

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA	)	
	)	No.
v.	)	
	)	Violation: Title 18, United States
ROBERT DURCHSLAG	)	Code, Section 1343

**COUNT ONE**

The SPECIAL JANUARY 2012 GRAND JURY charges:

1. At times material to this indictment:
  - a. Singles Roofing Company Inc. was a roofing contractor headquartered in Elgin, Illinois. Defendant ROBERT DURCHSLAG was the President of Singles Roofing.
  - b. Singles Roofing had bank accounts at Bank of America, First Midwest Bank, and Fifth Third Bank. Defendant DURCHSLAG controlled these accounts.
  - c. Building Materials Corporation of America, d/b/a GAF-ELK, was a roofing manufacturer headquartered in Wayne, New Jersey. GAF also maintained an Illinois office in Woodridge, Illinois.
  - d. In or around April of 2008, Singles Roofing and GAF entered into a contractual agreement. The terms of the agreement provided, among other things, that GAF would supply Singles Roofing with roofing materials and

supplies on credit, and in exchange, Singles Roofing would pay GAF all applicable fees within invoice terms.

e. On or about July 1, 2009, Singles Roofing failed to pay its GAF invoice totaling approximately \$122,939.39.

2. Beginning no later than in or around June 2009, and continuing through at least November 2009, at Woodridge, in the Northern District of Illinois, Eastern Division, and elsewhere,

ROBERT DURCHSLAG,

defendant herein, devised and intended to devise a scheme to defraud GAF, and to obtain money and property from GAF by means of materially false and fraudulent pretenses, representations, and promises, and by material omissions, which scheme is further described below.

3. It was part of the scheme that defendant DURCHSLAG obtained and attempted to obtain from GAF roofing materials and supplies on credit by making materially false and fraudulent representations to GAF about Singles Roofing's financial status, its assets, its ability to pay for the items GAF provided on credit, and other material matters.

4. It was further part of the scheme that during June 2009, Singles Roofing's bank account at Bank of America began running a low balance. In an effort to falsely inflate the balance in the account, between approximately June

23, 2009 and July 6, 2009, defendant DURCHSLAG deposited 18 non-sufficient funds (NSF) checks into the account. These NSF checks falsely inflated the balance in the account by approximately \$2,885,000. Defendant then withdrew approximately \$683,269 from the account, and used the funds to pay Singles Roofing's expenses and personal expenses.

5. It was further part of the scheme that in early July 2009, in an effort to continue to receive supplies from GAF on credit without paying Singles Roofing's outstanding invoices, defendant DURCHSLAG falsely and fraudulently represented to GAF that Singles Roofing had failed to pay its July 1, 2009 invoice because Singles Roofing had been the victim of an embezzlement. As defendant knew, Singles Roofing had not been the victim of an embezzlement.

6. It was further part of the scheme that on or about July 13, 2009, defendant DURCHSLAG caused a letter to be prepared falsely representing that Bank of America had notified Singles Roofing that Singles Roofing had been the victim of "a substantial fraud." The letter further represented that Singles Roofing's bank accounts at Bank of America would remain frozen "pending an audit and investigation of the individual responsible," and that Singles Roofing was cooperating "with all bank and regulatory authorities in the investigation of this fraud." As defendant knew, Singles Roofing had not been the victim of "a substantial fraud," and it was defendant's deposit of NSF checks that was

responsible for causing Bank of America to freeze Singles Roofing's bank account.

7. It was further part of the scheme that on or about July 14, 2009, defendant caused this letter to be faxed to GAF to induce GAF to continue to provide materials to Singles Roofing on credit, and to delay GAF's efforts to collect money that Singles Roofing owed.

8. It was further part of the scheme that on or about July 27, 2009, defendant DURCHSLAG emailed GAF a letter purporting to be from an investigator at Bank of America, which falsely and fraudulently represented that Singles Roofing had been the victim of an approximately \$17.8 million embezzlement. As defendant knew, the letter purporting to be from an investigator at Bank of America had been forged, and the representations made within the letter were false.

9. It was further part of the scheme that on or about August 18, 2009, in an effort to lull GAF into believing that Singles Roofing had the funds available to pay GAF what it owed, and to induce GAF to continue to allow Singles Roofing to purchase materials on credit, defendant DURCHSLAG offered to pay GAF \$800,000 towards the amount owed on Singles Roofing's account.

