant ANTHONY JAMES DEMARCO, III used these funds to purchase a Ferrari and to buy jewelry and used none of the funds for the purchase of M.S. and L.S.'s house.

9. On or about March 5, 2009, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ANTHONY JAMES DEMARCO, III,**

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce \$245,000 from M.S.'s

account in New Jersey to defendant DEMARCO's personal account at Sovereign Bank in Pennsylvania.

All in violation of Title 18, United States Code, Section 1343.

**COUNT THREE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 12 of Count One, and paragraphs 2 through 8 of Count Two, are incorporated here.

2. On or about March 6, 2009, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ANTHONY JAMES DEMARCO, III**

knowingly engaged in a monetary transaction affecting interstate commerce in criminally derived property of a value greater than \$10,000, and such property was derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Section 1957.

**COUNT FOUR**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 17 of Count One of this indictment are incorporated here.
2. In or about October 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**MICHAEL RICHARD ROBERTS  
ERIC BASCOVE, and  
SEAN RYAN MCBRIDE**

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud Flagstar Bank FSB, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

In violation of Title 18, United States Code, Sections 1344 and 2.

**COUNT FIVE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 17 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. From in or about September 2008 to October 1, 2008, defendant

**MICHAEL RICHARD ROBERTS and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about October 1, 2008, in Pittsburgh, in the Western District of Pennsylvania, and elsewhere, defendants

**MICHAEL RICHARD ROBERTS and  
SEAN RYAN MCBRIDE**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, a wire transfer of \$114,932.20 from Flagstar Bank in Troy, Michigan, to the escrow account of Settlement Engine, Inc. at PNC Bank in Pittsburgh, Pennsylvania.

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

**COUNT SIX**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 17 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. From in or about September 2008 to October 1, 2008, defendant

**MICHAEL RICHARD ROBERTS and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about September 30, 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**MICHAEL RICHARD ROBERTS and  
SEAN RYAN MCBRIDE**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, an e-mail message from C.S. at Settlement Engine in Pittsburgh to P.M. at DeMarco REI in Philadelphia, attaching a copy of the HUD for the sale of P.H.'s home to M.D.B. and asking P.M. whether the HUD was "OK."

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

**COUNT SEVEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7, 9 through 14, and 18 through 21 of Count One of this indictment are incorporated here.

2. In or about October 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly executed, and aided and abetted the execution of, a scheme to defraud Flagstar Bank FSB, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

In violation of Title 18, United States Code, Sections 1344 and 2.

**COUNT EIGHT**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7, 9 through 14, and 18 through 21 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. In or about October 2008, defendant

**ANTHONY JAMES DEMARCO, III  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about October 9, 2008, in the Western District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, a wire transfer of \$300,875.48 from Flagstar Bank in Troy, Michigan, to the escrow account of Settlement Engine, Inc. at PNC Bank in Pittsburgh, Pennsylvania.

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



**COUNT NINE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 9, 9 through 14, and 18 through 21 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. In or about October 2008, defendant

**ANTHONY JAMES DEMARCO, III  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about October 9, 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, an e-mail message from C.S. at Settlement Engine in Pittsburgh, Pennsylvania, to defendant MICHAEL RICHARD ROBERTS at DeMarco REI in Philadelphia, advising him that she is sending the HUD, for the sale of R.P.'s home to D.P., to P.M. at DeMarco REI and will then send P.M. the seller packet to give to "you guys."

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

**COUNT TEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7, 9 through 14, and 22 through 26 of Count One of this indictment are incorporated here.

2. In or about December 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly executed, and aided and abetted the execution of, a scheme to defraud American Partners Bank, also known as Waterfield Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

In violation of Title 18, United States Code, Section 1344 and 2.

**COUNT ELEVEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7, 9 through 12, and 22 through 26 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. In or about December 2008, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about December 5, 2008, in Pittsburgh, in the Western District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE,**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, a wire transfer of \$206,808.38 from American Partners Bank in Carmel, Indiana, to the escrow account of Settlement Engine, Inc. at PNC Bank in Pittsburgh, Pennsylvania.

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

**COUNT TWELVE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7, 9 through 14, and 22 through 26 of Count One of this indictment are incorporated here.

