

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 04-CR-56

HAIDER BOKHARI,
a/k/a SYED HAIDER ALI BOKHARI;
QASIM BOKHARI,
a/k/a SYED QASIM ALI BOKHARI,
and a/k/a KASIM BOKHARI;
RAZA BOKHARI,
a/k/a SYED RAZA ALI BOKHARI;
SHAHIDA BOKHARI,
a/k/a SHAHDA BOKHARI; and
KELLY BOKHARI,
a/k/a KELLY M. VIDA;

[18 U.S.C. §§ 371, 1341, 1956(h)
& 1956(a)]

Filed: 3/16/2004 UNDER SEAL
4/1/2004 UNSEALED

REDACTED VERSION

Defendants.

INDICTMENT

COUNT ONE: Conspiracy To Commit Mail Fraud

THE GRAND JURY CHARGES:

Overview of the E-Rate Program

1. In approximately 1998, the Federal government implemented a program to provide subsidies to schools and libraries for use in the purchase and installation of Internet access and telecommunications services as well as internal computer and communication networks (the “E-Rate Program”). The E-Rate Program is administered under contract with the government by a not-for-profit company called the Universal Service Administrative Company (“USAC”) and by a subdivision of USAC called the Schools and Libraries Division (“SLD”). The Federal Communications Commission (“FCC”) oversees and regulates USAC and SLD.

2. One of the principal objectives of the E-Rate Program is to encourage economically disadvantaged schools to install and upgrade their Internet and communications infrastructure, and to provide their students with access to the Internet as a learning tool. To further this objective, the Federal government offers to pay a large portion of the cost of each participant school's infrastructure enhancements, where such schools meet the E-Rate Program's eligibility requirements.

3. One of the E-Rate Program's core requirements for participation is that each applicant school pay some percentage of the cost of the infrastructure enhancement. The percentage that the applicant school must pay ranges from 10% to 80%, depending on particular characteristics related to the neediness of each applicant school (hereinafter, the school's "Undiscounted Share"). The government pays the balance of that cost, which ranges from as low as 20% to as high as 90%. Among the reasons why the applicant schools are required to pay a portion of the costs are: (a) to ensure that schools have a financial incentive to negotiate for the most favorable prices, so that the government's spending under the E-Rate Program is not wasteful; and (b) to ensure that schools purchase only those infrastructure enhancements that they truly need.

4. A second core requirement for participation in the E-Rate Program is that each applicant school must seek competitive bids for the desired infrastructure enhancement. An applicant school commences its participation in the E-Rate Program by filing an initial form with SLD entitled the "Universal Service Program Description of Services Requested and Certification Form," also known as FCC Form 470. FCC Form 470 lists the types of services or goods for which the applicant school will be seeking funding. The purpose of FCC Form 470 is to open a competitive bidding process for the services and goods desired by the applicant school. After completing FCC Form 470, the applicant school transmits the form to SLD which posts the information from the form on the SLD website. The information posted on the SLD website may be accessed by any company interested in

being selected as a service provider for the applicant school. To allow for sufficient time for a competitive bidding process to occur, FCC rules require that requests for goods and services be posted on SLD's website for a period of at least 28 days before the applicant school selects a service provider. To ensure an open and competitive bidding process, FCC rules forbid a service provider who will participate in the bidding process as a bidder from completing FCC Form 470 on behalf of an applicant school.

5. After the requisite 28-day waiting period has passed following an applicant school's filing of its FCC Form 470, the applicant school may sign a contract with a service provider to obtain eligible goods and services under the E-Rate Program. Once a contract with a service provider is signed, the applicant school must file another form with SLD entitled the "Services Ordered and Certification Form," also known as FCC Form 471. It is through the filing of FCC Form 471 that the applicant school actually seeks funding from the E-Rate Program for the goods and services specified in FCC Form 471.

6. Following the filing of FCC Form 471, the applicant school must file at least one additional form before the service provider is eligible to receive payment from USAC under the E-Rate Program. "The Receipt of Service Confirmation Form," also known as FCC Form 486, informs SLD that the applicant school is receiving, is scheduled to receive, or has received goods and services in the relevant funding year from the school's service provider. FCC Form 486 must be received by SLD before an invoice from the service provider, described below in paragraph 7, will be paid.

