

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA) No.
)
) Violations: Title 18, United States
) Code, Sections 1014, 1341, 1343
) and 1344
)
v.)
)
FORREST DAVID LAIDLEY)

COUNT ONE

The SPECIAL SEPTEMBER 2008 GRAND JURY alleges:

1. At times material to this indictment:

 a. Forrest Properties, Inc, (Forrest Properties) was a company owned and operated by defendant FORREST DAVID LAIDLEY. It had offices in Lincolnshire, Illinois and purported to be in the real estate development business.

 b. Defendant FORREST DAVID LAIDLEY (LAIDLEY) resided in Libertyville, Illinois and was the president and sole owner of Forrest Properties, through which the defendant engaged in a real estate development business.

 c. As a part of his real estate development business, the defendant offered and sold and caused the offer and sale of investments in the form of limited partnership interests and short term, high interest rate promissory notes the defendant at times called bridge loans. The defendant promised and personally guaranteed the payment of returns ranging from about 10% to as great as 40% on the promissory notes.

 d. The defendant usually offered and sold and caused the offer and sale of these investments in connection with particular purported real estate development projects such as

Lincolnshire Town Center, South Village Green, Glen Gateway Partners and Round Lake Properties.

e. Glen Gateway Partners was represented to be a project to acquire, design, construct and operate what was to be called The Glen Gateway Shopping Center. The property on which the project was to be constructed was Lot 15, also called Parcel 15, on a portion of what used to be the Glenview Naval Air Station. The defendant started raising funds for this project in or about 1999. During the period from in or about May 2002 to in or about September 2003, the defendant and Forest Properties sold all of the assets of the project in three stages to a third party (third party purchaser) before the project was completed.

f. Round Lake Properties was represented to be, at various times during the period from in or about 2001 to in or about 2004, the purported development of an eleven acre site, the purported development of about a twenty-five acre site or both in Round Lake, Illinois. The defendant referred to the eleven acre parcel as the Cedar Road Shopping Center Parcel and to the approximately twenty-five acre parcel as the Schroeder Nursery Commercial Parcel. Neither the defendant nor Forest Properties ever had an ownership interest in either property.

g. In addition to raising funds through the sale of limited partnership interests and promissory notes and through the sale of partnership assets, defendant LAIDLEY, usually in connection with these real estate development projects, attempted to, obtained and caused to be obtained loans and other extensions of credit, including bank financing from such financial institutions as Libertyville Bank and Trust Company, Northside Community Bank, CIB Bank and Union Bank, the deposits of which banks were insured by the Federal Deposit Insurance Corporation.

2. Beginning no later than in or about 1999 through at least in or about 2004, in the

Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, devised, intended to devise and participated in a scheme and artifice to defraud limited partners, promissory note holders, financial institutions and others and to obtain money and property, including funds belonging to and in the custody of financial institutions, by means of materially false and fraudulent pretenses, promises and representations and by material omissions, all of which affected financial institutions and is more fully discussed below.

3. It was part of defendant LAIDLEY's scheme that defendant LAIDLEY fraudulently obtained, retained and used over \$10,000,000 raised through the offer and sale of investments, through bank financing and through other financial transactions related to defendant's real estate development business. In fraudulently obtaining and retaining these funds, defendant LAIDLEY misrepresented and caused to be misrepresented the expected return on investments, the risks associated with investments, his ownership of property, his ownership of loan collateral, his financial condition, the status of investments and the use of proceeds obtained. The defendant commingled these fraudulently obtained funds and at times misappropriated them in part to make ponzi-type payments to investors, to repay delinquent loans including bank loans, to benefit unrelated real estate development projects and to benefit himself.

Promissory Notes

4. It was further part of the scheme that defendant LAIDLEY, in offering and selling and in causing the offer and sale of the promissory notes, promised to pay returns of as much as 40%, at times when the defendant was already in default on certain earlier notes, that is the defendant had failed to make promised payments when due, a fact the defendant did not disclose to

prospective promissory note purchasers.

