

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

TERRY ALTON PARKER,
[DOB: 05/06/1955],

Defendant.

) **No. 12-05021-01-CR-SW-RED**
)
) **COUNTS ONE through SIX**
) **18 U.S.C. § 1344**
) NMT 30 Years Imprisonment
) NMT \$1,000,000 Fine
) NMT 5 Years Supervised Release
) Class B Felony
)
) **COUNTS SEVEN through SEVENTEEN**
) **18 U.S.C. § 1956(a)(1)(B)(i)**
) NMT 20 Years Imprisonment
) NMT \$500,000 Fine, or Twice the Value
) of the Property Involved
) NMT 3 Years Supervised Release
) Class C Felony
)
) **COUNTS EIGHTEEN through**
) **TWENTY**
) **18 U.S.C. § 1343**
) NMT 20 Years Imprisonment
) NMT \$250,000 Fine
) NMT 3 Years Supervised Release
) Class C Felony
)
) **COUNTS TWENTY-ONE and**
) **TWENTY-TWO**
) **18 U.S.C. § 1028A**
) Mandatory Term of 2 Years Imprisonment
) Consecutive to Other Counts of Conviction
) NMT \$250,000 Fine
) NMT 1 Year Supervised Release
) Class E Felony
)
) **COUNT TWENTY-THREE**
) **18 U.S.C. § 1512(d)(2)**
) NMT 3 Years Imprisonment
) NMT \$250,000 Fine
) NMT 1 Year Supervised Release
) Class E Felony

)

-) **FORFEITURE ALLEGATION**
-) **18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(A)**
-) **and (B), and 28 U.S.C. § 2461(c)**
-)
-) **Mandatory Special Assessment:**
\$100 Each of Counts 1-23

INDICTMENT

THE GRAND JURY CHARGES THAT:

Introduction
(All Counts)

At all times material:

1. On May 22, 2011, a tornado destroyed a large part of Joplin, Missouri, and caused significant damage to the home jointly owned by a man identified herein as “H.B.,” and his wife, which was located on West 27th Street in Joplin, in Jasper County, in the Western District of Missouri. H.B. was 84 years old, and had been battling cancer for the previous eight years. H.B.’s wife was 88 years old, and required home care and nursing assistance. H.B. did not leave his house often, and would never leave his wife unattended.

2. H.B. maintained a checking account in his and his wife’s name at Southwest Missouri Bank (“SMB”), bearing the last four digits “7405.” SMB, the principal place of business of which was at 1000 East 32nd Street, Joplin, Missouri, was a financial institution as defined in Title 18, United States Code, Section 20(1), since it was an insured depository institution under the Federal Deposit Insurance Act, Title 12, United States Code, Section 1813(c)(2).

3. PayPal, Inc. (“PayPal”), a subsidiary of eBay, Inc., was an Internet company that facilitated the purchase of goods and services by allowing payments and money transfers to be made through the Internet. PayPal had as its principal place of business San Jose, California, and its services could be utilized from throughout the United States, and internationally, by way

of the Internet. PayPal's computer servers were located in four states: California, Colorado, Nevada and Utah. The servers in two of those states, Colorado and Utah, operated in the Mountain Time Zone. A PayPal account could be funded with an electronic debit from a bank account or by a credit card. The recipient of a PayPal transfer could either request a check from PayPal, establish their own PayPal deposit account, or request a transfer to their bank account. A PayPal account was typically linked to an individual's or business's bank account. Through the PayPal web-site (www.PayPal.com), the PayPal account-holder could initiate fund transfers from the linked bank account, and could send funds to other PayPal account holders, or to other bank accounts listed in the PayPal account-holder's profile. PayPal also maintained a call center in Omaha, Nebraska. One of the functions of that call center was, when PayPal had questions regarding the specifics of an Internet transaction, to contact the account-holder by telephone.

4. The defendant, **TERRY ALTON PARKER** ("Parker"), was a resident of Nixa, Missouri, and, operating as Alliance Contracting of Nixa, LLC, was in the home repair business. In or around June 2011, Parker offered to repair H.B.'s house for a price that was to be no more than the amount H.B. was reimbursed by his insurance company for the damage. There was no written contract, and most of the money H.B. paid to Parker was disbursed based on Parker's verbal requests for additional funds.