**THE SCHEME**

2. In or about December 2008, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about December 5, 2008, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS, and  
SEAN RYAN MCBRIDE,**

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce, an e-mail message from C.S. at Settlement Engine in Pittsburgh to P.M. at DeMarco REI in Philadelphia, attaching a revised HUD for the sale of A.B.'s home to S.R. and asking "How's this one?"

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

**COUNT THIRTEEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 12 of Count One of this indictment are incorporated here.

2. B.M. inherited his residence in Elizabeth, Pennsylvania, in about 2000. Several years later, B.M. was in the process of divorcing his wife. Their property settlement provided that she would receive half of the appraised value of the home, approximately \$60,000. B.M. needed to sell or mortgage his house to obtain this money.

3. B.M. met with defendant SEAN RYAN MCBRIDE at Settlement Engine in Pittsburgh. Defendant MCBRIDE told B.M. that defendant MCBRIDE would arrange for an investor to purchase the M.B.'s home on a short-term basis, the \$60,000 would be paid to B.M.'s wife, and B.M. would be able to re-purchase his home as soon as defendant MCBRIDE could find him the right mortgage lender. B.M. agreed to defendant MCBRIDE's proposal.

4. Defendant SEAN RYAN MCBRIDE arranged for a straw buyer, J.S., to take title to B.M.'s home. J.S. put no money into the transaction.

5. Settlement Engine was the settlement agent for this transaction. On or about October 31, 2008, Everbank in Jacksonville, Florida, wired \$102,090.77 to Settlement Engine, the new mortgage money. Defendant SEAN RYAN MCBRIDE took approximately \$21,000 of the cash due to B.M. and instead disbursed this money to, among others, himself and J.S. the buyer, who put no money into this transaction. Defendant MCBRIDE also diverted approximately \$34,204.02 of the cash due to B.M. to make the "down payment" and pay closing costs. These disbursements are not reflected on the settlement statement.

6. B.M. then became a renter, paying approximately \$1,050 per month to Lake Haven Management, LLC, a company of which defendant MCBRIDE was president.

7. In or about October 2008, in Pittsburgh, in the Western District of Pennsylvania, and elsewhere, defendant

**SEAN RYAN MCBRIDE**

knowingly executed, and attempted to execute, a scheme to defraud Everbank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

In violation of Title 18, United States Code, Section 1344.

**COUNT FOURTEEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and paragraphs 9 through 12 of Count One and paragraphs 2 through 6 of Count Thirteen of this indictment are incorporated here.

**THE SCHEME**

2. In or about October 2008, defendant

**SEAN RYAN MCBRIDE**

knowingly devised and intended to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

3. On or about October 31, in Pittsburgh, in the Western District of Pennsylvania, and elsewhere, defendant

**SEAN RYAN MCBRIDE**

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, a wire transfer of approximately \$102,090.77 from Everbank in Jacksonville, Florida, to the escrow account of Settlement Engine, Inc. at PNC Bank in Pittsburgh, Pennsylvania.

All in violation of Title 18, United States Code, Section 1343.

**COUNT FIFTEEN**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 7 and 9 through 12 of Count One of this indictment are incorporated here.
2. In July 2009, defendant ANTHONY JAMES DEMARCO, III, left DeMarco REI.
3. From in or about July 2009 through in or about December 2009, defendant ANTHONY JAMES DEMARCO, III was the Chief Executive Officer of Optima Property Management Group ("OPM Group"), in King of Prussia, Pennsylvania.
4. In or about the Summer 2009, G.C., an elderly widow on Primrose Street in Philadelphia, Pennsylvania, was facing foreclosure.
5. Defendant ANTHONY JAMES DEMARCO, III, arranged for the sale of G.C.'s house to J.M., an investor.
6. A.A. Inc. was the settlement agent for this transaction, which closed on or about September 15, 2009. The settlement sheet falsely shows that J.M. paid \$49,561.74 to cover the down payment and closing costs. In fact, J.M. paid nothing; instead, OPM Group paid J.M. an investor fee for purchasing G.C.'s house.
7. On or about September 17, 2009, A.A. wired \$49,561.74, the exact amount of the buyer's down payment and closing costs, from the seller's funds to OPM Group. Thereafter, OPM Group wired back \$49,561.74 to A.A., to pay the buyer's funds to close.
8. After the sale of her home to J.M., G.C. remained in her home, paying rent to OPM Group.