7. After providing eligible goods and services to an eligible school, the service provider must file a "Service Provider Invoice Form," also known as FCC Form 474, with SLD. The purpose of FCC Form 474 is to seek payment for goods and services provided in the amount previously approved by SLD. Before submitting FCC Form 474, the service provider must have provided the

goods and services for which payment is requested and the service provider must have billed the applicant school for the school's Undiscounted Share.

Background

8. At all times relevant to the Indictment, defendant Haider Bokhari acted as an agent of a Virginia limited liability computer consulting company operated by him and defendant Qasim Bokhari (hereinafter "the consulting company"). Defendant Haider Bokhari is the brother of defendant Qasim Bokhari.

9. At all times relevant to the Indictment, defendant Qasim Bokhari was the owner and president of the consulting company.

Objects of the Conspiracy

10. Between approximately Fall of 2000 and April 2002, the exact dates being unknown to the Grand Jury, in the State and Eastern District of Wisconsin, and elsewhere, the defendants,

**HAIDER BOKHARI, a/k/a "Syed Haider Ali Bokhari," and
QASIM BOKHARI, a/k/a "Syed Qasim Ali Bokhari," and a/k/a "Kasim Bokhari,"**

did knowingly conspire between themselves and with another unnamed co-conspirator to commit a series of offenses against the United States, namely to defraud and obtain money from SLD and USAC, through materially false representations and the concealment of material facts, by depositing and causing to be deposited matters and things to be sent to SLD by private and commercial interstate carrier, namely the FedEx Corporation, in violation of Title 18, United States Code, Section 1341.

11. The objects of the conspiracy were to: (a) violate the rules of the E-Rate Program to induce schools to select the consulting company as the schools' service provider under the E-Rate Program; (b) cause those schools to enter into unnecessarily large contracts for infrastructure enhancements under the E-Rate Program; (c) submit materially false and fraudulent invoices and other documents to SLD and USAC which claimed that the schools had been billed for their Undiscounted

Share; (d) submit materially false and fraudulent invoices and other documents to SLD and USAC which claimed that certain work had been performed and goods supplied to the schools; and (e) receive payment from SLD and USAC for goods and services that defendants Qasim Bokhari and Haider Bokhari fraudulently claimed the consulting company had provided to the schools.

Manner and Means of the Conspiracy

12. Defendant Haider Bokhari promised school officials that their schools would not have to pay their Undiscounted Share of the cost of the infrastructure enhancement funded through the E-Rate Program if the schools selected the consulting company as the schools' service provider. Defendant Haider Bokhari also offered free computers in exchange for the consulting company being selected as certain schools' service provider.

13. Defendants Haider Bokhari and Qasim Bokhari subverted the E-Rate Program application process by taking over the schools' role in completing and submitting each school's E-Rate Program application materials. Defendants then caused the schools to enter into unnecessarily large contracts for infrastructure enhancements under the E-Rate Program by, among other means, concealing the total dollar amount of such contracts from the schools.

14. Defendants Haider Bokhari and Qasim Bokhari submitted fraudulent invoices and other documents to SLD and USAC which falsely claimed that the applicant schools had been billed for the schools' Undiscounted Share and that all of the other rules of the E-Rate Program had been followed by defendants.

15. Defendants Haider Bokhari and Qasim Bokhari submitted fraudulent invoices and other documents to SLD and USAC which falsely claimed that certain work had been performed and goods supplied by the consulting company to schools in Milwaukee, Wisconsin and Chicago, Illinois. In fact, the work and goods for which defendants sought payment was not performed or

supplied by the consulting company. Through their fraudulent scheme, defendants derived approximately \$1,288,742.76 in gross receipts from SLD and USAC.

16. Among the schools at which defendants Haider Bokhari and Qasim Bokhari perpetrated this fraudulent scheme were: Noah's Ark Preparatory School, located in Milwaukee, Wisconsin; St. Anthony Elementary School, located in Milwaukee, Wisconsin; and Nuestra America Charter School, formerly located in Chicago, Illinois (hereinafter "the schools").