5. It was further part of the scheme that defendant LAIDLEY, in offering and selling and causing the offer and sale of the promissory notes, personally guaranteed payment on the notes, at times when the defendant was already in default on earlier notes, a fact the defendant did not disclose to prospective promissory note purchasers.

6. It was further part of the scheme that defendant LAIDLEY, in offering and selling and causing the offer and sale of the promissory notes, represented that Forrest Properties guaranteed payment on the notes, at times when Forrest Properties was already in default on earlier notes, a fact the defendant did not disclose to prospective promissory note purchasers.

7. It was further part of the scheme that defendant LAIDLEY, in offering and selling and causing the offer and sale of promissory notes in connection with the Glen Gateway Partners project, represented that the promissory notes were “collateralized by a partnership lien on Parcel 15 at the GLEN in the amount of principal and unpaid interest of the Note until this Note is paid in full.” The defendant then sold in stages the entire Glen Gateway Partners project including Parcel 15, without either making the promised payments to promissory note purchasers or informing them of the sale of the property.

8. It was further part of the scheme that defendant LAIDLEY, in offering and selling and causing the offer and sale of promissory notes in connection with Round Lake Properties, represented that the promissory notes “would act as a lien on the underlying land parcel of Forest Properties Parcel in Round Lake, Illinois” and that the “note is secured by both parcels of land,” at times when the defendant knew that neither he nor Forrest Properties owned either parcel of property.

9. It was further part of the scheme that defendant LAIDLEY represented and caused to be represented that Forrest Properties co-owned the Schroeder Nursery parcel and that certain promissory note purchasers had a lien or a mortgage against the property, when the defendant knew that neither the defendant nor Forrest Properties had an ownership interest in the property.

10. It was further part of the scheme that defendant LAIDLEY misled certain promissory note purchasers and prospective purchasers about the use of proceeds and failed to disclose and otherwise concealed from certain promissory note purchasers and prospective purchasers that at times either the defendant did not have the funds available to pay the promised guaranteed high rates of return in short periods of time to all promissory note purchasers or had otherwise chosen not to pay the promised, guaranteed high rates of return to certain earlier note purchasers, without raising funds from new investors to make the payments

Glen Gateway Partners Limited Partnerships

11. It was further part of the scheme that defendant LAIDLEY offered and sold and caused the offer and sale of limited partnership interests at \$25,000 per unit in Glen Gateway Partners, projecting returns of 19.5% for the first full year of operation with at least a doubling of equity value in three years, without disclosing the defendant's failure to make payments to previous investors, some of which the defendant personally guaranteed.

12. It was further part of the scheme that defendant LAIDLEY represented and caused to be represented to Glen Gateway Partners limited partners and prospective limited partners that the general partner, Forrest Properties, may only "sell all or substantially all of the assets of the Partnership in a single or series of related transactions or cause the Partnership to enter into a merger or other reorganization only with the approval of Investors owning at least a majority of the

Units.” Nonetheless, in a series of three transactions during the period from in or about May 2002 to in or about September 2003, defendant LAIDLEY and Forrest Properties sold the entire Glen Gateway Partners project to a third party purchaser, without notifying at least most of the limited partners and promissory note purchasers and without seeking the authorization of a majority of limited partners.

13. It was further part of the scheme that defendant LAIDLEY represented and caused to be represented to Glen Gateway Partners limited partners and prospective limited partners that “the Partnership will distribute 100% of the proceeds from the sale or refinancing of any of the Project assets to the Limited Partners prior to any distributions to the General Partner until each Investor Limited Partner has received 100% of their Original Capital investment,” when defendant LAIDLEY sold the entire project in a series of three transactions, concealed the transactions from at least most of the limited partners and promissory note purchasers, distributed none of the proceeds to limited partners and misappropriated a substantial amount of the funds for unrelated projects and for personal expenses, including a nearly \$17,000 payment on the defendant’s summer home mortgage, a \$100,000 payment on a bank loan and over \$100,000 in payments on loans made by individuals.

