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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CONOCOPHILLIPS ALASKA, INC.,)
)
Plaintiff,)
)
v.)
)
FORREST WRIGHT; AMANDA WRIGHT;)
NATHAN KEAYS; KELLY KEAYS;)
ECO EDGE ARMORING, LLC; DAVID)
BENEFIELD; WRIGHT CAPITAL)
INVESTMENTS, LLC; and DB OILFIELD)
SUPPORT SERVICES,)
Defendants.)

Case No. _____

COMPLAINT

Forrest Wright, a former employee of ConocoPhillips Alaska Inc. (hereinafter “ConocoPhillips), defrauded his employer out of millions of dollars by securing payments for non-existent goods and services from ConocoPhillips to companies he and/or his co-conspirators controlled.¹ The scheme extended over many months and many separate invoices, and there are likely ongoing plans to continue the scheme, through more fake companies and fraudulent

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¹ Forrest Wright resigned with short notice from ConocoPhillips last Thursday, December 5, 2019.

invoices. Forrest Wright and Amanda Wright transferred several million dollars of stolen money across state lines and used it to form a wholly owned Nevada corporation which then purchased real estate and other property in Nevada. Co-conspirators Nathan Keays and Kelly Keays similarly used stolen money to purchase real property and other assets in Alaska. More particularly ConocoPhillips alleges and complains as follows:

PARTIES

1. ConocoPhillips Alaska Inc., (“ConocoPhillips”) is a corporation organized and in good standing under the laws of the State of Alaska with its principal place of business in Anchorage.

2. Forrest Wright is a resident of Anchorage, Alaska.

3. Amanda Wright is a resident of Anchorage, Alaska.

4. Upon information and belief Forrest and Amanda Wright are husband and wife.

5. Wright Capital Investments, LLC is a limited liability company organized in the State of Nevada, wholly owned by Forrest Wright and Amanda Wright.

6. DB Oilfield Support Services is an unincorporated entity that holds Alaska business license number 2086140. It represents itself to be located in Webber Falls, OK, and to be owned by David Benefield.

7. David Benefield represented himself to ConocoPhillips to be the president of DB Oilfield Support Services and that he lives in Fairbanks, Alaska. Upon information and belief he is the father of Amanda Wright.

8. Nathan Keays is an Anchorage Police Officer, and a resident of Anchorage, Alaska.

9. Kelly Keays is resident of Anchorage, Alaska.

10. Upon information and belief, Nathan Keays and Kelly Keays are husband and wife.

11. Eco Edge Armoring, LLC (“Eco Edge”) is a corporation organized under the laws of the State of Alaska and owned and managed by Nathan Keays and Kelly Keays.

JURISDICTION AND VENUE

12. Jurisdiction in this court is proper under 18 U.S.C. § 1964; 28 U.S.C. § 1331; and 28 U.S.C. § 1367(a).

13. Venue is proper in this judicial under 28 U.S.C. § 1391 because the most substantial part of the events giving rise to this claim occurred in Anchorage, AK.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

14. At the times relevant to this complaint Forrest Wright was employed in Anchorage, Alaska by ConocoPhillips as a Senior Drilling and Wells Planner.

15. In his position as Senior Drilling and Wells Planner Forrest Wright had the authority to propose suppliers to become “approved vendors” for ConocoPhillips. Only approved vendors can sell materials and provide services to ConocoPhillips.

16. In his position Forrest Wright had the authority to requisition materials and services for purchase and use by ConocoPhillips.

17. Forrest Wright and Amanda Wright conspired among themselves and with others to defraud ConocoPhillips. The conspiracy involved having Forrest Wright propose two businesses—DB Oilfield Support Services and Eco Edge Armoring, LLC—to be approved as vendors to ConocoPhillips and submit fraudulent information to obtain such approval. DB Oilfield Support Services was purportedly owned by David Benefield, who is Amanda Wright’s father. Eco Edge Armoring, LLC was owned by Nathan Keays and Kelly Keays.

18. Forrest Wright, with the assistance of the other co-conspirators/defendants arranged for bids to be submitted to ConocoPhillips from DB Oilfield Support Services for pipe racks, inspection shelters and other goods. Forrest Wright, with the assistance of the other co-conspirators/defendants also arranged for bids to be submitted to ConocoPhillips from Eco Edge to provide materials and services to ConocoPhillips. Forrest Wright and the other defendants knew that the materials and goods did not exist and would never be provided, and that the services would never be provided.

