

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNITED STATES OF AMERICA

v.

ROZALIA ANN KRAMER
STEVEN GLEN SHAFFER

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1:19CR 268 -1
1:19CR 268 -2



The Grand Jury Charges:

COUNT ONE

1. At all times material herein, ROZALIA ANN KRAMER was a resident of Greensboro, Guilford County, in the Middle District of North Carolina.

2. At all times material herein, STEVEN GLEN SHAFFER was a resident of Greensboro, Guilford County, in the Middle District of North Carolina.

3. At all times material herein, Havasupai, LLC, was a limited liability corporation organized under the laws of the State of North Carolina with its office and place of business in Greensboro, North Carolina. Havasupai, LLC, was incorporated on or about June 15, 2015.

4. At all times material herein, ROZALIA ANN KRAMER and STEVEN GLEN SHAFER were members of Havasupai, LLC, each with a fifty percent interest in the business.

5. At all times material herein, New Day Living, LLC, was a limited liability corporation organized under the laws of the State of North Carolina with its office and place of business in Greensboro, North Carolina. At all times material herein, ROZALIA ANN KRAMER was a member of New Day Living, LLC, and controlled the finances and business operations of New Day Living, LLC.

6. At all times material herein, Dobry, LLC, was a limited liability corporation organized under the laws of the State of North Carolina with its office and place of business in Greensboro, North Carolina. At all times material herein, ROZALIA ANN KRAMER was a member of Dobry, LLC, and controlled the finances and business operations of Dobry, LLC.

7. At all times material herein, BA Griffin Transport, LLC, was a limited liability corporation organized under the laws of the State of North Carolina with an office and place of business in Greensboro, Guilford County, and in the trucking business.

8. At all times material herein, an individual whose initials are B.G. was a member of BA Griffin Transport, LLC, and controlled the finances, bank

accounts, and business operations of BA Griffin Transport, LLC, including the BA Griffin Transport, LLC, bank account at Bank of America, N.A.

9. At times material herein, an individual whose initials are J.V.M. was a resident of Greensboro, Guilford County, in the Middle District of North Carolina.

10. Until April 2017, J.V.M. resided in a home located at 914 Forest Hill Drive, Greensboro, Guilford County, North Carolina, which he owed in fee simple (the "Forest Hill Drive Property").

11. At all times material herein, ROZALIA ANN KRAMER was a social acquaintance of J.V.M., an elderly widower, having met him while dining at the K.W. Cafeteria located near Friendly Center in Greensboro, North Carolina. ROZALIA ANN KRAMER socialized with J.V.M., including meeting for dinner, despite the fact that J.V.M. was over forty years older than ROZALIA ANN KRAMER.

12. At all times material herein, an individual whose initials are D.K. was a resident of Guilford County, North Carolina. In reliance on representations made by ROZALIA ANN KRAMER, D.K. invested in various properties controlled by ROZALIA ANN KRAMER, including a residential property located at 2605 Liberty Road, Greensboro, Guilford County, North Carolina (the "Liberty Road Property").

13. At all times material herein, D.K. resided at the Liberty Road Property without a written lease and without making rental payments. D.K. moved into the Liberty Road Property for the purpose of making needed repairs to the house to protect his investment.

14. At all times material herein, an individual whose initials are C.S. was a resident of Rockingham County, North Carolina, and an employee of ROZALIA ANN KRAMER.

15. At no time did C.S. reside at a residential property located at 4817 Tara Drive, Greensboro, Guilford County, North Carolina (the "Tara Drive Property"), but resided in the City of Reidsville, Rockingham County, North Carolina. As of September 8, 2015, ROZALIA ANN KRAMER resided at the Tara Drive Property.

16. At all times material herein, B2R Finance, LP, was a limited partnership organized under the laws of the State of Delaware with an office in Charlotte, North Carolina, and was in the business of providing commercial loans to qualified borrowers in the Middle District of North Carolina, and elsewhere.

17. At all times material herein, OS National, LLC, was in the business of providing real estate settlement services, including wire transfer services, and maintained a place of business in Duluth, Georgia.

