

f. The Illinois Department of Commerce and Economic Opportunity (“DCEO”) was an executive agency of Illinois’ state government. The DCEO awarded grants to public and private organizations to promote economic development.

g. Individual A was an associate of YEHUDAH’s.

h. Individual B was Individual A’s sibling.

DCEO Grant Procedures

i. To obtain a DCEO grant, an organization could submit an application directly to the DCEO for general grant funds, or lobby the Illinois legislature to obtain a specific DCEO grant appropriation. In either scenario, before an organization could receive grant funds, the applicant/grantee was required to submit a proposed grant project plan to the DCEO that included a detailed proposed budget for grant funds. If the DCEO approved the plan, the DCEO entered into a “Grant Agreement” with the applicant/grantee. The Grant Agreement required the grantee to perform a specific project designed to promote economic development; adhere to a DCEO-approved budget prescribing how the grantee was to use grant funds to execute the project, and to submit to regular monitoring by the DCEO to ensure that the grantee was spending public grant funds in accordance with the approved budget.

j. Under the terms of its Grant Agreements, the DCEO required grantees to submit quarterly “Grantee Status Reports” regarding the progress of the grant-funded project and the expenditure of grant funds. As part of the Grantee Status Reports, the grantee was required to submit supporting documentation to the

DCEO, including bills, invoices, checks, and/or bank statements, as evidence to show that the grantee was spending grant funds in accordance with the DCEO-approved grant budget. The DCEO required authorized representatives of the grantees to sign all Grantee Status Reports, and certify that all information contained within the report was true and correct.

k. DCEO Grant Agreements included a notification provision that stated, in pertinent part:

The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in [the budget section].

l. DCEO Grant Agreements included a fiscal recording requirement provision that stated, in pertinent part:

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for sub grantees . . . The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

m. DCEO Grant Agreements contained a records retention policy that stated, in pertinent part:

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum

of four (4) years following the Department's final written approval of all required close-outs . . . adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds.

n. DCEO Grant Agreements included a conflicts of interest provision that stated, in pertinent part:

A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance, of being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring . . . The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

Grants 1, 2, and 3

o. On or about June 14, 2013, YEHUDAH, on behalf of FORUM, applied to the DCEO for a capital development grant to renovate the Dolton Properties. On or about April 30, 2014, the DCEO sent FORUM a proposed Grant Agreement for Grant Award Number 13-203322, a \$225,000 DCEO award grant to fund FORUM's proposed renovations of the Dolton Properties ("Grant 1"). On or about May 1, 2014, YEHUDAH, on behalf of FORUM, signed the Grant 1 Agreement. On or about May 21, 2014, the DCEO gave final approval to Grant 1. Between approximately May 22, 2014, and October 1, 2014, the DCEO distributed \$225,000 in Grant 1 funds to FORUM in multiple disbursements.

p. On or about June 23, 2014, YEHUDAH, on behalf of FORUM, applied to the DCEO for an economic development grant to implement a building weatherization specialist training programing. On or about December 16, 2014, the DCEO sent FORUM a proposed Grant Agreement for Grant Award Number 15-142005, a \$250,000 DCEO grant award to fund FORUM's proposed weatherization specialist training program ("Grant 2"). On or about December 17, 2014, YEHUDAH, on behalf of FORUM, signed the Grant 2 Agreement. On or about December 29, 2014, the DCEO gave final approval to Grant 2. Between approximately January and June, 2015, the DCEO disbursed approximately \$156,805.93 of Grant 2 funds in multiple disbursements to FORUM. In awarding and disbursing Grant 2, it was material to DCEO that YEHUDAH and FORUM abide by the Grant 2 Agreement conflict of interest provision.

q. On or about August 29, 2014, YEHUDAH, on behalf of FORUM, applied to the DCEO for a capital development grant to build a professional training center on the Vacant Lot at which to train participants in FORUM's weatherization specialist training program. On or about January 7, 2015, the DCEO sent FORUM a proposed Grant Agreement for Grant Award Number 15-203187, a \$100,000 DCEO grant award to fund FORUM's construction of a professional training facility at the Vacant Lot ("Grant 3"). On or about January 7, 2015, YEHUDAH, on behalf of FORUM, signed the Grant 3 Agreement. On or about January 12, 2015, the DCEO gave final approval to Grant 3. Between approximately January 2015 and November

2016, the DCEO distributed \$100,000 of the Grant 3 funds in multiple disbursements to FORUM.