9. On or about October 14, 2009, G.C. sent a Citizens Bank Official Check payable to OPM Group for \$1,000 to OPM Group in King of Prussia by Express Mail, for her rent. On or about October 19, 2009, this check was deposited into OPM Group's bank account.

10. Although the first mortgage payment on G.C.'s house was due on November 1, 2009, defendant ANTHONY JAMES DEMARCO, III, caused a check backed by insufficient funds to be sent to the mortgage company. The check ultimately bounced.

11. On or about October 14, 2009, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**ANTHONY JAMES DEMARCO, III,**

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, an Express Mail package from G.C. in Philadelphia, Pennsylvania, to OPM Group, LLC, in King of Prussia, Pennsylvania, which contained a Citizens Bank Official Check payable to OPM Group for \$1,000 to OPM Group.

In violation of Title 18, United States Code, Section 1341.

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Sections 1341, 1343, and 1349, set forth in this indictment, defendants

**ANTHONY JAMES DEMARCO, III,  
MICHAEL RICHARD ROBERTS,  
SEAN RYAN MCBRIDE, and  
ERIC BASCOVE**

shall forfeit to the United States of America any property constituting, or derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to the sum of \$31,202,684.

2. If any of the property described above, as a result of any actor omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of this Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intention of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), 28 U.S.C. § 2461, and United States Code, Section 853.

A TRUE BILL:

GRAND JURY FOREPERSON

**ECF  
DOCUMENT**

ZANE DAVID MEMEGER  
United States Attorney

I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the Eastern District of Pennsylvania.

Date Filed: 12/9/10

Michael E. Kunz, Clerk

By: [Signature]

Deputy Clerk

81

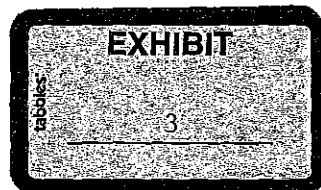
IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :  
v. : CRIMINAL NO. 10-790-03  
SEAN RYAN MCBRIDE :

GUILTY PLEA AGREEMENT

Under Rule 11 of the Federal Rules of Criminal Procedure, the government, the defendant, and the defendant's counsel enter into the following guilty plea agreement. Any reference to the United States or the government in this agreement shall mean the Office of the United States Attorney for the Eastern District of Pennsylvania.

I. The defendant agrees to plead guilty to Count 1 and Counts 4 through 14 of the Indictment, charging him with conspiracy to commit wire fraud and bank fraud, in violation of 18 U.S.C. § 1349; wire fraud, in violation of 18 U.S.C. § 1343; bank fraud, in violation of 18 U.S.C. § 1344; and aiding and abetting, in violation of 18 U.S.C. § 2. These charges arise from the defendant's conduct in aiding and abetting a mortgage foreclosure rescue scheme conducted by Anthony DeMarco and others at DeMarco RFI, Inc., from approximately June 2008 through early December 2008, and from the defendant's commission of a fraudulent mortgage transaction in Pittsburgh, which he conducted through Lake Haven Holdings, LLC, in or about October 2008. The defendant further acknowledges his waiver of rights, as set forth in the attachment to this agreement.



2. The defendant also agrees not to contest forfeiture as set forth in the notice of forfeiture charging criminal forfeiture under 18 U.S.C. § 981(a)(1)(C), and 28 U.S.C. § 2461.

3. The defendant agrees to pay the special victims/witness assessment in the amount of \$1,200 before the time of sentencing and shall provide a receipt from the Clerk to the government before sentencing as proof of this payment.

4. The defendant agrees to make restitution as directed by the Court. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees fully to disclose all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. Accordingly:

a. The defendant will promptly submit a completed financial statement to the U.S. Attorney's Office, in a form it provides and as it directs. The defendant promises that his financial statement and disclosures will be complete, accurate, and truthful.

b. The defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report on him in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

5. The defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

6. The parties agree that this plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) and that the following specific sentence is the appropriate disposition of this case: 63 months incarceration, a five-year period of supervised release, and a \$1,200 special assessment. The amount of fines, restitution, and forfeiture will be determined by the Court at sentencing. If the Court does not accept this plea agreement, then either the defendant or the government will have the right to withdraw from the plea agreement and insist that the case proceed to trial.

