

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FILED - GR
September 7, 2011 5:12 PM
TRACEY CORDES, CLERK
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY ____/____/____ SCANNED BY ____/____/____

UNITED STATES OF AMERICA,

Plaintiff,

v.

No.

1:11-cr-257

Hon.

**Gordon J Quist
U.S. District Judge**

GERALD EUGENE SINGER

Defendant.

INDICTMENT

The Grand Jury charges:

COUNT 1

(Mail Fraud - Arson for Profit)

That from December 1991 to May 2009, in Muskegon County, in the Southern Division
of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did knowingly and unlawfully devise a scheme and artifice to defraud Allstate
Insurance, Michigan Millers Mutual Insurance, American States Insurance, Auto Owners
Insurance, Hartford Insurance, Westport Insurance, Farm Bureau General Insurance Company,
Ohio Casualty Insurance, Foremost Insurance, and other persons and corporations of money,
funds, credits and similar property rights.

The Scheme to Defraud

Defendant Singer devised an **arson for profit scheme**. The scheme and artifice consisted of the defendant acquiring a legal interest in various pieces of real estate. As part of the scheme, defendant Singer acquired a legal interest in properties where the purchase price was well below market average. Defendant Singer also obtained insurance coverage for the building and contents, either directly or through the use of third parties. Defendant Singer insured his properties, and caused others to insure properties for him, for insurance coverage amounts significantly greater than his purchase price. On some of the properties, defendant Singer used “land contract” agreements to distance and obscure his legal interest in the properties.

The defendant then caused properties to be destroyed by deliberately set fires. The defendant concealed his ownership in buildings and his role in the arson of various buildings from the victim insurance companies. Whenever possible, defendant Singer concealed information from the insurance companies concerning his prior fire losses.

After intentionally causing a property to be destroyed by fire, defendant Singer caused papers and documents to be submitted as part of an insurance claim against the destroyed property. If the insurance company failed to pay the insurance claim, defendant Singer fraudulently and dishonestly used the civil legal system to bring a lawsuit against the insurance company.

When defendant Singer obtained an insurance payment after a fire, he did not use the insurance payment to rebuild and replace the destroyed structure. Instead, he kept the insurance payments for his personal benefit.

As part of his arson for profit scheme, the defendant acquired a legal interest in the following properties, caused the properties to be insured and then caused the properties to be destroyed by intentionally set fires:

Date of Fire	Property	Insurance Provider
March 1, 1993	530 Elliott Street, Grand Haven, MI	Allstate Insurance
July 23, 1995	2809 Hoyt, Muskegon Heights, MI	Michigan Millers Mutual Insurance
August 25, 1996	3101 8 th Street, Muskegon Heights, MI	American States Insurance
September 1, 1997	2818 Peck and 2820 Peck, Muskegon Heights, MI	Auto Owners Insurance
June 20, 1999	1292 E. Broadway, Norton Shores, MI	Hartford Insurance, Westport Insurance
August 22, 2002	2340 Wood, Muskegon Heights, MI	Farm Bureau General Insurance Company
June 21, 2006	1019 E. 35 th Place, Gary, Indiana	Ohio Casualty Insurance
November 9, 2006	250 Myrtle St., Muskegon, MI	Foremost Insurance
August 28, 2007	2608 - 2614 7 th Street, Muskegon Heights, MI	Farm Bureau General Insurance Company

In addition, defendant Singer provided false information to the insurance companies regarding matters material and relevant to his insurance claims.

In addition, during the time period of September 2006 to October 2006, defendant Singer solicited his tenant at 2736 Eighth Street, Muskegon Heights, Michigan, to burn down that rental property.

In addition, during the time period of February 2007 to September 2007, defendant Singer solicited his land contract purchaser at 307 E. Columbia, Muskegon Heights, Michigan, to burn down that investment property.

Once defendant Singer received the insurance payments against the fire destroyed buildings, defendant Singer disposed of his interest in the damaged and destroyed real estate properties through various means and methods, including: tax sales, outright gifts, abandonment and nominal amount sales transactions.

