

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

<b>UNITED STATES OF AMERICA,</b>	)	No. 12-04009-01/03-CR-C-NKL
	)	
Plaintiff,	)	<b>Count 1: (All Defendants)</b>
	)	18 U.S.C. § 1349
v.	)	NMT 20 years and/or \$250,000
	)	Supervised Release: NMT 3 years
<b>THOMAS JOSEPH STRAWBRIDGE,</b>	)	Class C Felony
[DOB: 8/21/62]	)	
	)	<b>Counts 2-7: (All Defendants)</b>
<b>THOMAS BARRET LAURENCE (a/k/a</b>	)	18 U.S.C. § 1341
<b>Thomas Barnes, Thomas Laurente,</b>	)	NMT 20 years and/or \$250,000
<b>Thomas Johnson),</b>	)	Supervised Release: NMT 3 years
[DOB: 10/19/81]	)	Class C Felony
	)	
and	)	<b>Counts 8-14: (All Defendants)</b>
	)	18 U.S.C. § 1343
<b>ELIZABETH LINDSEY MEREDITH,</b>	)	NMT 20 years and/or \$250,000
[DOB: 5/10/87]	)	Supervised Release: NMT 3 years
	)	Class C Felony
Defendants.	)	
	)	<b><u>Forfeiture Allegation:</u></b>
	)	18 U.S.C. § 981
	)	
	)	\$100 mandatory penalty assessment, Counts
	)	1-14, each defendant therein
	)	
	)	

**INDICTMENT**

THE GRAND JURY CHARGES THAT:

**GENERAL ALLEGATIONS**

At times relevant to this Indictment:

1. Immigration Forms and Publications (“IFP”) was a Missouri corporation that sold freely available, official government forms relating to immigration matters along with

purported assistance in completing such forms. Prior to operating under the name IFP, the company used the name Immigration Forms and Services. IFP's principal places of business were located in Pettis County, in the Western District of Missouri, at 119 E. 3rd St. in Sedalia, and for a time at 1911 W. Broadway Blvd. in Sedalia. The defendants later operated from other addresses in the Western District of Missouri.

2. Defendant THOMAS JOSEPH STRAWBRIDGE founded and owned IFP. He was in charge of the company and its employees.

3. Defendant THOMAS BARRET LAURENCE (a/k/a Thomas Barnes, Thomas Laurente, Thomas Johnson) managed the day-to-day operations of IFP. LAURENCE was in charge of IFP employees in the absence of STRAWBRIDGE. LAURENCE at times spoke to customers, both before and after the sale.

4. Defendant ELIZABETH LINDSEY MEREDITH assisted LAURENCE in managing the day-to-day operations of IFP. MEREDITH at times spoke to customers, both before and after the sale.

5. U.S. Citizenship and Immigration Services ("USCIS") was the government agency that oversaw lawful immigration to the United States and processed applications for certain immigration-related benefits. USCIS was and is a component of the United States Department of Homeland Security.

**COUNT 1**  
**Conspiracy to Commit Mail and Wire Fraud**  
**(18 U.S.C. § 1349)**

6. Paragraphs 1 through 5 are re-alleged and incorporated by reference as though fully set forth herein.

7. From in or around March 2009, through in or around April 2011, in the Western District of Missouri and elsewhere, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with others, known and unknown to the Grand Jury, that is:

(a) to knowingly and with intent to defraud devise, and intend to devise, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and to place and cause to be placed in a post office and authorized depository for mail matter, matter to be sent and delivered by the United States Postal Service, and to deposit and cause to be deposited matter to be sent and delivered by a private and commercial interstate carrier, and to knowingly cause to be delivered certain matter by mail and a private and commercial interstate carrier, according to the directions thereon, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1341;

(b) to knowingly and with intent to defraud devise, and intend to devise, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and to transmit and cause to be transmitted certain wire communications in interstate and foreign commerce, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1343.

### **PURPOSE OF THE CONSPIRACY**

8. It was the purpose of the conspiracy for defendants and their co-conspirators to unlawfully enrich themselves by obtaining money from consumers seeking assistance with immigration-related matters by means of materially false statements and representations and the concealment of material facts concerning, among other things, the relationship between IFP and USCIS, the services IFP would provide to customers, and whether customers would be required to pay additional fees for USCIS to process the immigration forms that IFP sold.

### **MANNER AND MEANS OF THE CONSPIRACY**

The manner and means by which the defendants and their accomplices sought to accomplish the scheme and artifice included, among others, the following:

9. IFP was a telemarketing company. IFP initially operated under the name Immigration Forms and Services and worked with another telemarketing company, referred to hereafter as “Company A,” which was owned by a co-conspirator in Colorado Springs, Colorado. The companies advertised immigration services on the Internet,

particularly through search engines such as Google. Consumers searching for certain immigration-related terms would see a link to the Company A web page and, later, the IFP web page among the search results. The web pages directed consumers to call toll-free telephone numbers that connected consumers with the phone rooms in Colorado Springs and Sedalia. Defendant STRAWBRIDGE was in charge of IFP and the Sedalia phone room. Defendant STRAWBRIDGE operated IFP in a manner so as to cover his tracks.

10. Some consumers who called the toll-free numbers had their calls connected to Company A. Others were connected to IFP sales representatives, including defendants LAURENCE and MEREDITH. IFP sales representatives, at times, answered calls by saying “agent” followed by their first name. Sales representatives, who often had little-to-no experience with immigration matters, spoke with potential customers and attempted to determine which government form best matched each caller’s immigration situation.

11. IFP sales representatives explained that IFP would send the forms via FedEx to the customer’s address and help the customer correctly fill out the forms. The customer would pay IFP up front by giving a money order to FedEx upon receipt of the forms. IFP sales representatives quoted prices for the various immigration forms that were the same as and similar to government processing fees for the same forms. For example, the USCIS fee to process an Application to Replace Permanent Resident Card (I-90 form) was \$290. IFP charged \$290 to send customers an I-90 form. None of the money customers sent to IFP went toward government processing fees.

12. When potential customers asked IFP sales representatives whether they would need to pay additional fees to the government, sales representatives read from a script that stated, in part, that “the U.S. Department of Homeland Security may or may not require additional fees. In the event that the USCIS requires you to, or you choose to apply for future USCIS benefits, there may be additional fees. The U.S. Department of Homeland Security and the USCIS can raise fees or impose new fees at any time without notice.”

13. Sales representatives told interested customers that they soon would receive a verification call from the “third party processing department.” Various scripts were used at different times. One script used by sales representatives for a period of time stated that the callers in the so-called processing department were “not the government, immigration agents, or lawyers, so they were not allowed to answer any of your immigration questions.” This bolstered the false impression that the sales representative was a government agent. Other IFP employees working in the same office made the verification calls soon after each sales call was complete.

14. IFP employees making verification calls identified themselves by first name, and then verified customer names and shipping addresses. During verification calls, IFP employees, including, at times, LAURENCE and MEREDITH, falsely told customers that IFP helped USCIS handle their “overload” calls. IFP employees, including, at times, LAURENCE and MEREDITH, fraudulently told customers during verification calls that the disclaimer regarding fees meant that the government may charge additional fees if the

customer applied for additional, future benefits. During verification calls, IFP employees, including, at times, LAURENCE and MEREDITH, falsely told customers that the payment to IFP would be the only fee customers would be required to pay to obtain, complete, and process their immigration-related forms. Also during verification calls, IFP employees, including, at times, LAURENCE and MEREDITH, fraudulently told customers that they should direct further questions to the “immigration agent” with whom they previously spoke.

15. Following the verification call, Company A and IFP caused copies of government immigration forms, available for free from USCIS, to be sent to customers. Customer payments, usually collected C.O.D. by the shipper, were returned to Company A and IFP. Some customers were instructed to send payment via money order to IFP before the forms would be delivered.

16. Company A and IFP sent some customers the wrong forms. Other customers received none of the promised assistance from Company A and IFP in completing their immigration forms. Many customers who sent their forms to USCIS were surprised to learn that the fees they already paid Company A and IFP did not cover government processing charges.

17. IFP employees, at the direction of STRAWBRIDGE, LAURENCE and others, told customers who called to complain that the company provided no refunds. The defendants sometimes used recordings of verification calls to rebut the assertions of complaining customers. On at least one occasion, STRAWBRIDGE instructed an

employee not to play back to a customer a verification call recording on which the IFP salesman claimed to be part of the government.

