

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

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
BARRYLEE PAUL BEERS, a/k/a "Lee Paul Flyte"	:	VIOLATIONS: 18 U.S.C. §1343 (Wire Fraud - 14 counts)
MICKEY ALLEN WEICKSEL	:	18 U.S.C. §1344 (Bank Fraud - 3 counts) 18 U.S.C. §1956(h) (Conspiracy to Commit Money Laundering - 1 count)

SUPERSEDING INDICTMENT

COUNTS ONE THROUGH FOURTEEN

**THE GRAND JURY CHARGES THAT:**

At all times material to this indictment:

1. Defendants BARRYLEE PAUL BEERS, a/k/a "Lee Paul Flyte," and MICKEY ALLEN WEICKSEL operated a business called Paul-Allen Enterprises, also known as "PAE" or "PAE Properties."
2. PAE was in the business of acquiring and renting residential properties.
3. Property Rehabilitation Consultants ("PRC") and David Loechner Enterprises ("DLE") were companies controlled by defendants BEERS and WEICKSEL.

4. From in or about June, 1997, through in or about September, 1998, in the Eastern District of Pennsylvania and elsewhere, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

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

5. It was part of the scheme that defendants BEERS and WEICKSEL borrowed funds from mortgage lenders by providing false information about PAE and themselves, by misrepresenting the true sale price of the purchased properties, and by concealing the fact that sellers had agreed to kick back a substantial part of the sale proceeds to defendants at closing.

It was further part of the scheme that:

6. Defendants BEERS and WEICKSEL purchased numerous residential rental properties, primarily in the area of Lancaster, Pennsylvania. Although title to each of the properties was taken in the individual name of either defendant WEICKSEL or defendant BEERS, defendants treated the properties as belonging to PAE, their joint business, regardless of which defendant’s name was on the title to any particular property.

7. Defendants BEERS and WEICKSEL entered into written contracts to purchase the properties at prices substantially higher than the seller’s asking price.

8. In addition to the purchase contracts, defendants BEERS and WEICKSEL entered into secret side agreements with the sellers in which the sellers agreed to return a portion

of the contract price to defendants BEERS and WEICKSEL at closing. The secret side agreement was referred to as an “addendum.”

9. In the secret side agreements, defendants disguised the kickbacks of part of the purchase prices as payments by the sellers to PRC, defendants’ sham company, purportedly for consulting and repairs. PRC had no offices and no employees, and performed no work. It existed only as a name under which defendants could receive kickbacks at the property settlements.

10. During the later part of the scheme, the defendants changed the payee of the purported repair bills to DLE. DLE had no offices and no employees, and performed no work. It existed only as a name under which defendants could receive kickbacks at the property settlements.

11. Defendants BEERS and WEICKSEL obtained mortgage loans to purchase the properties based on the purchase price stated in the contract of sale, without disclosing the part of the purchase price that the sellers agreed to return to defendants BEERS and WEICKSEL.

12. Defendants BEERS and WEICKSEL did not provide the secret side agreements to the lenders, and did not disclose to the lenders that they were receiving large amounts of money from the sellers at closing.

13. In support of their applications for mortgage loans, defendants BEERS and WEICKSEL submitted false information to the lenders, including false loan applications, false tax returns, and false leases purporting to show that the properties being purchased were rented to tenants.

14. For each of tax years 1995 and 1996, defendants BEERS and WEICKSEL hired two different tax preparers to prepare tax returns for PAE, BEERS, and WEICKSEL. The defendants supplied one tax preparer with information indicating that PAE, BEERS, and WEICKSEL had substantial income. They supplied the other tax preparer with information indicating that they had minimal income or had incurred substantial losses. Neither tax preparer was aware of the tax returns prepared by the other tax preparer.

15. The defendants gave the mortgage lenders the tax returns that showed substantial income. The defendants filed with the Internal Revenue Service the tax returns that reported losses or minimal income.

16. Defendants BEERS and WEICKSEL caused lenders to make mortgage loans based on the false information.

17. At settlement, the defendants caused the closing documents falsely to report the kickbacks of portions of the purchase price as charges to the sellers for repairs and consultations. Defendants presented documents falsely purporting to be bills from PRC and DLE for repairs and consultations, when in fact no significant work had been done. Defendants caused the title agents to deduct the amount of the PRC and DLE payments from the proceeds due to sellers and to issue checks payable to PRC and DLE.