Mailings In Furtherance of the Scheme

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term “delivery” includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier.

Mailings with regard to the investment property located at 250 Myrtle Street:

The mail fraud scheme included the following deliveries in the Western District of Michigan:

On or about **November 10, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer’s insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **November 14, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **November 17, 2006**, the defendant caused Major Metcalf, of the Muskegon Fire Department to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Muskegon, Michigan to William McGovern of Foremost Insurance, in Grand Rapids, Michigan.

On or about **December 11, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **December 14, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **December 18, 2006**, defendant Singer sent an envelope containing documents relating to Singer's insurance coverage for delivery, from Muskegon, Michigan to Foremost Insurance, in Grand Rapids, Michigan.

On or about **December 20, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to Ken Shelley Associates, in Kalamazoo, Michigan.

On or about **January 9, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **January 22, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **January 22, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance coverage for delivery, from Grand Rapids, Michigan to the Interim Deputy Director of the Fire Services Department in Muskegon, Michigan.

Mailings with regard to the rental property located at 2608 Seventh Street:

On or about **September 28, 2007**, the defendant sent an envelope containing documents relating to Singer's insurance coverage for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **September 11, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance coverage for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **October 23, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **October 31, 2008**, the defendant caused the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **November 28, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **December 26, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **May 7, 2009**, the defendant caused the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

18 U.S.C. § 1341

COUNT 2

(Use of Fire to Commit Mail Fraud)

That from April 1996, to April 2003, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet the use of fire to commit a mail fraud, with mail fraud being a felony which may be prosecuted in a court of the United States.

The defendant devised a "false insurance claim" mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the fraud scheme, the defendant used fire, and caused another person to use fire, to intentionally destroy **the investment property/residence at 3101 8th Street, Muskegon Heights, Michigan.** It was part of the defendant's mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company providing insurance coverage.

After the residence was destroyed by fire, defendant Singer did submit false and misleading insurance claims for the value of the building and its contents.

As part of the scheme to defraud the insurance company, defendant Singer provided false information relating to his insurance claim submitted to American States Insurance Company (ASI). In particular, the defendant claimed that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following deliveries:

On or about **October 24, 2002**, the defendant caused a clerk for the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan.

On or about **November 19, 2002**, the defendant caused a clerk for the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan.

On or about **December 19, 2002**, the defendant caused a clerk for the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan.

On or about **February 4, 2003**, the defendant caused his attorney R. Curtis Mabbitt, Jr., to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand

Rapids, Michigan.

On or about **April 28, 2003**, the defendant caused attorney Mike Small to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Grand Rapids, Michigan to Judge Graves, in Muskegon, Michigan.

On or about **April 30, 2003**, the defendant caused Judge Graves' clerk to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan.

Defendant Singer caused All States Insurance Company a financial loss of at least \$14,000.00.

18 U.S.C. § 844(h)(1)
18 U.S.C. § 1341
18 U.S.C. § 2

COUNT 3

(Use of Fire to Commit Mail Fraud)

That from June 1999, to January 2003, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet the use of fire to commit a mail fraud, with mail fraud being a felony which may be prosecuted in a court of the United States.

The defendant devised a "false insurance claim" mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the fraud scheme, the defendant caused another person to use fire to intentionally destroy **the commercial property at 1292 E. Broadway, Norton Shores, Michigan, known as The Fair, a retail fabric store.** It was part of the defendant's mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company that provided insurance coverage.

After the business was destroyed by fire, defendant Singer (1) submitted insurance claims knowing that the building had been intentionally destroyed, and (2) submitted false and misleading insurance claims for the value of the building.

As part of the scheme to defraud the insurance company, defendant Singer provided false information relating to his insurance claim submitted to the Hartford Casualty Insurance Company, hereinafter, Hartford, and to the Westport Insurance Company, hereinafter Westport. In particular, the defendant claimed that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance

company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following deliveries:

On or about **October 2, 2001**, the defendant caused documents to be sent, relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan, to the Michigan Insurance Commissioner, in Lansing, Michigan.