19. After DB Oilfield Support Services and Eco Edge became approved vendors and Forrest Wright arranged for ConocoPhillips to issue purchase orders for materials and services. DB Oilfield Support Services and Eco Edge then submitted invoices for work never done and/or goods never delivered. Forrest Wright, through fraud and misrepresentation, convinced others at ConocoPhillips to approve payment of the invoices.

PAYMENTS TO ECO EDGE ARMORING, LLC

20. On March 1, 2019 Nathan Keays wrote an email to Forrest Wright proposing that Eco Edge be hired to perform pipe inspection services for ConocoPhillips at the Fairbanks railroad yard, at a rate of \$2,075 per day.

21. On March 5, 2019 Forrest Wright proposed Eco Edge become an approved vendor to ConocoPhillips.

22. Forrest Wright obtained approval from ConocoPhillips to hire Eco Edge at the rate of \$2,075 per day.

23. Between March 11, 2019 and October 1, 2019, Eco Edge submitted eight separate invoices for pipe inspection services totaling \$439,930.

24. Eco Edge provided no services for ConocoPhillips at the Fairbanks railroad yard. Employees of the Alaska Railroad state that they never heard of Eco Edge or encountered any individuals performing the services that Eco Edge was supposed to be providing.

25. On April 14, 2019 Nathan Keays wrote an email to Forrest Wright stating that Eco Edge had available 11,000 feet of 22” joints² made by Sumitomo Corporation that his supplier has at “liquidation” prices of \$88.5/foot. Nathan Keays stated the pipe was located at Unique Machine in Anchorage.

26. Sumitomo does not make 22” joints of the type Eco Edge claimed to have available. Unique Machine does not and never did have 11,000 feet of 22” joints. That amount of pipe would be approximately 44 truckloads, an amount Unique Machine employees surely would have noticed.

27. Forrest Wright proposed to ConocoPhillips that ConocoPhillips purchase the 22” joints from Eco Edge.

28. To convince ConocoPhillips to purchase the 22” joints from Eco Edge, Forrest Wright created a fictitious email exchange with Pat Hanley, president of Cal IV Pipe, Inc. This exchange purported to show Mr. Hanley quoting a price of \$225/ft for the same type of joints from the same manufacturer.

29. Eco Edge submitted two invoices to ConocoPhillips for selling and delivering the non-existent 22” pipe, in the amounts of \$974,474 and \$495,600.

30. Forrest Wright through fraud and misrepresentation convinced others at ConocoPhillips to approve payment of those invoices and others.

² “Joint” is the industry term for a 44 foot length of pipe.

31. Eco Edge is as of this date still submitting fraudulent time sheets for purported work done in an attempt to get paid on outstanding invoices.

32. The following payments were made from ConocoPhillips to Eco Edge. There are other invoices pending which ConocoPhillips has not paid. There may be others not listed here:

Payment Doc#	Invoice Date	Date Paid	Amount
2200012108	4/9/2019	4/15/2019	10,375.00
2200013618	4/17/2019	4/22/2019	16,516.50
2200014810	4/29/2019	5/3/2019	49,800.00
2200014811	4/29/2019	5/3/2019	49,500.00
2200016610	5/13/2019	5/17/2019	320,000.00
2200017350	5/16/2019	5/20/2019	974,473.50
2200017351	5/16/2019	5/21/2019	495,600.00
2200018301	5/23/2019	5/28/2019	98,430.00
2200018749	5/29/2019	6/3/2019	99,300.00
2200018750	5/29/2019	6/3/2019	82,500.00
2200018751	5/29/2019	6/3/2019	37,050.00
2200019640	6/5/2019	6/10/2019	42,900.00
2200020890	6/13/2019	6/17/2019	41,250.00
2200023100	7/2/2019	7/8/2019	124,775.00
2200023101	7/2/2019	7/8/2019	60,450.00
2200023102	7/2/2019	7/8/2019	60,450.00
2200026549	7/30/2019	8/5/2019	120,750.00
2200028372	8/14/2019	8/19/2019	58,500.00
2200030569	8/29/2019	9/3/2019	185,225.00
2200030570	8/29/2019	9/4/2019	29,250.00
2200034021	9/27/2019	10/3/2019	64,325.00
2200034022	9/27/2019	10/3/2019	66,300.00

PAYMENTS TO DB OILFIELD SUPPORT SERVICES

33. In furtherance of the scheme to defraud ConocoPhillips, on April 23, 2019 Forrest Wright sent an email to “David” at DB Oilfield Support Services asking about a pipe racking system. Forrest Wright and “David” exchanged a series of emails purporting to be negotiations. Upon information and belief “David” was David Wayne Benefield—Amanda Wright’s father and Forrest Wright’s father-in-law.

