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U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION  
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UNITED STATES OF AMERICA,

Plaintiff,

vs.

No.

**1:10-cr-384**

**Robert J. Jonker**

Hon.

**U.S. District Judge**

JAMES EDWARD WIEDERHOLD,  
ANTHONY DONALD RINKUS,  
JOSEPH MICHAEL ANGIOI,  
LARRY JAMES NIEWENHUIS and  
NEAL DAVID WIEDERHOLD,

Defendants.

**INDICTMENT**

The Grand Jury charges:

**INTRODUCTION TO THE OFFENSES**

***The Defendants***

1. JAMES EDWARD WIEDERHOLD is a resident of Byron Center, Michigan. WIEDERHOLD is a high school graduate with some training as a heating and cooling technician. WIEDERHOLD operated a heating and cooling business called J-Tech Heating and Cooling. WIEDERHOLD has no significant training or experience in finance, investment fund management or commercial lending.

2. ANTHONY DONALD RINKUS is a resident of Key West, Florida. RINKUS is a high school graduate, who has been employed as a car salesman and mortgage broker. RINKUS has no significant training or experience in finance, investment fund management, or commercial lending.

3. JOSEPH MICHAEL ANGIOI is a resident of Oviedo, Florida. ANGIOI graduated from Suffolk College with a degree in criminal justice and a minor in finance. ANGIOI owned Europa Securities, LLC, a broker-dealer with one employee.

4. LARRY JAMES NIEWENHUIS is a resident of East Grand Rapids, Michigan, and is JAMES WIEDERHOLD's uncle. LARRY NIEWENHUIS owns and operates Niewenhuis Construction ("NC"), a small construction business that he operates out of his house.

5. NEAL DAVID WIEDERHOLD is JAMES WIEDERHOLD's father. He is the owner of Professional Heating and Cooling, a small heating and cooling business in Byron Center, Michigan.

***The Atlas Fund Scheme to Defraud***

6. During 2008, Defendants JAMES WIEDERHOLD, ANTHONY RINKUS and JOSEPH ANGIOI created a private hedge fund that they offered to individual investors. WIEDERHOLD, RINKUS and ANGIOI referred to the fund by several different names, including, but not limited to: the Atlas Fund, Atlas Global Investment, LP, Atlas 4:59 Fund, Atlas 459 II, LP, and Europa 4:59 (collectively the "Atlas Fund"). Defendants used the Atlas Fund to execute a scheme, plan and artifice to defraud investors, and to obtain money and property by means of material false and fraudulent pretenses, representations and promises.

7. JAMES WIEDERHOLD, ANTHONY RINKUS and JOSEPH ANGIOI represented to investors that the Atlas Fund generated extraordinary returns through "hard money" lending. According to WIEDERHOLD, RINKUS and ANGIOI, the Atlas Fund provided short-term, high interest loans to companies in desperate need of operating capital. WIEDERHOLD, RINKUS and ANGIOI led investors to believe that the flagging U.S. economy and associated credit crisis created

an opportunity to lend to businesses that were unable to obtain traditional financing, and were willing to pay high rates of interest. WIEDERHOLD, RINKUS, ANGIOI and others known and unknown to the Grand Jury, reassured investors that hard money loans made by the Atlas Fund were safe because the loans were backed by collateral put up by borrowers.

8. To induce investment in the Atlas Fund, JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI and others known to the Grand Jury represented that the Atlas Fund would return huge profits by making hard money loans, and in turn would pay 2% per month to investors.

9. To induce investment in the Atlas Fund, JAMES WIEDERHOLD, ANTHONY RINKUS, and JOSEPH ANGIOI falsely represented that WIEDERHOLD and RINKUS were experienced businessmen with financial acumen sufficient to operate the Atlas Fund. In prospectuses distributed to investors, WIEDERHOLD, RINKUS and ANGIOI falsely represented that:

a. ANTHONY RINKUS graduated from Vanderbilt University in May 2000 with a degree in Finance, and since then had amassed “nearly nine years of business development and investment advisory experience with leading financial institutions including commercial banks, finance companies and hedge funds.”

b. ANTHONY RINKUS closed more than thirty transactions ranging in size from \$3,000,000 to \$200,000,000 and has been trained in credit analysis, corporate lending and portfolio analysis.

c. JAMES WIEDERHOLD has run “one of the areas [sic] leading Heavy Equipment leasing companies for the past 5 years.”

d. JAMES WIEDERHOLD managed more than 600 investment transactions per year and “has always shown double digit annual profits to his investors.” He had raised capital for more than thirteen years and funded over “6000 transactions.” His clientele consist of “many Celebrities, Professional athletes and prominent business Executives across the U.S,” because he has never suffered any “losses to his clientele in [his] thirteen year career.”