On or about **October 16, 2001**, the defendant caused the Muskegon County Circuit Court to send documents relating to Singer's civil lawsuit based on an insurance claim, for delivery from Muskegon, Michigan, to attorney Michael Small, in Grand Rapids, Michigan.

On or about **January 7, 2002**, the defendant caused the Muskegon County Circuit Court to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan, to attorney Michael Small, in Grand Rapids, Michigan, and to attorney Robert Aardema, in Ada, Michigan.

On or about **January 11, 2002**, the defendant caused attorney Michael Small, in Grand Rapids, Michigan to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, to the Muskegon County Circuit Court, in Muskegon, Michigan.

On or about **March 18, 2002**, the defendant caused the Muskegon County Circuit Court to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan, to attorney Michael Small, in Grand Rapids, Michigan.

On or about **April 4, 2002**, the defendant caused his attorney, R. Curtis Mabbitt, Jr., to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan, and to attorney Robert Aardema, in Ada, Michigan.

On or about **June 5, 2002**, the defendant caused his attorney, R. Curtis Mabbitt, Jr., to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan, and to attorney Robert Aardema, in Ada, Michigan.

On or about **September 4, 2002**, the defendant caused attorney Michael Small, in Grand Rapids, Michigan to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, to attorney R. Curtis Mabbitt, Jr. (the attorney representing Gerald Singer), in Muskegon, Michigan.

On or about **November 4, 2002**, the defendant caused his attorney, R. Curtis Mabbitt, Jr., to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan, and to attorney Robert Aardema, in Ada, Michigan.

On or about **November 13, 2002**, the defendant caused his attorney, R. Curtis Mabbitt, Jr., to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Mike Small, in Grand Rapids, Michigan.

On or about **December 15, 2002**, the defendant caused Hartford Insurance Company to send an envelope containing paperwork relating to the Hartford's payment of \$300,000.00 to Gerald Singer arising from his civil lawsuit based on an insurance claim for delivery, from Boston, Massachusetts, to attorney Mabbitt, in Muskegon, Michigan.

On or about **December 23, 2002**, the defendant caused Westport Insurance Company to send an envelope containing a check for \$190,000.00, relating to Singer's civil lawsuit based on an insurance claim for delivery, from Overland Park, Kansas to attorney Robert Aardema in Ada, Michigan.

On or about **January 2, 2003**, the defendant caused attorney Robert Aardema to send documents, including checks worth \$200,000.00, relating to Singer's civil lawsuit based on an insurance claim for delivery, from Ada, Michigan, to attorney R. Curtis Mabbitt, Jr., in Muskegon, Michigan.

On or about **January 10, 2003**, the defendant caused the Muskegon County Circuit Court to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan, to attorney R. Curtis Mabbitt, Jr., in Muskegon, Michigan.

On or about **January 24, 2003**, the defendant caused the Muskegon County Circuit Court to send documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan, to attorney R. Curtis Mabbitt, Jr., in Muskegon, Michigan.

Defendant Singer caused Hartford and Westport a combined financial loss of at least \$490,000.00.

18 U.S.C. § 844(h)(1)

18 U.S.C. § 1341

18 U.S.C. § 2

COUNT 4

(Use of Fire to Commit Mail Fraud)

That from August 2002, to October 2003, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet such mail fraud, a felony which may be prosecuted in a court of the United States.

The defendant devised a "false insurance claim" mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the insurance fraud scheme, the defendant caused another person to use fire to intentionally destroy **the investment property/residence at 2340 Wood, Muskegon Heights, Michigan**. It was part of the mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company providing insurance coverage.

After the residence was destroyed by fire, defendant Singer caused the tenant to submit false and misleading insurance claims for (1) the building; and (2) the property/contents allegedly kept in the building.