7. The defendant understands, agrees, and has had explained to him by counsel that the Court may impose the following statutory maximum sentences: On each of Counts 1 and Counts 4 through 14 (charging conspiracy, bank fraud, wire fraud, and aiding and abetting), 30 years' imprisonment, a five-year period of supervised release, a \$ 1 million fine, and a \$100 special assessment.

8. Thus, the total Maximum Sentence is: 360 years' imprisonment, a five year period of supervised release, \$12 million fine, and a \$1,200 special assessment. Full restitution also shall be ordered. Forfeiture of all property constituting, or derived from, proceeds obtained directly or indirectly from the commission of such offenses, also may be ordered.

9. The defendant further understands that supervised release may be revoked if its terms and conditions are violated. When supervised release is revoked, the original term of imprisonment may be increased by up to three years per count of conviction. Thus, a violation of supervised release increases the possible period of incarceration and makes it possible that the defendant will have to serve the original sentence, plus a substantial additional period, without credit for time already spent on supervised release.

10. The defendant may not withdraw his plea because the Court declines to follow any recommendation, motion, or stipulation by the parties to this agreement. No one has promised or guaranteed to the defendant what sentence the Court will impose.

11. Pursuant to USSG § 6B1.4, the parties enter into the following stipulations under the Sentencing Guidelines Manual. It is understood and agreed that: (1) the parties are free to argue the applicability of any other provision of the Sentencing Guidelines, including offense conduct, offense characteristics, criminal history, adjustments, and departures; (2) these stipulations are not binding upon either the Probation Office or the Court; and (3) the Court may make factual and legal determinations that differ from these stipulations and that may result in an increase or decrease in the Sentencing Guidelines range and the sentence that may be imposed:

(a) The parties agree and stipulate that the fraud loss was more than \$2.5 million but less than \$7 million.

(b) The parties agree and stipulate that there were more than 10 victims but fewer than 50 victims.

(c) The parties agree and stipulate that the defendant abused a position of public or private trust, or used a special skill, in a manner that significantly facilitated the commission of concealment of the offense.

(d) The parties agree and stipulate that, as of the date of this agreement, the defendant has demonstrated acceptance of responsibility for his offense, making the defendant eligible for a 2-level downward adjustment under USSG § 3E1.1(a).

(e) The parties agree and stipulate that, as of the date of this agreement, the defendant has assisted authorities in the investigation or prosecution of his own

misconduct by timely notifying the government of his intent to plead guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the court to allocate their resources efficiently, resulting in a 1-level downward adjustment under USSG § 3E1.1(b).

12. In exchange for the undertakings made by the government in entering this plea agreement, the defendant voluntarily and expressly waives all rights to appeal or collaterally attack the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law.

a. Notwithstanding the waiver provision above, if the government appeals from the sentence, then the defendant may file a direct appeal of his sentence.

b. If the government does not appeal, then notwithstanding the waiver provision set forth in this paragraph, the defendant may file a direct appeal but may raise only claims that:

(1) the defendant's sentence on any count of conviction exceeds the statutory maximum for that count as set forth in paragraph 8 above;

(2) the sentencing judge erroneously departed upward pursuant to the Sentencing Guidelines; and/or

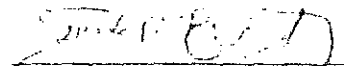
(3) the sentencing judge, exercising the Court's discretion pursuant to United States v. Booker, 543 U.S. 220 (2005), imposed an unreasonable sentence above the final Sentencing Guideline range determined by the Court.



13. The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

14. The defendant is satisfied with the legal representation provided by the defendant's lawyer; the defendant and this lawyer have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that he is guilty.

15. It is agreed that the parties' guilty plea agreement contains no additional promises, agreements, or understandings other than those set forth in this written guilty plea agreement, and that no additional promises, agreements, or understandings will be entered into unless in writing and signed by all parties. In addition, the prior off-the-record proffer letter dated March 3, 2010, is revoked as of the date this plea is entered.



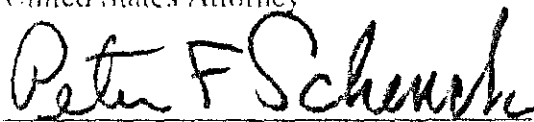
SEAN RYAN MCBRIDE  
Defendant



MICHAEL ENGLE, ESQUIRE  
Counsel for Defendant

Date: 3/13/12

ZANE DAVID MEMEGER  
United States Attorney



PETER F. SCHENCK  
Chief, Criminal Division  
Assistant United States Attorney



KAREN L. GRIGSBY  
Assistant United States Attorney

Attachment

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :

v. :

CRIMINAL NO. 10-790-03

SEAN RYAN MCBRIDE :

ACKNOWLEDGMENT OF RIGHTS

I hereby acknowledge that I have certain rights that I will be giving up by pleading guilty.

