24

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN

Southern Division

UNITED STATES OF AMERICA	)	Case:2:18-cr-20060 Judge: Lawson, David M. MJ: Patti, Anthony P. Filed: 01-30-2018 At 04:05 PM INDI USA V. MEHTA (DA)
vs.	)	
PARIMAL D. MEHTA, a/k/a "Perry Mehta,"	)	Offenses: 18 U.S.C. §§ 1341, 1343, 1346 (Honest Services Fraud)
Defendant.	)	18 U.S.C. § 666(a)(2) (Federal Program Bribery) 18 U.S.C. § 1952(a)(3) (Travel Act)

INDICTMENT

THE GRAND JURY CHARGES:

COUNTS ONE THROUGH FIVE
18 U.S.C. §§ 1341, 1343, 1346
(Honest Services Mail and Wire Fraud)

At all times material to this Indictment, unless otherwise stated:

I. Relevant Individuals and Entities

1. The City of Detroit ("Detroit") was a political subdivision within the State of Michigan. Detroit was governed by a local government pursuant to the Charter of the City of Detroit.

2. The laws of the State of Michigan, the Charter of the City of Detroit, and city ordinances enacted pursuant to that Charter set forth ethical standards of conduct for city employees that prohibited the use of public office for private gain. These ethical standards of conduct generally prohibited city officials from accepting things of value from any person or company doing business or seeking to do business with the city and from disclosing to third parties confidential information, not available to members of the public, gained by reason of their official duties.

3. Defendant PARIMAL D. MEHTA was owner, president, and chief executive officer of FutureNet Group, Inc. ("FutureNet"), a Michigan corporation that provided technology, construction, environmental, and security services to government agencies and private companies.

4. FutureNet conducted a significant volume of business with Detroit. Among other things, FutureNet supplied Detroit with contract personnel to support the city's information technology functions. FutureNet also implemented and supported particular technological projects for Detroit. FutureNet acquired millions of dollars in revenue as a result of its relationship with Detroit. In the years 2015 and 2016 alone, payments from Detroit to FutureNet totaled approximately $7,500,000.

5. Charles L. Dodd Jr., charged elsewhere, was a senior official in

Detroit's government, who served as an agent of Detroit and its various departments. From in or around 2009 to in or around 2013, Dodd served as Deputy Director of Detroit's Information Technology Services Department. From in or around 2013 to in or around 2015, Dodd served as Director of Detroit's Information Technology Services Department. From on or about November 9, 2015, to on or about September 26, 2016, Dodd served as Director of Departmental Technology Services for Detroit's Department of Innovation and Technology.

6. In each of these positions, Dodd exercised substantial influence over the administration of contracts between Detroit and vendors in the Detroit area, including FutureNet. Dodd also exercised substantial influence over the city's process for hiring contract personnel to support the city's information technology functions, and the city's process for selecting vendors to implement particular technological projects for the city.

7. As an official in the city government, Dodd owed a fiduciary duty to the City of Detroit and the citizens of Detroit to perform the duties and responsibilities of his office free from corrupt influence.

II. The Scheme to Defraud

8. From no later than in or around October 2009 through in or around September 2016, in the Eastern District of Michigan, the defendant, PARIMAL D.

MEHTA, devised and intended to devise a scheme and artifice to defraud and to deprive the City of Detroit and the citizens of Detroit of their intangible right to the honest services of Charles L. Dodd Jr., a city official, through bribery.

A. The Purpose of the Scheme

9. The purpose of the scheme was for MEHTA unlawfully to benefit and enrich himself and FutureNet through bribery of Dodd.

B. The Manner and Means of the Scheme

10. The manner and means by which MEHTA carried out the scheme included, but were not limited to, the following:

11. MEHTA corruptly gave, offered, and promised things of value to Dodd, including multiple cash payments and FutureNet jobs for Dodd's family members, to obtain official action favorable to MEHTA and FutureNet, as opportunities arose.

12. MEHTA and Dodd met at local restaurants and clubs to discuss MEHTA's requests for action favorable to FutureNet. During some of these meetings MEHTA hand delivered cash to Dodd.