As part of the scheme to defraud the insurance company, defendant Singer caused the tenant to provide false information relating to his insurance claim submitted to Farm Bureau General Insurance Company. In particular, the defendant caused the tenant to claim that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following deliveries:

On or about **October 11, 2002**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **November 4, 2002**, the defendant caused Farm Bureau General Insurance Company to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Grand Rapids, Michigan to attorney Geoffrey T. Nolan, Muskegon, Michigan.

On or about **November 6, 2002**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **January 13, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **February 14, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **April 7, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **June 9, 2003**, the defendant caused Farm Bureau General Insurance Company to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Grand Rapids, Michigan to attorney Geoffrey T. Nolan, Muskegon, Michigan.

On or about **June 30, 2003**, the defendant caused Farm Bureau General Insurance Company to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Grand Rapids, Michigan to attorney Geoffrey T. Nolan, Muskegon, Michigan.

On or about **July 16, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **September 4, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan, to Mark Singer, in Chicago, Illinois.

On or about **September 8, 2003**, the defendant caused his son, Mark Singer, to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Chicago, Illinois, to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **October 2, 2003**, the defendant caused an attorney to send an envelope containing documents relating to Ray Haynes' insurance claim for delivery, from Muskegon, Michigan, to Mark Singer, in Chicago, Illinois.

Defendant Singer caused Farm Bureau General Insurance Company a financial loss of at least \$105,000.00.

18 U.S.C. § 844(h)(1)
18 U.S.C. § 1341
18 U.S.C. § 2

COUNT 5

(Use of Fire to Commit Mail Fraud)

That from May 2006, to August 2006, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet the use of fire to commit a mail fraud, with mail fraud being a felony which may be prosecuted in a court of the United States.

The defendant devised a “false insurance claim” mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the fraud scheme, the defendant caused another person to use fire to intentionally destroy **the investment property/residence at 1019 E. 35th Place, Gary Indiana**. It was part of the defendant’s mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company providing insurance coverage.

After the residence was destroyed by fire, defendant Singer did submit, and cause to be submitted, false and misleading insurance claims for the value of the building.

As part of the scheme to defraud the insurance company, defendant Singer caused another person to provide false information relating to an insurance claim submitted to Ohio Casualty Insurance Company (OCI). In particular, the defendant caused another person to claim that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following delivery:

On or about **June 30, 2006**, defendant Singer sent an envelope containing a check relating to the fire at 1019 E. 35th Place, Gary, Indiana, for delivery, from Muskegon, Michigan to Andrew Jones, in Gary, Indiana.

Defendant Singer caused Ohio Casualty Insurance Company a financial loss of at least \$40,000.00.

18 U.S.C. § 844(h)(1)
18 U.S.C. § 1341
18 U.S.C. § 2

COUNT 6

(Use of Fire to Commit Mail Fraud)

That from November 2006, to January 2007, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet the use of fire to commit a mail fraud, with mail fraud being a felony which may be prosecuted in a court of the United States.

The defendant devised a “false insurance claim” mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the fraud scheme, the defendant used fire, and caused another person to use fire, to intentionally destroy **the investment property/residence at 250 Myrtle Street, Muskegon, Michigan**. It was part of the defendant’s mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company providing insurance coverage.

After the residence was destroyed by fire, defendant Singer did submit false and misleading insurance claims for the value of the building.

As part of the scheme to defraud the insurance company, defendant Singer provided false information relating to his insurance claim submitted to Foremost Insurance Company. In particular, the defendant claimed that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any

matter to be delivered, by the United States Postal Service and private/commercial interstate carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following deliveries:

On or about **November 10, 2006**, the defendant caused William McGovern of Foremost Insurance to send envelope containing documents relating to Singer's insurance loss for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **November 14, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim, for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **November 17, 2006**, the defendant caused Major Metcalf, of the Muskegon Fire Department to send an envelope containing documents relating to Singer's insurance claim for delivery, from Muskegon, Michigan to William McGovern of Foremost Insurance, in Grand Rapids, Michigan.

