

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

UNITED STATES OF AMERICA

UNDER SEAL

v.

CRIMINAL COMPLAINT

**CHARLES G. MARTIN and
JOHN E. WALSH**

CASE NUMBER:

I, Special Agent Brent Potter of the Federal Bureau of Investigation, the undersigned complainant being duly sworn, state the following is true and correct to the best of my knowledge and belief. From on or about April 1, 2006 and continuing to on or about December 13, 2007, in the Northern District of Illinois, Eastern Division, and elsewhere, defendants,

devised, intended to devise and participated in a scheme to defraud, and to obtain money and property, by means of materially false and fraudulent pretenses, representations and promises, which scheme is further described in the attached affidavit, and for the purpose of executing the scheme, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce from North Carolina to Illinois, certain signs, sounds and signals, resulting in a bank wire transfer of funds from North Carolina to Illinois on or about March 16, 2007;

In violation of Title 18, United States Code, Section 1343.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

See Attached Affidavit

Continued on the attached sheet and made a part hereof: Yes No

Signature of Complainant : _____
BRENT POTTER, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

January 6, 2009
Date

at Chicago, Illinois
City and State

MORTON DENLOW, U.S. Magistrate Judge
Name & Title of Judicial Officer

Signature of Judicial Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

A F F I D A V I T

I, Brent Potter, first being duly sworn under oath, hereby depose and state as follows:

Introduction

1. I am a Special Agent of the Federal Bureau of Investigation (“FBI”) assigned to the Chicago Field Division. I have been employed by the FBI as a Special Agent for approximately 12 years. At this time, I am assigned to an FBI squad dedicated to the investigation of federal wire and mail fraud offenses, as well as related financial crimes. I am the FBI agent responsible for the investigation of One World Capital Group, LLC (“One World”) and its principals, John Edward Walsh (“Walsh”) and Charles G. Martin f/k/a Charles Martinez (“Martin”).

2. The information that is contained within this affidavit is based on personal knowledge that I have derived from *inter alia*: (1) my participation in the investigation of One World and its principals; (2) discussions that I have had with other law enforcement officers involved in this investigation; (3) information obtained from the Commodity Futures Trading Commission (“CFTC”) and the National Futures Association (“NFA”); (4) documents generated in civil legal proceedings initiated against One World; (5) interviews of former One World employees and customers and other individuals previously associated with Martin and Walsh; and (6) a review of financial, accounting, sales, and banking records.

3. As explained in this affidavit, from no later than April 2006 through December 2007, Martin and Walsh engaged in a scheme to obtain, misappropriate and convert One World customer margin funds earmarked for over the counter foreign currency (“forex”) trades for their own use and benefit. Martin and Walsh attempted to conceal this misappropriation from One World’s customers

as well as government and industry regulators by means of material false and fraudulent representations, and, in furtherance of that scheme, caused to be transmitted by means of wire communication in interstate and international commerce certain signs, sounds and signals in violation of Title 18, United States Code, Section 1343.

4. This affidavit is submitted for the limited purpose of establishing probable cause to support: (A) a criminal complaint charging Walsh and Martin with violating Title 18, United States Code, Section 1343; (B) applications for the issuance of warrants to search Martin and Walsh's respective residences as well as safety deposit boxes maintained by Martin at Citibank and U.S. Bank and a safety deposit box maintained by Walsh at Northern Trust Company for evidence of violations of Title 18, United States Code, Section 1343; and (C) applications for the issuance of warrants to seize and preserve for forfeiture certain property which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Section 1343, including the items identified in Section A of Attachment C hereto and Section A of Attachment D hereto, as well as funds maintained within certain bank and investment accounts identified herein. Because this affidavit is submitted only for these limited purposes, it does not set forth each and every fact that I know about this investigation.

Background

5. According to information obtained from various sources to include the CFTC and NFA legal filings, One World was a New York limited liability corporation formed on or about August 31, 2005. Until it effectively ceased its operations in or about December 2007, One World acted as a futures commission merchant ("FCM") registered with the CFTC and a forex dealer

member (“FDM”) of the NFA.¹ One World maintained offices in New York and Winnetka, Illinois. The company’s principal place of business was located at 818 Elm Street in Winnetka, Illinois.

6. The CFTC is an independent federal regulatory agency that is charged with administering and enforcing the Commodity Exchange Act, as amended, 7 U.S.C. §§ 1, *et seq.* (2002), and the regulations promulgated thereunder, 17 C.F.R. §§ 1.1, *et seq.* (2007).

7. The NFA is a registered futures association pursuant to the Commodities Exchange Act. *See* 7 U.S.C. § 21. The NFA acts as an industry-wide, independent, self-regulatory organization for the United States futures industry. *See* NFA § 1001.1, *et seq.* Its mission is to develop rules, programs and services that safeguard futures market integrity and protect investors. *See* NFA § 1001.2. The NFA may conduct audits of registered members to ensure compliance with its rules and regulations. *Id.*

8. According to CFTC and NFA legal filings and regulators with whom investigating agents have spoken, at times relevant to the government’s investigation, Walsh was the president and a primary manager of One World. According to NFA records, Walsh was registered with the NFA as a One World principal and associated person. In a January 10, 2008 CFTC deposition, Walsh acknowledged he was responsible for the preparation of generating One World management reports. Moreover, bank signature cards show that Walsh, along with Martin, was authorized to sign

¹ A FCM is defined in Title 7, United States Code, Section 1a(12) as an individual, association, partnership, corporation, or trust that: (I) is engaged in soliciting or accepting orders for the purchase or sale of any commodity for future delivery on or subject to the rules of any contract market; and (ii) in or in connection with such solicitation or acceptance of orders, accepts any money, securities, or property (or extends credit in lieu thereof) to margin, guarantee, or secure any trades or contracts. 7 U.S.C. § 1a(12). FDM members are defined by NFA Bylaw 306(a) as FCMs that are the counterparty or that offer to be the counterparty to forex transactions.

on various One World bank accounts.

9. According to NFA records, Martin applied for registration to act as a FDM “associated person” with the NFA in or about February 2002. Martin, however, was denied registration by the NFA because he had a prior felony drug conviction and a misdemeanor theft conviction. Martin was therefore prohibited from acting as a principal or associated person of an NFA member such as One World. Nevertheless, as explained in greater detail *infra*, Martin acted as a One World principal.

10. According to CFTC and NFA legal filings, and as confirmed by One World promotional material, during its operation, One World acted as a FDM in that it accepted retail customer funds for the purpose of acting as a counterparty or offering to act as a counterparty to over the counter forex transactions with domestic and foreign retail customers. Forex transactions are general typified by the purchase or sale of one national currency relative to another national currency with the goal of earning a speculative profit based upon the change in value of the two national currencies over a period of time. When a FDM acts as a counterparty to its clients’ forex transactions, it makes money on those clients’ losing positions, as well as in the “bid/ask spread” markup charged for their trades. FDMs generally require that their clients deposit funds in the form of margin in an account maintained by the FDM. These margin funds are frequently referred to as a “performance bond.” Clients’ margin accounts are credited or debited by the FDM according to changes in the value of their forex trade positions. Although FDMs require their clients to post margin funds to place forex trades, those funds remain the property of the client. *See* 17 C.F.R. §1.3(gg)(1) (defining FCM “customer funds” to include customer margin).

11. One World employees and customers who have been interviewed by investigating

agents have explained that during the 2007 time frame, customers conducted forex trades with One World via the "Metatrader 4" trading platform, which One World leased under a licensing agreement from a company named Moneytec. A Moneytec representative has confirmed to investigating agents that One World was an authorized Metatrader 4 licensee. According to that Moneytec representative, the Metatrader 4 trading platform effectively created an online brokerage service whereby One World's customers could analyze currency quotes, make trades and develop trading strategies. The program maintained records of One World's forex customer activity. In particular, Metatrader 4 recorded the varying value of One World's customers' margin accounts. Moreover, at a customer's request, the program would generate account statements reflecting the equity value of the customer's account, *i.e.*, the amount of money in the customer's One World forex trading account.

12. As previously noted, One World was registered with the CFTC as a FCM and the NFA as a FDM. One World and its principals were required by federal law to adhere to the Commodity Exchange Act and the rules and regulations promulgated thereunder. Similarly, One World and its principals were required to adhere to NFA rules and regulations. Those CFTC and NFA rules required, *inter alia*, that FDM associated persons register with the NFA. In addition, since July 31, 2006, all FCMs acting as FDMs have been required by CFTC and NFA regulations to maintain an adjusted net capital of \$1,000,000. *See* 17 C.F.R. § 1.17(a)(1)(C); Section 11 of the NFA's Financial Requirements.² Finally, federal law prohibited individuals registered or required to be registered as associated persons of a FCM from converting customers' margin accounts. *See*

² Adjusted net capital is the amount of regulatory-required capital available to meet an FCM's minimum net capital requirement. The classification of assets and liabilities used in arriving at an adjusted net capital calculation are set forth in 7 C.F.R. § 1.17.

7 U.S.C. § 13(1).

Martin's Role at One World

13. In June of 2007, the NFA's Business Conduct Committee initiated a formal NFA action against One World and Walsh. In its written complaint, the NFA alleged that One World had, *inter alia*, failed to maintain its books and records properly, had not maintained the requisite minimum adjusted net capital, failed to provide accurate financial statements to regulatory authorities, and used misleading promotional material. The NFA further alleged that One World had misled NFA auditors concerning Martin's association with One World. In particular, the NFA claimed One World sought to conceal and misrepresent Martin's association with the company. As explained *infra*, the evidence obtained pursuant to the government's investigation establishes that Martin was, in fact, acting as an undisclosed One World principal. In fact, Martin was a *de facto* One World corporate officer.

14. Former One World customers have claimed that Martin presented himself as a One World officer. For example, a forex trading investment advisor hereinafter referred to as "Customer A" claimed he had monthly meetings with both Martin and Walsh in late 2005 during which Martin and Walsh represented Martin to be a One World principal. An individual hereinafter referred to as "Customer B," who was a partner of an investment club hereinafter referred to as "Investment Group A," has told investigating agents that based on their conversations in October 2006, he thought Martin was One World's owner and president.

15. Former One World employees have further confirmed that prior to the NFA's spring 2007 audit, Martin acted as an undisclosed One World principal. A manager in One World's New York office, hereinafter referred to as "Employee A," has explained that Martin, rather than Walsh,

was principally responsible for One World's day-to-day forex operations. According to Employee A, Walsh was One World's president "on paper," but that Walsh held that position only because Martin had been denied FCM registration. Another One World employee, hereinafter referred to as "Employee B," has described Martin as the individual who "pull[ed] the strings" at One World. Yet another One World employee, hereinafter referred to as "Employee C," described Walsh as a mere "functionary" for Martin. A former One World employee, hereinafter referred to as "Employee D," has stated that Martin was effectively in charge of One World's overall operations, while Walsh functioned as a business office manager. Employee D has told investigating agents that Walsh deferred all significant business decisions and client matters to Martin. Walsh told Employee D that Martin was the individual actually responsible for founding One World.