14. It was further part of the scheme that, upon limited partners discovering the defendant’s unauthorized sale of the entire Glen Gateway project, defendant LAIDLEY, through a series of letters and other communications with limited partners, attempted to conceal his misappropriations and lull investors by misrepresenting the amount raised through the sale of limited partnership interests, promissory notes and the sale of partnership assets; by misrepresenting how the proceeds raised were spent; and, by representing that limited partners would receive their

principal plus interest in a matter of weeks, when the defendant knew he did not have the financial ability to do so without continuing his scheme.

Bank Financing

15. It was further part of the scheme that defendant LAIDLEY supplemented his fraudulently obtained funds from investors with loans the defendant fraudulently obtained from others, including banks. For instance, in June 2000, defendant LAIDLEY misrepresented his and Forrest Properties' financial conditions in obtaining an \$800,000 line of credit from the Libertyville Bank & Trust Company and another \$700,000 in July 2000. Defendant LAIDLEY failed to disclose that both the defendant and Forrest Properties had guaranteed hundreds of thousands of dollars of promissory notes, over \$100,000 of which were in default.

16. It was further part of the scheme that defendant LAIDLEY fraudulently obtained a \$1,500,000 loan from Northside Community Bank in January 2001, by misrepresenting his and Forrest Properties' financial conditions. Defendant LAIDLEY failed to disclose his \$1,600,000 in outstanding loans from Libertyville Bank & Trust Company and also failed to disclose the personal guarantees of hundreds of thousands of dollars of promissory notes, over \$100,000 of which were in default.

17. It was further part of the scheme that, in or about July 2001, defendant LAIDLEY fraudulently provided as additional loan collateral to Northside Community Bank a mortgage and assignment of rents on property the defendant knew he was not authorized to pledge. As part of the transaction, defendant LAIDLEY gave the bank a Direction to Trustee that the defendant knew contained a forged signature.

18. It was further part of the scheme that in or about September 2002, in an effort to

secure about \$6,200,000 in financing for the Glen Gateway Partners project with the third party purchaser, defendant LAIDLEY submitted a financial statement to the CIB Bank, which misrepresented his financial condition by understating his liabilities, including failing to disclose the Libertyville Bank & Trust Company loan, the Northside Community Bank loan and his and Forrest Properties' guarantees of promissory notes, over \$100,000 of which were in default.

Misappropriation of Funds

19. It was further part of the scheme that defendant LAIDLEY intended to and did commingle the funds from all sources and at times misappropriated funds to benefit unrelated projects, to benefit himself and his family and to make ponzi-type payments. That is, the defendant and Forrest Properties at times had insufficient revenues to pay promised returns to all investors and at various times made payments to earlier investors using new investors' funds. For instance, on or about November 12, 2003, defendant LAIDLEY accepted a \$40,000 cashier's check from a new promissory note purchaser and endorsed the same check for payment to an earlier investor as payment on an overdue promissory note.

Lulling and Concealment

20. It was further part of the scheme that defendant LAIDLEY took steps to make complaining investors and lenders falsely believe that they would be paid. For example, defendant LAIDLEY falsely represented to certain investors that he had a certificate of deposit from which investors would be paid. As another example, defendant LAIDLEY provided checks to certain investors drawn on insufficient funds to lull them. As another example, defendant LAIDLEY told certain complaining investors they would be paid within a short period of time and then did not pay them. The defendant also misrepresented, concealed and hid, and caused to be misrepresented,

concealed and hidden, certain material facts, including the acts and purposes of the acts done in furtherance of the scheme and his receipt of certain funds in connection with the scheme.

21. As a result of defendant LAIDLEY's fraudulent scheme, the defendant fraudulently obtained and retained over \$10,000,000, which the defendant used as he chose as part of his scheme. Although defendant LAIDLEY used a portion of these fraudulently obtained funds to make ponzi-type payments to investors and lenders, about 40 Glen Gateway Partners limited partners still lost over \$2,000,000. Promissory note purchasers, whose investments were all personally guaranteed by defendant LAIDLEY, lost over \$6,000,000.