5. Between approximately June 13, 2011 and February 2, 2012, H.B. disbursed a total of approximately \$80,300 to Parker for his services. H.B.'s insurance company reimbursed him a total of approximately \$90,367.12 for repair of the damage to his and his wife's home, and an additional amount of approximately \$12,429.12 for personal property losses.

The Scheme to Defraud

6. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud H.B. and SMB, and to obtain moneys, funds and other property owned by, and under the custody and control of H.B. and of SMB by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in the following paragraphs.

7. Parker was at H.B.'s home on a regular basis from approximately June 2011 through February 2012. Parker befriended H.B., and soon began using H.B.'s downstairs office area as his own office. Parker told H.B. he was involved in other projects, including work at the Downstream Casino, in Oklahoma.

8. In or around late November 2011, Parker persuaded H.B., who did not own a computer, that he needed to get Internet access at his home, so that Parker could order supplies online and conduct other business via the Internet. H.B. agreed to pay for the service. Parker filled out a Cable One account application for H.B., and H.B. signed it. From H.B.'s home, Parker accessed the Internet by way of a laptop computer.

9. Sometime in or around November 2011, without H.B.'s knowledge or permission, Parker took from H.B.'s checkbook check number 1011, drawn on H.B.'s SMB checking account ending in 7405. On or before November 22, 2011, some person or persons, in an imitation of H.B.'s handwriting, entered "11-22-11" as the date, "Alliance Contracting" as the payee, wrote the number "38,640.00" and words "Thirty-Eight Thousand Six Hundred Forty and no/100" as the amount, and wrote "draw" on the memo line, and forged H.B.'s signature. On or about November 22, 2011, at Community Bank and Trust in Joplin, Parker deposited the forged check, number 1011, to the checking account held in the name of "Terry A. Parker, dba Alliance Contracting" and bearing the last four digits "2033."

10. On Wednesday, December 7, 2011 at 7:10 a.m. Central Standard Time, Parker accessed Southwest Missouri Bank's (SMB) website (www.smbonline.com) and, without H.B.'s knowledge or permission, filled out an online, NetTeller account access application for H.B.'s checking account ending in 7405. In order to obtain this account access, Parker provided the following information to SMB: H.B.'s name, home address, home telephone number, Social Security number, and the routing and account numbers for H.B.'s checking account ending in 7405. Parker's application had the effect of establishing online banking on the account. After December 7, 2011, all further online notifications made by SMB in connection with the account were sent to the e-mail account Parker had established on the "Gmail" domain (www.gmail.com) using H.B.'s name. Gmail was an electronic mail service provided by Google, Inc., which users could access by way of the Internet, or an Internet-enabled mobile telephone. (Hereinafter, this account will be referred to as the "H.B. Gmail account".) Further, after December 7, 2011, H.B.'s monthly bank statements were also delivered online, and H.B. received no further paper statements from SMB through the mail, as he had in the past.

11. On December 21, 2011, at 3:11 p.m. Central Standard Time, from H.B.'s residence, Parker accessed PayPal's website (www.PayPal.com) and, without H.B.'s knowledge or permission, created a PayPal account in H.B.'s name. (Hereinafter, this will be referred to as the "H.B. PayPal account".) To create the H.B. PayPal account, Parker provided the e-mail address of the H.B. Gmail account to PayPal, and further provided the following information: H.B.'s name, home address, and the routing and account numbers for H.B.'s checking account at SMB ending in 7405. Parker then caused H.B.'s checking account ending in 7405 to be linked to the PayPal account, so that he could access it through PayPal's website.