18. At settlement, defendants BEERS, WEICKSEL, and PAE employees acting at the direction of defendants BEERS and WEICKSEL, received the PRC and DLE checks. Defendant BEERS and PAE employees acting at the direction of defendant BEERS deposited some checks into PRC's bank account and others into PAE's bank account. Defendant BEERS later transferred the funds deposited into the PRC account into PAE's bank account.

19. Defendants received approximately \$5,145,900 from kickbacks received at property settlements.

20. Defendants BEERS and WEICKSEL used at least \$3,800,000 of the kickbacks to make down payments on the acquisition of additional properties. Defendants also used kickback funds for personal expenditures, including renovations to, and decorating and furnishing of, their personal residence.

21. Defendants BEERS and WEICKSEL performed no substantial rehabilitation on the properties purchased by them, with the exception of minor improvements.

22. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, for the purpose of executing the scheme described above, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

<u>COUNT</u>	<u>DATE</u>	<u>SENDER</u>	<u>RECIPIENT</u>	<u>NATURE OF COMMUNICATION</u>
1	10/03/97	Texas Commerce Bank (now known as Chase Bank), Houston, TX (sender Fieldstone Mortgage Co.)	Fulton Bank, Lancaster, PA, account of Orion Abstract	Wire transfer of \$60,840.59 for closing of 417 Hamilton St., Lancaster, PA

2	11/07/97	Fleet Bank, New York (sender Delta Funding Corp.)	Fulton Bank, Lancaster, PA, account of Orion Abstract	Wire transfer of \$53,479.00 for closing of 239 S. Ann St., Lancaster, PA
3	11/07/97	Fleet Bank, New York (sender Delta Funding Corp.)	Fulton Bank, Lancaster, PA, account of Orion Abstract	Wire transfer of \$62,749.00 for closing of 230 W. James St., Lancaster, PA
4	11/10/97	Fleet Bank, New York (sender Delta Funding Corp.)	Fulton Bank, Lancaster, PA, account of Orion Abstract	Wire transfer of \$68,929.00 for closing of 206 Pearl St., Lancaster, PA
5	12/23/97	Keystone Property Settlements, Inc., Willow Street, PA	Mortgage Closing Department, Fieldstone Mortgage Co., Bethesda, MD	Facsimile transmission of wiring instructions, escrow information form, and interim title binder for closing of 771 Manor St., Lancaster, PA
6	03/20/98	The Bankers Bank, Atlanta, Georgia (sender Habersham Bank)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$35,840.00 for closing of 537 Manor St., Lancaster, PA
7	4/17/98	Delaware Savings Bank (now known as Lehman Brothers Bank), Wilmington, DE	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$215,400.00 for closings of 428 E. Grant St., 430 E. Grant St., 67 S. Marshall St., and 521 E. End Ave., Lancaster, PA
8	4/20/98	Delaware Savings Bank (now known as Lehman Brothers Bank), Wilmington, DE	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$190,189.00 for closings of 546 Green St., 64 Locust St., 525 S. Plum St., and 528 Green St., Lancaster, PA

9	05/26/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$31,503.16 for closing of 455 Atlantic Ave., Lancaster, PA
10	5/26/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$29,365.21 for closing of 132 Jefferson Ave., York, PA
11	5/29/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$40,808.49 for closing of 424 Howard Ave., Lancaster, PA
12	6/4/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$51,102.40 for closing of 37 Hazel St., Lancaster, PA
13	6/4/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$38,741.18 for closing of 540 ½ Chester St., Lancaster, PA

14	6/5/98	First National Bank of Chicago (also known as First Chicago Bank, now known as Bank One), Chicago, IL (sender WMC Mortgage Co.)	Sovereign Bank, Wyomissing, PA, account of Wheatland Abstract	Wire transfer of \$44,062.91 for closing of 56 Campbell Ave., Lancaster, PA
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All in violation of Title 18, United States Code, Section 1343.



COUNT FIFTEEN

**THE GRAND JURY FURTHER CHARGES THAT:**

1. The allegations of paragraphs 1 through 3 and 5 through 21 of Counts 1 through 14 are realleged here.

2. At all times material to this indictment, Crusader Bank, FSB, (“Crusader Bank”) was a financial institution as defined in Title 18, United States Code, Section 20.