Acts in Furtherance of the Conspiracy

17. In furtherance of the conspiracy and to effect the unlawful objects thereof, defendants Haider Bokhari and Qasim Bokhari committed and caused to be committed the following acts in the State and Eastern District of Wisconsin, and elsewhere:

- a. Between approximately Fall of 2000 and April 2002, defendant Haider Bokhari promised school officials that their schools would not have to pay the schools' Undiscounted Share if the schools chose the consulting company as the schools' E-Rate Program service provider. Defendant Haider Bokhari also promised school officials that he would provide free computers to certain schools if the schools chose the consulting company as the schools' E-Rate Program service provider.
- b. Between approximately Fall of 2000 and April 2002, defendant Haider Bokhari concealed the itemization pages of contracts between the consulting company and the schools for the provision of goods and services through the E-Rate Program by removing these pages from the contracts that defendant Haider Bokhari provided to the school officials for their signature. Defendant Haider Bokhari thereby deceived the school officials regarding the nature and

extent of the contracts that they entered into with the consulting company on behalf of their schools.

- c. In approximately January 2001, defendant Qasim Bokhari sent and caused to be sent by commercial interstate carrier, namely the FedEx Corporation, packages from the Eastern District of Wisconsin containing the FCC Form 471s, the Services Ordered and Certification Forms, and accompanying documents relating to the schools' Year 2001 E-Rate Program applications to SLD at 3833 Greenway Drive, Lawrence, Kansas 66046.
- d. In approximately Fall of 2001, defendant Qasim Bokhari sent and caused to be sent by commercial interstate carrier, namely the FedEx Corporation, packages from the Eastern District of Wisconsin containing the FCC Form 486s, the Receipt of Service Confirmation Forms, relating to the schools' Year 2001 E-Rate Program applications to SLD at 3833 Greenway Drive, Lawrence, Kansas 66046.
- e. In approximately Fall of 2001, defendant Haider Bokhari sent and caused to be sent false, fictitious, and fraudulent FCC Form 474s, the Service Provider Invoice Forms, relating to the schools' Year 2001 E-Rate Program applications to SLD.
- f. In approximately November 2001, during a conversation with a school official from Noah's Ark Preparatory School, defendant Haider Bokhari requested that, if the school official was contacted by anyone from USAC or SLD, that the school official falsely state that the consulting company had completed its work under the E-Rate Program for Noah's Ark Preparatory School.

- g. On or about November 15, 2001, defendants received and caused to be received a check relating to Noah's Ark Preparatory School's Year 2001 E-Rate Program application drawn on the account of USAC at LaSalle Bank in Chicago, Illinois, in the amount of \$234,867.15, made payable to the consulting company and defendant Qasim Bokhari.
- h. On or about April 25, 2002, defendants received and caused to be received a check relating to St. Anthony Elementary School's Year 2001 E-Rate Program application drawn on the account of USAC at LaSalle Bank in Chicago, Illinois, in the amount of \$837,615.96, made payable to the consulting company and defendant Qasim Bokhari.
- i. On or about April 30, 2002, defendants received and caused to be received a check relating to Nuestra America Charter School's Year 2001 E-Rate Program application drawn on the account of USAC at LaSalle Bank in Chicago, Illinois, in the amount of \$216,259.65, made payable to the consulting company and defendant Qasim Bokhari.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO: Mail Fraud

THE GRAND JURY FURTHER CHARGES:

18. Paragraphs 1 through 9 and 12 through 16 above are realleged as if set forth in full herein.

19. On or about January 4, 2001, in the State and Eastern District of Wisconsin, having devised and intending to devise a scheme to defraud and for obtaining money from SLD and USAC by means of materially false representations and the concealment of material facts, as described above in paragraphs 12 through 16 of this Indictment, for the purpose of executing the scheme to defraud, the defendants,

**HAIDER BOKHARI, a/k/a “Syed Haider Ali Bokhari,” and
QASIM BOKHARI, a/k/a “Syed Qasim Ali Bokhari,” and a/k/a “Kasim Bokhari,”**

did knowingly cause a package containing the FCC Form 471, the Services Ordered and Certification Form, and the contract relating to St. Anthony Elementary School’s Year 2001 E-Rate Program application, addressed to the Schools and Libraries Division of the Universal Service Administrative Company, 3833 Greenway Drive, Lawrence, Kansas 66046, from the consulting company and defendant Qasim Bokhari in the Eastern District of Wisconsin, to be sent and delivered by commercial interstate carrier, namely the FedEx Corporation.