1. I understand that I do not have to plead guilty.
2. I may plead not guilty and insist upon a trial.
3. At that trial, I understand
  - a. that I would have the right to be tried by a jury that would be selected from the Eastern District of Pennsylvania and that along with my attorney, I would have the right to participate in the selection of that jury;
  - b. that the jury could only convict me if all 12 jurors agreed that they were convinced of my guilt beyond a reasonable doubt;
  - c. that the government would have the burden of proving my guilt beyond a reasonable doubt and that I would not have to prove anything;
  - d. that I would be presumed innocent unless and until such time as the jury was convinced beyond a reasonable doubt that the government had proven that I was guilty;
  - e. that I would have the right to be represented by a lawyer at this trial and at any appeal following the trial, and that if I could not afford to hire a lawyer, the court would appoint one for me free of charge;
  - f. that through my lawyer I would have the right to confront and cross-examine the witnesses against me;
  - g. that I could testify in my own defense if I wanted to and I could subpoena witnesses to testify in my defense if I wanted to; and

h. that I would not have to testify or otherwise present any defense if I did not want to and that if I did not present any evidence, the jury could not hold that against me.

4. I understand that if I plead guilty, there will be no trial and I would be giving up all of the rights listed above.

5. I understand that if I decide to enter a plea of guilty, the judge will ask me questions under oath and that if I lie in answering those questions, I could be prosecuted for the crime of perjury, that is, for lying under oath.

6. I understand that if I plead guilty, I have given up my right to appeal, except as set forth in the appellate waiver provisions of my plea agreement.

7. Understanding that I have all these rights and that by pleading guilty I am giving them up, I still wish to plead guilty.

8. I acknowledge that no one has promised me what sentence the Court will impose. I am aware and have discussed with my attorney that, at sentencing, the Court will calculate the Sentencing Guidelines range (including whether any departures apply), and then, in determining my sentence, will consider the Guideline range and all relevant policy statements in the Sentencing Guidelines, along with other sentencing factors set forth in 18 U.S.C. § 3553(a), including

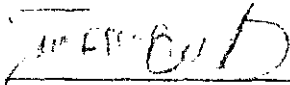
(1) the nature and circumstances of the offense and my personal history and characteristics;

(2) the need for the sentence imposed-- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense; (B) to afford adequate deterrence to criminal conduct; (C) to protect the public from further crimes of the defendant; and (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner;

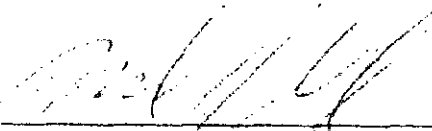
(3) the kinds of sentences available;

(4) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and

(5) the need to provide restitution to any victims of the offense.



SEAN RYAN MCBRIDE  
Defendant



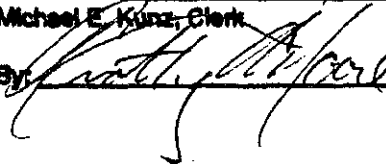
MICHAEL EXGLE, ESQUIRE  
Counsel for the Defendant

Dated: 3/13/12

**ECF  
DOCUMENT**

I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the Eastern District of Pennsylvania.

Date Filed: 3/13/12  
Michael E. Kunz, Clerk

By:  Deputy Clerk

UNITED STATES DISTRICT COURT

EASTERN

District of

PENNSYLVANIA

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

V.

SEAN RYAN MCBRIDE

Case Number: DPAE2:010CR000790-003

USM Number: 66851-066

Michael J. Engle, Esq.

Defendant's Attorney

THE DEFENDANT:

X pleaded guilty to count(s) 1,4,5,6,7,8,9,10,11,12,13, 14

pleaded nolo contendere to count(s) which was accepted by the court.

was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18USC§1349	Conspiracy to commit wire fraud and bank fraud	7/31/09	1
18USC§§1344 and 2	Bank fraud and aiding and abetting	7/31/09	4,7,10,13
18USC§§1343 and 2	Wire fraud and aiding and abetting	7/31/09	5,6,8,9,11,12,14

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

The defendant has been found not guilty on count(s)

Count(s) is are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

10/1/12

Date of Imposition of Judgment

Signature of Judge

Michael M. Baylson, U.S.D.C.J.