13. MEHTA made such payments and provided other things of value to Dodd with the intent to influence, and in exchange for, official acts, including Dodd's own decisions and actions on matters such as the administration of city contracts, expenditures to be made under such contracts, and the hiring and selection

of contractors to perform work under such contracts. MEHTA also provided these payments and other things of value to Dodd with the intent to influence, and in exchange for, Dodd's use of his official position to provide advice to other public officials regarding their decisions and actions on such matters. MEHTA knew and intended Dodd's advice to form the basis for official acts by other public officials.

14. MEHTA also provided cash and other things of value to Dodd with the intent to induce Dodd to act and omit to act in violation of Dodd's lawful duty to Detroit and its citizens. For example, MEHTA requested that Dodd disclose confidential information concerning Detroit's internal budgets for specific technology projects and personnel.

15. In exchange for the things of value provided by MEHTA, Dodd engaged in official acts and violated his lawful duty as a Detroit official for the benefit of MEHTA and FutureNet. Among other things, Dodd directed city business to FutureNet by advising other city officials to select FutureNet to implement particular technology projects, and by advising other city officials to hire contract personnel through FutureNet. Dodd also provided MEHTA with confidential information concerning Detroit's operations.

16. In order to conceal the scheme, MEHTA on multiple occasions passed cash to Dodd under a table or in the restroom, while MEHTA and Dodd were visiting

clubs or restaurants in the Detroit area. MEHTA also provided cash to Dodd at MEHTA's office. In addition, MEHTA instructed Dodd to keep secret MEHTA's requests for confidential city information, and MEHTA never disclosed that he had provided cash and other things of value to Dodd in exchange for favorable treatment of FutureNet.

C. Acts in Furtherance of the Scheme

17. The acts caused by MEHTA in furtherance of the scheme included, but were not limited to, the following:

MEHTA's Payments to Dodd

18. Beginning in or around 2009 and continuing through in or around August 2016, MEHTA regularly made cash payments to Dodd in amounts ranging from hundreds to thousands of dollars and provided jobs for Dodd's family members. MEHTA's payments included, but are not limited to the following:

19. In or around December 2015, MEHTA gave Dodd a gift bag containing a bottle of Cognac and an envelope containing approximately $1,000.

20. On or about April 14, 2016, MEHTA hand delivered approximately $500 to Dodd in the restroom of a Detroit-area restaurant.

21. On or about August 11, 2016, MEHTA hand delivered approximately $400 to Dodd in the restroom of a Detroit-area restaurant.

22. MEHTA also provided the following jobs for Dodd's family members:

23. On or about October 12, 2009, and continuing through on or about February 20, 2015, MEHTA caused FutureNet to employ Dodd's wife in a paid position.

24. In or around the years 2013, 2014, and 2015, MEHTA caused FutureNet to employ Dodd's stepdaughter in a paid position.

25. In or around the years 2010, 2012, 2015, and 2016, MEHTA caused FutureNet and its subsidiary to employ Dodd's stepson in a paid position.

26. During the period of time in which he made these payments to Dodd, MEHTA repeatedly caused FutureNet to enter into contracts with Detroit in which FutureNet falsely "covenant[ed] that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds . . . ."

Dodd's Acts to Benefit MEHTA

27. Beginning in or around 2009 and continuing through in or around 2016, in exchange for the things of value provided by MEHTA, Dodd used his public office to provide favorable treatment to MEHTA and FutureNet in their dealings with Detroit. On a regular basis, Dodd directed lucrative city business to FutureNet,

including by approving the selection of FutureNet to provide numerous contract employees to perform work for Detroit, and by advising other city officials to select FutureNet to provide such contract employees. Detroit paid FutureNet up to approximately $94 per hour for the services of such contract employees, much of which was retained by FutureNet as profit. Dodd also directed lucrative city business to FutureNet by approving the selection of FutureNet to implement particular technology projects for Detroit, and by advising other public officials to select FutureNet to implement such projects. In addition, Dodd provided MEHTA with confidential information concerning Detroit's operations, including internal city budget information that was of value to MEHTA in negotiating with Detroit.

FutureNet's Initial Accela Proposal

28. In addition to regularly causing Detroit to select FutureNet to hire contractors and implement projects, resulting in significant revenue to the company, Dodd also took steps to assist FutureNet in obtaining a software platform implementation project worth over $2.8 million.