22. On or about November 11, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the direction thereon to Palatine, Illinois, an envelope addressed to Investor A containing a letter to Glen Gateway limited partners from defendant LAIDLEY, among other things, representing that limited partners "will receive all of your original investment in full (with some additional interest), with 50% paid by the end of 2003, and the balance by March 2003" and misrepresenting how the defendant used the funds obtained from limited partners, from promissory note purchasers and from the sale of the project to a third party purchaser;

In violation of Title 18, United States Code, Section 1341.

COUNT TWO

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.

2. On or about November 11, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the direction thereon to Glenview, Illinois, an envelope addressed to Investor B containing a letter to Glen Gateway Partners limited partners from defendant LAIDLEY, among other things, representing that limited partners "will receive all of your original investment in full (with some additional interest), with 50% paid by the end of 2003, and the balance by March 2003" and misrepresenting how the defendant used the funds obtained from limited partners, from promissory note purchasers and from the sale of the project to a third party purchaser;

In violation of Title 18, United States Code, Section 1341.

COUNT THREE

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.

2. On or about November 11, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the direction thereon to Glenview, Illinois, an envelope addressed to Investor C containing a letter to Glen Gateway Partners limited partners from defendant LAIDLEY, among other things, representing that limited partners "will receive all of your original investment in full (with some additional interest), with 50% paid by the end of 2003, and the balance by March 2003" and misrepresenting how the defendant used the funds obtained from limited partners, from promissory note purchasers and from the sale of the project to a third party purchaser;

In violation of Title 18, United States Code, Section 1341.

COUNT FOUR

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.

2. On or about November 11, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the direction thereon to Northbrook, Illinois, an envelope addressed to Investor D containing a letter to Glen Gateway Partners limited partners from defendant LAIDLEY, among other things, representing that limited partners "will receive all of your original investment in full (with some additional interest), with 50% paid by the end of 2003, and the balance by March 30, 2003" (sic) and misrepresenting how the defendant used the funds obtained from limited partners, from promissory note purchasers and from the sale of the project to a third party purchaser;

In violation of Title 18, United States Code, Section 1341.

COUNT FIVE

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about December 10, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be delivered by United States mail, according to the direction thereon to Northbrook, Illinois, an envelope addressed to Investor D containing a letter to Glen Gateway Partners limited partners from defendant LAIDLEY, among other things, representing that limited partners would receive repayment of their capital plus 7% interest in two payments, those being on January 7, 2004 and January 24, 2004;

In violation of Title 18, United States Code, Section 1341.

COUNT SIX

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about March 19, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be transmitted by means of wire communication in interstate commerce certain wirings, signs, signals, and sounds from San Francisco, California to the Northern District of Illinois namely the wiring of \$50,000 from Investor E's Schwab account to Forrest Properties bank account to purchase a promissory note from the defendant;

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

COUNT SEVEN

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about March 26, 2003, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of executing the scheme and attempting to do so, knowingly caused to be transmitted by means of wire communication in interstate commerce certain wirings, signs, signals, and sounds from San Francisco, California to the Northern District of Illinois namely the wiring of \$50,000 from Investor E's Schwab account to Forrest Properties bank account to purchase a promissory note from the defendant;

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

COUNT EIGHT

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about January 23, 2001, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of knowingly executing and attempting to execute the scheme, caused Northside Community Bank to extend to the defendant a \$1,500,000 loan, in part by understating his liabilities including by failing to disclose \$1,600,000 in loans from Libertyville Bank & Trust Company and hundreds of thousands of dollars of promissory notes personally guaranteed by the defendant, over \$100,000 of which were in default;

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

COUNT NINE

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about July 20, 2001, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of knowingly executing and attempting to execute the scheme, provided Northside Community Bank with a Direction to Trustee containing what the defendant knew to be a forged signature in connection with providing the bank with requested additional collateral for a \$1,500,000 loan;