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34. On April 26, 2019 Forrest Wright proposed to ConocoPhillips that ConocoPhillips approve DB Oilfield Support Services to become an authorized vendor.

35. Over a period of months, beginning in April, 2019 Forrest Wright directed various material personnel under him to create purchase requisitions for pipe, pipe racks and inspection equipment from DB Oilfield Support Services.

36. DB Oilfield Support Services submitted the following invoices to ConocoPhillips and received payment from ConocoPhillips on the following dates:

Invoice #	Date	Amount Paid	Date Paid
1901	5/6/2019	\$990,000	5/13/2019
1906	5/6/2019	\$990,000	5/13/2019
1913	5/9/2019	\$990,000	5/20/2019
1922	6/3/2019	\$462,000	6/28/2019
10012	8/23/2019	\$716,000	8/23/2019

37. The invoices from DB Oilfield Support Services were for adjustable pipe racks, cribbing and inspection shelters to be used at the Fairbanks railroad yard for storage and inspection of pipe/joints purchased by ConocoPhillips. Forrest Wright, through fraud and misrepresentation, convinced others at ConocoPhillips to approve payment of these and other invoices.

38. There are no materials, tubing, cribbing, pipe racks or inspection shelters provided by DB Oilfield Support Services at the Fairbanks railyard or anywhere else that could be located by ConocoPhillips.

39. DB Oilfield Support Services has never delivered any materials or goods to ConocoPhillips.

40. DB Oilfield Support Services does not exist as a legal entity. DB Oilfield Support Services represented to ConocoPhillips that it is based in Webbers Falls, Oklahoma.

41. DB Oilfield Support Services obtained an Alaska business license only three days before Forrest Wright proposed them as a vendor. The license names David Benefield as the owner of DB Oilfield Support Services.

42. The name of the vendor contact supplied by DB Oilfield Support Services to ConocoPhillips is David Benefield.

43. On April 27, 2019, the day after Forrest Wright requested DB Oilfield Support Services be approved as a vender, Forrest Wright initiated an email exchange from his ConocoPhillips office computer with the "Friendly Geek," an individual offering computer/IT services. Forrest Wright hired the Friendly Geek to create organization charts, power point slideshow and a website for DB Oilfield Support Services. Forrest Wright informed the Friendly Geek that the website was to be "more for show than practicality."

WRIGHT CAPITAL INVESTMENTS, LLC

44. Upon information and belief and in furtherance of the conspiracy Forrest Wright and Amanda Wright caused funds to be transferred from DB Oilfield Support Services to Wright Capital Investments, LLC.

45. Forrest and Amanda Wright formed Wright Capital Investments, LLC, a Nevada limited liability corporation on July 21, 2019.

46. On or around August of 2019, Forrest Wright and Amanda Wright, through Wright Capital Investments, LLC used some of the funds fraudulently obtained from ConocoPhillips to purchase in whole or part at least 17 separate houses in Las Vegas, NV with a total purchase price of \$4,200,000.00. The legal descriptions of those properties are as follows:

- a. APN 138-23-613-035
6233 Espinosa Avenue
Las Vegas, Nevada
- b. APN 138-24-115-006
5908 W Bartlett Avenue
Las Vegas, Nevada
- c. APN 138-25-112-019
1524 Saylor Way
Las Vegas, Nevada
- d. APN 138-25-114-057
1400 Saylor Way
Las Vegas, Nevada
- e. APN 138-25-312-008
5824 Iris Avenue
Las Vegas, Nevada
- f. APN 138-25-314-039
5821 Halifax Avenue
Las Vegas, Nevada
- g. APN 138-34-711-027
716 Vincent Way
Las Vegas, Nevada
- h. APN 138-34-712-050
609 Cline Street
Las Vegas, Nevada
- i. APN 138-35-711-036
501 Slayton Drive
Las Vegas, Nevada
- j. APN 138-36-120-029
5420 Banjo Street

Las Vegas, Nevada

- k. APN 139-08-411-011
3602 Gold Sluice Avenue
North Las Vegas, Nevada
- l. APN 139-19-213-079
4609 Sawyer Avenue
Las Vegas, Nevada
- m. APN 139-29-714-050
2149 Sleepy Court
Las Vegas, Nevada
- n. APN 139-30-318-007
721 Fairway Drive
Las Vegas, Nevada
- o. APN 140-22-314-028
1826 Green Acres Avenue
Las Vegas, Nevada
- p. APN 163-01-612-049
5201 Mountain View Drive
Las Vegas, Nevada
- q. APN 163-15-810-114
3973 Arrowood Drive
Las Vegas, Nevada

ALASKA PROPERTY TRANSACTIONS

47. Nathan Keays purchased two garage condominium units in Eagle River, AK on October 8, 2019, legally described as:

Units 11 and 12, EAGLE RIVER GARAGES, as identified in the declaration recorded May 22, 2019 in as Reception No. 2019-016602-0, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 2019-43, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska.