2. Beginning no later than in or around January 2015, and continuing until in or around September 2018, at Chicago, in the Northern District of Illinois, and elsewhere,

YESSE YEHUDAH,

defendant herein, along with others known and unknown to the Grand Jury, knowingly devised, intended to devise, and participated in a scheme to defraud the DCEO, and to obtain money and property from the DCEO, by means of materially false and fraudulent pretenses, representations, and promises, which scheme is further described below.

3. It was part of the scheme that YEHUDAH fraudulently converted substantial quantities of Grant 1, Grant 2, and Grant 3 funds by making materially false statements to the DCEO. Specifically, YEHUDAH submitted false Grantee Status Reports to the DCEO that falsely represented that FORUM was spending Grant 1, Grant 2, and Grant 3 funds in accordance with the DCEO-approved budgets, when in fact YEHUDAH had fraudulently converted substantial quantities of the grant funds. YEHUDAH made the false representations to the DCEO in order to continue to receive further grant funds, to conceal and avoid detection of his conversion of DCEO funds, and to prevent the DCEO from recouping grant funds and/or terminating the grants.

4. It was further part of the scheme that YEHUDAH generated and caused to be generated forged invoices that fraudulently inflated the amounts that subcontractors had billed FORUM for construction and renovation work at the Dolton Properties and the Vacant Lot that the DCEO had approved under the Grant 1 and Grant 3 budgets, respectively.

5. It was further part of the scheme that YEHUDAH generated and caused to be generated fraudulently inflated checks that purported to show that FORUM had paid the subcontractors amounts that were substantially higher than what FORUM actually paid the subcontractors for construction and renovation work at the Dolton Properties and the Vacant Lot.

6. It was further part of the scheme that YEHUDAH submitted and caused to be submitted to the DCEO the forged invoices and fraudulently inflated checks to support the materially false information contained in the Grantee Status Reports for Grant 1 and Grant 3.

7. It was further part of the scheme that, after FORUM issued the fraudulently inflated checks to the subcontractors, YEHUDAH directed the subcontractors to endorse the checks over to YEHUDAH personally.

8. It was further part of the scheme that YEHUDAH deposited the fraudulently inflated checks made out to the subcontractors but later endorsed over to YEHUDAH into personal bank accounts over which YEHUDAH had signatory authority.

9. It was further part of the scheme that, after depositing the fraudulently inflated checks into his personal bank accounts, YEHUDAH paid the subcontractors in cash in amounts that were substantially lower than the amounts on the fraudulently inflated FORUM checks that YEHUDAH had made out to the subcontractors and kept the remaining money for himself.

10. It was further part of the scheme that, in some cases, YEHUDAH, without the knowledge or permission of the subcontractors, forged the subcontractors' signatures on the backs of FORUM checks to endorse the checks over to himself, and then kept the full check amount.

11. It was further part of the scheme that YEHUDAH fraudulently converted to his own personal use Grant 1, Grant 2, and Grant 3 funds that he falsely represented, and caused to be falsely represented to the DCEO, had been used to pay subcontractors in accordance with the DCEO-approved grant budgets.

12. It was further part of the scheme that YEHUDAH concealed and caused to be concealed from the DCEO that the FORUM checks made out to subcontractors and presented to the DCEO in Grantee Reports had been endorsed over to YEHUDAH and deposited into his personal bank accounts.