18. To fraudulently induce others to purchase government immigration forms that were available from USCIS at no charge, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, provided and made, and caused others to provide and make, numerous materially false statements, including, among others:

- a. That IFP handled excess call volume related to immigration matters for a government agency, namely USCIS;
- b. That IFP and its sales representatives were affiliated with the government;
- c. That fees paid to IFP included government application and processing fees for the various immigration forms IFP sold;
- d. That forms purchased through IFP would be processed more quickly than if customers dealt directly with USCIS; and
- e. That IFP employed paralegals and other immigration experts who would assist customers in correctly filling out government immigration forms.

19. To fraudulently induce others to purchase government immigration forms that were available from USCIS at no charge, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, omitted and concealed, and caused others to omit and conceal, numerous material facts, including, among others, the following:

- a. That USCIS routinely charged processing fees that IFP customers would be required to pay in addition to IFP charges;
- b. That a high percentage of IFP customers complained to the company and requested refunds when they discovered that payments to IFP did not include government processing fees;
- c. That IFP sales representatives (the so-called “immigration agents”) had no particular expertise in immigration matters and sometimes sent customers the wrong government form for their situation; and
- d. As to customers who purchased forms from the defendants and their co-conspirators after August 31, 2010, that IFP, LAURENCE, and MEREDITH violated a Missouri state court order by selling immigration forms in the State of Missouri.

All in violation of Title 18, United States Code, Section 1349.

**COUNTS 2-7**  
**Mail Fraud**  
**(18 U.S.C. § 1341)**

20. Paragraph 6 is re-alleged and incorporated by reference as though fully set forth herein.

21. From in or around March 2009, through in or around April 2011, in the Western District of Missouri and elsewhere, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, did knowingly and with intent to defraud, devise, and intend to devise, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and to place and cause to be placed in a post office and

authorized depository for mail matter, matter to be sent and delivered by the United States Postal Service, and did deposit and cause to be deposited matter to be sent and delivered by a private and commercial interstate carrier, and did knowingly cause to be delivered certain matter by mail and a private and commercial interstate carrier, according to the directions thereon, as set forth below in each count.

### **PURPOSE OF THE SCHEME AND ARTIFICE**

22. It was the purpose of the scheme for defendants and their co-schemers to unlawfully enrich themselves by obtaining money from consumers seeking assistance with immigration-related matters by means of materially false statements and representations and the concealment of material facts concerning, among other things, the relationship between IFP and USCIS, the services IFP would provide to customers, and whether customers would be required to pay additional fees for USCIS to process the immigration forms that IFP sold.

### **MANNER AND MEANS OF THE SCHEME AND ARTIFICE**

23. Paragraphs 9 through 19 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

### **USE OF THE MAILS**

24. On or about the dates specified as to each Count below, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and

ELIZABETH LINDSEY MEREDITH, for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did place and cause to be placed in a post office and authorized depository for mail matter, matter to be sent and delivered by the United States Postal Service, and did deposit and cause to be deposited matter to be sent and delivered by a private and commercial interstate carrier, and did knowingly cause to be delivered certain matter by mail and a private and commercial interstate carrier, according to the directions thereon, as alleged in each count as follows:

<b>COUNT</b>	<b>APPROX. DATE</b>	<b>DESCRIPTION OF ITEM</b>
2	September 22, 2009	Payment for government immigration forms sent via FedEx from A.K. in Menomonee Falls, Wisconsin, to IFP in Sedalia, Missouri.
3	October 20, 2009	Payment for government immigration forms sent via FedEx from B.C.H. in Chicago, Illinois, to IFP in Sedalia, Missouri.
4	November 2, 2009	Payment for government immigration forms sent via FedEx from L.M. in Albuquerque, New Mexico, to IFP in Sedalia, Missouri.
5	February 8, 2010	Payment for government immigration forms sent via U.S. Mail from N.M. in Washington, D.C., to IFP in Sedalia, Missouri.

COUNT	APPROX. DATE	DESCRIPTION OF ITEM
6	August 18, 2010	Payment for government immigration forms sent via U.S. Mail from D.P. in Wauchula, Florida, to IFP in Sedalia, Missouri.
7	December 4, 2010	Payment for government immigration forms sent via FedEx from L.M. in Albuquerque, New Mexico, to LAURENCE in Spokane, Missouri.