29. On or about December 15, 2014, FutureNet submitted a proposal to Detroit to implement the Accela software platform for Detroit's Building Safety Engineering and Environmental Department ("BSEED"). The Accela software platform is designed to be used by government agencies to administer a variety of

tasks, including licensing, inspections, permitting, and right of way management.

30. On or about December 22, 2014, and December 29, 2014, MEHTA sent emails to two Detroit city officials, a FutureNet employee, and an Accela employee, advocating for the city to quickly approve FutureNet's proposal to implement the Accela software platform at BSEED.

31. On or about December 30, 2014, MEHTA forwarded this email chain to Dodd, stating in part, "Fyi, Please help to expedite this agreement." Dodd responded by email, "Will do, i am getting dressed and headed to work. Will call you from the office."

32. Later the same day, Dodd sent an email to city officials asking for an update on FutureNet's Accela proposal and noting that FutureNet believed that the city could save approximately $1 million if the project were approved quickly.

33. On or about January 5, 2015, a city official sent a reply email to Dodd and other officials concerning the status of FutureNet's Accela proposal. That same day, Dodd used his personal email address to send a copy of this confidential email to MEHTA. MEHTA then sent an email to city officials, a FutureNet employee, and an Accela employee, requesting to schedule a meeting to discuss "various aspects of purchasing and implementing [the] entire Accela solution."

34. In or around January 2015, Dodd signed a contractual amendment

authorizing Detroit to pay an additional $2,877,639 to FutureNet in connection with the BSEED Accela project. In or around March 2015, the Detroit City Council approved this contractual amendment. The Detroit Financial Review Commission approved the contractual amendment in or around April 2015. On or about April 21, 2015, MEHTA emailed employees of Accela and FutureNet, stating in part, "Congratulations to the entire team. Looking forward for beginning of new long term relationship."

FutureNet's Proposed Expansion of Accela

35. On or about October 7, 2015, Detroit officials announced a planned reorganization of Detroit's information technology resources, which would involve replacing numerous contract employees with permanent city employees. Because Dodd had regularly caused the city to select FutureNet to provide contract employees, FutureNet stood to lose significant revenue as a result of the city's planned reduction of contract employee positions. Beginning the same month and continuing through in or around September 2016, FutureNet submitted proposals to implement and support the Accela software platform at other Detroit city agencies, in part to make up for the potential loss of revenue from contract employees. If approved by Detroit, these Accela proposals would have been worth millions of dollars in future revenue to FutureNet.

36. On or about March 30, 2016, MEHTA and Dodd met at a restaurant in the Detroit area to discuss FutureNet's implementation of Accela for city agencies in addition to BSEED. During this meeting, when Dodd described an expense he had incurred, MEHTA told Dodd that MEHTA was "a little tight" due to FutureNet's financial situation, "so we are not doing in a normal versus what we did in the past." However, MEHTA said that Dodd "can always call on me" for "[t]hose kind of small things." In discussing FutureNet's interest in implementing Accela for additional city agencies, Dodd told MEHTA that "I think, you know, I can push it through." MEHTA and Dodd also discussed FutureNet's bid to supply a contract employee to the city, and Dodd remarked that "if it comes down to, you know, your company, this company, X, Y, and Z, I could you know — I can look out for you."

37. On or about April 14, 2016, MEHTA and Dodd met at a restaurant in the Detroit area. MEHTA and Dodd again discussed MEHTA's desire to have FutureNet implement Accela for additional city agencies. Following this conversation, Dodd left the table and entered the restroom. MEHTA followed Dodd into the restroom and provided Dodd with approximately $500 in cash. Dodd thanked MEHTA and informed MEHTA that "I got your back," and that Dodd was "pushing" the hiring of a FutureNet contract employee to fill a position at the city.

38. On or about June 7, 2016, MEHTA and Dodd met at a restaurant in

the Detroit area. Dodd told MEHTA that, although Dodd was "going to look out for" MEHTA, FutureNet's Accela proposals were facing resistance from the Detroit Department of Public Works ("DPW") and the Detroit Water and Sewerage Department ("DWSD"), which were concerned about cost. MEHTA asked Dodd if Dodd had "any sense what kind of a budget" the departments had for Accela, and Dodd agreed to acquire the agencies' internal budget information for MEHTA. MEHTA observed that "if you have that knowledge, I think it's a lot easier to solve the problem. Because, it's like certain times people want to negotiate, but we have no idea what the other party has in his pocket."

39. In reference to the use of the Accela software by Detroit's government, MEHTA told Dodd that "when we have stacked up this so called monopoly, I want to make sure we maintain that. You know, some deal we make more money, yeah, some deal we may not make a whole lot. But we want to make sure in a way we don't let this monopoly break down." Later in the conversation, MEHTA told Dodd to "get some numbers, idea for the numbers." When Dodd asked MEHTA what he wanted, MEHTA replied, "The range, the budget."

40. Dodd also informed MEHTA that Detroit was preparing to seek bids from vendors to administer an information technology service desk for the city. MEHTA expressed interest and asked Dodd whether FutureNet would need to

partner with another company to implement the project. Dodd told MEHTA that "I want to be focused on the — on the service desk thing because that's a multiyear, you know," and that "I got you covered, bro, because you look out for me, bro. I got you."

41. On or about July 19, 2016, MEHTA and Dodd spoke by telephone. MEHTA told Dodd that he still wanted the budget information, and that Dodd should send that information via text message to "my 734 number," meaning another cellular telephone used by MEHTA. MEHTA instructed Dodd to keep the disclosure of the city agencies' budget information a "little secret." MEHTA also described what MEHTA wanted Dodd to say at a future meeting between FutureNet employees and city officials concerning FutureNet's Accela proposals.

42. On or about July 26, 2016, Dodd sent a text message to MEHTA asking if MEHTA was available to meet. Later on or about the same day, MEHTA replied by text message, informed Dodd that MEHTA was in the District of Columbia for a day and would not be back until late evening. MEHTA then sent a text message to Dodd asking, "Tomorrow evening?"

43. On or about the evening of July 27, 2016, MEHTA and Dodd met at MEHTA's office. MEHTA and Dodd discussed the status of FutureNet's Accela proposals, and Dodd handed MEHTA a note containing the purported budgets of

DPW and DWSD for the Accela project. MEHTA then compared a previously submitted proposal for DPW and DWSD to the purported budget numbers provided by Dodd, noting that "we have done this proposal right now, [$]335[,000]. We just need to bring it to [$]308[,000]."

44. On or about August 5, 2016, MEHTA and Dodd met at a restaurant in the Detroit area. Dodd informed MEHTA that he "may have some staffing needs" for "about two" positions at the city, which could be filled by FutureNet contract employees. Dodd and MEHTA also discussed the city's ongoing reorganization of information technology personnel. Dodd told MEHTA that only FutureNet was obtaining projects with the city and that "I got you, man. You know that." MEHTA subsequently asked Dodd to provide MEHTA with information regarding the internal budget for a contractor position at the Detroit Housing and Revitalization Department. Dodd responded, "Hey, you know I look out for you, man. Yeah, it's all good." MEHTA then said, "Let's see this if we can play this big game," meaning a city-wide implementation of Accela by FutureNet.

45. On or about August 9, 2016, MEHTA and Dodd had a telephone conversation in which MEHTA informed Dodd that the new Accela proposal for DPW and DWSD "is almost ready," and that "I need to show you the proposal . . . so that way you can bless that one, then officially we can submit, and we can move,

we can close that, that chapter." MEHTA then said, in reference to a proposed implementation of Accela for Detroit's Health Department, "Health, if you can give us in some idea of the, the budget . . . we can, we can uh, submit that proposal as well." MEHTA told Dodd that he also wanted to submit an "overall" Accela proposal to the city that would involve the use of a city-wide enterprise license that would cover all the city's departments. Dodd told MEHTA that "That's going to take some work . . . you've already got me jumpin' looking out for you man." MEHTA agreed, "Yeah that's going to take some work," and Dodd replied, "Damn I got two jobs now." At the end of the conversation, Dodd said, "So hey now you know, you know I don't like to do this . . . but hey, you know, I do need some help . . . ." MEHTA responded, "Okay, you got it."

46. On or about August 11, 2016, MEHTA directed FutureNet employees to prepare a new Accela proposal for DPW and DWSD that omitted any references to costs to be incurred by those agencies after the first year. Because of this change, the new first-year-only Accela proposal for DPW and DWSD highlighted a "Grand Total" cost of $610,980.80 for both agencies, which was slightly below the purported budget figures provided by Dodd to MEHTA on or about July 27, 2016.

47. Later on or about August 11, 2016, MEHTA, Dodd, and a third individual met at a restaurant in the Detroit area. MEHTA handed Dodd a copy of

FutureNet's new first-year-only Accela proposal for DPW and DWSD. MEHTA also gave Dodd a spreadsheet indicating that the city could implement Accela on a city-wide basis for approximately $5 million over five years. MEHTA told Dodd that FutureNet would be willing to provide hosting services for the city-wide Accela system for no more than an additional "million plus" dollars over five years.

48. Shortly after this conversation, MEHTA excused himself by saying, "I'm just going to stop in the restroom." Approximately one minute later, MEHTA sent a text message to Dodd stating, "Please come in." Dodd left the table and walked to the restroom, where MEHTA provided Dodd with approximately $400 in cash. Dodd thanked MEHTA and said, "those numbers are cool though, you're good and then, and then so I'll get that going and then, uh, you know I'll have them bless the Accela stuff."

49. On or about August 15, 2016, a FutureNet employee sent an email to Dodd containing as an attachment the first-year-only Accela proposal for DPW and DWSD, which provided a "Grand Total" for both agencies within the purported budget figures provided by Dodd to MEHTA on July 27, 2016.

III. The Execution of the Scheme

50. On or about each of the dates set forth below, in the Eastern District of Michigan and elsewhere, the defendant, PARIMAL D. MEHTA, for the purpose of

executing the above-described scheme and artifice to defraud and deprive, knowingly caused to be delivered by mail and by a private and commercial interstate carrier according to the direction thereon, and at the place at which it was directed to be delivered by the person to whom it was addressed, the following matters:

Count	**Date**	**Description**
1	April 22, 2016	City of Detroit check number 3355917 dated April 22, 2016, in the amount of $42,720.72, sent to Orlando, Florida
2	August 12, 2016	City of Detroit check number 3370393 dated August 12, 2016, in the amount of $162,720.00, sent to Orlando, Florida

All in violation of Title 18, United States Code, Sections 1341, 1346, and 2.

51. On or about each of the dates set forth below, in the Eastern District of Michigan and elsewhere, the defendant, PARIMAL D. MEHTA, for the purpose of executing the above-described scheme and artifice to defraud and deprive, transmitted and caused to be transmitted by means of wire and radio communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

Count	**Date**	**Description**
3	January 5, 2015	Email from Dodd to MEHTA with subject line "Accella"
4	January 5, 2015	Email from MEHTA with subject line "RE: FNG-Accela Agreement"

5	July 26, 2016	Text message from MEHTA to Dodd stating, "Tomorrow evening?"

All in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT SIX
18 U.S.C. § 666(a)(2)
(Federal Program Bribery)

52. Paragraphs 1 through 7, 16, and 27 through 49 of this Indictment are realleged and incorporated by reference as if fully set forth herein.

53. During the one-year period beginning on or about January 1, 2016, and ending on or about December 31, 2016, Detroit received benefits in excess of $10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of federal assistance.

54. From in or around March 2016 to in or around September 2016, in the Eastern District of Michigan and elsewhere, the defendant, PARIMAL D. MEHTA, did corruptly give, offer, and agree to give a thing of value to any person intending to influence and reward an agent of a local government and an agency thereof, in connection with any business, transaction, or series of transactions of such local government and agency involving something of value of $5,000 or more: namely, MEHTA gave, offered, and agreed to give United States currency to Charles L. Dodd Jr., a public official of the City of Detroit, intending to influence and reward Dodd in connection with FutureNet's pending and proposed business with the City of Detroit, including but not limited to business related to the Accela software platform.

All in violation of Title 18, United States Code, Section 666(a)(2).

