

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

UNITED STATES OF AMERICA §
 §
v. § No. 6:17CR40-01
 § JUDGE CLARK
THEODORE ROBERT WRIGHT III (01) §

FACTUAL BASIS

Investigation by the United States Department of Alcohol, Tobacco, Firearms, and Explosives (ATF) disclosed the following facts that establish that I, the defendant, Theodore Robert Wright III, violated 18 U.S.C. §§ 1349 and 844(n). I accept the following factual basis as true and correct:

Count One – Wire Fraud Conspiracy

1. From in or about March 2012, and continuing through in or about March 2017, in the Eastern District of Texas, and elsewhere, I conspired and agreed with Shane Gordon, Raymond Fosdick, Edward Delima, and others, to violate 18 U.S.C. § 1343, wire fraud, that is to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce any writings, signs, signals, pictures, and sounds for the purpose of executing a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises.

2. I knew of the unlawful purpose of the agreement.

3. I joined in the agreement willfully, that is, with the intent to further its unlawful purpose.

4. It was the general purpose of the conspiracy for my co-conspirators and I to defraud insurance companies and unlawfully obtain money from such insurance companies by means of false and fraudulent pretenses, representations, and promises.

5. My co-conspirators and I acquired various vehicles, aircraft, and vessels.

6. My co-conspirators and I obtained insurance coverage for the acquired vehicles, aircraft, and vessels in amounts exceeding the purchase prices of those vehicles, aircraft, and vessels.

7. My co-conspirators and I devised and carried out schemes to destroy the vehicles, aircraft, and vessels.

8. My co-conspirators and I defrauded insurance companies and obtained money from insurance companies by means of false and fraudulent pretenses, representations, and promises.

9. My co-conspirators and I obtained control of the funds paid by the insurance companies and used the monies for our personal benefit, as well as that of others.

Count Five – Arson Conspiracy

10. From in or about April 29, 2014, and continuing through in or about September 13, 2014, in the Eastern District of Texas, and elsewhere, I conspired and agreed with Raymond Fosdick and others, to violate 18 U.S.C. § 844(i), arson of property used in interstate and foreign commerce and used in an activity affecting interstate and foreign commerce, that is to maliciously damage and destroy by means of fire, a vehicle, that is a 1971 Cessna 500, United States Aircraft Registration Number N18FM, used in

interstate and foreign commerce and in an activity affecting interstate and foreign commerce.

11. I knew of the unlawful purpose of the agreement.

12. I joined in the agreement willfully, that is, with the intent to further its unlawful purpose.

Overt Acts as to Both Conspiracies

Personal Injury Lawsuit

13. On or about April 9, 2013, I sent Raymond Fosdick an email which referenced a debt that I owed. I stated, "...our tylka payday is going to pay that off..." I indicated that I was under a deadline to repay the debt and instructed Raymond Fosdick to "push your lawyer!"

14. On or about September 17, 2013, Tylka Law Center, acting on Raymond Fosdick's behalf, filed a personal injury lawsuit against me and Government Auctions Online, LLC in *Raymond Fosdick v. Theodore Wright, et al.*, Cause No. 13-CV-1201 in the 212th District Court, Galveston County, Texas. The civil complaint sought more than \$1,000,000.00 for injuries and damages sustained in the September 20, 2012, aircraft crash in the Gulf of Mexico involving the 1966 Beechcraft Baron.

15. I communicated with the insurance company about the lawsuit by email.

16. On or about December 10, 2013, the lawsuit was settled for \$100,000.00. The insurance company's settlement check was made payable to Raymond Fosdick and Tylka Law Center, P.C. Shortly thereafter, Tylka Law Center issued a check in the

amount of \$8,000.00 made payable to Raymond Fosdick and a check in the amount of \$42,000.00 made payable to Carissus, LLC.

17. On or about December 20, 2013, Shane Gordon deposited the \$42,000.00 check into a Wells Fargo account held in the name of Carissus, LLC.

18. On or about December 23, 2013, Carissus, LLC transferred \$41,000.00 by wire transfer from the Wells Fargo account to a Wells Fargo account held in my name.

1971 Cessna 500 N18FM

19. On or about March 14, 2014, Excellent Aviation, LLC purchased a 1971 Cessna 500 aircraft, United States Aircraft Registration Number N18FM, for \$190,000.00.

20. On or about March 24, 2014, Plaisir en Vol, Inc. purchased the aircraft from Excellent Aviation, LLC.

21. On or about March 28, 2014, Plaisir en Vol, Inc. insured the aircraft for \$440,000.00. The insurance premium payments were made from a Wells Fargo account held in the name of Carissus, LLC.