On or about **December 11, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **December 14, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **December 18, 2006**, defendant Singer sent an envelope containing documents relating to Singer's insurance claim for delivery, from Muskegon, Michigan to Foremost Insurance, in Grand Rapids, Michigan.

On or about **December 20, 2006**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to Ken Shelley Associates, in Kalamazoo, Michigan.

On or about **January 9, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **January 22, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to defendant Gerald Singer, in Muskegon, Michigan.

On or about **January 22, 2007**, the defendant caused William McGovern of Foremost Insurance to send an envelope containing documents relating to Singer's insurance claim for delivery, from Grand Rapids, Michigan to the Interim Deputy Director of the Fire Services Department in Muskegon, Michigan.

Defendant Singer caused Foremost Insurance Company a financial loss of at least \$59,000.00.

18 U.S.C. § 844(h)(1)

18 U.S.C. § 1341

18 U.S.C. § 2

COUNT 7

(Use of Fire to Commit Mail Fraud)

That from August 2007, to May 2009, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did use fire to commit a mail fraud, and aid and abet the use of fire to commit a mail fraud, with mail fraud being a felony which may be prosecuted in a court of the United States.

The defendant devised a “false insurance claim” mail fraud scheme (the United States hereby incorporates by reference the allegations made in Count 1 of this indictment). As part of the fraud scheme, the defendant used fire, and caused another person to use fire, to intentionally destroy **the rental property at 2608 7th Street, Muskegon Heights, Michigan**. It was part of the defendant’s mail fraud scheme that once the building and its contents were destroyed by fire, false insurance claims would be filed with the company providing insurance coverage.

After the residence was destroyed by fire, defendant Singer did submit false and misleading insurance claims for the value of the building.

As part of the scheme to defraud the insurance company, defendant Singer provided false information relating to his insurance claim submitted to Farm Bureau General Insurance Company. In particular, the defendant claimed that: (1) the loss did not originate by any act, design or procurement on the part of the insured; and (2) nothing was done to deceive the insurance company concerning the value of property destroyed by the fire.

For the purpose of executing a scheme to defraud, the defendant knowingly caused any matter to be delivered, by the United States Postal Service and private/commercial interstate

carriers, according to the direction thereon, including envelopes containing documents relating to insurance claims and civil litigation relating to his insurance claims, which were delivered in the Western District of Michigan. For purposes of this indictment, the term delivery includes both the delivery of mail by the United States Postal Service and the delivery of any matter by a private/commercial interstate carrier. The mail fraud scheme included the following deliveries:

On or about **September 28, 2007**, the defendant sent an envelope containing documents relating to Singer's insurance claim for delivery, from Muskegon, Michigan to Farm Bureau General Insurance Company, in Grand Rapids, Michigan.

On or about **September 11, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **October 23, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **October 31, 2008**, the defendant caused the Muskegon County Circuit Court to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **November 28, 2008**, the defendant caused his attorney to send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

On or about **May 7, 2009**, the defendant caused the Muskegon County Circuit Court to

send an envelope containing documents relating to Singer's civil lawsuit based on an insurance claim for delivery, from Muskegon, Michigan to attorney Stephen P. Willison, in Grand Rapids, Michigan.

18 U.S.C. § 844(h)(1)

18 U.S.C. § 1341

18 U.S.C. § 2

COUNT 8

(Arson of an Investment Property)

That on or about August 22, 2002, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did aid and abet and maliciously damage and destroy by means of fire, a building used in an activity affecting interstate commerce.

In particular, the defendant caused **the residence at 2340 Wood Street, Muskegon Heights, Michigan, which was owned as an investment property**, to be destroyed by an intentionally set fire.

Defendant Singer caused Farm Bureau General Insurance Company a financial loss of at least \$105,000.00.

18 U.S.C. § 844(i)

18 U.S.C. § 2

COUNT 9

(Arson of an Investment Property)

That on or about November 9, 2006, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did aid and abet and maliciously damage and destroy by means of fire, a building used in an activity affecting interstate commerce.