16. Despite his relationship with One World, evidence obtained in the government's investigation suggests that Martin and Walsh tried to conceal Martin's association with One World from the NFA. For example, Martin and Walsh ordered a One World employee, hereinafter referred to as "Employee E," not to disclose Martin's relationship with One World to questioning NFA auditors. Instead, they told Employee E that if the NFA asked, she should falsely claim that Martin only served as an introducing broker for certain One World customers.

17. According to numerous former One World employees with whom agents have spoken, prior to the initiation of the NFA's spring 2007 audit, Martin worked openly in One World's Winnetka office. The audit, however, forced Martin to physically remove himself from One World's offices. Accordingly, Martin obtained new office space located on Lincoln Avenue in Winnetka,

Illinois for himself and his personal assistant, who is hereinafter referred to as “Individual A.”³ However, according to Individual A and certain One World employees with whom investigating agents have spoken, including Employee E, Martin would still visit One World’s offices in the early morning, before the NFA’s auditors arrived.

18. According to a November 14, 2007 published NFA Decision, the NFA and One World settled the NFA’s One World action. Although One World did not admit to trying to mislead the NFA regarding Martin’s relationship with the company, One World agreed to bar Martin from any future dealings with the company whatsoever.

One World’s Collapse

19. The NFA’s audit precipitated an increase in One World customer redemption requests. Certain One World customers have told investigating agents that as a result of the NFA audit, their investment advisor recommended that they withdraw funds from One World. One World, however, did not have the money to honor those requests because, as explained herein, Martin and Walsh had spent One World’s customer margin funds.

20. The CFTC and NFA regulators have told investigating agents that their agencies began receiving One World customer complaints in the fall of 2007, reporting that One World was not honoring account withdrawal requests. The CFTC and NFA continued to receive numerous, additional complaints in the weeks that followed. In total, customers reported unredeemed One World account balances that, in aggregate, approached \$10 million. Based on these complaints, the NFA initiated yet another published membership responsibility action against One World on or

³ According to Individual A, Martin ran a promotional company, Prime Cut Productions, from his Lincoln Avenue office.

about November 30, 2007, and the CFTC initiated its own investigation of One World.

21. According to the NFA and CFTC, Walsh refused to cooperate with the regulators' investigation. In particular, CFTC regulators have stated that Walsh told the CFTC that he did not know and was unable to determine the amount of money that One World then owed its forex customers. Instead, Walsh provided excuses to explain his inability to obtain this information. Walsh acknowledged, however, that One World might not have the money to meet its customer obligations.

22. The CFTC filed a civil complaint against One World and Walsh in the United States District Court for the Northern District of Illinois on or about December 13, 2007. *See CFTC v. Walsh*, 07-CV-7002 (N.D.Ill. 2008) (Lefkow, J). The CFTC's action sought injunctive and equitable relief as well as civil monetary penalties (hereinafter, the "CFTC action"). The CFTC alleged, *inter alia*, that it had received numerous One World customer complaints reporting that, despite repeated requests, and false responsive assurances, One World refused to honor customers' redemption requests.

23. At the time that it filed its complaint, the CFTC also filed motions for a temporary restraining order and a preliminary injunction. The Court granted the CFTC's motion for a restraining order, which, *inter alia*, froze One World's assets and those assets under its control and ceased One World's on-going business operations by precluding the company from accepting new customer orders and closing the proprietary accounts that it held at other FCMs. On December 18, 2007, One World, Walsh and the CFTC agreed to an order extending the Court's restraining order. Then, on February 7, 2008, the parties agreed to a consent order implementing a preliminary injunction that maintained the Court-ordered asset and trading freeze.

24. According to One World records obtained by the CFTC, at the time that the Court entered its temporary restraining order, One World controlled bank and forex trading accounts at numerous financial institutions and FCMs. Although the vast majority of One World's accounts had no actual balance, certain accounts had money. In particular, according to the CFTC, as of March 12, 2008, One World had a frozen aggregate account balance of approximately \$639,815.

The Scheme

25. Based upon information first obtained from the CFTC and NFA, federal criminal law enforcement agents began investigating One World in December 2007.

26. As summarized herein, the evidence gathered pursuant to the government's investigation indicates that from no later than April 2006 through December 2007, Martin and Walsh engaged in a scheme to obtain and then to misappropriate and convert One World customer funds earmarked for forex trading for their own use and benefit. Walsh and Martin attempted to conceal their misappropriation of funds from One World's customers, the CFTC, and the NFA. In particular, Martin and Walsh solicited new One World customers without telling them that the value of their investments with One World would be immediately diminished upon deposit due to One World's customer trading account shortfall. Moreover, Martin and Walsh allowed One World customer to obtain electronic account statements from the Metatrader 4 trading platform that identified their account balances despite knowing that One World did not have the funds to pay its customer liabilities. Martin and Walsh further caused One World to send required monthly asset and liability statements to the CFTC that falsely reported One World's finances. Finally, in the weeks preceding the CFTC's action, Walsh sent false and misleading electronic mail messages by means of interstate wire communications to One World customers in an effort to stall their account balance redemption

requests.

The Conversion

27. As further explained herein, Martin and Walsh's misappropriation of One World controlled assets rendered One World effectively insolvent. At the time of the CFTC's action, One World's customer forex margin account liabilities, as recorded by Metatrader 4 and as reported by One World's customers to the CFTC and NFA, exceeded \$10,000,000. However, bank records reveal that One World had less than \$500,000 in its customer trading accounts at or about that time.

28. Martin and Walsh used the One World customer funds they misappropriated to finance a lavish and extravagant lifestyle. As Employee B described, Martin "spent [money] like a billionaire." Credit card and bank records reveal that during the aforementioned scheme period, Martin spent almost a million dollars at elite hotels and another million dollars renting flight time on private jets. He purchased a fleet of luxury vehicles. He donated hundreds of thousands of dollars to celebrity charity events, and hired personal security guards to accompany him in public.

29. American Express statements show that Martin and Walsh converted funds controlled by One World by charging substantial personal expenses to their One World corporate American Express credit cards, which bank records show, were largely paid by One World. In particular, American Express account statements show that between March 2006 and December 2007, Martin charged over \$4.2 million to One World's American Express credit accounts. He charged over \$1,000,000 at a strip club and restaurants. He spent over \$50,000 at toy stores. He charged over \$280,000 in commercial airfare, and over \$1,000,000 on the aforementioned hotel rooms. He accumulated over \$200,000 in charges at department stores like Nordstrom, Nieman Marcus, Bloomingdales, and Bergdorf Goodman. He spent over \$100,000 at Abt Electronics and over

\$30,000 at Binny's Beverage Depot. Martin charged an additional \$280,000 on his One World American Express cards at various jewelry stores.

30. Like Martin, Walsh also used his One World American Express credit cards for personal expenses. Account statements show that from March 2006 through December 2007, Walsh charged over \$450,000 to One World, including charges at jewelry stores that, in total, exceeded \$140,000.

31. American Express account statements show that Martin and Walsh also provided One World credit cards to certain family members which they used, during the aforementioned scheme period, to incur personal charges. American Express issued a One World corporate credit card to Martin's wife, which she used to incur over \$156,000 in charges. Similarly, account statements show that American Express issued One World corporate credit cards to Walsh's sons, which they used to charge over \$40,000 to the company. According to One World employees interviewed by investigating agents, neither Mrs. Martin or Walsh's children worked for One World at the time the charges were incurred.

32. Bank records show that the majority of Martin and Walsh's American Express bills were paid by One World. The company's former bookkeeper has told investigating agents that she usually recorded Martin and Walsh's monthly credit charges on One World's books as "travel and entertainment" expenses. Bank records do show, however, that Martin paid approximately \$1.4 million of the \$4.2 million in American Express charges that he incurred with funds from a personal Citibank checking account. However, as explained *infra*, Martin funded his checking account with money derived from One World.

33. In addition to converting funds maintained by One World by charging personal

expenses to One World's American Express accounts, Martin and Walsh transferred funds from One World's customer and operating accounts to Walsh's personal checking account at Citibank (Acct. No.:XXXXXX6933; hereinafter, "Walsh's Citibank account"). Bank records reveal that from April 2006 through November 2007, Walsh deposited approximately \$10,192,326 into his Citibank account. Of that amount, approximately \$10,019,619 originated directly from One World. Walsh, in turn, transferred approximately \$3,771,100 of the funds he received from One World to Martin's Citibank checking account (Acct. No.: XXXXXX4280; hereinafter, "Martin's Citibank account"). Walsh transferred an additional approximately \$900,000 to a Swiss bank account held in Martin's name. In particular on or about December 26, 2006, Walsh ordered that the \$900,000 be wired from his Citibank account to an account held by Martin at Swiss Post Finance, in Bern, Switzerland.⁴

34. In addition to the One World funds that he received from Walsh, bank records show that Martin obtained an additional approximately \$2,887,776 in wire transfers directly from One World. In particular, Martin received approximately \$2,437,776 from a One World Citibank account; \$200,000 from a One World HSBC USA account; \$200,000 from a One World HSBC Hong Kong account; and \$50,000 from a One World Bank of America account. Excluding money that Martin transferred from his Swiss bank holdings to his Citibank account (approximately \$2,389,830), over 97% of the funds deposited into Martin's Citibank account from April 2006 to December 2007 were obtained directly and indirectly (*i.e.*, through Walsh) from One World.

35. Citibank account records show that Martin and Walsh also used the money that they directed to their personal bank accounts from One World for personal expenditures. For example,

⁴ Martin ordered a wire transfer of an additional \$400,000 from his Citibank account to the same Swiss Post Finance account approximately four minutes after Walsh ordered the aforementioned wire.

bank and vehicle dealership records obtained by investigating agents show that from in or about October 2006 to in or about April of 2007, Martin used One World funds to purchase a number of luxury automobiles to include the following vehicles purchased for the approximate stated amounts: a 2006 Bentley Arnage (\$234,975), a 2004 Chevrolet Suburban (\$27,995), a 2007 BMW M6 Convertible (\$114,690), a 2006 Land Rover RR Sport (\$58,833), and a 2002 Ferrari Model 360 Convertible (\$187,773). Records from Martin's Citibank account further reflect that Martin used One World-derived funds to purchase over \$100,000 worth of antique / replica furniture, an additional \$100,000 on jewelry and watches, and over \$30,000 on Central Asian carpets.