10. To induce investment in the Atlas Fund, JAMES WIEDERHOLD, ANTHONY RINKUS and JOSEPH ANGIOI falsely represented that the Atlas Fund included a “family of professionally managed funds” that allowed investors “to invest in a choice of international portfolios covering Asia, Europe and the United States.” WIEDERHOLD, RINKUS and ANGIOI falsely represented to investors that they intended to execute a business plan to manage the fund and to control the loan proceeds distributed via hard money loans. In prospectuses distributed to investors, WIEDERHOLD, RINKUS and ANGIOI falsely stated:

a. “The Fund’s objective is to generate absolute return. The Fund was formed to provide mezzanine, bridge, construction and other short-term financing principally to real estate developers, but also to other commercial borrowers.”

b. “The Partnership anticipates that the majority of its loans will be secured by companies’ cash flows, real property, hard assets and other personal property acquired with the proceeds of the loan. The Partnership will also obtain personal guaranties of principals of borrowers as are customary in the industry.”

c. “Joseph M. Angioi, Anthony Rinkus and James Weiderhold [sic] will comprise the Partnership’s Loan Committee and will be responsible, with the General Partner, for managing the Partnership’s lending functions. The Loan Committee will meet regularly to review

i) new loan applications, ii) the status of existing loan requests, and iii) portfolio statistics and to develop collection plans for problem loans.”

d. “The Fund intends to maintain a sound and safe loan portfolio while maximizing returns to the Fund’s shareholders and conforming to all laws and regulations.”

e. The Atlas Fund will not extend “[l]oans in which the officer (or Loan Committee) has legitimate doubts regarding the borrowers’ willingness to pay.”

f. The Atlas Fund would not invest “more than 10% of the Net Asset Value of any of the Fund’s Shares (calculated at the time of investment) in the securities of any one issuer . . . .”

g. The Atlas Fund “will require a security agreement and UCC-1 filing on all furniture, fixtures and equipment, now owned and hereafter acquired, located on the premises, unless waived with adequate documentation.”

h. “Loan to Value: In general the maximum loan to value against any type of real estate collateral should not exceed an established percentage of 75% of appraisal or other valuation acceptable to the Loan Committee. Prior liens must be considered in this calculation.”

11. To induce investment in the Atlas Fund, JAMES WIEDERHOLD, ANTHONY RINKUS, and JOSEPH ANGIOI falsely represented that WIEDERHOLD had a history of investment success in hard money lending and that his strategies would be implemented into the Atlas Fund. In documents distributed to at least one investor, ANGIOI falsely represented that, “Mr. Wiederhold is co-manager of the fund and his track record over the last two years has been in excess of 24% back to his investors. . . . The fund has adopted part of Mr. Wiederhold’s strategies and will incorporate them into the 4:59 Fund.”



12. Based on representations made by JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI and others known and unknown to the Grand Jury, investors wired \$923,500 to ANGIOI and RINKUS for investment in the Atlas Fund. Despite their oral and written promises, neither WIEDERHOLD, RINKUS nor ANGIOI ever invested any of the investors' money in "hard money lending" or any other investment. Instead, Defendants took the investors' money and used it to pay for their personal expenses, prior debts, or make interest payments back to investors.

***James Wiederhold's Bankruptcy Proceedings***

13. At the time that JAMES WIEDERHOLD, ANTHONY RINKUS, and JOSEPH ANGIOI were pitching the Atlas Fund, WIEDERHOLD was fending off collection efforts by creditors from a prior hard money lending scheme. WIEDERHOLD owed hundreds of thousands of dollars to former investors, who like the investors in the Atlas Fund, were led to believe by WIEDERHOLD that he would invest their money in hard money lending or other investments. As with the Atlas Fund, WIEDERHOLD never invested any of their money in any legitimate investment.

14. By the fall of 2008, several of WIEDERHOLD's creditors were pressuring JAMES WIEDERHOLD for repayment. In addition, WIEDERHOLD's wife had filed for divorce against him. With his financial and personal world crumbling around him, WIEDERHOLD made efforts to conceal the Atlas Fund and any assets in his possession or control from his creditors and his wife. To keep assets out of WIEDERHOLD's name and conceal the existence of the Atlas Fund, WIEDERHOLD, RINKUS, ANGIOI deposited the misappropriated Atlas Fund investments into LARRY NIEWENHUIS' business account at Macatawa Bank. Once in NIEWENHUIS' account, the funds were withdrawn as cash and given to JAMES WIEDERHOLD, used to pay

NIEWENHUIS' and WIEDERHOLD's personal expenses, or transferred back to the Atlas Fund account from where they originated so they could be distributed to investors as fake "interest" payments.