13. It was further part of the scheme that YEHUDAH used substantial amounts of Grant 2 funds to pay individuals and entities with whom YEHUDAH and FORUM had conflicts of interest (as defined in the Grant 2 Agreement), without notifying the DCEO of the conflicts of interest as required under the Grant 2 Agreement. Specifically, between March and December 2015, YEHUDAH caused

FORUM to pay approximately \$65,000 in Grant 2 funds to MTW Consultants and the Urban Institute, without disclosing to the DCEO that YEHUDAH owned and controlled these entities.

14. It was further part of the scheme that, on or about March 24, 2015, YEHUDAH had FORUM issue a \$20,000 check to Individual A. After FORUM issued the \$20,000 check to Individual A, YEHUDAH directed Individual A to endorse the check over to YEHUDAH personally, and YEHUDAH deposited the check into his personal bank account. YEHUDAH then used the funds to obtain a \$20,000 cashier's check that he used to purchase a condominium in Individual A's name for Individual B. YEHUDAH later falsely represented to the DCEO that FORUM paid the \$20,000 to Individual A for weatherization training services that the DCEO had approved under the Grant 2 budget, when in fact Individual A had not performed the reported services. Later, YEHUDAH collected at least \$1,600 from Individual B to reimburse YEHUDAH for the \$20,000 in Grant 2 funds that he had given to Individual A to purchase the condominium for Individual B.

15. It was further part of the scheme that, on or about May 12, 2015, after the DCEO initiated a review of FORUM's compliance with the terms of the Grant 2 agreement, YEHUDAH signed and submitted to the DCEO a "Certification of No Conflict of Interest" form in which he falsely certified that FORUM was not using any Grant 2 funds to pay individuals or entities with whom FORUM, its officers, or employees had an actual or apparent conflict of interest.

16. It was further part of the scheme that, on or about June 30, 2015, YEHUDAH submitted to the DCEO a Grant Report for Grant 3 that falsely represented that FORUM had expended almost all of the \$100,000 in grant funds on construction work at the Vacant Lot when, in fact, no actual construction work had begun.

17. It was further part of the scheme that YEHUDAH failed to notify the DCEO that construction work had not begun at the Vacant Lot, as he was required to do pursuant to the Grant 3 Agreement.

18. It was further part of the scheme that, after the DCEO initiated a review of FORUM's compliance with the terms of the Grant 3 Agreement, YEHUDAH forged and fabricated, and caused to be forged and fabricated, invoices and letters that falsely represented that FORUM had made "retainer fee" payments to certain subcontractors in connection with the Vacant Lot project, when in fact no such payments had been made.

19. It was further part of the scheme that YEHUDAH sent the forged and fabricated invoices and letters to a DCEO employee conducting DCEO's review of FORUM's compliance with the terms of the Grant 3 Agreement.

20. It was further part of the scheme that YEHUDAH and FORUM failed to generate and maintain accurate accounting records of FORUM's expenditure of DCEO grant funds, as required under the Grant 1, Grant 2, and Grant 3 Agreements.

21. It was further part of the scheme that YEHUDAH and others misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hid, the existence, purpose, and acts done in furtherance of the scheme.

22. On or about May 12, 2015, at approximately 7:35 p.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server located in the State of Washington to an email server located in the State of Illinois in which YEHUDAH falsely certified that FORUM was not using Grant 2 funds to pay individuals or entities with whom/which FORUM had a conflict of interest;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about June 18, 2015, at approximately 2:32 p.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server located in the State of Washington to an email server located in the State of Illinois, which email contained a Grantee Status Report in which YEHUDAH falsely represented that FORUM had spent \$20,000 in Grant 2 Funds on an approved cost, when in fact YEHUDAH had diverted the funds for an unauthorized use, and failed to disclose FORUM's conflicts of interest with entities it was paying with Grant 2 funds;

In violation of Title 18, United States Code, Section 1343.