12. In the following three months, Parker initiated five wire transfers, totaling \$34,420, from H.B.'s SMB checking account ending in 7405 to the H.B. PayPal account. Parker

initiated the wire transfers from the H.B. PayPal account, on or about the following dates, at or near the following locations, and in the following amounts:

<u>Date</u>	<u>Location</u>	<u>Amount</u>
December 31, 2011	H.B.'s residence	\$ 670.00
January 16, 2012	H.B.'s residence	\$ 5,750.00
February 2, 2012	H.B.'s residence	\$ 8,700.00
February 15, 2012	H.B.'s residence	\$ 9,500.00
February 22, 2012	H.B.'s residence	\$ 9,800.00
Total		\$34,420.00

13. Further, Parker initiated five wire transfers, totaling \$32,525, from the H.B. PayPal account to Parker's own PayPal account (linked to the e-mail address taprose@gmail.com). Parker initiated the wire transfers from the H.B. PayPal account on or about the following dates, from at or near the following locations, and in the following amounts:

<u>Date</u>	<u>Location</u>	<u>Amount</u>
December 31, 2011	H.B.'s residence	\$ 670.00
January 23, 2012	H.B.'s residence	\$ 4,450.00
February 10, 2012	H.B.'s residence	\$ 8,750.00
February 23, 2012	Downstream Casino, OK	\$ 9,000.00
February 28, 2012	via AT&T WiFi Services	\$ 9,675.00
Total		\$32,525.00

14. On or about January 30, 2012, Parker initiated a telephone call from in or near Southwest Missouri to the PayPal call center located in Omaha, Nebraska. In the conversation, which was recorded by PayPal, Parker falsely and fraudulently identified himself as H.B., and stated that he was returning a telephone call from someone at that number, which he noticed on his mobile telephone's caller ID.

15. On or about February 22, 2012, a PayPal employee located in Omaha, Nebraska initiated a telephone call to H.B.'s residence. In this call, which was recorded by PayPal, when H.B. answered the telephone the PayPal employee asked if he was speaking with H.B. H.B. answered in the affirmative, and the PayPal employee then explained he was calling to verify recent activity on the H.B. Paypal account. Not understanding the question, H.B. asked what the call was about, and when the PayPal employee again explained that he was calling to verify recent online activity, H.B. asked the PayPal employee to wait a moment. Shortly thereafter, Parker came on the telephone, and falsely and fraudulently identified himself as H.B. The PayPal employee then asked Parker to verify that he was H.B. by providing the e-mail address linked to the H.B. PayPal account. In response, Parker provided the address for the H.B. Gmail account. The PayPal employee then asked Parker to verify that he was attempting to add funds from H.B.'s bank account to the H.B. PayPal account, and the amount of funds. Parker stated that he was adding funds from the bank account to the PayPal account, in the amount of \$9,800. The PayPal employee then asked Parker to verify the cell phone number listed on the account was correct, and Parker confirmed that it was. The PayPal employee then asked what he planned to use the funds for, and Parker stated that he was attempting to purchase a truck on eBay.

16. Of the \$32,525 Parker transferred from the H.B. PayPal account to Parker's own PayPal account (linded to the e-mail address taprose@gmail.com), Parker used \$434.28 for purchases on the eBay website (www.ebay.com) and transferred \$10,500 to the PayPal account of his brother, identified herein as "K.P." From his PayPal account, Parker transferred the remaining \$20,167.32 to his Community Bank & Trust Account ending in 2033, held in the name "Terry A. Parker, dba Alliance Contracting," on or about the following dates, at or near the following locations, and in the following amounts, leaving his PayPal account with a zero balance:

<u>Date</u>	<u>Location</u>	<u>Amount</u>
January 25, 2012	Downstream Casino, OK	\$ 500.00
January 31, 2012	via AT&T WiFi Services	\$2,850.00
February 14, 2012	H.B.'s residence	\$2,400.00
February 23, 2012	Downstream Casino, OK	\$5,600.00
February 27, 2012	via AT&T WiFi Services	\$8,000.00
March 2, 2012	Parker's home in Nixa	\$ 817.32

17. In or around January 2012, Parker asked H.B. to sign an invoice, claiming he needed it for tax purposes. The invoice was dated November 22, 2011, and was for \$38,640, matching the amount of the check which Parker had stolen and forged. H.B. signed the invoice, since he had already paid Parker more than \$70,000 by that point in time, and did not then know about the stolen and forged check, or the unauthorized Internet transfers of funds from his account.