15. On March 10, 2009, JAMES WIEDERHOLD's creditors brought an involuntary bankruptcy petition under Chapter 7 of the Bankruptcy Code against WIEDERHOLD. The creditors alleged that WIEDERHOLD owed them hundreds of thousands of dollars. Just days after the bankruptcy filing, LARRY NIEWENHUIS opened an account at Bank of America, in the name of "Larry Niewenhuis Construction." LARRY NIEWENHUIS used the account to receive and distribute the proceeds of the Atlas Fund scheme, so that JAMES WIEDERHOLD could avoid the transfer of funds directly to WIEDERHOLD.

16. ANTHONY RINKUS and JOSEPH ANGIOI transferred hundreds of thousands of dollars of investor money to LARRY NIEWENHUIS. From there, LARRY NIEWENHUIS transferred money to NEAL WIEDERHOLD, JAMES WIEDERHOLD's father, who then gave money in the form of cash to JAMES WIEDERHOLD. By structuring transactions in this manner, JAMES WIEDERHOLD successfully avoided efforts by his creditors to discover JAMES WIEDERHOLD's involvement in the Atlas Fund and his control over large sums of money. For their efforts, NEAL WIEDERHOLD and NIEWENHUIS kept some of the Atlas Fund money for their own personal use and enjoyment.

17. During the course of the bankruptcy proceedings against him, JAMES WIEDERHOLD was placed under oath on at least two occasions and asked questions about the nature, source and location of his assets. WIEDERHOLD repeatedly denied that he had any assets or that anyone was holding assets for him, or that he had control of any assets.

18. On October 29, 2010, the Bankruptcy Court, based on JAMES WIEDERHOLD's refusal to cooperate with the Bankruptcy proceedings, denied JAMES WIEDERHOLD's discharge in bankruptcy.

***The Atlas Fund Collapses***

19. Because investor proceeds were spent by Defendants and not invested as promised, the Atlas Fund did not generate any profit or revenue. To keep the Atlas Fund alive and convince investors that their money was safe and generating profits from hard-money lending, Defendants executed a classic Ponzi scheme. JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI, and LARRY NIEWENHUIS made periodic "interest" payments to investors by returning the investors' principal back to them disguised as interest payments. So long as the Atlas Fund obtained new investors, Defendants could continue to make the promised payments.

20. In the fall of 2009, JOSEPH ANGIOI left the Atlas Fund after a disagreement with ANTHONY RINKUS over the operation of the Fund. ANTHONY RINKUS and JAMES WIEDERHOLD reorganized the Atlas Fund and opened a new bank account at Bank of America in the name "Bellagia" to receive new investments and make transfers to NC.

21. As year end 2009 approached, Defendants could no longer make regular interest payments back to investors while at the same time living off the investors' money. To dissuade investors from demanding a return of their principal, JAMES WIEDERHOLD and ANTHONY RINKUS told investors that they no longer would make the promised monthly interest payments, but instead would make quarterly payments.

22. After JAMES WIEDERHOLD and ANTHONY RINKUS missed a promised quarterly payment, the investors demanded to know the location of their money and whether the



Atlas Fund had collateralized the loans. To hold investors at bay, WIEDERHOLD and RINKUS told investors that they had invested the bulk of their money with NIEWENHUIS' company, NC, in the form of a hard money loan. According to JAMES WIEDERHOLD and ANTHONY RINKUS, the Atlas Fund made a \$700,000 loan to NC, when in fact, no such loan existed.

23. On February 19, 2010, in furtherance of the misrepresentation that NC had obtained a hard money loan from the Atlas Fund, ANTHONY RINKUS faxed a bogus "Commitment Letter" to a representative of the investors. According to the terms of the Commitment Letter, LARRY NIEWENHUIS of Niewenhuis Construction LLC purportedly obtained a short-term (6 month) loan from the Atlas Fund in the amount of \$700,000 at an interest rate of 24%, plus \$14,000. NC also put up significant heavy equipment as collateral for the loan. No loan or collateral existed.