In particular, the defendant caused **the residence at 250 Myrtle, Muskegon, Michigan, which was owned as an investment property**, to be destroyed by an intentionally set fire.

Defendant Singer caused Foremost Insurance Company a financial loss of at least \$59,000.00.

18 U.S.C. § 844(i)
18 U.S.C. § 2

COUNT 10

(Arson of a Commercial Building)

That on or about August 28, 2007, in Muskegon County, in the Southern Division of the Western District of Michigan and other places,

GERALD EUGENE SINGER,

defendant, did aid and abet and maliciously damage and destroy by means of fire, a building used in an activity affecting interstate commerce.

In particular, the defendant caused **an apartment building at 2608 - 2614 7th Street, Muskegon Heights, Michigan** to be destroyed by an intentionally set fire.

18 U.S.C. § 844(i)

18 U.S.C. § 2

COUNT 11

(False Statement on Tax Return)

That on or about November 10, 2006, in Muskegon County, in the Southern Division of the Western District of Michigan,

GERALD EUGENE SINGER,

defendant, a resident of Muskegon, Michigan, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 2005, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return he did not believe to be true and correct as to every material matter, in that he reported a "net operating loss" (NOL) on line 21 of his 2005 income tax return, whereas, as he then and there well knew and believed, he was not entitled to report a net operating loss (NOL) for amounts compensated by insurance.

26 U.S.C. § 7206(1)

COUNT 12

(False Statement on Tax Return)

That on or about July 5, 2007, in Muskegon County, in the Southern Division of the Western District of Michigan,

GERALD EUGENE SINGER,

defendant, a resident of Muskegon, Michigan, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 2006, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return he did not believe to be true and correct as to every material matter, in that he reported a "net operating loss" (NOL) on line 21 of his 2006 income tax return, whereas, as he then and there well knew and believed, he was not entitled to report a net operating loss (NOL) for amounts compensated by insurance.

26 U.S.C. § 7206(1)

COUNT 13

(False Statement on Tax Return)

That on or about October 8, 2008, in Muskegon County, in the Southern Division of the Western District of Michigan,

GERALD EUGENE SINGER,

defendant, a resident of Muskegon, Michigan, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 2007, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return he did not believe to be true and correct as to every material matter, in that he reported a "net operating loss" (NOL) on line 21 of his 2007 income tax return, whereas, as he then and there well knew and believed, he was not entitled to report a net operating loss (NOL) for amounts compensated by insurance.

26 U.S.C. § 7206(1)

COUNT 14

(False Statement on Tax Return)

That on or about August 6, 2009, in Muskegon County, in the Southern Division of the Western District of Michigan,

GERALD EUGENE SINGER,

defendant, a resident of Muskegon, Michigan, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 2008, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return he did not believe to be true and correct as to every material matter, in that he reported a "net operating loss" (NOL) on line 21 of his 2008 income tax return, whereas, as he then and there well knew and believed, he was not entitled to report a net operating loss (NOL) for amounts compensated by insurance.

26 U.S.C. § 7206(1)

FORFEITURE ALLEGATION

(Mail Fraud - Arson for Profit)

The allegations contained in Count 1 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Upon conviction of mail fraud in violation of Title 18, United States Code, Section 1341 set forth in Count 1 of this Indictment, the defendant,

GERALD EUGENE SINGER,

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense. The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), a sum of money equal to at least \$708,000.00, which represents the amount of gross proceeds obtained, directly or indirectly, as a result of the offenses charged in Count 1 of this Indictment.

2. SUBSTITUTE ASSETS. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the United States shall be entitled to forfeiture of substitute property up to the value of the above forfeitable property if, by any act or omission of the defendant, the above forfeitable property, or any portion thereof,

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.

Such substitute assets shall include, but not be limited to, all real property and all personal property listed on Exhibit A included in this Indictment.