All in violation of Title 18, United States Code, Section 1341.

COUNT THREE: Mail Fraud

THE GRAND JURY FURTHER CHARGES:

20. Paragraphs 1 through 9 and 12 through 16 above are realleged as if set forth in full herein.

21. On or about January 8, 2001, in the State and Eastern District of Wisconsin, having devised and intending to devise a scheme to defraud and for obtaining money from SLD and USAC by means of materially false representations and the concealment of material facts, as described above in paragraphs 12 through 16 of this Indictment, for the purpose of executing the scheme to defraud, the defendants,

**HAIDER BOKHARI, a/k/a “Syed Haider Ali Bokhari,” and
QASIM BOKHARI, a/k/a “Syed Qasim Ali Bokhari,” and a/k/a “Kasim Bokhari,”**

did knowingly cause a package containing the FCC Form 471, the Services Ordered and Certification Form, and the contract relating to Nuestra America Charter School’s Year 2001 E-Rate Program application, addressed to the Schools and Libraries Division of the Universal Service Administrative Company, 3833 Greenway Drive, Lawrence, Kansas 66046, from the consulting company and defendant Qasim Bokhari in the Eastern District of Wisconsin, to be sent and delivered by commercial interstate carrier, namely the FedEx Corporation.

All in violation of Title 18, United States Code, Section 1341.

COUNT FOUR: Mail Fraud

THE GRAND JURY FURTHER CHARGES:

22. Paragraphs 1 through 9 and 12 through 16 above are realleged as if set forth in full herein.

23. On or about January 9, 2001, in the State and Eastern District of Wisconsin, having devised and intending to devise a scheme to defraud and for obtaining money from SLD and USAC by means of materially false representations and the concealment of material facts, as described above in paragraphs 12 through 16 of this Indictment, for the purpose of executing the scheme to defraud, the defendants,

**HAIDER BOKHARI, a/k/a “Syed Haider Ali Bokhari,” and
QASIM BOKHARI, a/k/a “Syed Qasim Ali Bokhari,” and a/k/a “Kasim Bokhari,”**

did knowingly cause a package containing the FCC Form 471, the Services Ordered and Certification Form, and the contract relating to Noah’s Ark Preparatory School’s Year 2001 E-Rate Program application, addressed to the Schools and Libraries Division of the Universal Service Administrative Company, 3833 Greenway Drive, Lawrence, Kansas 66046, from the consulting company and defendant Qasim Bokhari in the Eastern District of Wisconsin, to be sent and delivered by commercial interstate carrier, namely the FedEx Corporation.

All in violation of Title 18, United States Code, Section 1341.

FORFEITURE NOTICE

THE GRAND JURY FURTHER CHARGES:

24. The allegations contained in Counts One through Four of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 28, United States Code, Section 2461(c).

25. Pursuant to Title 28, United States Code, Section 2461(c), each defendant who is convicted of the conspiracy to commit mail fraud offense set forth in Count One and each defendant who is convicted of the mail fraud offenses set forth in Counts Two through Four of this Indictment shall forfeit to the United States all right, title, and interest in any and all property constituting or derived from proceeds obtained directly or indirectly as a result of the aforesaid violations, including but not limited to \$1,288,742.76.

26. The property subject to forfeiture includes, but is not limited to, the following:

- a. Real property commonly known as **[Redacted Text]**, Kenosha, Wisconsin **[Redacted Text]**.
- b. A 2004 Infiniti FX35 automobile, vehicle identification number JNRAS08W34X201959.
- c. A 2001 Honda Accord automobile, vehicle identification number 1HGCF86641A086111.
- d. A 1999 Honda Accord automobile, vehicle identification number 1HGCG5640XA112495.
- e. Approximately \$60,000.00 in account **[Redacted Text]**0703 in Johnson Bank in Kenosha, Wisconsin.