36. In addition, bank records show that Martin and Walsh also spent significant amounts of One World-derived funds to finance the production of *Order of Redemption*, a motion picture for which Martin is listed on the Internet Movie Database (www.imdb.com) and in production and distribution contractual agreements as a contributing producer. (*See also* www.orderofredemptionmovie.com.) Wachovia bank records show that from April 3, 2007 through May 3, 2007, Walsh sent four wires from his and One World's Citibank accounts to a Wachovia Bank business checking account held in the name of Redemption Production, LLC (Acct. No.: XXXXXXXXXXX1900) totaling no less than \$407,000. *Order of Redemption* accounting records obtained from one of Martin's former security guards and contractual agreements obtained from one of Martin's co-producers reflect that these capital contributions were credited to Martin.

37. Martin's Citibank account records show that Martin spent at least an additional approximately \$162,455 in One World-derived funds on *Order of Redemption* between August and December of 2007. In particular, Martin wrote approximately 34 checks with an aggregate value of approximately \$118,800 to two of the movie's editors, their assistant, and a company that

provided editing equipment. Martin's Citibank account records also include a \$1,500 check made payable to an *Order of Redemption* actor, as well as documents evidencing three wires and an additional check provided to another *Order of Redemption* producer for a aggregate value of \$35,500. Finally, Martin's Citibank account records reflect an additional seven checks with an aggregate value of \$35,355 that can be tied to *Order of Redemption* from the notations on check memo lines.

Martin and Walsh's Knowledge of One World's Insolvency

38. As the evidence set forth below demonstrates, Martin and Walsh were aware that their use of One World funds exceeded corporate profits and, instead, involved the use of customer margin funds. They were also aware that their spending had effectively rendered the company insolvent. Finally, the evidence demonstrates that Martin and Walsh were aware that One World could only satisfy its existing customers' redemption requests by using newer customers' margin account funds. Nevertheless, One World continued to fraudulently solicit new forex investors at their direction.

39. As an initial matter, as set forth above, both Martin and Walsh were intimately involved in the day-to-day operations of One World.⁵ Bank signature cards show that both principals had authority to sign for certain One World Bank accounts. According to "Individual B," who was employed as a personal banker at the Citibank branch located next to One World's offices, Martin and Walsh transferred money from One World to their accounts in person. In particular, Martin and Walsh appeared together at the bank to transfer funds from One World to Walsh's

⁵ Of course, Martin's involvement in One World's operations decreased at or about the time of the NFA's audit.

Citibank account. Walsh, in turn, transferred some portion of those funds to Martin's Citibank account. Individual B further confirmed that Walsh directed that One World funds be wired to Switzerland in a personal visit.

40. In addition, investigating agents have learned that One World employees warned Walsh that the company had become insolvent. Employee E, a One World employee with responsibility for administering One World's bank accounts and paying its clients' requested forex redemptions, told investigating agents that in or about the spring of 2007, she began to warn Walsh that there was considerably less money in One World's forex customer account than the total amount then owed the company's forex clients as calculated by the Metatrader 4 trading platform program. According to Employee E, Walsh appeared unconcerned by this news. Rather, he assured her that One World was expecting additional funds in the form of new client forex deposits. Walsh said these funds would allow One World to continue to meet its clients' redemption requests.

41. An individual hereinafter referred to as "Employee F" assumed Employee E's duties after Employee E resigned from One World in the summer of 2007. Employee F has told investigating agents that she also warned Walsh on several occasions that One World's customer forex account balance was considerably less than the company's client liabilities. Walsh again appeared unconcerned, telling Employee F that more money would soon be coming into One World.

42. Employee A, who, as previously stated, was the manager of One World's New York office, has told investigating agents that between August and October of 2007, he made numerous requests of Walsh for access to One World's bank statements. Employee A told Walsh that he had been informed by various One World clients that redemptions were not being paid in a timely fashion and that he wanted to verify for himself that One World had sufficient assets to cover its

client liabilities. According to Employee A, Walsh initially agreed to provide him the requested bank statements, but, despite numerous requests, never did so. Employee A has further explained that during their last phone conversation in October of 2007, Walsh angrily rejected Employee A's final request to review One World's finances, hanging up the phone.

43. According to Individual A, in or about the summer of 2007, she overheard a conversation between Walsh and Martin during which Walsh told Martin that One World's money was "all gone." Individual A has further explained that on one of his other visits to Martin's office, Walsh sought to assure her of One World's finances, stating: "when the movie sells, we'll have the money."

44. Additional evidence suggests that Walsh and Martin had effectively abandoned One World as a viable business by the spring of 2007. As a FDM that accepted retail customer funds as a trading counterparty, One World made money, in part, on its clients' losing positions. One World was therefore susceptible to losing money on its clients' profitable trades. According to CFTC representatives with whom investigating agents have spoken, due to the inherent risk of accepting customer forex trades as a counterparty, FDMs engaged in this type of forex trading often acquire hedge positions to minimize the potential downside risks of customer trades.

45. Employee B, a former employee in One World's New York office, had told investigating agents that when he was hired by One World in the summer of 2006, the company had two individuals who ran a forex trading desk, the purpose of which was to purchase hedge positions to insure against potential trading losses. According to Employee B, One World let the first of these two individuals go in January 2007. The second individual was released a few months later. One World did not replace either trader.

Concealment: One World's Fraudulent Solicitation And False Account Statements

46. One World's customers were unaware that Martin and Walsh were unlawfully converting their margin accounts as set forth above. To the contrary, One World's customers were led to believe that their investments at One World were safe. In particular, the Metatrader 4 trading platform that One World utilized allowed customers to obtain electronic account statements, which stated the customers' then-current account balances. These statements did not reflect that the funds that Walsh and Martin had misappropriated from One World were no longer available to the customers to whom they belonged.

47. Moreover, Martin and Walsh continued to solicit new One World customers by fraudulently misleading those customers to believe that their investment funds would be used for forex trading when, in truth and in fact, the value of those funds were immediately diminished upon deposit in One World's customer forex trading accounts because One World did not have sufficient funds in those accounts to pay its aggregate customer liabilities. Customers therefore continued to provide One World margin funds to secure future forex trading. For example, Customer D has told investigating agents that on or about December 14, 2006, Investment Group A wired \$500,000 in interstate commerce from an Investment Group A bank account at Wells Fargo Bank to a One World account maintained at Citibank, N.A. Investment Group A wired an additional \$1,500,000 from its Wells Fargo Bank account to One World's Citibank, N.A. Account on or about March 16, 2007. Customer D has told investigating agents that he ordered the wire transfers online from his North Carolina office. The resulting transfer of funds were delivered to the Citibank, N.A. account that Martin and Walsh had established in Illinois.

48. A comparative analysis between One World's forex customer bank account balances

and its customer liabilities as recorded by Metatrader 4 demonstrates that those liabilities began to exceed the company's available assets by April 2006. By the fall of 2007, a significant disparity between One World's customer liabilities and available assets existed. Pursuant to its late November 2007 audit, the NFA was only able to account for \$587,000 in One World's various bank and futures trading accounts. The CFTC's examination of One World's Bank of America and Harris Bank customer trading accounts revealed that One World possessed less than \$50,000 in total bank deposits as of mid-December 2007, approximately \$20,000 of which were maintained in an allegedly segregated customer forex account. Nevertheless, according to One World's Metatrader 4 trading platform, as of November 5, 2007, One World owed its customers well over \$15 million.

49. A review of bank and customer and trading account records reveals that One World hid its growing insolvency by replacing converted customer funds with newer customer contributions. By way of example, another investment club customer of One World, hereinafter referred to as "Investment Group B," wired a forex investment of \$499,990 to One World's forex customer account on October 17, 2007. Immediately prior to this investment, One World's forex customer bank account balance had been depleted to \$3,356, even though, according to Walsh's statements during a January 10, 2008 CFTC deposition, that account then served approximately 1,500 One World forex customers and One World's customer forex liabilities, as calculated by Metatrader 4, exceeded \$16 million. According to CFTC representatives, bank records reveal that immediately after receiving this \$499,990 investment, One World paid over \$147,000 in forex redemptions by wire transfer to nine different, preexisting One World customers. These disbursements reduced One World's account balance to approximately \$358,000. By October 27, 2007, the One World forex customer account to which Investment Group B's trading funds had been

deposited had a remaining balance of only approximately \$166,000.

50. Nevertheless, One World's Metatrader 4 trading platform allowed customers like Investment Group B to continue to receive statements reflecting the purported value of their accounts, irrespective of the funds available to meet those obligations. Accordingly, on October 27, 2007, Investment Group B's manager obtained a One World account statement which indicated that the Investment Group B had a positive forex trading balance of over \$517,000. The account statement – which Investment Group B received via wire communication in interstate commerce – was materially false and misleading in that it did not reveal that as a result of One World's misappropriation, Investment Group B's initial principal investment and purported profits were no longer available.

51. Similarly, on or about December 1, 2007, an introducing broker of One World located in Florida hereinafter referred to as “Customer C” obtained an One World account statement via wire transmission in interstate commerce. This account statement reflected that Customer C had \$64,756 in equity on deposit with One World. An examination of One World's Bank of America customer forex account indicated that One World had less than \$25,000 in deposits to meet all of its customer forex liabilities at that time. Contrary to the suggestion of the account statement that Customer C received, One World was unable to meet its financial obligations to him, to say nothing of any of its other clients. This account statement was therefore false and materially misleading in that it failed to reflect accurately the funds One World had available to meet its obligations to Customer C.

52. On or about December 3, 2007, One World allowed an account statement to be sent via wire communication to Customer D, a principal of Investment Group A, who as previously

stated, was located in North Carolina. This account statement reflected that Investment Group A had approximately \$3,163,000 in equity on deposit with One World. However, according to the CFTC's summary of One World bank accounts, One World had less than \$50,000 in its Bank of America customer forex account. This account statement was therefore false and materially misleading in that it failed to provide an accurate accounting of the funds available to Investment Group A at that time.

Concealment: One World's Misleading Emails

53. During the fall of 2007, Walsh began directing Employee F to stall customers seeking redemptions of their One World forex deposits for as long as possible. He further stated that any client forex redemption request for more than \$10,000 required his personal approval. According to Employee F, it was obvious that Walsh gave her these instructions because One World did not have sufficient funds in its forex customer accounts to meet its customer obligations.

54. Martin was aware of Walsh's stalling tactics. Martin's personal assistant, Individual A, has told investigating agents that during the summer of 2007, she overheard Martin speaking to Walsh on the telephone on a number of occasions, during which Martin directed Walsh to stall the payment requests of individuals, whom Individual A assumed to be One World customers.