Property Traceable to Stolen Funds

18. Parker stole a total of approximately \$73,060 from H.B, which he used for the following purposes:

- A. Parker deposited the \$38,640.00 check to to his Community Bank & Trust Account ending in 2033, held in the name "Terry A. Parker, dba Alliance Contracting";
- B. From his PayPal account, Parker electronically transferred \$20,167.32 to his Community Bank & Trust account ending in 2033, held in the name "Terry A. Parker, dba Alliance Contracting";
- C. From his PayPal account Parker transferred \$10,500 to the PayPal account of his brother, K.P.;
- D. From his Community Bank & Trust account ending in 2033, Parker transferred a total of \$15,560 to a business account at Great Southern Bank, held by "Alliance Contracting of Nixa, LLC";

- E. From the Community Bank & Trust account ending in 2033, Parker withdrew a total of \$31,460 in cash;
- F. Parker purchased the following items on eBay:
 - (1) Pawn sterling silver turquoise cluster pin/pendant;
 - (2) Vintage 950 sterling silver Jerusalem crusader cross with red gemstone;
 - (3) Sterling silver cross Jerusalem Jordan necklace pin brooch with purple stone;
 - (4) Vintage, 950 sterling silver Jerusalem cross, 17 grams;
 - (5) Jerusalem silver cross pendant;
 - (6) 995 silver Jerusalem brooch vintage red stone pin;
 - (7) Pawn sterling silver turquoise cluster pin;
 - (8) Vintage sterling silver Jerusalem cross with blue stone and 20" chain 16.4 grams;
 - (9) Dolce & Gabbana - vintage sterling silver pendant or charm - enamel cross;
 - (10) Vintage Jerusalem 900 silver gem stone crusader cross pendant Jordan;
 - (11) Pawn sterling silver cuff bracelet with 26 turquoises stones and detailed design;
 - (12) 15.30 ct. blood red ruby cushion loose gemstone;
 - (13) Authentic signed Swarovski bracelet;
 - (14) Fashion Swarovski stud earring;
 - (15) Swarovski rose pink love heart pendant leather necklace;
 - (16) Brown, genuine mink fur wrap/stole/cape;
 - (17) Eight Gucci sterling silver dog tags;
 - (18) Judith Ripka sterling silver 18k gold pink sapphire with diamonds pendant;

- (19) Hallmarked silver star dog tag necklace tag reads "Gucci made in Italy"; and
- (20) Gucci lady's special edition 2005 ya104514 stainless steel watch with diamonds.

Witness Tampering and Obstruction of Justice

19. In or around November 2011, Parker attempted to intimidate one of H.B.'s caregivers, identified herein as L.S., who had expressed concern regarding Parker's taking advantage of H.B. In response, Parker stated to L.S. that she should be careful how she treated him (Parker), because one day H.B.'s house would belong to him.

20. On or about February 27, 2012, H.B. visited Southwest Missouri Bank to ask why he was no longer receiving paper bank statements. H.B. learned that someone had discontinued his receipt of paper bank statements online, and had electronically transferred \$34,420.00 out of his account. H.B. also discovered that someone had stolen and forged check #1011, in the amount of \$38,640. Immediately following H.B.'s report of the thefts to bank officials and filing of a police report, Parker filed a complaint with the Missouri Department of Health and Senior Services, which he then knew to be false, alleging that H.B. had abused his wife by striking her and failing to give her proper medication as prescribed by her physician.

21. On or about February 27, 2012, Parker confronted H.B.'s daughter, and falsely stated to her that H.B. owed him money. As proof of the alleged debt, Parker threw a copy of the fraudulent \$38,640 invoice at her.

COUNT ONE
(Bank Fraud)

22. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

23. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud Southwest Missouri Bank, and to obtain moneys, funds and other property owned by, and under the custody and control of Southwest Missouri Bank by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in paragraphs six through eighteen (6-18) above.

24. On or about November 22, 2011, in Joplin, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, executed and attempted to execute the scheme described above, by presenting, uttering and negotiating check number 1011, drawn on the account at Southwest Missouri Bank belonging to H.B. ending in 7405, made payable to Alliance Contracting, in the amount of \$38,640.00, and bearing H.B.'s forged signature; in violation of Title 18, United States Code, Sections 1344 and 2.