- f. A blue, 2001 Yamaha RI motorcycle.
- g. Approximately \$95,000.00 in account **[Redacted Text]**7566 in Standard Chartered Bank, f/k/a ANZ Grindlays Bank, Ltd. in Karachi, Pakistan.
- h. Approximately \$125,000.00 in account **[Redacted Text]**3402 in ABN-AMRO Bank N.V. in Karachi, Pakistan.
- i. Approximately \$400,000.00 in account **[Redacted Text]**2400 in ABN-AMRO Bank N.V. in Karachi, Pakistan.

27. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), each defendant shall forfeit substitute property, up to the value described in paragraphs 25 and 26 above, if by any act or omission of a defendant, the property described in paragraphs 25 and 26 above, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

All pursuant to Title 28, United States Code, Section 2461(c), and Rule 32.2(a) of the Federal Rules of Criminal Procedure.

COUNT FIVE: Conspiracy To Commit Money Laundering

THE GRAND JURY FURTHER CHARGES:

28. From approximately November 2001, and continuing up to the date of return of this Indictment, the exact dates being unknown to the Grand Jury, in the State and Eastern District of Wisconsin, and elsewhere, the defendants,

**HAIDER BOKHARI, a/k/a “Syed Haider Ali Bokhari”;
QASIM BOKHARI, a/k/a “Syed Qasim Ali Bokhari,” and a/k/a “Kasim Bokhari”;
RAZA BOKHARI, a/k/a “Syed Raza Ali Bokhari”;
SHAHIDA BOKHARI, a/k/a “Shahda Bokhari”; and
KELLY BOKHARI, a/k/a “Kelly M. Vida”;**

did knowingly conspire among themselves and with another unnamed co-conspirator to commit money laundering offenses defined in Title 18, United States Code, Section 1956(a)(1)(B)(i), namely to conduct financial transactions affecting interstate commerce, which transactions involved the proceeds of specified unlawful activities, namely, mail fraud in violation of Title 18, United States Code, Section 1341,

- a. Knowing, while conducting and attempting to conduct such financial transactions, that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, and
- b. Knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activities.

29. The defendants did further knowingly conspire among themselves to commit money laundering offenses defined in Title 18, United States Code, Section 1956(a)(2)(B)(i), namely to transport, transmit, and transfer funds, from a place in the United States, namely Kenosha, Wisconsin, to and through a place outside the United States, namely the country of Pakistan,

- a. Knowing, while conducting and attempting to conduct such transportation, transmissions, and transfers, that the funds involved in such transportation, transmissions, and transfers represented the proceeds of some form of unlawful activity, and
- b. Knowing that such transportation, transmissions, and transfers were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341.

Background

30. Paragraphs 8 and 9 above are realleged as if set forth in full herein.
31. Defendant Raza Bokhari is the brother of defendants Haider Bokhari and Qasim Bokhari.
32. Defendant Shahida Bokhari is the mother of defendants Haider Bokhari, Qasim Bokhari, and Raza Bokhari.
33. Defendant Kelly Bokhari is the wife of defendant Haider Bokhari.

Object of the Conspiracy to Commit Money Laundering

34. The principal object of the conspiracy to commit money laundering was to transfer the proceeds of the specified unlawful activities described above in Counts Two through Four of this Indictment from the financial account into which the proceeds were originally deposited, namely account **[Redacted Text]**5147 at Johnson Bank in Kenosha, Wisconsin in the name of the consulting company and defendant Qasim Bokhari, to other accounts controlled by the defendants for the purpose of concealing and disguising the nature, location, source, ownership, and control of those criminal proceeds.

Manner and Means of the Conspiracy to Commit Money Laundering

35. Paragraphs 1 through 7, 12 through 16, 19, 21, and 23 above are realleged as if set forth in full herein.

36. As part of the money laundering conspiracy, from at least as early as November 2001, defendants established multiple financial accounts to receive and distribute the monies received for the purpose of concealing and disguising the nature, location, source, ownership, and control of the proceeds of specified unlawful activities.

37. From at least as early as November 2001, and continuing up to the date of return of this Indictment, defendants conducted and attempted to conduct numerous financial transactions among their own financial accounts and among the financial accounts of each other, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of unlawful activity, which in fact involved the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment.

38. From at least as early as February 2002, defendants knowingly transported, transmitted, and transferred funds, and knowingly attempted to transport, transmit, and transfer funds, from a place in the United States, namely Kenosha, Wisconsin, to and through a place outside the United States, namely Pakistan, knowing that the funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity, and knowing that such transportation, transmissions, and transfers were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified

unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment.

All in violation of Title 18, United States Code, Section 1956(h).

COUNT SIX: Money Laundering

THE GRAND JURY FURTHER CHARGES:

39. At all times relevant to the Indictment, defendant Qasim Bokhari was the owner and president of a Virginia limited liability computer consulting company, which was operated by him and his brother, Haider Bokhari.

40. On or about May 8, 2002, in the State and Eastern District of Wisconsin, defendant, **QASIM BOKHARI, a/k/a “Syed Qasim Ali Bokhari,” and a/k/a “Kasim Bokhari,”** did knowingly conduct and attempt to conduct a financial transaction, as that term is defined in Title 18, United States Code, Section 1956(c)(3) and (4), which in fact involved the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment, when defendant Qasim Bokhari withdrew \$417,000.00 from account **[Redacted Text]**5147 at Johnson Bank in Kenosha, Wisconsin via Johnson Bank Cashier’s Check **[Redacted Text]**6738, payable to his sister-in-law, Kelly Bokhari, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activities.

41. The financial transaction described above in paragraph 40 affected interstate commerce.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

COUNT SEVEN: Money Laundering

THE GRAND JURY FURTHER CHARGES:

42. Defendant Kelly Bokhari is the wife of Haider Bokhari.

43. On or about May 9, 2002, in the State and Eastern District of Wisconsin, defendant,

KELLY BOKHARI, a/k/a “Kelly M. Vida,”

did knowingly conduct and attempt to conduct a financial transaction, as that term is defined in Title 18, United States Code, Section 1956(c)(3) and (4), which in fact involved the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment, when defendant Kelly Bokhari deposited Cashier’s Check [**Redacted Text**]6738 from Johnson Bank in Kenosha, Wisconsin, payable to defendant Kelly Bokhari in the amount of \$417,000.00, into account [**Redacted Text**]7563 at TCF National Bank in Milwaukee, Wisconsin, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activities.

44. The financial transaction described above in paragraph 43 affected interstate commerce.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

COUNT EIGHT: Money Laundering

THE GRAND JURY FURTHER CHARGES:

45. At all times relevant to the Indictment, defendant Haider Bokhari acted as an agent of a Virginia limited liability computer consulting company, which was operated by him and his brother, Qasim Bokhari.

46. On or about May 13, 2002, in the State and Eastern District of Wisconsin, defendant, **HAIDER BOKHARI, a/k/a “Syed Haider Ali Bokhari,”** did knowingly conduct and attempt to conduct a financial transaction, as that term is defined in Title 18, United States Code, Section 1956(c)(3) and (4), which in fact involved the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment, when defendant Haider Bokhari made out check #2048 in the amount of \$285,100.00, drawn on account [**Redacted Text**]7563 at TCF National Bank in Milwaukee, Wisconsin, payable to his mother, Shahida Bokhari, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activities.