55. Moreover, investigating agents have interviewed a number of former One World customers who have confirmed that One World and Walsh falsely assured them that One World would honor their redemption requests but that the company just needed additional time to do so. Some of these customers have provided investigating agents with copies of electronic correspondence sent through interstate wire communications evidencing these false and misleading statements.

56. On or about October 17, 2007, Walsh sent an electronic mail message in interstate commerce to Customer D in response to a request made on behalf of Investment Group A for a \$1.2 million redemption of the group's forex trading funds then on deposit with One World. Walsh's message stated: "I fully expect to have your wire out in today's batch and can think of no reason it should not since we corrected the miscommunication made to us on Monday." However, according to the CFTC, One World had only \$3,356 in its Bank of America customer forex account at the beginning of the day. Although One World received a \$499,990 forex customer deposit from a different forex customer later that day, One World did not have the funds to satisfy the redemption request.

57. On or about November 20, 2007, Employee F sent an electronic mail message by interstate wires to Customer C, an introducing broker who had solicited clients for One World, located in Florida. Employee F's email contained an attachment that appeared to be a Bank of America wire confirmation, indicating that One World had wired \$57,791 to one of Customer C's clients. In reality, the transfer reflected in the attachment was never executed by One World and, accordingly, the funds were never sent. Employee F has told investigating agents that she sent the message that included the image of the unexecuted Bank of America wire transfer request at Walsh's direction.

58. Walsh personally sent Customer C another email by interstate wire communication two days later that contained additional purported Bank of America wire confirmation notices reflecting the transfer of an additional approximately \$130,000 from One World to Customer C and one of his clients. According to Customer C, like the attachment sent two days earlier, these alleged wire confirmations were never executed.

59. Finally, on or about November 28, 2007, Walsh sent an electronic mail message from One World's Winnetka office to all of the company's retail forex customers. The email, which was sent by interstate and international wire communications, was entitled "OWCG Update Going Forward." In the text of the email, Walsh stated: "We have several viable routes to pursue in response to the new economic structure brought about by the NFA. It is important for you, our customer, to know that all choices have us continuing in business for many years to come . . . The important message to be heard here is that we intend to continue to remain in business competitively for many years." As explained *supra*, at the time Walsh sent this mass electronic mailing, One World was insolvent. The company had adopted a policy of stalling all customer forex redemptions requests. In fact, as calculated by the CFTC, One World had less than \$114,000 in its customer forex account while carrying Metatrader 4 calculated liabilities well in excess of \$15 million. Moreover, according to Employee A, many of One World's employees, including the company's entire New York sales staff, had resigned between July 2007 and November 2007. In addition, as previously noted, the NFA had initiated a new investigation related to One World's failure to honor customer redemption requests. In fact, just two days later, on November 30, 2007, the NFA issued a published Member Responsibility Action, seeking to bar One World from soliciting or accepting new forex customer deposits, disbursing funds or entering into new positions.

60. Martin also misled at least one One World client with whom he maintained contact. Customer B, a partner with Investment Group A, had personally invested \$300,000 with One World. In particular, in one of their earlier meetings, Martin told Customer B that One World could accept forex trades offshore. Accordingly, at Martin's direction, Customer B had wired \$300,000 to an offshore One World trading account. Customer B was able to trade these funds using One World's

Metatrader 4 platform. Customer B has explained to investigating agents that he sought to redeem his One World investment in late 2007. Customer B began communicating with Martin about his personal redemption request beginning in December 2007. According to Customer B, Martin continually promised to redeem his investment. Martin did eventually repay Customer B approximately \$45,000. When Customer B told Martin that he intended to contact law enforcement about Martin's failure to redeem the remainder of his account, Martin sent Customer B an electronic mail message discouraging him from doing so. In a subsequent June 27, 2008 electronic mail message sent to Customer B, who was then located in Oklahoma, Martin continued to discourage Customer B: "Yes, [the money] is coming back in pieces. I will wire on Monday and confirm the wire. Please understand tha [sic] I obviously want no legal trouble be it civil or obviously criminal IKm [sic] sorry for the delay, but that's all it is. Please continue to work with me as it will do noone [sic] any good if I'm locked up or paying lawyers."

Concealment: One World Filed False Reports With The CFTC

61. As a FCM, One World was required to file a monthly financial report with the CFTC, known as a Form 1-FR-FCM ("1-FR"), in which One World reported its alleged assets and liabilities. The CFTC generally used these financial reports to insure, *inter alia*, that an FCM like One World was compliant with its regulatory adjusted net capital requirements. In addition, the CFTC published summary data obtained from FCM 1-FRs for public review.

62. As One World's only identified principal, Walsh was responsible for the submission of these monthly reports. In a January 10, 2008 sworn deposition, Walsh stated that he was the individual responsible for the preparation and submission of One World's 1-FRs.

63. Based upon an examination that was prepared by the CFTC comparing One World's

bank balances, customer forex liabilities as calculated by Metatrader 4, and the company's 1-FRs, it is clear that One World began filing inaccurate 1-FRs beginning in or about April 2006. In particular, in April 2006, Metatrader 4 calculated One World's customer forex liability as exceeding \$3.5 million. Nevertheless, One World's 1-FR reported customer forex liabilities of only approximately \$2 million. One World's April 2006 1-FR also substantially overstated the company's assets to be approximately \$2.3 million. Bank records show that One World's aggregate bank balance to be approximately \$1.4 million at that time. As a result of these misstatements, One World's 1-FRs concealed that, as of April 2006, One World had an approximately \$2.5 million funding deficit.

64. One World and Walsh continued to submit false and misleading 1-FRs to the CFTC from April 2006 until the company's last submission – October 2007. In particular, One World's 1-FRs consistently understated the company's customer forex liabilities while overstating its available assets. In doing so, One World and Walsh deceived the CFTC as to the true extent of One World's financial deterioration and delayed potential regulatory action related to One World's failure to maintain its required minimum adjusted net capital, which could have hindered the solicitation of new customer forex deposits, upon which One World was dependent to pay its existing customers' forex redemption requests and which Martin and Walsh subsequently used for their personal benefit.

65. By the fall of 2007, One World's 1-FRs had no resemblance to the company's actual finances. For example, on November 27, 2007, One World filed a 1-FR with the CFTC reporting that, as of October 31, 2007, the company had assets of \$2,387,427, subject to liabilities of \$1,160,200, inclusive of \$357,053 in forex customer fund liabilities. Based on its analysis of One World's bank and futures trading accounts, the CFTC subsequently concluded that One World

actually had total assets of approximately \$401,776 as of October 31, 2007 (the bulk of which were contained within six separate proprietary futures trading accounts that One World maintained at a different FCM for a specific group of customers) and customer forex liabilities as recorded by Metatrader 4 in excess of \$17 million.

Criminal Complaint

66. Based upon the foregoing information, there is probable cause to believe that beginning no later than April 1, 2006 and continuing until December 13, 2007, John Walsh and Charles Martin devised, intended to devise and participated in a scheme to defraud, and to obtain money and property, by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing that scheme, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, sounds and signals.

67. In particular, for the purpose of executing the aforesaid scheme, and attempting to do so, John Walsh and Charles Martin knowingly caused to be transmitted by means of a wire communication in interstate commerce on or about March 16, 2007, from North Carolina to Illinois, certain signs, sounds and signals, resulting in a bank wire transfer \$1,500,000 from Investment Group A to One World in violation of Title 18, United States Code, Section 1343.

Personal Property Martin And Walsh Obtained With One World Funds Subject To Seizure

68. As previously noted, Martin and Walsh used One World customer assets to purchase personal goods. Because those items constitute assets derived from proceeds traceable to violations of Title 18, United States Code, Section 1343, they are subject to forfeiture pursuant to Title 18, United States Code, Section 981 (a)(1)(c).

Martin's Jewelry - \$560,893

69. Between June 2006 and December 2007, Martin purchased jewelry and timepieces from a number of different retailers including Cartier, Frances Klein, Trabert & Hoeffler and Wempe Jewelry Company. Martin paid for these purchases with his One World American Express card and with personal checks drawn from his Citibank account, which, as set forth *supra*, was funded by One World. Investigating agents have subsequently obtained sales receipts and related documents from the retailers from whom Martin purchased these pieces. In addition, investigating agents have spoken with representatives of both Trabert & Hoeffler and Wempe Jewelry Company concerning the items purchased. Those jewelers' records, as confirmed by store representatives, show that Martin purchased the following items on or about the dates indicated for the approximate amounts stated:

Retailer	Date	Cost	Item(s) Purchased
Trabert & Hoeffler	6/26/06	\$47,690	A ring described as a lady's platinum diamond ring comprised of a 3.31 carat oval diamond (identified in GSL / GIA diamond grading report number 15023897) set with two matching oval diamonds measuring a combined 1.83 additional carats.
Wempe Jewelry	8/5/06	\$4,118	A men's stainless steel Rolex Submariner wristwatch with a black dial, 6.95mm diameter crown, and stainless steel band clasped with a triple folding clasp (style number 14060).
Trabert & Hoeffler	8/22/06	\$2,594	An Aaron Basha baby shoe pendant comprised of 18K yellow gold with a pink enamel coat and a diamond encrusted shoe strap and toe.
Trabert & Hoeffler	8/23/06	\$13,860	A Franck Muller stainless steel, king-sized chronograph wristwatch with a black dial and yellow, Arabic numerals in a tonneau shape.
Trabert & Hoeffler	9/5/06	\$2,131	An Aaron Basha 18K white gold oval clasp pendant hung from a silk cord.

Wempe Jewelry	12/20/06	\$15,856	A Breitling Bentley Motors wristwatch comprised of an 18K yellow gold case with an alligator strap.
Wempe Jewelry	12/22/06	\$31,560	A woman's Rolex platinum Datejust wristwatch encrusted with a diamond bezel ring and dial with a mother of pearl inlay.
Trabert & Hoeffler	12/21/06	\$24,525	A pair of platinum diamond ear studs comprised of a 1.54 caret round diamond (identified in GSL / GIA diamond grading report number 15320385), and a 1.5 caret round diamond (GSL / GIA #14878240).
Trabert & Hoeffler	2/23/07	\$13,650	An automatic Piaget Polo bracelet wristwatch comprised of 18K yellow gold with Arabic numerals at the "12" and "3" o'clock locations and a date window at the six o'clock location, bearing serial number 911339.
Trabert & Hoeffler	3/23/07	\$13,250	A platinum art deco diamond clip pin, circa 1920's.
Trabert & Hoeffler	3/23/07	\$39,750	A platinum diamond tennis bracelet set with 38 round diamonds totaling 12.82 carats.
Wempe Jewelry	3/30/07	\$16,750	A woman's Rolex 18K yellow gold Datejust wristwatch, bearing serial number Y437619.
Wempe Jewelry	3/30/07	\$8,025	A men's Rolex Datejust wristwatch comprised of a stainless steel and yellow gold construction, bearing serial number Z072809.
Wempe Jewelry	4/9/07	\$744	A Cartier rounded desk clock with a palladium finish, of guilloche under pink lacquer, a white dial, and luminescent hands.
Wempe Jewelry	5/4/07	\$22,694	A Patek Philippe Caliber wristwatch comprised of 18K yellow gold with a silvery gray dial, gold applied hour markers, sapphire crystal case back, and a gold bracelet.