24. Throughout the spring of 2010, the Atlas Fund investors made repeated demands for payment and the return of their investment. From April 7, 2010 until at least May 30, 2010, JAMES WIEDERHOLD, ANTHONY RINKUS and LARRY NIEWENHUIS sent text messages and/or made phone calls to investors and their representatives assuring them that their money was invested with NC and that NC intended to pay back the loan plus interest. WIEDERHOLD drafted a letter for NIEWENHUIS' signature that indicated that NC had obtained the loan and was in the process of obtaining additional financing to pay it off. NIEWENHUIS signed the letter and it was provided to investors. NIEWENHUIS also obtained a letter from Macatawa Bank establishing that he had a banking relationship with Macatawa Bank since 2008. NIEWENHUIS, RINKUS and WIEDERHOLD used the letter to convince investors that NC was actively seeking alternative funding to pay off the supposed loan it had received from the Atlas Fund.

25. Despite representations by JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI and LARRY NIEWENHUIS, the Atlas Fund made no loans and had no collateral to secure the Fund's supposed investments. By the summer of 2010, the investors recognized that none of the Defendants was going to deliver any further interest payments and that their principal was likely gone. In total, from June 3, 2009 until December 18, 2009, ANTHONY RINKUS, JOSEPH ANGIOI and LARRY NIEWENHUIS made periodic payments back to investors in the amount of approximately \$121,020. None of the investors' money was ever invested and any interest payments came exclusively from the investors' principal. From February 27, 2009 until April 1, 2010, RINKUS, JAMES WIEDERHOLD, ANGIOI, NIEWENHUIS, NEAL WIEDERHOLD and other unnamed co-conspirators received, retained or otherwise spent approximately \$802,480 of investor money for their own use and enjoyment.

**COUNTS 1-10**  
**(Wire Fraud)**

26. The Grand Jury re-alleges paragraphs 1 through 25 as if set forth in full herein as a scheme and artifice to defraud.

From sometime in or about the fall of 2008, and continuing through November 2010, in the Southern Division of the Western District of Michigan, and elsewhere,

JAMES EDWARD WIEDERHOLD,  
ANTHONY DONALD RINKUS,  
JOSEPH MICHAEL ANGIOI and  
LARRY JAMES NIEWENHUIS

devised a scheme and artifice to defraud and to obtain money from a fraudulent investment scheme by means of material false and fraudulent pretenses, representations and promises.

**MEANS AND METHODS**

27. It was part of the scheme to defraud that JAMES WIEDERHOLD, ANTHONY RINKUS and JOSEPH ANGIOI made material false statements and omitted material information in order to induce investors to purchase shares of the Atlas Fund.

28. It was further part of the scheme to defraud that JAMES WIEDERHOLD, ANTHONY RINKUS and JOSEPH ANGIOI distributed prospectuses to investors that contained material false statements designed to induce investment in the Atlas Fund.

29. It was further part of the scheme to defraud that JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI and LARRY NIEWENHUIS transmitted, or caused to be transmitted, wire transfers diverting investor funds for personal use.

30. It was further part of the scheme to defraud that JAMES WIEDERHOLD, ANTHONY RINKUS, JOSEPH ANGIOI and LARRY NIEWENHUIS made interest payments to

Atlas Fund investors with the principal from their own investment and/or new investor money.

31. It was further part of the scheme to defraud that JAMES WIEDERHOLD, JOSEPH ANGIOI and ANTHONY RINKUS failed to invest investors' funds as promised.

32. It was further part of the scheme to defraud that JAMES WIEDERHOLD, ANTHONY RINKUS and LARRY NIEWENHUIS lied to investors about the location of their money and created bogus loan documents to deceive investors who sought reassurances that their investment had been invested in hard-money loans.

### THE WIRES

33. In order to effect the scheme to defraud, Defendants did transmit or cause to be transmitted by means of wire in interstate commerce the following signals, communications and writings:

Count	Date(s)	Communication
1	February 9, 2009	JOSEPH ANGIOI emails from Florida a prospectus containing material misrepresentations to investors' representative in Seattle, Washington.
2	February 27, 2009	ANTHONY RINKUS and JOSEPH ANGIOI wire \$75,000 of investor funds from Atlas General Partner account at Bank of America to NC account at Macatawa Bank.
3	April 1, 2009	ANTHONY RINKUS and JOSEPH ANGIOI transfer \$95,000 of investor funds from Atlas General Partner account at Bank of America to NC account at Bank of America.
4	May 1, 2009	LARRY NIEWENHUIS, from NC BOA account in Michigan, wires \$2,360 to investor DK in Florida, \$2,000 to investor RM in New York, \$1,340 commission to DB in Florida and \$250 commission to JK in Seattle, Washington.
5	June 20, 2009	ANTHONY RINKUS and JOSEPH ANGIOI transfer \$100,000 of investor funds from Atlas General Partner account at Bank of