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

COUNT TEN

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about February 22, 2002, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of knowingly executing and attempting to execute the scheme, caused to be provided to the Libertyville Bank & Trust Company a financial statement for the purpose of maintaining a nearly \$1,000,000 loan from the bank, such financial statement being false and misleading in that the defendant materially understated his liabilities, by failing to disclose a \$1,500,000 loan from Northside Community Bank and hundreds of thousands of dollars of promissory notes the defendant guaranteed, and in that the defendant falsely stated that “I have never defaulted on a financial obligation” when over \$100,000 of the promissory notes had been in default;

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

COUNT ELEVEN

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraphs 1 through 21 of Count One are realleged and incorporated as if fully set out in this count.
2. On or about September 1, 2002, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, for the purpose of knowingly executing and attempting to execute the scheme, caused to be provided to CIB Bank a financial statement in connection with attempting to obtain a \$6,200,000 loan, such financial statement being materially false and misleading in that the defendant understated his liabilities, including by failing to disclose a \$1,500,000 loan from Northside Community Bank, a nearly \$1,000,000 loan from Libertyville Bank and Trust Company and hundreds of thousands of dollars of promissory notes the defendant personally guaranteed and in that the defendant represented that “I have never defaulted on a financial obligation”, when over \$100,000 of the promissory notes had been in default;

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

COUNT TWELVE

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraph 1 of Count One is realleged and incorporated as if fully set out in this count.
2. On or about June 23, 2000, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, knowingly made a false statement for the purpose of influencing the action of Libertyville Bank & Trust Company upon an \$800,000 line of credit, in that defendant LAIDLEY submitted a financial statement to Libertyville Bank & Trust Company in which the defendant falsely represented that he had “never defaulted on a financial obligation”, when both defendant LAIDLEY and Forrest Properties had defaulted on promissory notes they had guaranteed. In the same financial statement, the defendant also understated his liabilities in that he failed to disclose any of the promissory notes, which he had personally guaranteed;

In violation of Title 18, United States Code, Section 1014.

COUNT THIRTEEN

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraph 1 of Count One is realleged and incorporated as if fully set out in this count.
2. On or about January 23, 2001, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, knowingly made a false statement for the purpose of influencing the action of Northside Community Bank upon a \$1,500,000 loan, in that defendant LAIDLEY submitted financial information to Northside Community Bank, which understated the defendant's liabilities by failing to disclose \$1,500,000 in loans from Libertyville Bank & Trust Company and by failing to disclose hundreds of thousands of dollars of promissory notes, which the defendant had personally guaranteed, over \$100,000 of which were in default.

In violation of Title 18, United States Code, Section 1014.

COUNT FOURTEEN

The SPECIAL SEPTEMBER 2008 GRAND JURY further charges:

1. Paragraph 1 of Count One is realleged and incorporated as if fully set out in this count.
2. On or about September 1, 2002, in the Northern District of Illinois, Eastern Division, and elsewhere,

FORREST DAVID LAIDLEY,

defendant herein, knowingly made a false statement for the purpose of influencing the action of CIB Bank upon an application for a \$6,200,000 loan in that defendant LAIDLEY caused a financial statement and other information to be submitted to the bank in which the defendant inflated his income, understated his liabilities by failing to disclose a \$1,500,000 loan from Northside Community Bank, a nearly \$1,000,000 loan from Libertyville Bank & Trust Company and hundreds of thousands of dollars of promissory notes which he had personally guaranteed, over \$100,000 of which had been in default in contradiction to the defendant's statement to the bank that he had "never defaulted on a financial obligation";

In violation of Title 18, United States Code, Section 1014.

FORFEITURE ALLEGATION

The SPECIAL SEPTEMBER 2008 GRAND JURY further alleges:

1. The allegations in Counts One through Fourteen of this indictment are hereby realleged and incorporated as if fully set out for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of defendant LAIDLEY's violations of Title 18, United States Code, Sections 1014, 1341, 1343 and 1344, as alleged in Counts One through Thirteen, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all right, title, and interest he may have in any property constituting, and derived from, proceeds he obtained directly or indirectly as the result of such violations.

3. The interests of the defendant subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), include the sum of at least \$8,000,000.

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

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c);

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY