

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

Holding a Criminal Term

Grand Jury Sworn in on March 13, 2025

UNITED STATES OF AMERICA

v.

**MICHELLE SHROPSHIRE and
HARLISHA JONES,**

Defendants.

CRIMINAL NO. _____

GRAND JURY ORIGINAL

VIOLATIONS:

**Count 1: 18 U.S.C. § 1349 (Conspiracy to
Commit Mail Fraud, Wire Fraud, and
Health Care Fraud)**

**Count 2: 18 U.S.C. §§ 1347, 2 (Health Care
Fraud and Aiding and Abetting)**

**Counts 3-4: 18 U.S.C. §§ 1343, 2 (Wire
Fraud and Aiding and Abetting)**

**Count 5: 18 U.S.C. §§ 1341, 2 (Mail Fraud
and Aiding and Abetting)**

**Count 6: 18 U.S.C. §§ 1028A, 2
(Aggravated Identity Theft and Aiding and
Abetting)**

FORFEITURE ALLEGATION:

**18 U.S.C. § 981(a)(1)(C); 18 U.S.C. §
982(a)(7); 21 U.S.C. § 853(p); and
28 U.S.C. § 2461(c)**

UNDER SEAL

INDICTMENT

The Grand Jury for the District of Columbia charges that, at all times material to this

Indictment, on or about the dates and times stated herein:

Background

1. The Washington Metropolitan Area Transit Authority (“WMATA”) was a multi-jurisdictional government agency, formed by interstate compact among Washington, D.C., Virginia, and Maryland and established for the purpose of providing public transportation in the Washington, D.C. metropolitan area, with offices in and around Washington, D.C.

2. The American Family Life Assurance Company of Columbus (“Aflac”) was an insurance company, based in Columbus, Georgia, which offered a health care benefit program through providing supplemental insurance coverage to policyholders to reimburse them for health care benefits, items, or services. Aflac offered, among other policy types, an Accident Policy, Cancer Policy, Hospital Indemnity Policy, and Short-Term Disability Policy. Aflac processed all claims submitted upon receipt of supporting documentation, and claims were paid to policyholders by check or electronic deposit.

3. When filing an Aflac health care or disability claim, a policyholder submitted several necessary forms, including, but not limited to, an “Initial Disability Claim Form” or a “Continuing Disability Claim Form.” These forms were filled out with policyholder/patient information (*e.g.*, name, date of birth, and address) and descriptive information about the disability or injury (*e.g.*, date of occurrence and how it occurred). Another necessary form was a “Physician’s Statement.” This form included similar policyholder/patient information and other specifics that were filled out by the patient’s physician and/or the physician’s office (*e.g.*, the physician’s name and address, diagnosis information, the date and details about the injury, the date the patient was first seen by the physician, and the dates of future appointments). At the bottom of this form was also a signature line to be signed by the patient’s physician who completed the form.

4. Aflac provided health care insurance services to WMATA and its employees, including for medical and short-term disability insurance. Through the benefits it provided under these policies, Aflac was a “health care benefit program” as defined in Title 18, United States Code, Section 24(b).

5. Defendant MICHELLE SHROPSHIRE was a resident of the State of Maryland. SHROPSHIRE worked as a Train Operator for WMATA that operated in the District of Columbia and elsewhere. SHROPSHIRE held a Short-Term Disability Policy with Aflac. SHROPSHIRE maintained a bank account ending in 1664 at Navy Federal Credit Union.

6. Defendant HARLISHA JONES was a resident of the District of Columbia and of the State of Maryland. JONES worked as a Train Operator for WMATA that operated in the District of Columbia and elsewhere. JONES held an Accident Policy, Cancer Policy, Hospital Indemnity Policy, and Short-Term Disability Policy with Aflac. JONES maintained a checking account ending in 5003 at USAA Federal Savings Bank, and a savings account ending in 8446 at USAA Federal Savings Bank.