18. At all times material herein, an individual whose initials are G.L. was a resident of the State of New York.

19. From on or about October 1, 2015, to on or about May 1, 2017, in the County of Guilford, in the Middle District of North Carolina, and elsewhere, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER did devise and intend to devise a scheme and artifice to defraud B2R Finance, LP, J.V.M., D.K., and G.L. of money in the amount of approximately \$307,000.00 and title to the residence located at 914 Forest Hill Drive, Greensboro, North Carolina, through material false pretenses, representations, and promises by inducing J.V.M. to transfer title of his home at 914 Forest Hill Drive, Greensboro, North Carolina, under the false pretense that such transfer was part of a reverse mortgage arrangement to be secured by a life estate in the property and by inducing B2R Finances, LP, to make a commercial loan to Havasupai, LLC, in the approximate amount of \$307,000.00 under the false and fraudulent pretense that three properties located in Greensboro, North Carolina, including the residence at 914 Forest Hill Drive, Greensboro, North Carolina, were rental properties under written leases with tenants who were occupying the properties and making rental payments, when in fact, as ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER then well knew, the properties were not being occupied by tenants paying rent, the leases provided

to B2R Finance, LP, by ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER were false and fraudulent, the life estate provided to J.V.M in his residence at 914 Forest Hill Drive was made subordinate to a deed of trust in favor of B2R Finance, LP, and ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER did not intend to make any payments on the loan from B2R Finance, LP, or to make any payments on the investments of D.K. and G.L., instead intending to convert the loan proceeds to their own use and purpose and abandoning the properties in Greensboro, including the residence at 914 Forest Hill Drive, Greensboro, North Carolina, to forfeiture, such scheme and artifice to defraud making use of interstate wire and bank wire communications.

METHODS AND MEANS

20. It was part of the scheme and artifice to defraud that ROZALIA ANN KRAMER induced G.L. to transfer \$15,000.00 to her control and use under the pretense that such money was being invested in the Liberty Road Property and that such property was ready for sale and that such sale would net a \$5,000.00 profit for G.L.

21. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER provided G.L. with a document entitled "Assignment and Quitclaim of Beneficial Interest in Personal Property Trust"

purporting to transfer to G.L. one hundred percent interest in a trust known as the "Bass Trust" that ROZALIA ANN KRAMER represented held ownership interest in the Liberty Road Property, when in fact, as ROZALIA ANN KRAMER then well knew, the Bass Trust held no interest in the Liberty Road Property.

22. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER controlled the Liberty Road Property through a trust known as the "Williams Trust" of which Dobry, LLC, was the trustee.

23. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER, as managing member of Dobry, LLC, transferred ownership by warranty deed from the Williams Trust to Havasupai, LLC, without providing any notice to G.L., despite his purported ownership interest in the Liberty Road Property.

24. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER represented to J.V.M. that she was a wealthy real estate investor who could enter into a reverse mortgage arrangement with J.V.M. for the purpose of accessing the equity in the Forest Hill Drive Property to use for living expenses while he resided at the residence during his life.

25. It was a further part of the scheme and artifice to defraud that on November 20, 2015, ROZALIA ANN KRAMER directed and caused J.V.M. to

transfer title of the Forest Hill Drive Property to Havasupai, LLC, as part of the purported reverse mortgage arrangement.

26. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER prepared and signed in her name a false residential lease agreement between New Day Living, LLC, and J.V.M. purporting to show that J.V.M. had entered into a lease agreement to reside at the Forest Hill Drive Property for the monthly rental amount of \$1,495.00, said lease term to begin on October 1, 2015, when in fact, as ROZALIA ANN KRAMER then well knew, J.V.M. had not entered into the lease agreement, was not making rental payments, and resided at the Forest Hill Drive property under the belief that he had entered into a reverse mortgage agreement with ROZALIA ANN KRAMER

27. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER prepared and signed in her name a false residential lease agreement between New Day Living, LLC, and C.S. purporting to show that C.S. had entered into a lease agreement to reside at the Tara Drive Property for the monthly rental amount of \$1,350.00, said lease term to begin on June 10, 2015, when in fact, as ROZALIA ANN KRAMER then well knew, C.S. had not entered into the lease agreement, did not reside at the Tara Drive Property, and was not making rental payments.

28. It was a further part of the scheme and artifice to defraud that that ROZALIA ANN KRAMER prepared and signed in her name a false residential lease agreement between New Day Living, LLC, and D.K. purporting to show that D.K. had entered into a lease agreement to reside at the Liberty Road Property for the monthly rental amount of \$1,400.00, said lease term to begin on July 1, 2015, when in fact, as ROZALIA ANN KRAMER then well knew, D.K. had not entered into the lease agreement and was not making rental payments.