10. It was further part of the scheme that on or about August 19, 2009, to induce GAF into believing that Singles Roofing had the funds available to pay

GAF the money it owed, defendant DURCHSLAG emailed GAF financial statements for Singles Roofing dated May 31, 2009, which contained materially false and fraudulent representations, including:

a. Singles Roofing owned a money market account that contained approximately \$46,970,705. As defendant knew, Singles Roofing's money market account contained far less than \$46,970,705; and

b. Singles Roofing had a backlog of signed contracts with various entities, including, among others, a \$2 billion contract with NASA. As defendant knew, Singles Roofing had not signed any contract with NASA, let alone a \$2 billion contract.

11. It was further part of the scheme that in an effort to continue to lull GAF into believing that Singles Roofing had funds available to pay what it owed to GAF, and to further induce GAF to continue to provide Singles Roofing with materials on credit, defendant DURCHSLAG offered to pay money to GAF that he knew Singles Roofing did not have, and provided checks to GAF that were returned NSF, including a \$980,000 NSF check that defendant knew would be returned because the account did not have sufficient funds.

12. It was further part of the scheme that defendant misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hidden, the purposes of the scheme, and the acts done in furtherance of the scheme.

13. It was further part of the scheme that defendant DURCHSLAG fraudulently obtained a total of approximately \$1,822,642 in roofing materials and supplies from GAF.

14. On or about July 27,2009, at 1:28 p.m., at Woodridge, in the Northern District of Illinois, Eastern Division, and elsewhere,

ROBERT DURCHSLAG,

defendant herein, for the purpose of executing the scheme, knowingly transmitted, and caused to be transmitted, by means of wire communication in interstate commerce between Addison, Texas and Woodridge, Illinois, certain writings, signs, and signals, namely, an email from bob@singlesroofinginc.com to jkozak@gaf.com, which contained a materially false and fraudulent letter purporting to be from an investigator at Bank of America;

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

## **COUNT TWO**

The SPECIAL JANUARY 2012 GRAND JURY further charges:

1. Paragraphs 1 through 13 of Count One of this indictment are incorporated here.

2. On or about August 19, 2009, at 11:40 a.m., at Woodridge, in the Northern District of Illinois, Eastern Division, and elsewhere,

ROBERT DURCHSLAG,

defendant herein, for the purpose of executing the scheme, knowingly transmitted, and caused to be transmitted, by means of wire communication in interstate commerce between Addison, Texas and Woodridge, Illinois, certain writings, signs, and signals, namely, an email from bob@singlesroofinginc.com to jkozak@gaf.com, which contained materially false and fraudulent financial statements for Singles Roofing;

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

### **COUNT THREE**

The SPECIAL JANUARY 2012 GRAND JURY further charges:

1. Paragraphs 1 through 13 of Count One of this indictment are incorporated here.

2. On or about July 14, 2009, at 11:58 a.m., at Woodridge, in the Northern District of Illinois, Eastern Division, and elsewhere,

ROBERT DURCHSLAG,

defendant herein, for the purpose of executing the scheme, knowingly caused to be transmitted, by means of wire communication in interstate commerce between Woodridge, Illinois and Wayne, New Jersey, certain writings, signs, and signals, namely, an email from jkozak@gaf.com to mmerson@gaf.com, which contained a materially false and fraudulent letter representing that Singles Roofing had been the victim of a substantial fraud, and was cooperating with all bank and regulatory authorities in the investigation of the fraud;

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



## **FORFEITURE ALLEGATION**

The SPECIAL JANUARY 2012 GRAND JURY further charges:

1. The allegations contained in Counts One through Three of this Indictment are incorporated here 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 his violations of Title 18, United States Code, Section 1343, as alleged in the foregoing indictment,

ROBERT DURCHSLAG,

defendant herein, 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, real and personal, constituting, and derived from, proceeds obtained, directly and indirectly, from his wire fraud, namely, a total of approximately \$2,505,911.

3. If any of the property subject to forfeiture and described above, as a result of any act or omission of the 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 18, United States Code, Section 982(b)(1) and 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:

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FOREPERSON

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UNITED STATES ATTORNEY