18 U.S.C. § 981(a)(1)(C)

28 U.S.C. § 2461(c)

18 U.S.C. § 1341

21 U.S.C. § 853(p)

FORFEITURE ALLEGATION

(Use of Fire to Commit Mail Fraud and Arson of Investment Property)

The allegations contained in Counts 2, 3, 4, 5, 6, 8, and 9 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(2)(B).

Upon conviction of the offense[s] in violation of Title 18, United States Code, Section 844 set forth in Counts 2, 3, 4, 5, 6, 8, and 9 of this Indictment, the defendant,

GERALD EUGENE SINGER,

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(B), any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of such violation(s). The property to be forfeited includes, but is not limited to, the following:

1. **MONEY JUDGMENT.** Pursuant to Title 18, United States Code, Section 982(a)(2)(B), at least the following sums of money, which represent the amount of gross proceeds obtained, directly or indirectly, as a result of the offenses charged in each of the following Counts:

- A. Count 2: A sum of money equal to at least \$14,000.00;
- B. Count 3: A sum of money equal to at least \$490,000.00;
- C. Counts 4 and/or 8: A sum of money equal to at least \$105,000.00;
- D. Count 5: A sum of money equal to at least \$40,000.00;
- E. Counts 6 and/or 9: A sum of money equal to at least \$59,000.00.

2. SUBSTITUTE ASSETS. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), the United States shall be entitled to forfeiture of substitute property up to the value of the above forfeitable property if, by any act or omission of the defendant, the above forfeitable property, or any portion thereof,

- 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.

Such substitute assets shall include, but not be limited to, all real property and all personal property listed on Exhibit A included in this Indictment.

18 U.S.C. § 982(a)(2)(B)
18 U.S.C. § 844
21 U.S.C. § 853(p)

A TRUE BILL


GRAND JURY FOREPERSON

DONALD A. DAVIS
United States Attorney


MICHAEL A. MACDONALD
Assistant United States Attorney


CHRISTOPHER M. O'CONNOR
Assistant United States Attorney

EXHIBIT A

REAL PROPERTY

- a. Real Property commonly known as 46 Catherine, Muskegon, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

THE EAST ½ OF LOT 5, BLOCK 255 OF THE REVISED PLAT OF THE CITY OF MUSKEGON APPROVED AND ADOPTED APRIL 9, 1903, TOGETHER WITH RIGHTS RESERVED IN DEED FROM GEORGE R. CHUBB AND WIFE TO JERRY MOULTON SAID DEED BEING RECORDED IN REGISTER OF DEEDS OFFICE FOR MUSKEGON COUNTY IN LIBER 192 OF DEED ON PAGE 532.

Permanent Parcel No. 61-24-205-255-0005-10.

Titled in the name of: HS Enterprises, LLC.

- b. Real Property commonly known as 250 Myrtle, Muskegon, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

CITY OF MUSKEGON REVISED PLAT OF 1903, WEST ½ OF LOT 9 BLK 200.

Permanent Parcel No. 24-205-200-0009-00, PROVIDED, HOWEVER, this parcel must be combined with the owner's original parcel number 24-205-200-0009-10, otherwise known as 250 Myrtle.

Titled in the names of: Gerald Singer and James Brown.

- c. Real Property commonly known as 435 E. Isabella Avenue, Muskegon, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 4, BLOCK 78, REVISED PLAT OF THE CITY OF MUSKEGON, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS, PAGE 71.

Permanent Parcel No. 61-24-205-078-0004-00.

Titled in the name of: HS Enterprises, LLC.

- d. Real Property commonly known as 307 East Columbia, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

THAT PART OF LOT 1, BLOCK 257, MUSKEGON IMPROVEMENT CO'S ANNEX NO. 1, ACCORDING TO THE PLAT RECORDED IN LIBER 3 OF PLATS, ON PAGE 40, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST 67.3 FEET, THENCE SOUTHERLY 74.2 FEET THENCE NORTHEASTERLY 102 FEET TO POINT OF BEGINNING.