22. On or about August 29, 2014, I flew a 1971 Cessna 500 aircraft, United States Aircraft Registration Number N18FM, to Athens, Texas.

23. On or about August 29, 2014 or August 30, 2014, Raymond Fosdick flew to Athens, Texas, to destroy the 1971 Cessna 500 at my direction.

24. On or about August 29, 2014 and August 30, 2014, while Raymond Fosdick was in Athens, Texas, he and I communicated through iMessage. Abridged excerpts of our communications are as follows:

T.R. Wright: Just don't look suspicious there

Raymond Fosdick: I can dump it and get avgas

T.R. Wright: Or go dump it out and just fill with car gas
Land somewhere else, dump it out and use the
24hr self serve?

Raymond Fosdick: I know
I'm at the airport

T.R. Wright: I'm in. Go for launch.

Raymond Fosdick: Now

T.R. Wright: Now
Send confirmation when able please.

Raymond Fosdick: Plane will not start

T.R. Wright: Don't kill the battery. Let it sit for a minute.
It's probably flooded. Try to start with throttle
open and mixture pulled

Raymond Fosdick: That's what I'm doing

T.R. Wright: 20 minutes till 0500. What's up
Is the job done?

Raymond Fosdick: Still hasn't started
No setup but not done
Old man just showed up

T.R. Wright: [Expletive]

Have your story straight and don't [expletive]
around

Obviously we don't know each other

I don't [expletive] know dude. I don't

[expletive] know. This is totally [expletive] up.

I really hope nobody goes and looks in the
plane

Raymond Fosdick: What am I supposed to do

I can't do anything w him here

25. On or about August 30, 2014, Raymond Fosdick left Athens, Texas, and returned to South Carolina.

26. On or about September 12, 2014, Raymond Fosdick flew back to Texas, to destroy the 1971 Cessna 500 at my direction.

27. On or about September 12, 2014 and September 13, 2014, Raymond Fosdick and I communicated through iMessage. Abridged excerpts of our communications are as follows:

T.R. Wright: Did you get some switcheroos? I'm nervous about somehow having this thing spotted and getting linked back to sink us. I would feel much better if we could disguise it slightly

T.R. Wright: Car is at 18150 McKay Blvd, Humble, TX 77338 Sleep inn. Black Altima key in cup

holder. Taxi there. Then you can leave it at
Conroe when finished

T.R. Wright: Do not get made in that car or it will sink us. I
would really like if you can have some
switcheroos

Raymond Fosdick: It's done

28. On or about September 13, 2014, Raymond Fosdick, acting at my direction, I set the 1971 Cessna 500 on fire, destroying the aircraft completely.

29. From on or about September 15, 2014 to on or about September 17, 2014, Shane Gordon made multiple phone calls to the Athens Fire Marshal during which he informed the Fire Marshal that he would provide investigators with information related to the pilot and ownership/management of the 1971 Cessna 500.

30. On or about September 16, 2014, Shane Gordon communicated with the Athens Fire Marshal by email, falsely and fraudulently representing that a co-conspirator was responsible for the ownership/management of the aircraft.

31. On or about September 16, 2014, a co-conspirator communicated with the Athens Fire Marshal by email, falsely and fraudulently representing that he was responsible for the ownership/management of the aircraft.

32. On or about September 17, 2014, the same co-conspirator communicated with the Athens Fire Marshal by email, falsely and fraudulently representing his ownership/management of the aircraft and my relationship with the aircraft.

33. From on or about September 17, 2014 to on or about September 22, 2014, I made multiple phone calls to the Athens Fire Marshal during which I falsely and fraudulently represented certain information about the aircraft, including my relationship with the aircraft, the condition of the aircraft, and the ownership/management of the aircraft. On at least one occasion, I used a satellite phone to communicate with the Fire Marshal.

34. On or about September 17, 2014, Shane Gordon filed an insurance claim for the loss of the 1971 Cessna 500. Shane Gordon communicated with the insurance company by email and cell phone.

35. On or about February 4, 2015, my co-conspirators and I caused the insurance company to issue a check in the amount of \$440,000.00 made payable to Plaisir en Vol, Inc., through its law firm, Coats and Evans, P.C.

36. On or about February 11, 2015, the check was deposited in a Coats and Evans, P.C. IOLTA account at Woodforest National Bank. The check was endorsed by Shane Gordon as director of Plaisir en Vol, Inc.