COUNTS SEVEN THROUGH ELEVEN
18 U.S.C. §§ 1952(a)(3) and 2
(Travel Act)

55. Paragraphs 1 through 54 of this Indictment are realleged and incorporated by reference as if fully set forth herein.

56. On or about each of the dates set forth below, in the Eastern District of Michigan and elsewhere, the defendant, PARIMAL D. MEHTA, knowingly and willfully did use, and aid, abet, and cause to be used, a facility in interstate and foreign commerce with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, namely bribery, contrary to Michigan Compiled Laws Annotated § 750.117, and thereafter performed and attempted to perform an act to promote, manage, establish, and carry on, and to facilitate the promotion, management, establishment, and carrying on of such unlawful activity.

Count	Date	Description
7	April 22, 2016	Mailing of City of Detroit check number 3355917 dated April 22, 2016, in the amount of $42,720.72
8	August 12, 2016	Mailing of City of Detroit check number 3370393 dated August 12, 2016, in the amount of $162,720.00
9	January 5, 2015	Email from Dodd to MEHTA with subject line "Accella"

10	January 5, 2015	Email from MEHTA with subject line "RE: FNG-Accela Agreement"
11	July 26, 2016	Text message from MEHTA to Dodd stating, "Tomorrow evening?"

All in violation of Title 18, United States Code, Sections 1952(a)(3) and 2.

FOREFEITURE ALLEGATION

57. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Rule 32.2 of the Federal Rules of Criminal Procedure, the government provides notice that, in the event of the defendant's conviction of any of the offenses charged in Counts One through Three of this Indictment, the government will seek forfeiture of all property, real or personal, which constitutes or is derived from proceeds traceable to such offense. The property to be forfeited includes, but is not limited to, $2,177,506.00 in payments by Detroit for services provided by FutureNet in connection with the Accela software platform. Upon conviction, a money judgment may be imposed equal to the total value of the property subject to forfeiture.

58. If any of the property described above, as a result of any act or omission of the defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

THIS IS A TRUE BILL.

s/Grand Jury Foreperson	January 30, 2018
GRAND JURY FOREPERSON	DATE

ANNALOU TIROL
Acting Chief, Public Integrity Section

s/Robert J. Heberle
Robert J. Heberle

s/James I. Pearce
James I. Pearce
Trial Attorneys
Public Integrity Section
Criminal Division
U.S. Department of Justice

United States District Court Eastern District of Michigan	**Criminal Case C**

Case:2:18-cr-20060
Judge: Lawson, David M.
MJ: Patti, Anthony P.
Filed: 01-30-2018 At 04:05 PM
INDI USA V. MEHTA (DA)

NOTE: It is the responsibility of the Assistant U.S. Attorney signing this form to complete it accurately in all respects.

Companion Case Information	**Companion Case Number:** 16-20629
This may be a companion case based upon **LCrR 57.10 (b)(4)**[1]:	**Judge Assigned:** Robert H. Cleland
☒ **Yes** ☐ **No**	**AUSA's Initials:** RH

Case Title: USA v. D-1 PARIMAL D. MEHTA, a/k/a "Perry Mehta"

County where offense occurred : Wayne

Check One: ☒**Felony** ☐**Misdemeanor** ☐**Petty**

✓ Indictment/____Information --- **no** prior complaint.
____Indictment/____Information --- based upon prior complaint **[Case number:**]
____Indictment/____Information --- based upon **LCrR 57.10 (d)** ***[Complete Superseding section below]***.

Superseding Case Information

Superseding to Case No: _____ **Judge:** _____

☐ Corrects errors; no additional charges or defendants.
☐ Involves, for plea purposes, different charges or adds counts.
☐ Embraces same subject matter but adds the additional defendants or charges below:

Defendant name	Charges	Prior Complaint (if applicable)

Please take notice that the below listed Assistant United States Attorney is the attorney of record for the above captioned case.

January 30, 2018
Date

Robert J. Heberle, Trial Attorney
Public Integrity Section, Criminal Division
U.S. Department of Justice
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[1] Companion cases are matters in which it appears that (1) substantially similar evidence will be offered at trial, or (2) the same or related parties are present, and the cases arise out of the same transaction or occurrence. Cases may be companion cases even though one of them may have already been terminated.