29. It was a further part of the scheme and artifice to defraud that on or about September 8, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER caused Havasupai, LLC to apply for a loan from B2R Finance, LP, in the amount of \$307,000.00 under the false pretense that Havasupai, LLC, had good and clean title to the Forest Hill Property, the Liberty Road Property, and the Tara Drive Property, and that each of the properties were leased under the terms and conditions of the false and fraudulent leases created by ROZALIA ANN KRAMER.

30. It was a further part of the scheme and artifice to defraud that on or about September 8, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER provided B2R Finance, LP, with copies of the false and fraudulent lease agreements for the Forest Hill Drive Property, the Tara Drive Property,

and the Liberty Road Property, for the purpose of fraudulently inducing B2R Finance, LP, to loan \$307,000 to Havasupai, LLC.

31. It was a further part of the scheme and artifice to defraud that on or about November 20, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, as members of Havasupai, LLC, executed and signed a Commercial Loan Agreement between B2R Finance, LP, and Havasupai, LLC, for a loan in the amount of \$307,000 (the "Loan Agreement").

32. It was a further part of the scheme and artifice to defraud that as part of the Loan Agreement, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER agreed and represented to B2R Finance, LP, that the Forest Hill Drive Property, the Tara Drive Property, and the Liberty Road Property were each leased pursuant to the terms of the false and fraudulent leases created by ROZALIA ANN KRAMER.

33. It was a further part of the scheme and artifice to defraud that as part of the Loan Agreement ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER represented to B2R Finance, LP, that no person other than Havasupai, LLC, had an ownership interest the Forest Hill Property, the Tara Drive Property, and the Liberty Road Property.

34. It was a further part of the scheme and artifice to defraud that as part of the Loan Agreement ROZALIA ANN KRAMER and STEVEN GLEN

SHAFFER provided a document entitled "Rent Roll" that represented that the Forest Hill Drive Property, the Tara Drive Property, and the Liberty Road Property were leased for the terms set forth in the fraudulent leases prepared by ROZALIA ANN KRAMER.

35. It was a further part of the scheme and artifice to defraud that as part of the Loan Agreement ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER agreed that Havasupai, LLC, would make monthly payments of \$2,130.01 to B2R Finance, LP, when in fact ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER had no intentions of making any payments to B2R Finance, LP, on the Loan Agreement, intended to convert the loan proceeds to their own use, and abandon the Forest Hill Property, Tara Drive Property, and Liberty Road Property to foreclosure.

36. It was further part of the scheme and artifice to defraud that on or about November 20, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER executed an "Assignment of Leases, Contracts and Asset-Related Property" assigning all of the interest of Havasupai, LLC, in any leases to B2R Finance, LP, when as ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER then well knew, the leases on the Forest Hill Drive Property, the Tara Drive Property, and the Liberty Road Property were false and fraudulent.

37. It was a further part of the scheme and artifice to defraud that on or about November 20, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER executed a "Closing Certificate," to which was attached listed a "Rent Roll" for the Forest Hill Drive property, the Liberty Road property, and the Tara Drive property, by which ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER certified that all of the representations made by ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER in the loan documents was true, correct, and complete as of the closing date and that the "Rent Roll" was true, accurate, and complete when in fact, as ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER then well knew, the "Rent Roll" was false and fraudulent and ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER had made false and fraudulent misrepresentations of fact to induce B2R Finance, LP, to make the loan to Havasupai, LLC.

38. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER concealed from B2R Finance, LP, that J.V.M. continued to reside in the Forest Hill Drive Property under the belief that he had entered into a reverse mortgage agreement with ROZALIA ANN KRAMER.

39. It was a further part of the scheme and artifice to defraud that at the closing of the loan to Havasupai, LLC, by B2R Finance, LP, on November

20, 2015, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER directed that the amount of \$148,760.66 be wired from the loan proceeds to a Bank of Oak Ridge account in the name of J.V.M., representing the proceeds of the purported reverse mortgage agreement.

40. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER concealed and failed to represent to J.V.M. that the proceeds of the purported reverse mortgage were, as ROZALIA ANN KRAMER then well knew, monies fraudulently obtained from B2R Finance, LP.

41. It was a further part of the scheme and artifice to defraud that at the closing of the loan to Havasuapi, LLC, by B2R Finances, LP, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER directed that the amount of \$15,445.20 be wired from the loan proceeds to a Bank of Oak Ridge bank account in the name of Dobry, LLC.

42. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER granted as part of the loan agreement between Havasupai, LLC, and B2R Finance, LP, a first deed of trust on the Forest Hill Drive Property securing the loan from B2R Finances, LP, despite the representations of ROZALIA ANN KRAMER to J.V.M. that he had entered into a reverse mortgage agreement with her and could live in the Forest Hill Drive Property until his death.

43. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER induced J.V.M. to loan \$75,000.00 of the proceeds of the purported reverse mortgage to her on the pretense that such money would be for a business loan that would be repaid in a year, when in fact, as ROZALIA ANN KRAMER then well knew, she intended to convert the money to her own personal use without paying any portion back to J.V.M.

44. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, through Havasuapi, LLC, provided J.V.M. with a promissory note in the amount of \$75,000 secured by a second deed of trust on the Forest Hill Drive Property despite the fact that the Loan Agreement prohibited ROZALIA ANN KRAMER, STEVEN GLEN SHAFFER, and Havasupai, LLC, from further encumbering the Forest Hill Drive Property.

45. It was a further part of the scheme and artifice to defraud that On November 24, 2015 ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER through Havasupai, LLC, provided J.V.M. with a life estate in the Forest Hill Drive Property despite the fact that the Loan Agreement prohibited ROZALIA ANN KRAMER, STEVEN GLEN SHAFFER and Havasupai, LLC, from further encumbering the Forest Hill Drive Property and, as ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER then well knew, such life estate was

subordinate to the deed of trust of B2R Finance, LP, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER did not intend to make payments under the Loan Agreement and such life estate would be extinguished by foreclosure by B2R Finance, LP, on the first deed of trust.

46. It was a further part of the scheme and artifice to defraud that ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER failed to make any payments on the Loan Agreement and allowed Havasupai, LLC, to default under the terms of the Loan Agreement exposing the Forest Hill Drive Property, the Tara Drive Property, and the Liberty Road Property to foreclosure.

47. It was a further part of the scheme and artifice to defraud, that ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER failed to inform J.V.M, G.L., and D.K that the Forest Hill Drive Property, the Tara Drive Property, and the Liberty Road Property were subject to being foreclosed on by B2R Finance, LP.

48. It was a further part of the scheme and artifice to defraud that on or about August 2016, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER transferred the office of Havasupai, LLC, from Greensboro, North Carolina, to the State of Colorado, and thereafter caused Havasupai, LLC, to cease business operations.

49. It was a further part of the scheme and artifice to defraud that on or about August 26, 2016, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER moved to the State of Colorado and ceased all contact with B2B Finance, LP, G.L., C.S., and J.V.M.

EXECUTION

On or about November 20, 2015, in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, for the purpose of executing and attempting to execute a scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire communications in interstate commerce from the offices of OS National, LLC, in Duluth, Georgia, to the office of the Register of Deeds of Guilford County, Greensboro, North Carolina, certain writings, signs, signals, and sounds, that is, an electronic file copy of a North Carolina Special Warranty Deed dated November 13, 2015, transferring title of the Forest Hill Drive Property from J.V.M. to Havasupai, LLC; in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT TWO

1. The Grand Jurors reallege and incorporate paragraphs 1 through 49 of Count One as if set forth fully herein.

2. On or about November 20, 2015 , in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, for the purpose of executing and attempting to execute a scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, and sounds, that is, a bank wire transfer of \$148,760.56 from OS National, LLC, in Duluth, Georgia, to the NewBridge Bank account of a person whose initials are J.V.M. in Guilford County, North Carolina; in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT THREE

1. The Grand Jurors reallege and incorporate paragraphs 1 through 49 of Count One as if set forth fully herein.

2. On or about November 20, 2015, in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, for the purpose of executing and attempting to execute a scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, and sounds, that is, a bank wire transfer of \$15,445.20 from OS National, LLC, in Duluth, Georgia, to the Bank of Oak Ridge account of Dobry,

LLC, in Guilford County, North Carolina; in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT FOUR

1. At all times material herein, Bank of America, N.A., and all its branches, were financial institutions within the meaning of Title 18, United States Code, Section 1956(c)(6), and Title 31, United States Code, Section 5312(a)(2), that is a bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, and which operated in interstate commerce.