7. Sharon Washington was an employee of WMATA. Washington held a Short-Term Disability Policy with Aflac.

8. Selethia Blake was an employee of WMATA. Blake held a Short-Term Disability Policy with Aflac.

9. Brady Turner was an employee of WMATA. Turner held a Short-Term Disability Policy with Aflac.

10. Lushawn Foreman was an employee of WMATA. Foreman held a Short-Term Disability Policy with Aflac.

11. Margot Jackson was an employee of WMATA. Jackson held a Short-Term Disability Policy with Aflac.

12. Person 2 was an employee of WMATA. Person 2 held a Short-Term Disability Policy with Aflac.

13. Person 1 was JONES's physician. Person 1 worked at Kaiser Permanente.

Shropshire's Scheme

14. Beginning at least in or about March 3, 2020, and continuing thereafter through at least in or about January 18, 2024, in the District of Columbia and elsewhere, SHROPSHIRE assisted numerous WMATA employees, including JONES, with preparing and submitting fraudulent health care and short-term disability insurance claims to Aflac. As part of the scheme, SHROPSHIRE created fraudulent medical excuse notes using the information of real doctors, forged the doctors' signatures on the fraudulent notes, completed fraudulent physician's statements that accompanied the insurance claims, forged the doctors' signatures on the fraudulent physician's statements, and submitted the claims to Aflac on behalf of the WMATA employees, including JONES and SHROPSHIRE.

15. As a result of the fraudulent claims, the WMATA employees, including JONES and SHROPSHIRE, received supplemental health care and disability insurance payments from Aflac for claimed injuries, medical treatments, and disability periods that did not exist.

16. The WMATA employees, including JONES and SHROPSHIRE, also continued to perform their WMATA duties as normal and received a full WMATA paycheck during the periods that they were supposedly on disability leave.

17. Shortly after Aflac paid each claim to the WMATA employees, the employees, including JONES, paid a kickback to SHROPSHIRE using a percentage of the total claim payment.

18. In total, as further described below, SHROPSHIRE's scheme to submit fraudulent claims to Aflac through herself and the other WMATA employees listed herein, resulted in fraud-induced payments from Aflac of at least \$362,035.14.

19. Sharon Washington was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

20. SHROPSHIRE submitted the following fraudulent claims to Aflac using Washington's Aflac account, resulting in payments from Aflac to Washington:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
April 11, 2022	034062041	\$19,590.00
June 28, 2022	035186963	\$8,048.33
September 7, 2022	036352223	\$8,035.00
TOTAL		\$35,673.33

21. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Washington paid kickbacks to Shropshire using a percentage of the total claim payments.

22. Selethia Blake was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

23. SHROPSHIRE submitted the following fraudulent claims to Aflac using Blake's Aflac account, resulting in payments from Aflac to Blake:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
September 10, 2020	023985144	\$8,466.67
August 16, 2022	030086719	\$16,666.67
February 8, 2022	032983302	\$10,625.00
May 25, 2022, and June 28, 2022	034698455	\$3,726.67
March 10, 2023, and March 28, 2023	040056683	\$11,213.33
TOTAL		\$50,698.34

24. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Blake paid kickbacks to Shropshire using a percentage of the total claim payments.

25. Brady Turner was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

26. SHROPSHIRE submitted the following fraudulent claims to Aflac using Turner's Aflac account, resulting in payments from Aflac to Turner:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
July 26, 2021	029736882	\$15,895.00
January 25, 2022	032761515	\$14,178.33
February 17, 2023	039627556	\$15,600.00
TOTAL		\$45,673.33

27. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Turner paid kickbacks to Shropshire using a percentage of the total claim payments.

28. Lushawn Foreman was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

29. SHROPSHIRE submitted the following fraudulent claims to Aflac using Foreman's Aflac account, resulting in payments from Aflac to Foreman:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
January 5, 2021	025742706	\$17,940.81
September 20, 2021, and October 20, 2021	030639841	\$18,451.00
April 4, 2022	033941173	\$16,795.00
October 31, 2022	037210585	\$445.00
November 2, 2022	037210566	\$17,900.00
April 13, 2023, and April 18, 2023	040754013	\$9,675.00
TOTAL		\$81,206.81

30. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Foreman paid kickbacks to Shropshire using a percentage of the total claim payments.

31. Margot Jackson was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

32. SHROPSHIRE submitted the following fraudulent claims to Aflac using Jackson's Aflac account, resulting in payments from Aflac to Jackson:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
April 20, 2020	021559919	\$9,736.67
June 4, 2020	022331676	\$4,063.33
February 16, 2021	027082491	\$9,660.00
May 20, 2021	028777999	\$5,826.67
October 7, 2021	030748682	\$5,980.00
December 28, 2021	032056534	\$4,063.33

April 28, 2022	034345799	\$4,293.33
June 24, 2022	035063565	\$4,063.33
TOTAL		\$47,686.66

33. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Jackson paid kickbacks to Shropshire using a percentage of the total claim payments.

34. Person 2 was one of the WMATA employees for whom SHROPSHIRE helped to prepare and submit fraudulent insurance claims to Aflac.

35. SHROPSHIRE submitted the following fraudulent claims to Aflac using Person 2's Aflac account, resulting in payments from Aflac to Person 2:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
March 3, 2020	020929626	\$8,135.00
April 23, 2020	021797490	\$3161.67
June 3, 2020	022314971	\$1353.33
June 28, 2021	029334832	\$9,441.67
June 8, 2022	034941915	\$10,113.33
TOTAL		\$32,205.00

36. In exchange for SHROPSHIRE's assistance in submitting those fraudulent claims, Person 2 paid kickbacks to Shropshire using a percentage of the total claim payments.

37. SHROPSHIRE also submitted the following fraudulent claims to Aflac using SHROPSHIRE's own Aflac account, resulting in payments from Aflac to SHROPSHIRE:

<u>On or About Date Paid</u>	<u>Claim Number</u>	<u>Payment Amount</u>
December 12, 2022	038341546	\$6416.67
February 2, 2023	038341546	\$3,725.00

TOTAL	\$10,141.67
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COUNT ONE

(Conspiracy to Commit Mail Fraud, Wire Fraud, and Health Care Fraud)

The Conspiracy

38. Paragraphs 1 through 37 are hereby incorporated and realleged.

39. Beginning at least in or about June 30, 2021, and continuing thereafter through at least in or about January 18, 2024, in the District of Columbia and elsewhere, the defendants,

MICHELLE SHROPSHIRE and HARLISHA JONES,

did unlawfully, willfully, and knowingly conspire, combine, confederate, and agree together and with each other to commit offenses against the United States, that is:

- a. mail fraud, by engaging in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises and for the purpose of executing and attempting to execute the scheme to defraud, knowingly causing to be delivered mail matter, in violation of 18 U.S.C. § 1341;
- b. wire fraud, by engaging in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises and for the purpose of executing and attempting to execute the scheme to defraud, knowingly causing an interstate wire transmission, in violation of 18 U.S.C. § 1343; and
- c. health care fraud, by engaging in a scheme to defraud a health care benefit program, namely Aflac, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property

owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care and disability benefits, items, and services, in violation of 18 U.S.C. § 1347.

Purpose of the Conspiracy

40. A purpose of the conspiracy was, among others, for the defendants to enrich themselves and each other by submitting false and fraudulent claims, medical records, and supporting documentation to Aflac seeking reimbursement for health care and disability benefits, items, or services in relation to claimed injuries, medical treatments, and disability periods that did not exist.

Manner and Means of the Conspiracy

41. The defendants carried out their conspiracy and scheme to defraud through the following manner and means, among others.

42. SHROPSHIRE assisted JONES with preparing and submitting fraudulent health care and short-term disability insurance claims to Aflac, for which SHROPSHIRE received kickbacks from JONES using a percentage of the claim proceeds.

Acts in Furtherance of the Conspiracy

43. JONES provided SHROPSHIRE with the information needed to submit health care and disability claims to Aflac, including, but not limited to, JONES's name, date of birth, and address, the name and contact information of Person 1 (JONES's physician), copies of JONES's WMATA paystubs, and JONES's Aflac insurance policy information.

44. On or about June 30, 2021, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's lower back. The claim included a Physician's Statement and multiple

forged Medical Excuse Notes that were purportedly completed and signed by Person 1. Aflac assigned the claim with Claim Number 029476124, and on or about July 7, 2021, Aflac electronically deposited \$12,380.00 into JONES's USAA Federal Savings Bank account ending in 5003.

45. On or about July 9, 2021, JONES paid SHROPSHIRE \$2,400 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim.

46. On or about December 23, 2021, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's left hand. The claim included a Physician's Statement and multiple forged Medical Excuse Notes that were purportedly completed and signed by Person 1. Aflac assigned the claim with Claim Number 032388615, and on or about January 12, 2022, Aflac electronically deposited \$10,000.00 into JONES's USAA Federal Savings Bank account ending in 5003.