3. From in or about November, 1997, through in or about February, 1998, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

knowingly executed and attempted to execute a scheme to defraud Crusader Bank, and to obtain funds owned by and under the care, custody, and control of Crusader Bank, by means of false and fraudulent pretenses, representations and promises.

4. It was part of the scheme that defendants BEERS and WEICKSEL borrowed funds by providing false information about PAE and themselves, by misrepresenting the true sale price of the purchased properties, and by concealing the fact that sellers had agreed to kick back a substantial part of the sale proceeds to defendants at closing.

It was further part of the scheme that:

5. Defendant BEERS applied for and received six mortgage loans totaling approximately \$565,100 from Crusader Bank for the purchase of the following properties: 750 N. Pine Street, Lancaster, Pennsylvania; 521 West Frederick Street, Lancaster, Pennsylvania; 422

North Mary Street, Lancaster, Pennsylvania; 108 Coral Street, Lancaster, Pennsylvania; 6197 Main Street, East Petersburg, Pennsylvania; and 2310 Fruitville Pike, Lancaster, Pennsylvania.

6. Defendant WEICKSEL applied for and received a mortgage loan in the amount of approximately \$183,750 from Crusader Bank for the purchase of the property located at 132 Mount Hope School Road, Willow Street, Pennsylvania.

7. For the purpose of obtaining these mortgage loans, defendants BEERS and WEICKSEL submitted and caused to be submitted to Crusader Bank documents falsely purporting to be tax returns filed with the Internal Revenue Service for tax years 1995 and 1996.

8. Defendants BEERS and WEICKSEL misrepresented the purchase price of the properties by failing to disclose to Crusader Bank the existence of secret side agreements in which the sellers agreed to refund to defendants BEERS and WEICKSEL a portion of the purported purchase price in the form of a payment to "PRC," an entity controlled by defendants.

9. Defendants defaulted on the loans, causing a loss of at least \$131,858.

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

COUNT SIXTEEN

**THE GRAND JURY FURTHER CHARGES THAT:**

1. The allegations of paragraphs 1 through 3 and 5 through 21 of Counts 1 through 14 are realleged here.

2. At all times material to this indictment, Delaware Savings Bank was a financial institution as defined in Title 18, United States Code, Section 20.

3. From in or about September, 1997, through in or about April 1998, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

knowingly executed and attempted to execute a scheme to defraud Delaware Savings Bank, and to obtain funds owned by and under the care, custody, and control of Delaware Savings Bank, by means of false and fraudulent pretenses, representations and promises.

4. It was part of the scheme that defendants BEERS and WEICKSEL borrowed funds by providing false information about PAE and themselves, by misrepresenting the true sale price of the purchased properties, and by concealing the fact that sellers had agreed to kick back a substantial part of the sale proceeds to defendants at closing.

It was further part of the scheme that:

5. Defendant BEERS applied for and received four mortgage loans totaling approximately \$213,500 from Delaware Savings Bank for the purchase of the following properties: 428 East Grant Street, Lancaster, Pennsylvania; 430 East Grant Street, Lancaster,

Pennsylvania; 67 South Marshall Street, Lancaster, Pennsylvania; 521 East End Avenue, Lancaster, Pennsylvania.

6. Defendant WEICKSEL applied for and received eight mortgage loans totaling approximately \$420,950 from Delaware Savings Bank for the purchase of the following properties: 409 East Strawberry Street, Lancaster, Pennsylvania; 26 South Ann Street, Lancaster, Pennsylvania; 238 South Ann Street, Lancaster, Pennsylvania; 310 East Fulton Street, Lancaster, Pennsylvania; 546 Green Street, Lancaster, Pennsylvania; 64 Locust Street, Lancaster, Pennsylvania; 525 South Plum Street, Lancaster, Pennsylvania; 528 Green Street, Lancaster, Pennsylvania.

7. For the purpose of obtaining these mortgage loans, defendants BEERS and WEICKSEL misrepresented the purchase price of the properties by failing to disclose to Delaware Savings Bank the existence of secret side agreements in which the sellers agreed to refund to defendants BEERS and WEICKSEL a portion of the purported purchase price in the form of a payment to "PRC," an entity controlled by defendants.