37. On or about February 4, 2015, a wire transfer of \$50,000.00 was made to a title company from a JP Morgan Chase account held in the name of "Theodore R. Wright or A.R.P. or Shane W. Gordon, POA" for the purchase of a Gates Learjet, Model 35A, Serial Number 476.

38. On or about February 23, 2015, Coats and Evans, P.C., transferred \$436,611.50 by wire transfer to the same title company for the purchase of the Learjet.

39. On or about February 27, 2015, according to Federal Aviation Administration (FAA) records, the Learjet was purchased by Theodore R. Wright Enterprises, Inc.

1998 Hunter Passage

40. On or about October 6, 2014, Theodore R. Wright Enterprises, Inc. purchased a 1998 Hunter Passage for \$50,150.00. The vessel was paid for by two wire transfers from a JP Morgan Chase account held in the name of “Theodore R. Wright or A.R.P. or Shane W. Gordon, POA.”

41. On or about November 5, 2014, the Hartmann Sanford Group, Inc. “loaned” Edward Delima \$193,500.00 for the purchase of the vessel.

42. On or about November 6, 2014, Edward Delima insured the vessel for \$195,000.00 at which time he made false and fraudulent representations to the insurance company. The insurance premium payments were made from a Capital One credit card account held in my name.

43. On or about November 7, 2014, Theodore R. Wright Enterprises, Inc. “sold” the vessel to Edward Delima. The bill of sale shows that Shane Gordon signed as seller on behalf of Theodore R. Wright Enterprises, Inc.

44. On or about February 20, 2015, the vessel was extensively damaged due to partially sinking in a marina in Ko Olina, Hawaii.

45. On or about February 27, 2015, Edward Delima and I communicated through Facebook. Excerpts of their communications are as follows:

T.R. Wright: when will you be avail for a 15 min call

Edward Delima: how are we gonna handle this
I don't want to [expletive] this up its a lot of
money

T.R. Wright: I think you and I should be on the phone
together for the claim call, I pretend to be you
and give them all the info, then you will hear
everything so you know what to say later, and
we will be on messenger if we need to
communicate while we are on the phone with
them. thoughts?
might need to be tomorrow before I can though

Edward Delima: Sounds good
I wanna make sure we are on the same page
with all of this
Probably make a fact page of notes

T.R. Wright: good thinking
so we do tomorrow after your work?

Edward Delima : Easier than digging through chats
Sounds good


46. On or about February 27, 2015, Edward Delima and I filed an insurance claim for the loss of the vessel in which they made false and fraudulent representations. Among other things, Edward Delima and I falsely and fraudulently represented certain


facts related to the vessel, including the ownership of the vessel, and the condition of the vessel. On this date as well as on other dates, I used, directed, and/or assumed the identity of Edward Delima in communications with the insurance company. On such occasions, Edward Delima and I communicated with the insurance company by email and cell phone.

47. On or about July 3, 2015, Shane Gordon, Edward Delima, and I caused the insurance company to issue a check in the amount of \$180,023.80 made payable to the Hartmann Sanford Group, Inc.

48. On or about July 6, 2015, the check was deposited into a U.S. Bank account held in my name.

49. On or about July 10, 2015, I transferred \$180,000.00 by wire transfer from the U.S. Bank account to a JP Morgan Chase account held in the name of "Theodore R. Wright or A.R.P. or Shane W. Gordon, POA."


50. ~~The currently unreimbursed losses caused by the conduct of my co-~~ 
~~conspirators and I are \$988,554.83, and that is the appropriate amount should the Court~~
~~order restitution.~~

51. ~~The criminal proceeds which I obtained as a result of the conduct of my co-~~ 
~~conspirators and I were \$938,554.80, and that is the appropriate amount should the Court~~
~~order forfeiture.~~

52. I acknowledge that these acts constitute violations of 18 U.S.C. § 1349 (Conspiracy to Commit Wire Fraud) and 18 U.S.C. § 844(n) (Conspiracy to Violate 18 U.S.C. § 844(i)).

I hereby stipulate that the facts described above are true and correct and accept them as the uncontroverted facts of this case.

Dated: 10-5-2017



Defendant

Defendant's Counsel's Signature and Acknowledgment:

I have read this Factual Basis and the Plea Agreement in this matter and have reviewed them with my client, Theodore Robert Wright III. Based upon my discussions with my client, I am satisfied that he understands the terms and effects of the Factual Basis and the Plea Agreement and that he is signing this Factual Basis voluntarily.

Dated: 10-10-2017



Gabriel L. Grasso / CARLO DANIELO
Attorney for Defendant