COUNTS TWO THROUGH SIX
(Bank Fraud)

25. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

26. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud Southwest Missouri Bank, and to obtain moneys, funds and other property owned by, and under the custody and control of Southwest Missouri Bank by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in paragraphs six through eighteen (6-18) above.

27. As to each Count set forth below, on or about the date set forth below, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**,

executed and attempted to execute the scheme described in paragraphs six through eighteen (6-18) above, by accessing the PayPal account he had established using H.B.'s stolen personal information, and causing funds to be transferred from H.B.'s checking account held at Southwest Missouri Bank ending in 7405, in the amounts set forth below.

<u>Count</u>	<u>Date</u>	<u>Amount</u>
2	December 31, 2011	\$ 670.00
3	January 16, 2012	\$5,750.00
4	February 2, 2012	\$8,700.00
5	February 15, 2012	\$9,500.00
6	February 22, 2012	\$9,800.00

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

COUNTS SEVEN THROUGH TWELVE
(Money Laundering)

28. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

29. As to each Count set forth below, on or about the date set forth below, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, conducted and attempt to conduct financial transactions affecting interstate and foreign commerce (specifically, by accessing the PayPal account he had established using H.B.'s stolen personal information, and causing funds to be transferred in the amount set forth below from the H.B. PayPal account to the defendant's own PayPal account, linked to the electronic mail address taprose@gmail.com), which involved the proceeds of a specified unlawful activity (that is, Bank Fraud and Wire Fraud in violation of Title 18, United States Code, Sections 1344 and 1343), knowing that the transactions were designed in whole and in part to conceal and disguise the nature and source of the proceeds of said specified unlawful activity, and that while

conducting and attempting to conduct such financial transactions, the defendant knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

<u>Count</u>	<u>Date</u>	<u>Amount</u>
7	December 31, 2011	\$ 670.00
8	January 23, 2012	\$4,450.00
9	February 10, 2012	\$8,750.00
10	February 23, 2012	\$9,000.00
11	February 28, 2012	\$9,675.00

All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

COUNTS THIRTEEN THROUGH FIFTEEN
(Money Laundering)

30. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

31. As to each Count set forth below, on or about the date set forth below, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, conducted and attempt to conduct financial transactions affecting interstate and foreign commerce (specifically, by accessing his PayPal account, linked to the electronic mail address taprose@gmail.com, and causing funds to be transferred in the amount set forth below from the PayPal account to the defendant's checking account, held at Community Bank and Trust, ending in 2033), which involved the proceeds of a specified unlawful activity (that is, Bank Fraud and Wire Fraud in violation of Title 18, United States Code, Sections 1344 and 1343), knowing that the transactions were designed in whole and in part to conceal and disguise the nature and source of the proceeds of said specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, the defendant knew that the property

involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

<u>Count</u>	<u>Date</u>	<u>Amount</u>
12	January 25, 2012	\$ 500.00
13	January 31, 2012	\$2,850.00
14	February 14, 2012	\$2,400.00
15	February 23, 2012	\$5,600.00
16	February 27, 2012	\$8,000.00
17	March 2, 2012	\$ 817.32

All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

COUNT EIGHTEEN
(Wire Fraud)

32. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

33. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud H.B. and Southwest Missouri Bank, and to obtain moneys, funds and other property owned by, and under the custody and control of H.B. and of Southwest Missouri Bank by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in paragraphs six through eighteen (6-18) above.

34. On or about December 21, 2011, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce signals and sounds, specifically, from at or near Joplin, Missouri, he accessed the PayPal Internet servers, located in

Utah or Colorado, and created a PayPal account in H.B.'s name; in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT NINETEEN
(Wire Fraud)

35. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

36. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud H.B. and Southwest Missouri Bank, and to obtain moneys, funds and other property owned by, and under the custody and control of H.B. and of Southwest Missouri Bank by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in paragraphs six through eighteen (6-18) above.

37. On or about January 30, 2012, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce signals and sounds, specifically, a telephone conversation between the defendant, located in or near Southwest Missouri and PayPal, Inc., located in or near Omaha, Nebraska; in violation of Title 18, United States Code, Section 1343.