		America to NC account at Bank of America.
6	July 29, 2009	ANTHONY RINKUS and JOSEPH ANGIOI transfer \$100,000 of investor funds from Atlas General Partner account at Bank of America to NC account at Bank of America.
7	February 19, 2010	ANTHONY RINKUS faxes from Florida a Commitment Letter purportedly showing loan between Niewenhuis Construction, LLC and the Atlas Fund to investors' representative in Seattle, Washington.
8	From April 7, 2010 through June 2, 2010	JAMES WIEDERHOLD sends text messages from Michigan to investors' representative in Seattle, Washington stating that he is working with LARRY NIEWENHUIS and NC and that NC intends to honor loan from Atlas Fund.
9	April 8, 2010	Letter from LARRY NIEWENHUIS in Michigan indicating NIEWENHUIS' intent to pay off loan faxed to ANTHONY RINKUS in Florida and then faxed to an investors' representative in Seattle, Washington.
10	April 27, 2010	LARRY NIEWENHUIS calls from Michigan to investors' representative in Seattle, Washington and reassures him that NC will pay back the loan it obtained from the Atlas Fund.

18 U.S.C. § 1343

18 U.S.C. § 2



**COUNTS 11-14**  
**(Securities Fraud)**

34. The Grand Jury re-alleges paragraphs 1-25 as if set forth in full herein as a scheme and artifice to defraud.

From in or about September 2008, and continuing through November 2010, in the Western District of Michigan, Southern Division, and elsewhere,

JAMES EDWARD WIEDERHOLD,  
ANTHONY DONALD RINKUS and  
JOSEPH MICHAEL ANGIOI,

unlawfully, willfully and knowingly, by use of means of instrumentalities of interstate commerce, directly and indirectly did use and employ manipulative and deceptive devices and contrivances in connection with the sale of securities, in contravention of Rule 10b-5 (17 C.F.R. § 240.10b-5) of the Rules and Regulations promulgated by the United States Securities and Exchange Commission, and did in connection with the investor and amount identified in each count below: (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make statements made, in light of the circumstances under which they were made, not misleading, and (c) engage in acts, practices and a course of business which

would and did operate as a fraud and deceit upon purchasers and potential purchasers of securities, to wit, caused others to purchase shares of the Atlas Fund and wire investment funds on the dates below:

<b>Count</b>	<b>Date</b>	<b>Investor</b>	<b>Investment Amount</b>
11	February 26, 2009	RM	\$100,000
12	March 27, 2009	JB	\$100,000
13	June 19, 2009	SS	\$100,000
14	July 28, 2009	JB	\$100,000

15 U.S.C. § 78j(b)

15 U.S.C. § 78ff

18 U.S.C. § 2

**COUNTS 15-17**  
**(Securities Fraud)**

35. The Grand Jury re-alleges paragraphs 1-25 as if set forth in full herein as a scheme and artifice to defraud.

From in or about September 2008, and continuing through November 2010, in the Western District of Michigan, Southern Division, and elsewhere,

JAMES EDWARD WIEDERHOLD  
and ANTHONY DONALD RINKUS,

unlawfully, willfully and knowingly, by use of means of instrumentalities of interstate commerce, directly and indirectly did use and employ manipulative and deceptive devices and contrivances in connection with the sale of securities, in contravention of Rule 10b-5 (17 C.F.R. § 240.10b-5) of the Rules and Regulations promulgated by the United States Securities and Exchange Commission, and did in connection with the investor and amount identified in each count below: (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make statements made, in light of the circumstances under which

they were made, not misleading, and (c) engage in acts, practices and a course of business which would and did operate as a fraud and deceit upon purchasers and potential purchasers of securities:

<b>Count</b>	<b>Date</b>	<b>Investor</b>	<b>Investment Amount</b>
15	September 11, 2009	RM	\$150,000
16	October 19, 2009	SS	\$100,000
17	December 17, 2009	MM	\$100,000

15 U.S.C. § 78j(b)

15 U.S.C. § 78ff

18 U.S.C. § 2

**COUNT 18**  
**(Bankruptcy Fraud - False Statement)**

36. The Grand Jury incorporates by reference the allegations made in paragraphs 1 through 25 into this Count of the Indictment.