Cartier	5/16/07	\$47,851	A large model "Balloon Blue De Cartier" round wristwatch, made of 18K yellow gold, set in a round case, paved with round-cut diamonds set in a 18K gold fluted crown set with a blue sapphire cabochon, silvered opaline dial, with Roman numerals, and sword-shaped blued steel hands, held in a 18K gold bracelet, bearing serial number 2601271485CE.
Cartier	5/16/07	\$19,620 ⁶	A small model "Tank Americaine" rectangular watch, made of 18K white gold case set with round-cut diamonds with an 18K white gold octagonal crown decorated with a diamond, bearing a silver grained dial, Roman numerals, sword-shaped blued steel hands, with a fabric strap, latched with an 18K gold adjustable buckle bearing serial number 2489110948LX.
Wempe Jewelry	5/21/07	\$5,035	A woman's Rolex Datejust wristwatch comprised of 18K white gold with a stainless steel bezel.
Trabert & Hoeffler	5/23/07	\$46,500	Two platinum drop earrings comprised of 2 rose cut, pear shaped diamonds totaling 2.88 carats and 40 rose cut diamonds totaling 8.13 carats.
Frances Klein	6/2/07	\$67,500	A diamond and platinum necklace, shaped in a bottom- heart design with diamond encrusted leafs around the lower half of a chain leading to an approximately 2 carat pear-shaped diamond with an aggregate diamond carat weight of approximately 27 carats.
Wempe Jewelry	6/7/07	\$6,223	Diamond onyx cufflinks comprised of 18K white gold, containing 136 diamonds totaling 1.36 carats of G, VVS clarity.
Wempe Jewelry	8/7/07	\$48,400	A Rolex GMT model men's wristwatch, comprised of 18K yellow gold with a sapphire / ruby bezel and diamond lugs.

⁶ The total charge incurred by Martin at Cartier was reduced on or about May 17, 2007 by approximately \$1,368 when Martin exchanged a watch purchased on May 16, 2007 for the "Tank Americaine" watch.

Wempe Jewelry	8/7/07	\$11,640	A Rolex Submariner men's wristwatch comprised of stainless steel and 18K gold construction.
Wempe Jewelry	9/28/07	\$37,145	A Rolex Datejust model, 18K yellow gold, diamond/green enamel dial, and diamond bezel.
Trabert & Hoeffler	12/15/07	\$6,131	A stainless steel Cartier Roadster tonneau-shaped chronograph watch with Roman numerals set at all stations except "3," "6," and "9" o'clock, with a date window at "3" o'clock, set against a black dial with white lines, bearing serial number 2618703394ce.
Trabert & Hoeffler	12/15/07	\$2,381	A stainless steel Breitling Super Ocean chronometer wristwatch with no numerals, a date window at the "6" o'clock station, a dark dial and a dark enamel bezel.
Trabert & Hoeffler	11/26/07	\$2,635	An Aaron Basha 18K yellow gold, pink sapphire baby shoe.
Trabert & Hoeffler	11/26/07	\$2,635	An Aaron Basha 18K yellow gold bracelet comprised of inter-locking heart-shaped sections.

Walsh's Jewelry -\$121,058

70. As previously noted, Walsh also used his One World corporate American Express credit card for personal expenses, including jewelry. In particular, American Express account statements show that on or about March 11, 2007, Walsh incurred a \$104,967 charge on his One World American Express card at Tiffany & Company. Sales records show Walsh purchased a Statement Diamond Ring further described on the receipt of purchase to be round diamond set in a platinum band with diamond side stones with a pre-tax sales price of \$96,300. American Express account statements and Tiffany and Company sales records further reflect that Walsh used his One World American Express card on or about December 10, 2006 to purchase a Tiffany Grand Quartz Resonator wristwatch (which is described on Tiffany & Company's website as a small, Swiss-made,

rectangular watch with a quartz resonator in a stainless steel, copper-colored dial, maintained in a stainless steel bracelet with a stainless steel band) for a total of \$2,121. Finally, sale and American Express records reveal that Walsh purchased a woman's Jaeger Le Coultre Reverso Classique wristwatch, comprised of 18K gold, with a diamond bezel, powered by a quartz mechanism from Wempe Jewelry in New York on or about December 20, 2006 for \$13,970.

Oscar Isberian Oriental Rugs - \$30,800

71. Martin's Citibank account records reflect that on or about March 15, 2007, Martin issued a check, bearing check number 1114, to Oscar Isberian Rugs of Evanston, Illinois in the amount of \$30,800. Investigating agents subsequently obtained a billing invoice from Oscar Isberian Rugs dated March 14, 2007 detailing the merchandise purchased by Martin. In particular, the invoice revealed that Martin purchased seven carpets from Oscar Isberian Rugs. Investigating agents subsequently contacted an Oscar Isberian Rugs employee who provided the descriptions of the carpets as set forth below.

Country of Origin	Dimensions	Retail Cost	Description
Iran	13'2" x 19'8"	\$10,000	Tabriz design with black background
Pakistan	12'0" x 15'6"	\$5,000	Qum design with a light brown background
Pakistan	8'10" x 12'0"	\$1,922	Sultanabad design With an ivory background
Pakistan	8'1" x 10'3"	\$4,000	Mashad design with black background
India	10'2"x 14'6"	\$5,000	Kerman design With red background
Pakistan	8'8" x 11'10"	\$1,200	Sultanabad design with a light green background
India	9'2" x 12'2"	\$1,200	Sultanabad design with a green background

Karnes Music Company - \$36,454

72. Citibank records reveal that Martin wrote a check to Karnes Music Company dated August 31, 2006, in the approximate amount of \$36,455. The memo line on the check reads: "piano." According to Individual A, Martin owned a Yamaha Disklavier piano that was located in his Glencoe home. Although she does not recall the particular issue concerning the piano, Individual A recalls Martin instructing her to contact Karnes Music Company about the piano while she was employed as his personal assistant.

Caledonian Furniture - \$132,466

73. A review of Martin's Citibank account records and his One World American Express charges further reveals that in February and May of 2007, Martin purchased over \$130,000 in antique/replica furniture from Caledonian, Inc., an antique furniture store located in Northfield, Illinois ("Caledonian"). In particular, One World American Express records reveal that Martin incurred an approximately \$15,863 charge at Caledonian on or about February 17, 2007. Martin's Citibank account records further revealed that Martin wrote a \$46,434 check, bearing check number 1110, dated February 22, 2007 and an \$80,433 check, bearing check number 1138, dated May 23, 2007 to Caledonian. Investigating agents subsequently obtained billing records from Caledonian which revealed that Martin purchased the following items from the store on or about the following dates:

Date	Item Description	Retail Cost
05/08/07	An antique inlaid Swedish bombe commode with three drawers designed in the early Louis XIV French style with original chased ormolu mounts, containing floral marquetry inlay on a ground of various pallis-andres, including rosewood, violetwood and/or kingwood.	\$33,600
05/08/07	An English reproduction of a mahogany hepplewhite style bow front chest with three drawers and a pull-out brushing slide, standing on splay feet, measuring 36.5 x 20.5 x 32 inches.	\$4,872
05/08/07	An English reproduction of a mahogany marquetry credenza with inlaid satinwood, rosewood and floral marquetry of various woods, measuring 57 x 19.5 x 36 inches.	\$17,176
05/08/07	An antique French octagonal mirror, <i>circa</i> 1890, with a canted double border embellished with a crowning cabochon and shells and foliate designs around the well-molded straights measuring 34.25 inches wide and 47 inches high.	\$6,560
05/10/07	A dark brown leather executive chair with a high back and pneumatic height control of the following approximate measurements: 26 inches wide, 27 inches deep, 43 to 46 inches in height (with arm height of 26 to 29 inches, and seat height of 18 to 21 inches).	\$2,096
05/10/07	Chippendale style walnut veneer writing desk with cabriolet legs and five drawers with a medium brown leather top.	\$10,344
02/16/07	An English reproduction, mahogany breakfront bookcase with four glazed doors at the top, marked with astragal moldings and inlaid with ovals of crotch mahogany, all banded with satinwood and outlined with stringing of ebony and boxwood and a base with a central double cabinet flanked by two single cabinets, measuring approximately 86.25 x 17 x 90.5 inches.	\$35,615
02/16/07	An English reproduction of a mahogany Sheraton style serpentine sideboard with marquetry inlays on its front and satinwood inlaid banding on top, turned and reeded column legs, measuring 78 x 28 x 38 inches.	\$7,480
02/15/07	An English reproduction mahogany executive desk with canted corners, modesty panel and decorative astragal molding. A top drawer is flanked by two pedestals, each with a generous file drawer beneath two smaller drawers, an antiqued golden tan leather top, measuring 72 x 36 x 30 inches.	\$7,735

02/15/07	A leather wing back lounge chair with brass nail trim and antiqued medium brown hide, measuring 34 inches wide, 37 inches deep and 38 inches high.	\$4,667
02/15/07	A leather carved executive chair with brass nail trim and black hide, measuring 26 inches wide, 32 inches deep and 41 inches high.	\$2,321

Abt Electronics - \$106,617

74. A review of Martin's One World American Express charges further reveals that from October 25, 2006 through November 8, 2007, Martin used One World's credit card to incur \$106,617 in charges from Abt Electronics, an electronics and appliance store located in Glenview, Illinois. Purchase records obtained from Abt Electronics reveal that Martin used his One World credit card to purchase, *inter alia*:

Date of Purchase	Item	Retail Cost
02/12/07	A Sony 70" television; model # KDSR70XBR2, bearing serial number 9010492 and stand; model # SURS51U	\$5,347
02/19/07	A Sony 60" television; model # KDS60A2000, bearing serial number 9074230X	\$2,548
02/21/07	A Sony 46" LCD flat television; model # KDL46V2500, bearing serial number S01802075911	\$2,695
02/22/07	A Sub-Zero 48" Stainless Steel Built-In Side-By-Side Refrigerator; model # BI48SSTH, bearing serial number 2654431	\$7,999
02/22/07	A Sub-Zero Integrated Tall Combination Freezer/Refrigerator; model # 700TCIRHD, bearing serial number 2571661	\$5,049
04/15/07	A coffee / espresso machine bearing model # 13185, bearing serial number RM07EB.	\$1,259
04/15/07	A Nikon Digital Camera, model # D200KET, serial number SE03C0	\$1,880
04/23/07	A Human Touch Robotic Massage Chair, model # HT1650LBK, serial number B410060003	\$3,500

04/26/07	A Chicago Gaming Company Ms. Pac-Man and Galaga Arcade Home Edition; model # MSPGURAV, serial number 25ANPGUR1266	\$3,480
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Bank Accounts Subject To Seizure

75. In addition to the above personal property, investigating agents have traced assets contained in certain financial accounts to Martin and Walsh's violations of Title 18, United States Code, Section 1343, which are therefore subject to forfeiture pursuant to Title 18, United States Code, Section 981 (a)(1)(c). The assets contained in these financial accounts subject to forfeiture are described herein.