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

**COUNTS 8-14**  
**Wire Fraud**  
**(18 U.S.C. § 1343)**

25. Paragraph 20 is re-alleged and incorporated by reference as though fully set forth herein.

26. From in or around March 2009, through in or around April 2011, in the Western District of Missouri and elsewhere, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, did knowingly and with intent to defraud devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and did transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds.

### **PURPOSE OF THE SCHEME AND ARTIFICE**

27. It was the purpose of the scheme for defendants and their co-schemers to unlawfully enrich themselves by obtaining money from consumers seeking assistance with immigration-related matters by means of materially false statements and representations and the concealment of material facts concerning, among other things, the relationship between IFP and USCIS, the services IFP would provide to customers, and whether customers would be required to pay additional fees for USCIS to process the immigration forms that IFP sold.

### **MANNER AND MEANS OF THE SCHEME AND ARTIFICE**

28. Paragraph 23 is re-alleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

### **USE OF THE WIRES**

29. On or about the dates specified as to each Count below, the defendants, THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, as follows:

<b>COUNT</b>	<b>APPROX. DATE</b>	<b>DESCRIPTION OF WIRE COMMUNICATION</b>
8	May 21, 2009	Telephone call between LAURENCE in Sedalia, Missouri, and M.K. in Alexandria, Virginia, regarding the sale of immigration forms.
9	May 26, 2009	Telephone call between LAURENCE in Sedalia, Missouri, and B.S.H. in Marietta, Georgia, regarding the sale of immigration forms.
10	May 26, 2009	Telephone call between a co-schemer in Sedalia, Missouri, and Z.P. in Orem, Utah, regarding the sale of immigration forms.
11	May 27, 2009	Telephone call between STRAWBRIDGE in Sedalia, Missouri, and E.H. in Marcus Hook, Pennsylvania, regarding the sale of immigration forms.
12	May 28, 2009	Telephone call between MEREDITH in Sedalia, Missouri and R.E. in Santa Ana, California, regarding the sale of immigration forms.
13	October 13, 2010	Wire transfer of \$1,010 by A.L. from Arlington, Texas, via Western Union to LAURENCE in Sedalia, Missouri, as payment for promised immigration services.
14	November 2010	Telephone call between LAURENCE in the Western District of Missouri and L.M. in Albuquerque, New Mexico, regarding the sale of immigration forms.

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

## ALLEGATION OF CRIMINAL FORFEITURE

30. The allegations contained in Counts 1 through 14 (¶¶ 1-29) of this Indictment are re-alleged and incorporated by reference for the purpose of alleging a forfeiture (in ¶¶ 30-32 inclusive) pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

31. THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, defendants, shall forfeit to the United States all property, real and personal, constituting and derived from any proceeds said defendants obtained directly and indirectly as a result of the violation incorporated by reference in this Allegation and all property used, or intended to be used, in any manner or part, to commit, and to facilitate the commission of the violation incorporated by reference in this Allegation of Criminal Forfeiture, including but not limited to the following: THOMAS JOSEPH STRAWBRIDGE, THOMAS BARRET LAURENCE, and ELIZABETH LINDSEY MEREDITH, defendants, shall forfeit any and all interest in United States Currency, and any traceable interest and any traceable proceeds.

### **Substitute Assets**

32. If any of the forfeitable property described in ¶ 31 of the above named defendants, as a result of any act or omission of the defendants --

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the Court;

(4) has been substantially diminished in value; or

(5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intention of the United States, to seek forfeiture of substantive property as provided for in Title 21, United States Code, Section 853(p) and Title 28, United States Code, Section 2461(c).

All in violation of Title 18, United States Code, Section 981.

A TRUE BILL

/s/

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FOREPERSON OF THE GRAND JURY

/s/

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ANTHONY P. GONZALEZ  
ASSISTANT UNITED STATES ATTORNEY  
WESTERN DISTRICT OF MISSOURI

/s/

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ALAN PHELPS  
ADRIENNE FOWLER  
TRIAL ATTORNEYS  
U.S. DEPARTMENT OF JUSTICE

2/15/12

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Dated