8. Defendants defaulted on the loans, causing a loss of at least \$238,000. In violation of Title 18, United States Code, Section 1344.

COUNT SEVENTEEN

**THE GRAND JURY FURTHER CHARGES THAT:**

1. The allegations of paragraphs 1 through 3 and 5 through 21 of Counts 1 through 14 are realleged here.

2. At all times material to this indictment, Habersham Bank was a financial institution as defined in Title 18, United States Code, Section 20.

3. From in or about November, 1997, through in or about March, 1998, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

knowingly executed and attempted to execute a scheme to defraud Habersham Bank, and to obtain funds owned by and under the care, custody, and control of Habersham Bank, by means of false and fraudulent pretenses, representations and promises.

4. It was part of the scheme that defendants BEERS and WEICKSEL borrowed funds by providing false information about PAE and themselves, by misrepresenting the true sale price of the purchased properties, and by concealing the fact that sellers had agreed to kick back a substantial part of the sale proceeds to defendants at closing.

It was further part of the scheme that:

5. Defendant BEERS applied for and received eleven mortgage loans totaling approximately \$1,088,650 from Habersham Bank for the purchase of the following properties: 8 Roseville Road, Lancaster, Pennsylvania; 51 South Franklin Street, Lancaster, Pennsylvania; 741

Beaver Street, Lancaster, Pennsylvania; 745 Beaver Street, Lancaster, Pennsylvania; 49 South Franklin Street, Lancaster, Pennsylvania; 2595 State Street, East Petersburg, Pennsylvania; 344 West Orange Street, Lancaster, Pennsylvania; 324 East New Street, Lititz, Pennsylvania; 1345 Wabank Road, Lancaster, Pennsylvania; 911 West Poplar Street, York, Pennsylvania; 537 Manor Street, Lancaster, Pennsylvania.

6. Defendant WEICKSEL applied for and received seven mortgage loans totaling approximately \$313,500 from Habersham Bank for the purchase of the following properties: 559 Juniata Street, Lancaster, Pennsylvania; 533 Manor Street, Lancaster, Pennsylvania; 215 South Main Street, Manheim, Pennsylvania; 1405 Mayflower Street, Harrisburg, Pennsylvania; 125 North Summit Street, Harrisburg, Pennsylvania; 1722 Elm Street, Harrisburg, Pennsylvania; 1612 Liberty Street, Harrisburg, Pennsylvania.

7. It was further part of the scheme that for the purpose of obtaining these mortgage loans, defendants BEERS and WEICKSEL submitted and caused to be submitted to Habersham Bank documents falsely purporting to be tax returns PAE filed with the Internal Revenue Service for tax years 1995 and 1996.

8. It was further part of the scheme that defendants BEERS and WEICKSEL misrepresented the purchase price of the properties by failing to disclose to Habersham Bank the existence of secret side agreements in which the sellers agreed to refund to defendants BEERS and WEICKSEL a portion of the purported purchase price in the form of a payment to "PRC," an entity controlled by defendants.

9. Defendants defaulted on the loans, causing a loss of approximately \$1,229,768.

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

COUNT EIGHTEEN

**THE GRAND JURY FURTHER CHARGES THAT:**

1. The allegations of paragraphs 1 through 3 and 5 through 21 of Counts 1 through 14 are realleged here.

2. From in or about September, 1997, through in or about June, 1998, at Lancaster, in the Eastern District of Pennsylvania, defendants

**BARRYLEE PAUL BEERS,  
a/k/a “Lee Paul Flyte,”  
and  
MICKEY ALLEN WEICKSEL,**

conspired with each other and with others known and unknown to the grand jury to conduct financial transactions affecting interstate commerce, knowing that the transactions involved property representing the proceeds of some form of unlawful activity, which in fact involved the proceeds of a specified unlawful activity, that is, bank fraud and wire fraud, with the intent to promote the carrying on of the specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i).

**MANNER AND MEANS**

It was part of the conspiracy that:

3. At the real estate closing transactions, defendants BEERS and WEICKSEL, and PAE employees acting at their direction, received checks payable to PRC and DLE from the closing agent. These checks represented the amount that the seller had agreed to kick back to defendants from the purchase price stated in the sales agreements.



4. Defendant BEERS and PAE employees acting at defendants' direction deposited some of the checks into PRC's bank account and others into PAE's bank account. Defendant BEERS later transferred the funds deposited into PRC's bank account to PAE's bank account.