The CFTC Asset Freeze - \$639,815

76. As previously noted, on February 7, 2008, the CFTC, One World and Walsh agreed to the entry of a consent order in the CFTC action pursuant to which the Court froze any assets within One World's custody and control. According to the CFTC, as of March 12, 2008, approximately \$639,815 was frozen by the Court's order. That aggregate balance was comprised of funds obtained, in part, from the following accounts identified by the CFTC:

Account Title	Account Number	Financial Institution	Account Type	Account Balance
One World Capital Group, Operating Account	3850 0327 6420	Bank of America	House Operating	\$14,364
OW Forex LLC, Customer Account	3850 0327 6404	Bank of America	Customer Account	\$19,066
One World Capital Group, Operating Account	3682887	Harris Bank (Futures)	House Operating	\$9,632
One World Capital Group-Omnibus	FX345529	FX Solutions, LLC	Unknown	\$3,000
One World Capital Group, Corporate Acct.	10083687	Gain Capital Group, LLC	House	\$1,046

One World Capital Group-Customer Acct.	21-42000ibc	IFSCL USA, Inc.	Customer	\$8,197
One World Capital Group-Customer Acct.	21-42000IBB	IFSCL USA, Inc.	Customer	\$1,049
One World Capital Group-Rebate Acct.	Rebate Acet.	IFSCL USA, Inc.	House	\$9,150
One World Capital Group, LLC, Rebate a/c	OW050	ODL Securities, Inc.	House-IB Forex	\$2,017
One World Capital Group, LLC, Client (forex) -DAY	OW102	ODL Securities, Inc.	Customer	\$20,074
One World Capital Group, LLC	F5691	Peregrine Financial Group, Inc.	Unknown	\$45,971
One World Capital Group, LLC	F6490	Peregrine Financial Group, Inc	Unknown	\$97,985
One World Capital Group, LLC	F7414	Peregrine Financial Group, Inc	Unknown	\$33,612
One World Capital Group, LLC	F7603	Peregrine Financial Group, Inc	Unknown	\$94,269
One World Capital Group, LLC	X9500	Peregrine Financial Group, Inc	Unknown	\$217,444
One World Capital Group, LLC	X9501	Peregrine Financial Group, Inc	Unknown	\$65,361

The funds frozen by the district court included funds held within One World's operating accounts at various financial institutions and designated customer accounts that One World managed for certain clients at other FCMs.⁷

⁷ The total amount reflected in the above chart exceeds the total amount frozen as calculated by the CFTC because it does not include accounts containing negative balances which were included in the CFTC's calculation.

The Sale of Jack Walsh's Salisbury Lane Home

77. As set forth below, investigating agents have identified a number of financial accounts to which Walsh directed funds originally obtained from One World in violation of Title 18, United States Code, Section 1343 and which are therefore subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(c).

78. As reflected in Citibank account records, in June of 2007, Walsh used One World-derived assets that had been transferred to his Citibank account to purchase a home located in Lake Forest, Illinois. In particular, on or about June 11, 2007, Walsh transferred \$1,425,000 from his Citibank account to a trust account held in the name of "Individual C." Real estate transfer documents show that on or about June 27, 2007, Walsh purchased the residence located at 1961 Salisbury Lane in Lake Forest, Illinois for \$1,485,000. Individual C was identified on a Warranty Deed in Trust conveying the rights to 1961 Salisbury Lane to Trust # 9903 for the benefit of John Walsh.

79. Real estate transfer documents show that on or about April 29, 2008, Walsh (*i.e.*, Trust #9903) sold the 1961 Salisbury Lane residence for \$1,250,000. As set forth in the settlement statement, after settlement charges, broker commissions, taxes, and the satisfaction of a mortgage lien against the property that Walsh had obtained against the property after its acquisition, Walsh collected proceeds from the sale of the residence in the approximate amount of \$779,684. Bank of America records reveal that Walsh deposited the proceeds from the sale of the Salisbury Lane residence into a Bank of America checking account bearing his name and account number XXXXXXXX0278 on or about April 29, 2008.

80. Bank of America records show that Walsh disbursed the proceeds derived from the

sale of his Salisbury Lane residence in the twelve days following the sale of the property. In particular, Walsh distributed the Salisbury Lane proceeds as follows. On or about April 30, 2008, Walsh wrote Charles Martin a check bearing check number 2077 for \$187,000. On May 1, 2008, Walsh wire transferred \$100,000 from his Bank of America account to a checking account he maintained at Northern Trust (Account Number 1553011). He further wire transferred \$105,000 to an account, bearing account number 1535900, that his son, "Individual D," maintained at Northern Trust. Finally, Walsh wire transferred yet another \$50,000 to an account bearing account number 1018527206 that a woman, hereinafter referred to as "Individual E," maintained at Northern Trust bank. According to multiple sources, including Individual A, Individual E is Walsh's girlfriend. In addition to the above transfers, Walsh wired an additional \$30,000 on May 1, 2008 to an account maintained by "Individual F" at Wells Fargo Bank bearing account number 7242476633. On May 2, 2008, Walsh wrote two checks drawn from his Bank of America account, bearing check numbers 2053 and 2054 in the amounts of \$20,000 and \$5,000, respectfully. The notation on check number 2053 read "James 13782367." The notation on check number 2054 read "Mike 14043463." Finally, Walsh wrote a \$100,000 check dated May 10, 2008 drawn against his Bank of America account bearing check number 2063 made payable to Menza Foods.

81. Investigating agents have obtained records for a Raymond James investment account in which Walsh's May 2, 2008, \$20,000 check (check number 2054) was deposited (account number 13782367). The account is held in the name of Walsh's other son, hereinafter referred to as "Individual G." Account records show that as of November 28, 2008, the balance on the account had been reduced to approximately \$5,651. However, Raymond James records further show that on August 21, 2008, \$15,000 was transferred from account 13782367 to an account maintained at

Rosenthal Collins Group, LLC – a commodities futures and forex trading firm. Records obtained from Rosenthal Collins Group show that the aforementioned \$15,000 was deposited into account number R A4500 418 65001 held in the name of Individual G.

82. Investigating agents have also obtained records for the Raymond James investment account in which Walsh's May 2, 2008, \$5,000 check (check number 2053) was deposited. In particular, this check was deposited in an account held in the name of Individual D, bearing account number 14043463.

83. The back of the check that Walsh wrote to Menza Foods shows that the check was deposited into a Northern Trust Company account bearing account number 2532042. Menza Foods, LLC (hereinafter, "Menza Foods") is a food company that manufactures frozen entrees. According to Menza Food's majority owner, hereinafter referred to as Individual H, Walsh's daughter is employed by Menza Foods as a bookkeeper / receptionist. Individual H told investigating agents that Walsh provided Menza Foods the aforementioned \$100,000 as a loan. In particular, Individual H stated that he asked Walsh's daughter if Walsh would be interested in investing in his business and that he received the \$100,000 loan within a week. Individual H nevertheless maintains that he has never personally met Walsh. Rather, Individual H stated that he simply provided Walsh's daughter a promissory note to give to her father securing the loan. Individual H further stated that while loan has no set repayment schedule, he has repaid Walsh \$10,000.

84. Based on the forgoing information, there is probable cause to believe that funds obtained from the sale of the Salisbury Lane residence are subject to forfeiture and therefore the following bank and financial accounts to which those proceeds were subsequently distributed by Walsh (and Individual G) are subject to seizure:

- Funds not exceeding \$5,000.00 contained in account number 14043463 held at Raymond James Financial;
- Funds not exceeding \$5,000.00 contained in account number 13782367 held at Raymond James Financial;
- Funds not exceeding \$100,000 contained in account number 1553011 held at Northern Trust Company;
- Funds not exceeding \$50,000 contained in account number 101825706 held at Northern Trust Company;
- Funds not exceeding \$105,000 contained in account number 1535900 held at Northern Trust Company;
- Funds not exceeding \$30,000 contained in account number 7242476633 held at Wells Fargo Bank; and
- Funds not exceeding \$15,000 contained in account number R A4500 418 65001 held at Rosenthal Collins Group, LLC.

The Need For Seizure Warrants

85. Martin and Walsh began liquidating and disbursing some of their assets after they learned of the government’s criminal investigation concerning One World. On April 30, 2008, the government sought, obtained, and executed a search warrant for evidence located at One World’s office.

86. As previously explained, from in or about October 2006 to in or about April of 2007, Martin used funds obtained from One World to purchase a number of luxury vehicles. According to the owner of a Winnetka tavern that Martin used to frequent, hereinafter referred to as “Individual I,” Martin still owned a number of these vehicles as of April 30, 2008. However, according to Individual I, Martin sold all of his vehicles shortly thereafter. Individual I actually purchased a Cadillac Escalade from Martin at that time for what Individual I characterized as a fraction of the vehicle's actual value.

87. Moreover, as previously noted, Walsh sold his Salisbury Lane residence on April 29, 2008, *i.e.*, the day before the government executed its search warrant at One World's offices. Over the twelve days that followed, Walsh distributed the Salisbury Lane residence sale proceeds as set forth in section entitled "The Sale of Jack Walsh's Salisbury Lane Home" set forth above.