Nathan Keays paid cash for these properties. Upon information and belief, the Keays used funds embezzled or fraudulently obtained from ConocoPhillips to purchase these properties. A sign on the door of Unit 11 described above says "Eco Edge Armoring, LLC"

48. On or around October 26, 2019 Nathan and Kelly Keays paid off the \$145,350 mortgage on property that they owned, legally described as:

Unit 106, 79TH STREET GARAGETOWN PHASE 2, as identified in the declaration recorded February 2, 2016 as Reception No. 2016-004204-0, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 2016-17, in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska

Upon information and belief the Keays used funds embezzled or fraudulently obtained from ConocoPhillips to pay off this mortgage.

49. On or around March 22, 2019 Forrest Wright and Amanda Wright purchased property in Anchorage AK, legally described as:

Unit 29 of BOSTON SQUARE CONDOMINIUMS, as shown on the Floor Plans filed under Plat No. 2001-35, located in the Anchorage Recording District, Third Judicial District, State of Alaska and as described in the Declaration recorded March 17, 2000 in Book 3608 at Page 228 and Amendments thereto, if any.

50. Upon information and belief Forrest Wright and Amanda Wright have used funds embezzled or fraudulently obtained from ConocoPhillips to make payments on the mortgage and/or maintain this property.

COUNT I—RICO

51. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

52. ConocoPhillips has suffered injury by reason of defendants' racketeering activity.

53. Defendants' conduct constitutes an intentional scheme to defraud ConocoPhillips.

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54. Defendants acted together for the common purpose of embezzling money from and defrauding ConocoPhillips.

55. The Defendants' conduct in submitting false invoices, facilitating and receiving payment on the false invoices, transferring the funds from one state to another and attempting to launder the money through real estate purchases in Nevada, Alaska and elsewhere constitute racketeering activity as that term is defined in 18 USC § 1961.

56. Defendants' conduct violated 18 U.S.C. § 1341; 18 U.S.C. § 1343; and 18 U.S.C. § 2314.

57. Defendants' actions violated the National Stolen Property Act, 18 USC § 2314. Defendants transferred more than \$4,000,000 across state lines, from Alaska to a Nevada LLC and used the funds to purchase real estate in Nevada.

58. Forrest Wright used interstate wire communications in furtherance of the illegal scheme in violation of 18 U.S.C. § 1843.

59. On May 8, 2019 Forrest Wright sent an email from his computer in Alaska to Bonita Townsend, a ConocoPhillips purchasing analyst in Houston and attached a sham quotation from DB Oilfield Support Services in order to have the purchase order for non-existent pipe racks approved by ConocoPhillips.

60. Forrest Wright used ConocoPhillips' computer system to make fraudulent representations to ConocoPhillips employees located in Oklahoma. Based on these misrepresentations and others ConocoPhillips employees in Oklahoma approved and/or paid for the transactions with DB Oilfield Support Services and Eco Edge.

61. Between July 19 and August 5, 2019 Forrest Wright used interstate wire communications to communicate with Stephen Richards of Orange Realty Group of Las Vegas to arrange the purchase of real estate in Nevada with the funds embezzled from ConocoPhillips.

62. Between May 9 and May 13, 2019, Forrest Wright used interstate wire communications to communicate with JJ Lehr of American Realty Properties to arrange the purchase of real estate in Nevada with the funds embezzled from ConocoPhillips.

63. Defendants' conduct constitutes an open-ended scheme. Their criminal conduct will continue into the future. As of this date, Nathan Keays of Eco Edge is seeking payment on invoices submitted for work not done and services not rendered.

64. There is no evidence Defendants will cease their racketeering activity if Forrest Wright is not terminated from ConocoPhillips and their scheme interrupted by law enforcement.

65. The numerous separate invoices submitted by DB Oilfield Support Services and Eco Edge demonstrate that there was repetition of criminal activity in reality, not just the threat of repetition.