ALSO

LOT 2 OF BLOCK 257, MUSKEGON IMPROVEMENT CO'S ANNEX NO. 1, ACCORDING TO THE PLAT RECORDED IN LIBER 3 OF PLATS, ON PAGE 40.

Permanent Parcel No. 61-26-635-257-0001-00.

Titled in the name of: Monica L. Frierson.

- e. Real Property commonly known as 2059 W. Glen Court, Muskegon, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

UNIT 64 OF FOREST GLENN CONDOMINIUMS, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 1713, PAGES 505 THROUGH 579, INCLUSIVE OF MUSKEGON COUNTY RECORDS, AND DESIGNATED AS MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 44, AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN SAID MASTER DEED, AND ANY AMENDMENTS THERETO, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACT OF MI OF 1978, AS AMENDED.

Permanent Parcel No. 61-27-305-000-0064-00.

Titled in the names of: Gerald E. Singer and Helen Singer.

- f. Real Property commonly known as 2652 Reynolds Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

THE SOUTH 39 FEET OF LOT 7, BLOCK 4 OF LAWSON PARK
ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 5 OF
PLATS, PAGE 68 OF MUSKEGON COUNTY RECORDS.

Permanent Parcel No. 61-26-540-004-0007-00.

Titled in the name of: HS Enterprises, LLC.

- g. Real Property commonly known as 2736 Eighth Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 15 OF BLOCK 190 OF THE PLAT OF THE CITY OF
MUSKEGON HEIGHTS ACCORDING TO THE RECORDED PLAT
THEREOF, AS RECORDED IN LIBER 3 OF PLATS, PAGES 19-26
INCLUSIVE.

Permanent Parcel No. 61-26-185-190-0015-00.

Titled in the name of: Eddie Bradford Jr.

- h. Real Property commonly known as 2808 Lemuel Street, Muskegon, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 18, BLOCK 233, MUSKEGON IMPROVEMENT CO.'S ANNEX
NO. 2, AS RECORDED IN LIBER 3 OF PLATS, PAGE 41.

Parcel No. 61-26-636-233-0018-00.

Titled in the name of: Gerald Singer.

- i. Real Property commonly known as 3125 8th Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT(S) 13 AND 14, BLOCK 38, CHAS M. STEELE'S SUBDIVISION,
ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED
IN LIBER 3 OF PLATS, PAGE 28.

Parcel No. 61-26-770-038-0013-00.

Titled in the name of: HS Enterprises, LLC.

- j. Real Property commonly known as 2120 6th Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 19 AND THE SOUTH 2 FEET OF LOT 20 OF BLOCK 50, CITY OF MUSKEGON HEIGHTS, AS RECORDED IN LIBER 3 OF PLATS ON PAGE 19, MUSKEGON COUNTY RECORDS.

Parcel No. 61-26-185-050-0019-00.

Titled in the name of: Danielle L. Stone.

- k. Real Property commonly known as 2636 7th Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 19, BLOCK 176, CITY OF MUSKEGON HEIGHTS, AS RECORDED IN LIBER 3 OF PLATS ON PAGE 19, MUSKEGON COUNTY RECORDS.

Parcel No. 61-26-185-176-0019-00.

Titled in the name of: HS Enterprises, LLC.

- l. Real Property commonly known as 2725 8th Street, Muskegon Heights, Michigan, Muskegon County, together with all buildings, improvements, fixtures, attachments, and easements thereon, more particularly described as:

LOT 7, BLOCK 189, CITY OF MUSKEGON HEIGHTS. ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3 OF PLATS, PAGE 19.

Parcel No. 61-26-185-189-0007-00.

Titled in the name of: Gerald E. Singer and Hargell Booker.

PERSONAL PROPERTY

- a. \$59,510.00 in United States currency seized from safety deposit box / account number 742006331 at PNC Bank, 821 W. Broadway, Muskegon, MI 49441 titled in the name of Helen Singer, with Gerald Singer and Mark Singer listed as additional signatories.