88. In addition, the government has acquired property records that show that after learning of the government's investigation, Walsh transferred ownership of another home that he owned to his girlfriend, previously identified *supra* as Individual E. In particular, property records show that on or about September 6, 2001, Walsh purchased the residence located at 608 Wharton Drive, in Lake Forest, Illinois which is described in greater detail in attachment B (hereinafter, the "Wharton Drive Residence"). On July 21, 2008, Walsh quit claimed the property to Individual E. Despite this apparent transfer in ownership, investigating agents have observed a vehicle that Walsh purchased located at the Wharton Drive Residence on a number of occasions, including the early morning and during the evening.⁸

Request For Search Warrants

Probable Cause for Residential Search Warrants

89. According to Martin's housekeeper, who is hereinafter referred to as Individual J, Martin and his family are currently residing between California and the home that Martin rents at

⁸ In particular, on or about September 22, 2006, Walsh purchased a 2007 Black BMW 530XI, bearing vehicle identification number WBANF73547CU24985 from Karl Knauz BMW for approximately \$54,915 (\$35,849 after trade-in). Walsh paid for the vehicle with a check drawn on his Citibank Account. Although Walsh originally titled the vehicle in his name, the vehicle's registration was subsequently changed with the Illinois Secretary of State to reflect that it is owned by Walsh's son. Because Walsh purchased this vehicle with funds fraudulently obtained from One World in violation of Title 18, United States Code, Section 1343, the vehicle is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(c). There is therefore probable cause to seize the vehicle.

184 North Sheridan Road in Glencoe, Illinois, which is described in greater detail in Attachment A hereto (hereinafter, Martin's "Sheridan Road Residence"). Martin has rented the Sheridan Road Residence since approximately November 2006. According to the home's owner, who is hereinafter referred to as "Individual K," Martin's lease is currently scheduled to expire on February 1, 2009.

90. Although Martin has maintained his Sheridan Road Residence, he has recently moved to Malibu, California. According to the property manager for the office space that Martin rented on Lincoln Avenue in Winnetka, Illinois, who is hereinafter referred to as "Individual M," in October 2008, Martin told Individual M that he was relocating to California and that he did not want to maintain his lease. Martin's housekeeper, who has been previously identified as Individual J, told investigating agents that Martin and his family had left for California in early October.

91. Although Martin is apparently now residing in California, he has maintained his Sheridan Home Residence. When questioned in late October 2008, Individual J told investigating agents that Martin had maintained his Sheridan Road Residence. Individual J was still employed as Martin's housekeeper at the residence. Moreover, an individual who lives next door to Martin's Sheridan Road Residence has told investigating agents that she has not observed any moving companies at Martin's Sheridan Road Residence in the last two to three months.

92. Martin's former personal assistant, Individual A, has told investigating agents that she arranged for the delivery of many of the items that Martin purchased with converted One World assets, including, *inter alia*, electronics and appliances purchased from Abt Electronics, the carpets purchased from Oscar Isberian Rugs, and furniture purchased from Caledonian to be delivered to Martin's Sheridan Road Residence. Abt records confirm the delivery of appliances and electronics to that address. "Individual L," an employee with Brian Andrew Design Center, the successor in

interest to Caledonian, has confirmed that the majority of Martin's Caledonian purchases were delivered to his Sheridan Road Residence. Although shipping records show that Martin's office furniture was initially delivered to One World, Individual A has stated that furniture was subsequently located at Martin's Lincoln Avenue office. In addition, sales records show that Martin shipped jewelry that he purchased from Wempe Jewelry Company in New York City and from Frances Klein in Beverly Hills to his Sheridan Road Residence.

93. Based on my training and experience conducting search warrants, and the training and experience of law enforcement officers with whom I have spoken, I am aware that individuals often keep jewelry and time pieces that they wear in their homes. If these items are of extremely high value, and those individuals are away from homes for any prolonged period of time, they may keep those items in a safe. Individual A has told investigating agents that she has observed a safe on the second floor of Martin's Sheridan Road Residence.

94. As set forth above, the evidence set forth in this affidavit establishes probable cause to believe that the items set forth in Attachment C, Section A hereto constitute the proceeds of or property traceable to proceeds of violations of 18 U.S.C. § 1343, and are thus subject to forfeiture to the United States pursuant to 18 U.S.C. § 981 (a)(1)(A). Based on evidence set forth above, there is probable cause to believe that the items identified in Attachment C, Section A including, *inter alia*, the carpets obtained from Oscar Isberian Rugs, appliances and electronics obtained from Abt Electronics, the Yamaha Disklavier piano purchased from Karnes Music Company, furniture obtained from Caledonian, and jewelry and wristwatches obtained from Wempe, Frances Klein and other jewelry vendors, are located in Martin's 184 Sheridan Road Residence, including any safes located therein.

95. The evidence set forth in this affidavit further establishes probable cause to believe that the items set forth in Attachment D, Section A hereto constitute the proceeds of or property traceable to proceeds of violations of 18 U.S.C. § 1343, and are thus subject to forfeiture to the United States pursuant to 18 U.S.C. § 981 (a)(1)(A). Based on evidence set forth above, there is probable cause to believe that the items identified in Attachment D, Section A including the Statement Diamond Ring and Grand Quartz Resonator wristwatch that Walsh purchased from Tiffany & Company as well as the woman's Jaeger Le Coultre Reverso Classique wristwatch that he purchased from Wempe Jewelry are located in the Wharton Drive Residence that Walsh transferred to his girlfriend on or about July 21, 2008, but where he apparently still resides.

96. Based on my training and experience conducting search warrants, and the training and experience of law enforcement officers with whom I have spoken, I am also aware that individuals often keep records related to their finances, including bank and investment account information, in their homes. This financial information can include information related to accounts used by individuals involved in a fraudulent scheme to conceal and disguise profits derived therefrom. Similarly, based on my training and experience, I am aware that individuals often store records related to their personal business ventures in their offices and homes.

97. In this case, there is probable cause to believe that Martin maintains these types of financial and business records in his Sheridan Road Residence. According to Individual M, Martin was scheduled to vacate his Lincoln Avenue office space on or about November 1, 2008, *i.e.*, Martin should no longer have his previous office space in Winnetka. Based on the foregoing, there is probable cause to believe that records related to Martin's finances as well as documents associated with his business ventures, including records associated with his movie production business

endeavors that were financed with converted One World funds, may be located at Martin's Sheridan Road residence.

98. Similarly, there is probable cause to believe that Walsh maintains financial and business records in his Wharton Drive Residence as Walsh's One World office was vacated in May 2008.

99. Based on the foregoing, there is probable cause to support the issuance of a search warrants for the documents, books and records described more specifically in Attachment C, Section B and Attachment D, Section B hereto, which constitute evidence and instrumentalities of violations of Title 18, United States Code, § 1343.

Probable Cause For Safety Deposit Box Search Warrants

100. Based on my training and experience conducting search warrants, and the training and experience of law enforcement officers with whom I have spoken, I am aware that in addition to keeping smaller items of value like jewelry and time pieces in their homes, individuals store these types of valuables in bank safety deposit boxes. In addition, individuals often use bank safety deposit boxes to store original copies of important financial and business records.

101. The government has obtained records from Northern Trust which reflect that Walsh opened a safety deposit box at Northern Trust's Waukegan Road Branch, located at 959 South Waukegan Road in Lake Forest, Illinois, on or about November 18, 2006. In particular, Northern Trust records indicate that Martin rents box number 254 at that location. Bank records further show that Martin last accessed his safety deposit box on or about May 15, 2008 – approximately 16 days after the government searched One World's offices and days after Walsh had liquidated the proceeds derived from the sale of the Salisbury Lane residence. Based on this foregoing, there is probable

cause to support the issuance of a warrant to search Walsh's Northern Trust safety deposit box for the items set forth in Attachment D hereto, which constitute the proceeds and evidence of violations of Title 18, United States Code, § 1343.

102. The government has obtained records from U.S. Bank and Citibank which reflect that Martin rents safety deposit boxes at both institutions. In particular, Martin rents a safety deposit box number bearing box number 500 at the Citibank branch located at 1825 Lake Cook Road, in Northbrook, Illinois as well as a safety deposit box, identified by account number 225800040847, and assigned box number 4084 at the U.S. Bank branch located at 700 Deerfield Road in Deerfield, Illinois. Martin opened both boxes on or about December 11, 2007 – less than two weeks after the NFA issued its November 30, 2007 Member Responsibility Action effectively enjoining One World's on-going business operations and just two days before the CFTC filed its civil action freezing One World's assets. According to Citibank and U.S. Bank records, Martin has not accessed either safety deposit box since the date he began renting the boxes. Based on this foregoing, there is probable cause to support the issuance of a warrant to search Martin's Citibank and U.S. Bank

safety deposit boxes for the items set forth in Attachment B, Section A, Paragraphs 1 -28 and Section B hereto, which constitute the proceeds and evidence of violations of Title 18, United States Code, § 1343.

FURTHER AFFIANT SAYETH NOT.

Special Agent Brent Potter
Federal Bureau of Investigation

Subscribed and sworn before me this
6th day of January, 2009,
Chicago, Illinois.

The Honorable Morton Denlow
United States Magistrate Judge
Northern District of Illinois

ATTACHMENT A - DESCRIPTION OF PREMISES TO BE SEARCHED

The premises to be searched, including any safes located therein, is 184 North Sheridan Road, Glencoe, Illinois, a white stucco two-story residence with a grey tiled roof, located just west of Sheridan Road, in Glencoe, Illinois. A placard bearing the address numerals 184 is located on the left side of the driveway of the residence just of Sheridan Road. The house is fronted by a circular driveway, with another driveway branching off to the north towards a detached white stucco three car garage. The front of the house contains seven windows on the second story, each with black wrought iron railing below the window, facing Sheridan Road, and six windows on the first story, also facing Sheridan Road. The solid wooden front door of the residence is located in the center of the house. A screened in porch is attached to the house on the south side.

ATTACHMENT B - DESCRIPTION OF PREMISES TO BE SEARCHED

The premises located at 608 Wharton Drive, Lake Forest, Illinois is further described as the southern half of a duplex-style residence that has blue-grey siding and white trim with an attached two car garage with separate white garage doors on the southern side of the residence. The driveway at the residence is black asphalt and the front door is located immediately north of the attached garage and to the south of a tree in the front yard. The mailbox located at the end of the driveway bears the numerals 608.