COUNT II—EMBEZZLEMENT

66. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

67. Forrest Wright was in a position of trust at ConocoPhillips.

68. Forrest Wright used this position of trust to convert money that belonged to ConocoPhillips to his own use.

69. Forrest Wright and the other defendants had the intention to defraud ConocoPhillips at all times relevant here.

COUNT III—FRAUD

70. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

71. Defendants represented to ConocoPhillips that goods and services had been supplied to ConocoPhillips when they had not been supplied.

72. At the time Defendants presented invoices to ConocoPhillips Defendants knew that the goods and services for which they demanded payment had not been supplied.

73. At the time Defendant Forrest Wright through fraud and misrepresentation provided incorrect and misleading facts to other ConocoPhillips employees to convince them to authorize payment of the invoices referenced above, he knew that the goods and services had not been supplied to ConocoPhillips.

74. ConocoPhillips relied upon the representations made by Defendants and contained in the invoices and elsewhere and made payment to Defendants of at least \$7,297,970.00.

75. ConocoPhillips has suffered direct monetary damages as the result of the fraud and misrepresentations made by Defendants.

COUNT IV—CONVERSION

76. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

77. ConocoPhillips is the rightful owner of the funds paid to defendants for goods and services that were not provided.

78. Defendants intentionally engaged in a scheme to deprive ConocoPhillips of possession of the funds paid for goods and services that were not provided.

79. Defendants have deprived ConocoPhillips of the possession and use of at least \$7,297,970.00

80. ConocoPhillips has suffered damages in an amount no less than \$7,297,970.00.

COUNT V—UNJUST ENRICHMENT

81. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

82. Defendants received benefit in the form of payments from ConocoPhillips made in reliance upon Defendants' misrepresentations and fraud.

83. These payments came at the expense of ConocoPhillips. ConocoPhillips received nothing of value in return for the payments.

84. It is unjust for defendants to retain the benefit of the payments, and they should be required to disgorge and return the payments.

COUNT VI—BREACH OF CONTRACT

85. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

86. Defendants DB Oilfield Support Services and Eco Edge executed binding contracts with ConocoPhillips for the delivery and performance of goods and services.

87. ConocoPhillips by making payments to DB Oilfield Support Services and Eco Edge upheld its end of the bargain.

88. Defendants did not perform under the contracts, and therefore breached those contracts.

COUNT VII—CONSTRUCTIVE TRUST

89. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

90. Any property interest defendants hold in the embezzled and/or fraudulently obtained funds, and any assets maintained, purchased or obtained using the funds, is held unfairly.

91. Any property interest defendants hold in the embezzled and/or fraudulently obtained funds, and any assets purchased or obtained using the embezzled funds, was obtained by unjust, unconscionable and unlawful means.

92. Any property interest defendants hold in the embezzled and/or fraudulently obtained funds, and any assets maintained, purchased or obtained using the embezzled funds rightly belongs to ConocoPhillips. ConocoPhillips has a good equitable claim to any assets that can be found to have been received by defendants or obtained by them as a result of the funds embezzled from ConocoPhillips.

93. A constructive trust should be placed over all property interests in the embezzled and/or fraudulently obtained funds and all property interests maintained, purchased or obtained using embezzled and/or fraudulently obtained funds, and title and ownership conveyed back to ConocoPhillips.

94. Under the circumstances it would be inequitable to allow defendants to retain embezzled and/or fraudulently obtained funds from ConocoPhillips or any assets maintained, purchased or obtained with those funds. Therefore a constructive trust should be imposed upon such funds and assets in favor of ConocoPhillips as beneficiary.

COUNT VIII—PIERCING THE CORPORATE VEIL

95. The allegations contained in the preceding paragraphs are incorporated as if fully set forth herein.

96. The corporate forms of Eco Edge Armoring, and Wright Capital Investments were used to commit fraud and perpetrate crimes.

97. All debts, obligations and assets of the corporate entities should be considered debts, obligations, and assets of their individual owners.

Wherefore, plaintiff ConocoPhillips seeks the following relief:

- A. This court exercise its equitable powers and place a constructive trust over all assets embezzled and/or fraudulently obtained from ConocoPhillips, and all assets maintained, purchased or obtained with those embezzled and/or fraudulently obtained funds from ConocoPhillips.
- B. That this court immediately enter an injunction freezing all funds held by Defendants, and forbidding defendants from selling, disposing or transferring any asset or making any payment or fund transfer to any person or entity.
- C. That this court enter judgment against defendants, jointly and severally in an amount to be proven at trial.
- D. That ConocoPhillips be awarded triple damages under RICO.
- E. That ConocoPhillips be awarded its full costs and attorney fees.

All other relief as may be just and proper.

DATED this 12th day of December, 2019.

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s/Timothy J. Lamb
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