47. On or about January 14, 2022, JONES paid SHROPSHIRE \$2,000 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim.

48. On or about February 15, 2022, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's left hand. The claim included a Physician's Statement and a forged Medical Excuse Note that were purportedly completed and signed by Person 1.

Aflac assigned the claim with Claim Number 033229279, and on or about February 21, 2022, Aflac electronically deposited \$2,025.00 into JONES's USAA Federal Savings Bank account ending in 5003.

49. On or about February 23, 2022, JONES paid Person 3 \$400 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim. Person 3 then paid the \$400 to SHROPSHIRE.

50. On or about October 27, 2022, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's hip. The claim included two Physician's Statements that were purportedly completed and signed by Person 1. On or about November 2, 2022, SHROPSHIRE and JONES electronically submitted one of those Physician's Statements to Aflac through JONES's Aflac portal while in the District of Columbia. Aflac assigned the claim with Claim Number 037265413, and on or about November 3, 2022, Aflac electronically deposited \$10,266.67 into JONES's USAA Federal Savings Bank account ending in 5003.

51. On or about November 4, 2022, JONES paid SHROPSHIRE \$2,000 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim.

52. On or about May 5, 2023, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's right shoulder. The claim included a Physician's Statement and multiple forged Medical Excuse Notes that were purportedly completed and signed by Person 1.

Aflac assigned the claim with Claim Number 041175411, and on or about May 16, 2023, Aflac electronically deposited \$13,105.00 into JONES's USAA Federal Savings Bank account ending in 5003.

53. On or about May 18, 2023, JONES paid SHROPSHIRE \$2,400 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim.

54. On or about January 9, 2024, SHROPSHIRE and JONES submitted a fraudulent insurance claim to Aflac using JONES's Aflac insurance policies. The claimed disability was for an injury to JONES's neck and back, and migraines. The claim included a Physician's Statement and a forged Medical Excuse Note that were purportedly completed and signed by Person 1. On or about January 6, 2024, when discussing one or more documents to be submitted in support of this claim, JONES, while in the District of Columbia, texted SHROPSHIRE asking "Good afternoon was you able to modify[.]" Aflac assigned the claim with Claim Number 045648793, and on or about January 16, 2024, Aflac electronically deposited \$10,973.33 into JONES's USAA Federal Savings Bank account ending in 8446. On or about January 16, 2024, Aflac also mailed a copy of the Explanation of Benefits for Claim Number 045648793 to JONES in the District of Columbia.

55. On or about January 18, 2024, JONES paid SHROPSHIRE \$2,200 using a portion of the proceeds from the insurance claim, fulfilling JONES's agreement to kick back a portion of the claim proceeds to SHROPSHIRE in exchange for SHROPSHIRE's assistance in preparing and submitting the fraudulent insurance claim.

(Conspiracy to Commit Mail Fraud, Wire Fraud, and Health Care Fraud, in violation of Title 18, United States Code, Section 1349)

COUNT TWO

(Health Care Fraud)

56. Paragraphs 1 through 37 and 40 through 55 are hereby incorporated and realleged.

57. Beginning at least in or about June 30, 2021, and continuing thereafter through at least in or about January 18, 2024, in the District of Columbia and elsewhere, the defendants,

MICHELLE SHROPSHIRE and HARLISHA JONES,

did knowingly and willfully execute and attempt to execute a scheme to defraud, and obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, Aflac, a health care benefit program as defined in Title 18, United States Code, Section 24(b), in connection with the delivery of and payment for health care and disability benefits, items, and services.

58. For purposes of executing the scheme to defraud, the defendants SHROPSHIRE and JONES submitted or caused to be submitted to Aflac false and fraudulent claims for reimbursement for health care and disability benefits, items, or services in relation to claimed injuries, medical treatments, and disability periods that did not exist.

59. As a result of these false and fraudulent claims, the defendants SHROPSHIRE and JONES caused Aflac to pay approximately \$58,750 for reimbursement for health care and disability benefits, items, or services in relation to claimed injuries, medical treatments, and disability periods that did not exist.