ATTACHMENT C -ITEMS TO BE SEIZED FROM MARTIN

A. Proceeds of violations of 18 U.S.C. § 1343 (wire fraud), specifically:

1. A ring described as a lady's platinum diamond ring comprised of a 3.31 carat oval diamond (identified in GSL / GIA diamond grading report number 15023897) set with two matching oval diamonds measuring a combined 1.83 additional carats.
2. A men's stainless steel Rolex Submariner wristwatch with a black dial, 6.95mm diameter crown, and stainless steel band clasped with a triple folding clasp (style number 14060).
3. An Aaron Basha baby shoe pendant comprised of 18K yellow gold with a pink enamel coat and a diamond encrusted shoe strap and toe.
4. A Franck Muller stainless steel "king-sized chronograph wristwatch with a black dial and yellow, Arabic numerals in a tonneau shape.
5. An Aaron Basha 18K white gold oval clasp pendant hung from a silk cord.
6. A Breitling Bentley Motors wristwatch comprised of an 18K yellow gold case with an alligator strap.
7. A woman's Rolex platinum Datejust wristwatch encrusted with a diamond bezel ring and dial with a mother of pearl inlay.
8. A pair of platinum diamond ear studs comprised of a 1.54 carat round diamond (identified in GSL / GIA diamond grading report number 15320385), and a 1.5 carat round diamond (GSL / GIA #14878240).
9. An automatic Piaget Polo bracelet wristwatch comprised of 18K yellow gold with Arabic numerals at the "12" and "3" o'clock locations and a date window at the six o'clock location, bearing serial number 911339.
10. A platinum art deco diamond clip pin, *circa* 1920's.

11. A platinum diamond tennis bracelet set with 38 round diamonds totaling 12.82 carats.
12. A woman's Rolex 18K yellow gold Datejust wristwatch, bearing serial number Y437619.
13. A men's Rolex Datejust wristwatch comprised of a stainless steel and yellow gold construction, bearing serial number Z072809.
14. A Cartier rounded desk clock with a palladium finish, of guilloche under pink lacquer, a white dial, and luminescent hands.
15. A Patek Philippe Caliber wristwatch comprised of 18K yellow gold with a silvery gray dial, gold applied hour markers, sapphire crystal case back, and a gold bracelet.
16. A large model "Ballon Blue De Cartier" round wristwatch, made of 18K yellow gold, set in a round case, paved with round-cut diamonds set in a 18K gold fluted crown set with a blue sapphire cabochon, silvered opaline dial, with Roman numerals, and sword-shaped blue steel hands, held in a 18K gold bracelet, bearing serial number 2601271485CE.
17. A small model "Tank Americaine" rectangular watch, made of 18K white gold case set with round-cut diamonds with an 18K white gold octagonal crown decorated with a diamond, bearing a silver grained dial, Roman numerals, sword-shaped blue steel hands, with a fabric strap, latched with an 18K gold adjustable buckle bearing serial number 2489110948LX.
18. A woman's Rolex Datejust wristwatch comprised of 18k white gold with stainless steel bezel.
19. Two platinum drop earrings comprised of 2 rose cut, pear shaped diamonds totaling 2.88 carats and 40 rose cut diamonds totaling 8.13 carats.
20. A diamond and platinum necklace, shaped in a bottom- heart design with diamond

encrusted leafs around the lower half of a chain leading to an approximately 2 carat pear-shaped diamond with an aggregate diamond carat weight of approximately 27 carats.

21. Diamond onyx cufflinks comprised of 18K white gold, containing 136 diamonds totaling 1.36 carats of G, VVS clarity.

22. A Rolex GMT model men's wristwatch, 18K yellow gold with a sapphire /ruby bezel and diamond lugs.

23. A Rolex Submariner men's wristwatch comprised of stainless steel and 18K gold construction.

24. A Rolex Datejust model, 18K yellow gold, diamond/green enamel dial, and diamond bezel.

25. A stainless steel Cartier Roadster tonneau-shaped chronograph watch with Roman numerals set at all stations except "3," "6," and "9" o'clock, with a date window at "3" o'clock, set against a black dial with white lines, bearing serial number 2618703394ce.

26. A stainless steel Breitling Super Ocean chronometer wristwatch with no numerals, a date window at the "6" o'clock station, a dark dial and a dark enamel bezel.

27. An Aaron Basha 18K yellow gold, pink sapphire baby shoe.

28. An Aaron Basha 18K yellow gold bracelet comprised of inter-locking heart-shaped sections.

29. Iranian rug measuring 13'2" x 19'8" described as a Tabriz design with black background.

30. Pakistani rug measuring 12'0" x 15'6" described as a Qum design with a light brown background.

31. Pakistani rug measuring 8'10" x 12'0" described as a Sultanabad design with an ivory

background.

32. Pakistani rug measuring 8'1" x 10'3" described as a Mashad design with black background.

33. Indian rug measuring 10'2" x 14'6" described as a Kennan design with red background.

34. Pakistani rug measuring 8'8" x 11'10" described as a Sultanabad design with a light green background.

35. Indian rug measuring 9'2" x 12'2" described as a Sultanabad design with a green background.

36. An antique inlaid Swedish bombe commode with three drawers designed in the early Louis XIV French style with original chased ormolu mounts, containing floral marquetry inlay on a ground of various pallis-andres, including rosewood, violetwood and/or kingwood.

37. An English reproduction of a mahogany hepplewhite style bow front chest with three drawers and a pull-out brushing slide, standing on splay feet, measuring 36.5 x 20.5 x 32 inches.

38. An English reproduction of a mahogany marquetry credenza with inlaid satinwood, rosewood and floral marquetry of various woods, measuring 57 x 19.5 x 36 inches.

39. An antique French octagonal mirror, *circa* 1890, with a canted double border, embellished with a crowning cabochon and shells and foliate designs around the well-molded straights measuring 34.25 inches wide and 47 inches high.

40. A dark brown leather executive chair with a high back and pneumatic height control of the following approximate measurements: 26 inches wide, 27 inches deep, 43 to 46 inches in height (with arm height of 26 to 29 inches, and seat height of 18 to 21 inches).

41. Chippendale style walnut veneer writing desk with cabriolet legs and five drawers;

shown with a medium brown leather top.

42. An English reproduction, mahogany breakfront bookcase with four glazed doors at the top, marked with astragal moldings and inlaid with ovals of crotch mahogany, all banded with satinwood and outlined with stringing of ebony and boxwood and a base with a central double cabinet flanked by two single cabinets, measuring approximately 86.25 x 17 x 90.5 inches.

43. An English reproduction of a mahogany Sheraton style serpentine sideboard with marquetry inlays on its front and satinwood inlaid banding on top, turned and reeded column legs, measuring 78 x 28 x 38 inches.

44. An antique English mahogany longcase clock, *circa* 1790, with a painted dial and eight day movement by Lister of Bolton. The clock's case is made with decorative inlay and veneers.

45. An English reproduction mahogany executive desk with canted comers, modesty panel and decorative astragal molding. A top drawer is flanked by two pedestals, each with a generous file drawer beneath two smaller drawers, an antiqued golden tan leather top, measuring 72 x 36 x 30 inches.

46. A leather wing back lounge chair with brass nail trim and antiqued medium brown hide, measuring 34 inches wide, 37 inches deep and 38 inches high.

47. A leather carved executive chair with brass nail trim and black hide, measuring 26 inches wide, 32 inches deep and 41 inches high.

48. A Sony 70" television; model #KDSR70XBR2, bearing serial number 9010492 and stand; model # SURS51U.

49. A Sony 60 " television; model #KDS60A2000, bearing serial number 9074230X.

50. A Sony 46" LCD flat television; model #KDL46V2500, bearing serial number

S01802075911.

51. A Sub-Zero 48" Stainless Steel Built-In Side-By-Side Refrigerator; model #BI48SSTH, bearing serial number 2654431.

52. A Sub-Zero Integrated Tall Combination Freezer/Refrigerator; model #700TCIRHD, bearing serial number 2571661.

53. A coffee / espresso machine bearing model # 13185.

54. A Nikon Digital Camera, model # D200KET, serial number SE03C0.

55. A Human Touch Robotic Massage Chair, model #HTI650LBK, serial number B410060003.

56. A Chicago Gaming Company Ms. Pac-Man And Galaga Arcade Home Edition; model #MSPGURAV, serial number 25ANPGUR1266.

57. A Yamaha Disklavier piano.

B. Evidence of violations of 18 U.S.C. § 1343 (wire fraud), specifically:

1. Financial records, including but not limited to books, records, lists, receipts, bank and savings and loan records of deposit, statements, and other bank records, letters of credit; money orders, cashier's checks, passbooks, canceled checks, certificates of deposit, lease agreements, loan records, customer account information, income and expense summaries, cash disbursement journals, financial statements, state and federal income tax returns, and financial records pertaining to the purchase, lease, sale or other disposition of real or personal property, including real estate, automobiles, jewelry, and furniture.

2. Documents, correspondence, memoranda and agreements related to One World Capital Group, LLC.

3. Documents, correspondence, memoranda and agreements related to Martin's

association with the production of *Order of Redemption*.

4. Credit cards and credit card account information, including but not limited to credit card numbers, cardholder names, and cardholder addresses.

5. Fruits of crimes and items of value that evidence wealth obtained from the fraudulent scheme: United States currency, precious metals, jewelry, and financial instruments, safe deposit box or storage facility lease agreements and the keys thereto, as well as records regarding the acquisition, use, and disposition of such items of value.

ATTACHMENT D -ITEMS TO BE SEIZED FROM WALSH

A. Proceeds of violations of 18 U.S.C. § 1343 (wire fraud), specifically:

1. A Tiffany & Company Statement Diamond Ring further described as a round diamond set in a platinum band with diamond side stones.
2. A Tiffany Grand Quartz Resonator wristwatch further described as a small, Swiss-made rectangular watch with a quartz resonator in a stainless steel, copper-colored dial, maintained in a stainless steel bracelet with a stainless steel band).
3. A woman's Jaeger Le Coultre Reverso Classique wristwatch, comprised of 18K gold, with a diamond bezel, powered by a quartz mechanism.

B. Evidence of violations of 18 U.S.C. § 1343 (wire fraud), specifically:

1. Financial records, including but not limited to books, 'records, lists, receipts, bank and savings and loan records of deposit, statements, and other bank records, letters of credit; money orders, cashier's checks, passbooks, canceled checks, certificates of deposit, lease agreements, loan records, customer account information, income and expense summaries, cash disbursement journals, financial statements, state and federal income tax returns, and financial records pertaining to the purchase, lease, sale or other disposition of real or personal property, including real estate, automobiles, jewelry, and furniture.
2. Documents, correspondence, memoranda and agreements related to One World Capital Group, LLC.
3. Documents, correspondence, memoranda and agreements related to Martin's association with the production of *Order of Redemption*.
4. Credit cards and credit card account information, including but not limited to credit card numbers, cardholder names, and cardholder addresses.

5. Fruits of crimes and items of value that evidence wealth obtained from the fraudulent scheme: United States currency, precious metals, jewelry, and financial instruments, safe deposit box or storage facility lease agreements and the keys thereto, as well as records regarding the acquisition, use, and disposition of such items of value.