2. On or about November 23, 2015, in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, that is, the deposit of \$50,000.00 into the Bank of America, N.A., account of BA Griffin Transport, LLC, such property having been derived from a specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343; in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT FIVE

1. At all times herein, Bank of Oak Ridge and all its branches were financial institutions within the meaning of Title 18, United States Code,

Section 1956(c)(6), and Title 31, United States Code, Section 5312(a)(2), that is, a bank, the deposits of which were insured by the Federal Deposit Insurance Corporation and which operated in interstate commerce.

2. On or about November 24, 2015, in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, that is, the deposit of \$25,000.00 into the Bank of Oak Ridge checking account of Dobry, LLC, such property having been derived from specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343; all in violation of Title 18, United States Code, Sections 1957 and 2.

COUNT SIX

1. At all times material herein, Bank of Oak Ridge was a financial institution within the meaning of Title 18, United States Code, Section 1956(c)(6), and Title 31, United States Code, Section 5312(a)(2), that is, a bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, and was engaged in interstate commerce and which operated in interstate commerce.

2. On or about November 23, 2015, in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER did knowingly and willfully conduct and cause to be conducted a financial transaction involving Bank of Oak Ridge, that is, the withdrawal of \$1,000.00 in cash from the Bank of Oak Ridge checking account of Dobry, LLC, which involved proceeds of specified unlawful activity, that is, wire fraud, in violation of Title 18 United States Code, 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of said specified unlawful activity, and that while conducting and causing to be conducted such financial activity knew that the property involved in the financial transaction, that is, cash in the amount of approximately \$1,000.00, represented the proceeds of some form of unlawful activity; in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

COUNT SEVEN

1. At all times material herein, Bank of Oak Ridge was a financial institution within the meaning of Title 18, United States Code, Section 1956(c)(6), and Title 31, United States Code, Section 5312(a)(2), that is, a bank, the deposits of which were insured by the Federal Deposit Insurance

Corporation, and was engaged in interstate commerce and which operated in interstate commerce.

2. On or about November 25, 2015 in the County of Guilford, in the Middle District of North Carolina, ROZALIA ANN KRAMER did knowingly and willfully conduct and cause to be conducted a financial transaction involving Bank of Oak Ridge , that is, the withdrawal of \$2,500.00 in cash from the Bank of Oak Ridge checking account of Dobry, LLC, which involved proceeds of specified unlawful activity, that is, wire fraud in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of said specified unlawful activity, and that while conducting and causing to be conducted such financial activity knew that the property involved in the financial transaction, that is, cash in the amount of approximately \$2,500.00, represented the proceeds of some form of unlawful activity; in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

FORFEITURE ALLEGATION

1. The allegations contained in this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant

to Title 18, United States Code, Sections 981(a)(1)(C), Title 18, United States Code, Section 982(a)(1), and Title 28, United States Code, Section 2461(c).

2. Upon conviction of one or more of the offenses alleged in Counts One, Three, and Five, the defendants, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), any property, real or personal, which constitutes or is derived from proceeds traceable to such offense or a conspiracy to commit such offense.

3. Upon conviction of one or more of the offenses alleged in Counts Six through Nine, the defendants, ROZALIA ANN KRAMER and STEVEN GLEN SHAFFER, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense, or any property traceable to such property.

4. The property to be forfeited includes but is not limited to a money judgment in an amount equal to the total amount subject to forfeiture.

5. If, as a result of any act or omission of the defendant, any property subject to forfeiture:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person or entity;

- 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).

All in accordance with Title 18, United States Code, Sections 981(a)(1)(C), Title 18, United States Code, Sections 982(a)(1), Rule 32.2, Federal Rules of Criminal Procedure, and Title 28, United States Code, Section 2461(c).

DATED: May 28, 2019

MATTHEW G.T. MARTIN
United States Attorney



BY: FRANK J. CHUT, JR.
Assistant United States Attorney

A TRUE BILL:



FOREPERSON