(Health Care Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1347, 2)

COUNTS THREE THROUGH FOUR

(Wire Fraud)

60. Paragraphs 1 through 37 and 40 through 55 are hereby incorporated and realleged.

61. Beginning at least in or about June 30, 2021, and continuing thereafter through at least in or about January 18, 2024, in the District of Columbia and elsewhere, the defendants,

MICHELLE SHROPSHIRE and HARLISHA JONES,

devised and intended to devise and participated in a scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, and concealment of fact, to wit, they devised a scheme to submit false and fraudulent health care and short-term disability insurance claims to Aflac, in order to obtain benefits payments.

62. On or about the following dates, in the District of Columbia and elsewhere, for the purpose of executing and attempting to execute the above-described scheme to defraud, the defendants SHROPSHIRE and JONES knowingly transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce the following writings, signs, signals, pictures, and sounds:

COUNT	APPROXIMATE DATE OF WIRE COMMUNICATION	DESCRIPTION
3	November 2, 2022	An interstate wire signal originating from the District of Columbia generated by SHROPSHIRE and JONES uploading an Initial Disability Claim Form – Physician’s Statement for Claim Number 037265413 through JONES’s Aflac portal
4	January 6, 2024	An interstate wire signal originating from the District of Columbia generated by JONES’s text message from phone number 301-408-9623 to SHROPSHIRE at phone number 202-491-5785, stating “Good afternoon was you able to modify”

(Wire Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1343, 2)

COUNT FIVE

(Mail Fraud)

63. Paragraphs 1 through 37 and 40 through 55 are hereby incorporated and realleged.

64. Beginning at least in or about June 30, 2021, and continuing thereafter through at least in or about January 18, 2024, in the District of Columbia and elsewhere, the defendants,

MICHELLE SHROPSHIRE and HARLISHA JONES,

knowingly devised a scheme to defraud, and to obtain property by means of materially false and fraudulent pretenses, representations, and promises, and concealment of fact, to wit, they devised a scheme to submit false and fraudulent health care and short-term disability insurance claims to Aflac, in order to obtain benefits payments.

65. On or about the following dates, in the District of Columbia and elsewhere, for the purpose of executing and attempting to execute the above-described scheme to defraud, the defendants SHROPSHIRE and JONES knowingly caused to be placed in a post office and authorized depository for mail matter, to be sent and delivered by the Postal Service according to the direction thereon in the District of Columbia, the following mail matter:

COUNT	APPROXIMATE DATE OF MAILING	DESCRIPTION
5	January 16, 2024	Explanation of Benefits from Aflac to JONES in the District of Columbia notifying JONES of a \$10,973.33 payment for Claim Number 045648793

(Mail Fraud and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1341, 2)

COUNT SIX

(Aggravated Identity Theft)

66. Paragraphs 1 through 37 and 40 through 55 are hereby incorporated and realleged.

67. On or about November 2, 2022, in the District of Columbia and elsewhere, the defendants,

MICHELLE SHROPSHIRE and HARLISHA JONES,

did knowingly transfer, possess, and use, without lawful authority, a means of identification of another person, that is, the name, signature, and taxpayer identification number of Person 1, during and in relation to Counts One, Two, and Three of this Indictment, knowing that the means of identification belonged to another actual person.

(Aggravated Identity Theft and Aiding and Abetting, in violation of Title 18, United States Code, Sections 1028A, 2)

FORFEITURE ALLEGATION

68. Upon conviction of any of the offenses alleged in Counts One and/or Three through Five of this Indictment, the defendants, MICHELLE SHROPSHIRE and HARLISHA JONES, shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to these offenses, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c). The United States will also seek a forfeiture money judgment equal to the value of any property, real or personal, which constitutes or is derived from proceeds traceable to these offenses.

69. Upon conviction of either of the offenses alleged in Counts One and/or Two of this Indictment, the defendants SHROPSHIRE and JONES shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of these offenses, pursuant to 18 U.S.C. § 982(a)(7). The United States will also seek a forfeiture money judgment against the defendants equal to the value of any property real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of these offenses.

70. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the 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 that cannot be divided without difficulty;


the defendants shall forfeit to the United States any other property of the defendants, up to the value of the property described above, pursuant to 21 U.S.C. § 853(p).

(Criminal Forfeiture, pursuant to Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(7); Title 21, United States Code, Section 853(p); and Title 28, United States Code, Section 2461(c))

A TRUE BILL

Foreperson
Date:

JEANINE FERRIS PIRRO
United States Attorney

By:  _____
Jonathan P. Hooks
Chief, Fraud, Public Corruption, and Civil Rights Section