On May 11, 2009, in the Southern Division of the Western District of Michigan,

JAMES EDWARD WIEDERHOLD,

in relation to his bankruptcy case under Title 11, did knowingly and fraudulently make a false oath and account while under oath in a deposition taken as part of the official proceedings in the bankruptcy case titled, In the Matter of James E. Wiederhold, debtor, File ##09-92576 & 09-02695, to wit, he gave the following false statements posed to him at the proceeding:

Q: Are you familiar with the Europa 459?

A: Yes

Q: What is that?

\* \* \*

A: It was a fund that I was going to be part of.

Q: What were you going to do?

A: Raise capital for the fund.

Q: What were you doing with the capital?

A: Whatever the fund did, I wasn't doing anything with it. It wasn't my – I was just going to come on board and help raise funds.

\* \* \*

Q: And what were you going to do with the money?

A: Nothing. The fund was to do whatever, I wasn't part of that. I was never going to be part of anything else.



In fact, JAMES WIEDERHOLD, in prospectuses distributed to potential Europa 459 investors, represented that he was one of the “Co-Managers” of Atlas Global Offshore, Inc., an investment management company established for the sole purpose of acting as Investment Manager for the Europa 459 fund. As one of the Co-Managers, JAMES WIEDERHOLD was responsible, in part, for “manag[ing] the investment and reinvestment of the cash, securities and other properties comprising the assets of the Fund and determin[ing] the portfolio value of the equity portfolio.” JAMES WIEDERHOLD used Europa 459, and its related funds, to induce others to invest money. Once JAMES WIEDERHOLD obtained that money, he secreted it in his uncle LARRY NIEWENHUIS’ accounts.

18 U.S.C. § 152(2)

**COUNT 19**  
**(Bankruptcy Fraud - False Statement)**

37. The Grand Jury incorporates by reference the allegations made in paragraphs 1 through 25 into this Count of the Indictment.

On May 11, 2009, in the Southern Division of the Western District of Michigan,

JAMES EDWARD WIEDERHOLD,

in relation to his bankruptcy case under Title 11, did knowingly and fraudulently make a false oath and account while under oath in a deposition taken as part of the official proceedings in the bankruptcy case titled, In the Matter of James E. Wiederhold, debtor, File ##09-92576 & 09-02695, to wit:

(1) The defendant asserted that he received over \$100,000 from creditor CN and that those funds were used “for legitimate business expenses” of his heating and cooling business, and that none of that money went towards his “own personal use.” In truth and fact, the defendant represented to CN that he would invest CN’s money for him and promised a high rate of return. The defendant never invested CN’s money and used it for personal living expenses and to pay other creditors.

(2) The defendant asserted that he received over \$200,000 from creditor NL and that those funds were “used in the heating and cooling business” “for legitimate business expenses,” including the payment of “subcontractors and salaries.” In truth and fact, the defendant represented to NL that he would invest NL’s money for him and promised a high rate of return. The defendant never invested NL’s money and used it for personal living expenses and to pay other creditors.

(3) The defendant asserted that he received \$190,000 from creditor MJ and that those funds were used in his heating and cooling business for “business expenses.” In truth and fact, the defendant represented to MJ that he would invest MJ’s money for him and promised a high rate of return. The defendant never invested MJ’s money and used it for personal living expenses and to pay other creditors.

18 U.S.C. § 152(2)

**COUNT 20**  
**(Bankruptcy Fraud - False Statement)**

38. The Grand Jury incorporates by reference the allegations made in paragraphs 1 through 25 into this Count of the Indictment.

On or about May 11, 2009, in the Southern Division of the Western District of Michigan,

JAMES EDWARD WIEDERHOLD,

in relation to his bankruptcy case under Title 11, did knowingly and fraudulently make a false oath and account while under oath during a deposition taken as part of the official proceedings in the bankruptcy case titled, In the Matter of James E. Wiederhold, Case ##09-92576 & 09-02695, to wit, he gave the following false statements posed to him at the proceeding:

Q: Is any property that you own being held by someone else, is your father holding any property that's yours?

A: No.

Q: No other person is holding any property that's yours?

A: No.

Q: Do you hold any property that belongs to anyone else?

A: No.