Name and Title of Judge

Date

10/3/12

A TRUE COPY CERTIFIED FROM THE RECORD

DATED: OCT 11 2012

ATTEST:

DEPUTY CLERK, UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA

ECF DOCUMENT

I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the Eastern District of Pennsylvania.

Date Filed: Michael E. Kunz, Clerk

By: Deputy Clerk



DEFENDANT: SEAN RYAN MCBRIDE  
CASE NUMBER: DPAA2:10-000790-003

### IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

63 months on each count to be served concurrently.

The court makes the following recommendations to the Bureau of Prisons:

Designation of MCI Morgantown, WV or Elkton, OH

The defendant is remanded to the custody of the United States Marshal.

The defendant shall surrender to the United States Marshal for this district:

a \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_

as notified by the United States Marshal.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

before 2 p.m. on October 15, 2012 of the institute by the Bureau of Prisons to that institute; or to the US Marshal of the Western District of PA if no designation made.

as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

### RETURN

I have executed this judgment as follows:

Defendant delivered \_\_\_\_\_ to \_\_\_\_\_

at \_\_\_\_\_, with a certified copy of this judgment.

UNITED STATES MARSHAL

By \_\_\_\_\_

DEFENDANT: SEAN RYAN MCBRIDE  
CASE NUMBER: DPAE2:10-000790-003

### SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of :

5 years consisting of a term of five years on each of Counts 1,4,5,6,7,8,9,10,11,12,13 and 14, all such terms to run concurrently.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. (Check, if applicable.)
- The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)
- The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)
- The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

### STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: SEAN RYAN MCBRIDE  
CASE NUMBER: DPÆ2:10-000790-003

### ADDITIONAL SUPERVISED RELEASE TERMS

The defendant shall provide the US Probation Office with full disclosure of his financial records to include yearly income tax returns upon the request of the US Probation Office. The defendant shall cooperate with the probation officer in the investigation of his financial dealings and shall provide truthful statements of his income.

The defendant is prohibited from incurring any new credit charges or opening additional lines of credit without the approval of the probation officer, unless the defendant is in compliance with a payment schedule for any fine or restitution obligation. The defendant shall not encumber or liquidate interest in any assets unless it is in direct service of the fine or restitution obligation or otherwise has the express approval of the Court.

The defendant shall participate in a mental health program for evaluation and/or treatment as approved by the Court after receiving a recommendation by the U.S. Probation Office. The defendant shall remain in treatment until satisfactorily discharged with the approval of the Court.



DEFENDANT: SEAN RYAN MCBRIDE  
CASE NUMBER: DPAE2:10-000790-003

**CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>		<u>Fine</u>		<u>Restitution</u>
TOTALS	\$ 1,200.00		\$		\$ TBD

The determination of restitution is deferred until \_\_\_\_\_. An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.

The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
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TOTALS	\$ _____ 0	\$ _____ 0
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Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_

The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

The court determined that the defendant does not have the ability to pay interest and it is ordered that:

the interest requirement is waived for the  fine  restitution.

the interest requirement for the  fine  restitution is modified as follows:

\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: SEAN RYAN MCBRIDE  
CASE NUMBER: DP AE2:10-000790-003

### SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A  Lump sum payment of \$ 1,200.00 due immediately, balance due
- not later than \_\_\_\_\_, or
- in accordance  C,  D,  E, or  F below; or
- B  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C  Payment in equal \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after the date of this judgment; or
- D  Payment in equal \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E  Payment during the term of supervised release will commence within \_\_\_\_\_ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F  Special instructions regarding the payment of criminal monetary penalties:

The defendant may participate in the Bureau of Prisons Inmate Financial Responsibility Program and provide a minimum payment of \$25 per quarter towards the fine/restitution. In the event the fine/restitution is not paid prior to the commencement of supervision, the defendant shall satisfy the amount due in monthly installments of not less than \$500.00 to commence 30 days after release from confinement. The defendant shall notify the US Attorney for this district within 30 days of any change of mailing address or residence that occurs while any portion of the fine/restitution remains unpaid.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed,

- Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

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- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.