5. From on or about September 8, 1997, through on or about July 17, 1998, a total of approximately \$7,540,000 was deposited into PAE's bank account. Of this amount, approximately \$5,145,900 came from kickbacks received at property settlements.

6. Defendant BEERS then wrote checks on the PAE bank account for down payments on the purchase of additional properties, both in his name and in the name of defendant WEICKSEL.

7. On occasion, rather than writing a check for the down payment on a property, defendant BEERS used funds from the PAE bank account to purchase treasurer's checks, which BEERS then used as down payments for properties.

8. Through checks written on the PAE bank account and treasurer's checks purchased with funds from that account, the defendants used at least approximately \$3,800,000 from the PAE bank account to make down payments on the acquisition of additional properties.

#### **OVERT ACTS**

In furtherance of the conspiracy, defendants BARRYLEE PAUL BEERS and MICKEY ALLEN WEICKSEL, and others known and unknown to the grand jury, committed the following overt acts in the Eastern District of Pennsylvania:

1. On or about October 4, 1997, defendant WEICKSEL caused check no. 6333, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 417 Hamilton St., Lancaster, PA.
2. On or about October 10, 1997, defendant WEICKSEL caused check no. 6379, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 409 E. Strawberry St., Lancaster, PA.
3. On or about October 22, 1997, defendant WEICKSEL caused check no. 6447, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 532 Dauphin St., Lancaster, PA.
4. On or about November 7, 1997, defendant BEERS caused check no. 6556, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 239 S. Ann St., Lancaster, PA.
5. On or about December 1, 1997, defendant BEERS caused check no. 6620, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 422 N. Mary St., Lancaster, PA.
6. On or about January 9, 1998, defendant BEERS caused check no. 6695, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 1022 N. Lime St., Lancaster, PA.
7. On or about January 30, 1998, defendant BEERS caused check no. 6742, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 207 S. Ann St., Lancaster, PA.

8. On or about January 30, 1998, defendant BEERS caused check no. 6746, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 2310 Fruitville Pike, Lancaster, PA.

9. On or about February 4, 1998, defendant BEERS caused check no. 6755, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 741 Beaver St., Lancaster, PA.

10. On or about February 4, 1998, defendant BEERS caused check no. 6756, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 8 Roseville Road, Lancaster, PA.

11. On or about February 9, 1998, defendant BEERS caused check no. 6784, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 745 Beaver St., Lancaster, PA.

12. On or about February 13, 1998, defendant WEICKSEL caused check no. 6807, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 533 Manor St., Lancaster, PA.

13. On or about February 19, 1998, defendant WEICKSEL caused check no. 6821, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 132 Mt. Hope School Road, Willow Street, PA.

14. On or about March 2, 1998, defendant BEERS caused check no. 6846, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 2595 State St., East Petersburg, PA.

15. On or about April 17, 1998, defendant BEERS caused check no. 6917, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 521 E. End Ave., Lancaster, PA.

16. On or about April 20, 1998, defendant WEICKSEL caused check no. 6935, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 64 Locust St., Lancaster, PA.

17. On or about May 26, 1998, defendant WEICKSEL caused check no. 7018, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 455 Atlantic Ave., Lancaster, PA.

18. On or about May 29, 1998, defendant BEERS caused check no. 7028, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 424 Howard Ave., Lancaster, PA.

19. On or about June 4, 1998, defendant WEICKSEL caused check no. 7041, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 540 ½ Chester St., Lancaster, PA.

20. On or about June 4, 1998, defendant BEERS caused check no. 7042, drawn on the bank account of PAE, to be used as a down payment on the acquisition of 37 Hazel St., Lancaster, PA.

21. On or about December 26, 1997, defendant BEERS caused York Federal Treasurer's Check no. 440233, payable to Keystone Settlements in the amount of \$23,000.00, to be used as a down payment on the purchase of 771 Manor St., Lancaster, PA.

22. On or about December 30, 1997, defendant BEERS caused York Federal Treasurer's Check no. 440252, payable to Keystone Settlements in the amount of \$44,233.30, to be used as a down payment on the purchase of 6197 Main St., East Petersburg, PA.

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

A TRUE BILL:

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FOREPERSON

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PATRICK L. MEEHAN  
*United States Attorney*