In fact, JAMES WIEDERHOLD's father, NEAL WIEDERHOLD and uncle, LARRY NIEWENHUIS held significant assets controlled, and ultimately obtained and spent, by JAMES WIEDERHOLD. As discussed in paragraphs 1 through 25, JAMES WIEDERHOLD was a principal in the Atlas Fund and convinced investors that he could make substantial returns on investment

through “hard-money lending.” Investors gave money to JAMES WIEDERHOLD and others scheming with him to invest, but no investments were ever made. JAMES WIEDERHOLD directed that the investors’ money be placed in NIEWENHUIS’ bank accounts. From there, NIEWENHUIS gave cash to JAMES WIEDERHOLD or transferred thousands of dollars to NEAL WIEDERHOLD who, in turn, gave it to JAMES WIEDERHOLD. JAMES WIEDERHOLD kept the investors’ money in NIEWENHUIS’ accounts for the specific purpose of avoiding discovery of the Atlas Fund and its related assets by his creditors and the Bankruptcy Trustee.

18 U.S.C. § 152(2)



**COUNT 21**  
**(Bankruptcy Fraud - False Statement)**

39. The Grand Jury incorporates by reference the allegations made in paragraphs 1 through 25 into this Count of the Indictment.

On October 26, 2009, in the Southern Division of the Western District of Michigan,

JAMES EDWARD WIEDERHOLD,

in relation to his bankruptcy case under Title 11, did knowingly and fraudulently make a false oath and account while under oath in a Rule 2004 examination taken as part of the official proceedings in the bankruptcy case titled, In the Matter of James E. Wiederhold, debtor, File ##09-02686 & 09-02695, to wit, he gave the following false statements posed to him at the proceeding:

Q: Okay. Now, I'm going to ask you a series of questions about assets that you may have had. The operative date is April 7th of this year, 2009, so I'll ask you to try to think back to that point in time. The first question is, how much cash you would have had on hand on April 7th?

A: Nothing, zero.

Q: And would you have had a banking account?

A: No, I have no banking accounts.

\* \* \*

Q: Interest in any partnerships or joint ventures?

A: No.

\* \* \*

Q: Other than what we've just described in terms of your assets, could you think of any asset which you may have owned in April of this year?

A: No.

\* \* \*

Q: The bankruptcy was filed in 2009, April 7th is the date which the order was entered. Between January 1st of 2009 and April 7th of 2009, how much income did you receive?

A: January 1st, zero.

\* \* \*

Q: During the same period of time this year January through April 7th, did you receive income from any source not just employment through cashing in of 401(K)s or any settlement or anything?

A: No.

\* \* \*

Q: Okay. In the last five years, did you receive any money over \$10,000?

A: No.

\* \* \*

Q: Any property that you have that doesn't belong to you?

A: No.

In fact, JAMES WIEDERHOLD's father, NEAL WIEDERHOLD and uncle, LARRY NIEWENHUIS, held significant assets controlled, and ultimately obtained and spent, by JAMES WIEDERHOLD. As discussed in paragraphs 1 through 25, JAMES WIEDERHOLD was a principal in the Atlas Fund and convinced investors that he could make substantial returns on investment through "hard money lending." Investors gave money to JAMES WIEDERHOLD and others scheming with him to invest, but no investments were ever made. JAMES WIEDERHOLD directed that the investors' money be placed in NIEWENHUIS' bank accounts. From there, NIEWENHUIS

gave cash to JAMES WIEDERHOLD or transferred thousands of dollars to NEAL WIEDERHOLD who, in turn, gave it to JAMES WIEDERHOLD. JAMES WIEDERHOLD kept the investors' money in NIEWENHUIS' accounts for the specific purpose of avoiding discovery of the Atlas Fund and its related assets by his creditors and the Bankruptcy Trustee.

18 U.S.C. § 152(2)

**COUNT 22**  
**(Bankruptcy Fraud - Concealment of Assets)**

40. The Grand Jury incorporates by reference the allegations made in paragraphs 1 through 25, which are re-alleged and incorporated as if fully set forth herein.

From on or about March 10, 2009, continuing through on or about October 29, 2010, in the Southern Division of the Western District of Michigan,

JAMES EDWARD WIEDERHOLD,  
LARRY JAMES NIEWENHUIS, and  
NEAL DAVID WIEDERHOLD

did knowingly and fraudulently conceal from a custodian, trustee, marshal, and other officer of the court charged with the control or custody of property, and, in connection with a case under Title 11, from creditors, property belonging to the estate of the debtor, to wit, JAMES WIEDERHOLD's interest in the Atlas Fund and proceeds derived from the Atlas Fund in the amount of approximately \$584,000 transferred to LARRY NIEWENHUIS' business accounts and later withdrawn, in part, as cash and given to JAMES WIEDERHOLD and/or NEAL WIEDERHOLD.