47. The financial transaction described above in paragraph 46 affected interstate commerce.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

COUNT NINE: Money Laundering

THE GRAND JURY FURTHER CHARGES:

48. Defendant Shahida Bokhari is the mother of Haider Bokhari, Qasim Bokhari, and Raza Bokhari.

49. On or about August 29, 2002, in the State and Eastern District of Wisconsin, defendant,

SHAHIDA BOKHARI, a/k/a “Shahda Bokhari,”

did knowingly transport, transmit, and transfer funds, and knowingly attempted to transport, transmit, and transfer funds, from a place in the United States to and through a place outside the United States when defendant caused \$400,000.00 drawn from account [Redacted Text]7119 at Johnson Bank in Kenosha, Wisconsin to be transferred by wire to the country of Pakistan, for credit to her son, Raza Bokhari, knowing that the funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, and transfer was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activities, namely mail fraud in violation of Title 18, United States Code, Section 1341, as more fully described in Counts Two through Four of this Indictment.

50. The transportation, transmittal, and transfer of funds described above in paragraph 49 affected interstate and foreign commerce.

All in violation of Title 18, United States Code, Section 1956(a)(2)(B)(i).

FORFEITURE NOTICE

THE GRAND JURY FURTHER CHARGES:

51. The allegations contained in Counts Five through Nine of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 982.

52. Pursuant to Title 18, United States Code, Section 982(a)(1), each defendant who is convicted of the conspiracy to commit money laundering offense set forth in Count Five and each defendant who is convicted of the money laundering offenses set forth in Counts Six through Nine shall forfeit to the United States the following property:

- a. All right, title, and interest in any and all property involved in the conspiracy to violate Title 18, United States Code, Section 1956; all right, title, and interest in any and all property involved in the violations of Title 18, United States Code, Section 1956; and all property traceable to such property, including the following: (i) all money and other property that was the subject of each transaction, transportation, transmission, or transfer in violation of Section 1956; (ii) all property constituting proceeds obtained as a result of those violations; and (iii) all property used in any manner or part to commit or to facilitate the commission of those violation, including but not limited to \$1,288,742.76.
- b. A sum of money equal to the amount of money involved in the conspiracy to commit the offense. If more than one defendant is convicted of the offense,

the defendants so convicted are jointly and severally liable for the amount involved in the offense.

53. The property subject to forfeiture includes, but is not limited to, the following:
- a. Real property commonly known as **[Redacted Text]**, Kenosha, Wisconsin **[Redacted Text]**.
 - b. A 2004 Infiniti FX35 automobile, vehicle identification number JNRAS08W34X201959.
 - c. A 2001 Honda Accord automobile, vehicle identification number 1HGCF86641A086111.
 - d. A 1999 Honda Accord automobile, vehicle identification number 1HGCG5640XA112495.
 - e. Approximately \$60,000.00 in account **[Redacted Text]**0703 in Johnson Bank in Kenosha, Wisconsin.
 - f. A blue, 2001 Yamaha RI motorcycle.
 - g. Approximately \$95,000.00 in account **[Redacted Text]**7566 in Standard Chartered Bank, f/k/a ANZ Grindlays Bank, Ltd. in Karachi, Pakistan.
 - h. Approximately \$125,000.00 in account **[Redacted Text]**3402 in ABN-AMRO Bank N.V. in Karachi, Pakistan.
 - i. Approximately \$400,000.00 in account **[Redacted Text]**2400 in ABN-AMRO Bank N.V. in Karachi, Pakistan.

54. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), each defendant shall forfeit substitute property, up to the value

described in paragraphs 52 and 53 above, if by any act or omission of a defendant, the property described in paragraphs 52 and 53 above, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

All pursuant to Title 18, United States Code, Section 982(a)(1), and Rule 32.2(a) of the Federal Rules of Criminal Procedure.

Dated: 3/26/04

A TRUE BILL:

/s/
FOREPERSON

/s/
STEVEN M. BISKUPIC
United States Attorney

/s/
R. HEWITT PATE
Assistant Attorney General
Antitrust Division

/s/
James M. Griffin
Deputy Assistant Attorney General
Antitrust Division

/s/
Scott D. Hammond
Director of Criminal Enforcement
Antitrust Division

/s/
Marvin N. Price, Jr., Chief
Midwest Field Office
Antitrust Division

/s/
Jason C. Turner

/s/
Carla M. Stern

Attorneys
Antitrust Division
U.S. Department of Justice
Antitrust Division
209 S. LaSalle Street, Suite 600
Chicago, IL 60604
Telephone: 312.353.7530