COUNT TWENTY
(Wire Fraud)

38. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

39. Between at least as early as November, 2011 and continuing until on or about March 2, 2012, the defendant, **TERRY ALTON PARKER**, devised and executed a scheme to defraud H.B. and Southwest Missouri Bank, and to obtain moneys, funds and other property owned by, and under the custody and control of H.B. and of Southwest Missouri Bank by means of false and fraudulent pretenses, representations and promises, as is more particularly set forth in paragraphs six through eighteen (6-18) above.

40. On or about February 22, 2012, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce signals and sounds, specifically, a telephone call between the defendant, located in or near Joplin, Missouri, and PayPal, Inc., located in or near Omaha, Nebraska; in violation of Title 18, United States Code, Section 1343.

COUNT TWENTY-ONE
(Aggravated Identity Theft)

41. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

42. Between approximately December 7, 2011 and February 22, 2012, in or near Joplin, Missouri, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, knowingly possessed and used, without lawful authority, a means of identification of another person, during and in relation to the offense Bank Fraud, in violation of Title 18, United States Code, Section 1344, as charged in Counts One through Six (1-6) of this Indictment, that is, Parker provided H.B.'s personally identifying information to Southwest

Missouri Bank, including H.B.'s name, home address, home telephone number, and Social Security number; in violation of Title 18, United States Code, Sections 1028A(a)(1).

COUNT TWENTY-TWO
(Aggravated Identity Theft)

43. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

44. Between approximately December 7, 2011 and February 27, 2012, in or near Joplin, Missouri, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, knowingly possessed and used, without lawful authority, a means of identification of another person, during and in relation to the offense of Wire Fraud, in violation of Title 18, United States Code, Section 1343, as charged in Counts Eighteen through Twenty (18-20) of this Indictment, that is, Parker provided H.B.'s personally identifying information to PayPal, including H.B.'s name, home address, and the routing and account numbers for H.B.'s account at Southwest Missouri Bank ending in 7405; in violation of Title 18, United States Code, Sections 1028A(a)(1).

COUNT TWENTY-THREE
(Tampering With Witness or Victim)

45. The allegations of paragraphs one through twenty-one (1-21) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

46. On or about February 27, 2012, in or near Joplin, Missouri, in the Western District of Missouri and elsewhere, the defendant, **TERRY ALTON PARKER**, intentionally harassed another person, H.B., and thereby hindered, delayed, and dissuaded, and attempted to hinder, delay and dissuade H.B. from reporting to a law enforcement officer the commission and possible commission of Federal offenses, namely, Bank Fraud, Wire Fraud, Money Laundering,

and Aggravated Identity Theft; in violation of Title 18, United States Code, Sections 1512(d)(2) and 2.

FORFEITURE ALLEGATION

(18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(A) and (B), and 28 U.S.C. § 2461(c))

47. The allegations in paragraphs one through forty-four (1-44) of this Indictment are hereby re-alleged and incorporated by reference as if set forth fully herein.

48. Upon conviction of one or more of the offenses alleged in Counts One through Twenty-Two (1-22) Indictment, the defendant, **TERRY ALTON PARKER**, shall forfeit to the United States pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(A) and (B), and 28 U.S.C. § 2461(c) any property, real or personal, constituting or derived from proceeds obtained directly or indirectly from the commission of the offenses alleged in Counts One through Twenty-Two (1-22), including but not limited to, the following:

- A. **MONEY JUDGMENT:** A sum of money equal to \$73,060.00 in United States currency, representing the gross amount of proceeds obtained as a result of the offense or offenses alleged in Counts One through Twenty-Two (1-22), above.

49. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- A. Cannot be located upon exercise of due diligence;
- B. Has been transferred or sold to, or deposited with a third party;
- C. Has been placed beyond the jurisdiction of the court;
- D. Has been substantially diminished in value; or
- E. Has been co-mingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the above property.

A TRUE BILL,

/s/
FOREPERSON

DAVID M. KETCHMARK
Acting United States Attorney

/s/ Steven M. Mohlhenrich
STEVEN M. MOHLHENRICH
Assistant United States Attorney