18 U.S.C. § 152(1)  
18 U.S.C. § 2

**COUNT 23**  
**(False Statement)**

On or about November 4, 2010, in Kent County, in the Southern Division of the Western District of Michigan,

NEAL DAVID WIEDERHOLD,

in a matter within the jurisdiction of the Government of the United States, did knowingly and willfully make a materially false, fraudulent, and fictitious statement or representation to Special Agents of the Internal Revenue Service, Criminal Investigation Division, that his son, JAMES EDWARD WIEDERHOLD did not have an active involvement in the Atlas Fund and that he did not receive any investment proceeds from the Atlas Fund, when, in fact, JAMES EDWARD WIEDERHOLD was an active participant of the fund and received hundreds of thousands of dollars from investors in the Atlas Fund after those funds were passed through LARRY JAMES NIEWENHUIS' business accounts.

18 U.S.C. § 1001(a)(2)



**COUNT 24**  
**(False Statement)**

On or about October 13, 2010, in Kent County, in the Southern Division of the Western District of Michigan,

LARRY JAMES NIEWENHUIS,

in a matter within the jurisdiction of the Government of the United States, did knowingly and willfully make a materially false, fraudulent, and fictitious statement or representation to a Special Agent of the Special Federal Bureau of Investigation that he did not request or obtain a letter from Macatawa Bank dated April 14, 2010 confirming that he had a banking relationship with Macatawa Bank, when, in fact, NIEWENHUIS personally requested the letter from Macatawa Bank and it later was used to convince investors that NIEWENHUIS was attempting to refinance a supposed loan made to his company, NC, by the Atlas Fund.

18 U.S.C. § 1001(a)(2)

**COUNT 25**  
**(Misprision of a Felony)**

From the summer of 2009 through on or about December 2, 2010, in the Southern Division of the Western District of Michigan, and elsewhere,

JOSEPH MICHAEL ANGIOL,

having knowledge of the actual commission of a felony cognizable by a court of the United States, to wit, wire fraud and securities fraud by ANTHONY RINKUS and JAMES WIEDERHOLD, did not as soon as possible make known the same to some judge or other person in civil or military authority under the United States and did conceal the same by omitting material facts and making material misrepresentations to investors into the Atlas Fund and investigators from the FBI concerning the legitimacy of the Atlas Fund.

18 U.S.C. § 4

**FORFEITURE ALLEGATION 1**  
**(Wire Fraud)**

The allegations contained in Counts 1-10 of this Indictment are hereby re-alleged and incorporated by reference. Upon conviction of one or more of the offenses in violation of Title 18, United States Code, Section 1343 set forth in this Indictment,

JAMES EDWARD WIEDERHOLD,  
ANTHONY DONALD RINKUS,  
JOSEPH MICHAEL ANGIOI, and  
LARRY JAMES NIEWENHUIS,

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: By virtue of the commission of the felony violations alleged in Counts 1-10 Indictment, Defendants shall forfeit to the United States the sum of \$802,480, which represents the proceeds from the fraud alleged in Counts 1-10 of the Indictment.

2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of Defendants:

- 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 pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

18 U.S.C. § 981(a)(1)(C)  
28 U.S.C. § 2461(c)  
21 U.S.C. § 853(p)

**FORFEITURE ALLEGATION 2**  
**(Securities Fraud)**

The allegations contained in Counts 11-17 of this Indictment are hereby re-alleged and incorporated by reference. Upon conviction of one or more of the offenses in violation of Title 15, United States Code, Sections 78(j) and 78ff set forth in this Indictment,

JAMES EDWARD WIEDERHOLD,  
ANTHONY DONALD RINKUS, and  
JOSEPH MICHAEL ANGIOI

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: By virtue of the commission of the felony violations alleged in Counts 11-17 of the Indictment, Defendants shall forfeit to the United States the sum of \$802,480, which represents the proceeds from the fraud alleged in Counts 11-17 of the Indictment.

2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of 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

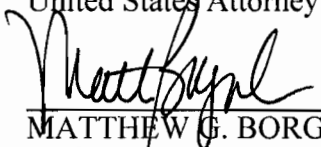
e. has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

18 U.S.C. § 981(a)(1)(C)  
28 U.S.C. § 2461(c)  
21 U.S.C. § 853(p)

A TRUE BILL

  
\_\_\_\_\_  
GRAND JURY FOREPERSON

DONALD A. DAVIS  
United States Attorney

  
\_\_\_\_\_  
MATTHEW J. BORGULA  
Assistant United States Attorney  
TIMOTHY S. LEIMAN  
Special Assistant United States Attorney