COUNT THREE

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about June 30, 2015, at approximately 5:30 p.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server located in the State of Washington, to an email server located in the State of Illinois, which email contained a Grantee Status Report in which YEHUDAH falsely represented the amounts of Grant 3 Funds that FORUM paid to certain subcontractors;

In violation of Title 18, United States Code, Section 1343.

COUNT FOUR

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about July 14, 2015, at approximately 4:31 p.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server located in the State of Washington to an email server located in the State of Illinois, which email contained a Grantee Status Report in which YEHUDAH falsely represented that FORUM had spent \$20,000 in Grant 2 Funds on an approved cost, when in fact YEHUDAH had diverted the funds for an unauthorized use, and failed to disclose FORUM's conflicts of interest with entities it was paying with Grant 2 funds;

In violation of Title 18, United States Code, Section 1343.

COUNT FIVE

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about April 26, 2016, at approximately 8:23 a.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server located in the State of Washington to an email server located in the State of Illinois, which email contained a Grantee Status Report in which YEHUDAH falsely represented that FORUM had spent \$20,000 in Grant 2 Funds on an approved cost, when in fact YEHUDAH had diverted the funds for an unauthorized use, and failed to disclose FORUM's conflicts of interest with entities it was paying with Grant 2 funds;

In violation of Title 18, United States Code, Section 1343.

COUNT SIX

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about September 21, 2016, at approximately 11:49 a.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server in the State of Washington to an email server in the State of Illinois, which email contained a Grantee Status Report in which YEHUDAH falsely represented the amounts of Grant 3 Funds that FORUM paid to certain subcontractors;

In violation of Title 18, United States Code, Section 1343.

COUNT SEVEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1 through 21 of Count One are re-alleged and incorporated here.

2. On or about February 8, 2017, at approximately 2:37 p.m., at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, for purposes of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, an electronic mail communication from an email server in the State of Washington to an email server in the State of Illinois, in which YEHUDAH falsely represented that FORUM had used Grant 3 funds to make upfront “retainer” payments to certain subcontractors;

In violation of Title 18, United States Code, Section 1343.

COUNT EIGHT

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One are re-alleged and incorporated here.
2. At times material to this indictment:
 - a. The Associated Banc-Corp (“Associated Bank”) was a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation.
 - b. The Associated Bank accepted checks issued by a depositor to an original payee, who later endorsed the check over to a third party. In accepting a depositor’s check that had been endorsed over to a third party, it was material to the Associated Bank that the original payee or an authorized representative knowingly signed the check over to the third party.
 - c. FORUM received grants from various entities, including the DCEO, the United States Department of Housing and Urban Development (“HUD”), and the Community and Economic Development Association of Cook County (“CEDA”) to renovate and restore residential and commercial properties in the Chicago area.
 - d. FORUM hired various subcontractors, including Individual C and Company 1, Individual D and Company 2, Individual E and Company 3, and Individual F and Company 4, to perform renovation work on properties that it received grant funds to renovate and restore.

3. Beginning no later than in or around February 2012, and continuing until in or around September 2015, at Chicago, in the Northern District of Illinois, and elsewhere,

YESSE YEHUDAH,

defendant herein, participated in a scheme to obtain money owned by and under the custody and control of the Associated Bank, by means of materially false and fraudulent pretenses, representations, and promises, as further described below.

4. It was part of the scheme that YEHUDAH issued, and caused to be issued, checks that drew on FORUM's and the Urban Institute's bank accounts at the Associated Bank, made payable to various individuals and companies (the "original payees") that YEHUDAH at times hired to perform construction and renovation work for FORUM.

5. It was further part of the scheme that YEHUDAH, without the knowledge or approval of the original payee, forged the original payee's signature (or the signature of an authorized signatory of the original payee), for purposes of falsely endorsing the FORUM and the Urban Institute checks over to YEHUDAH.

6. It was further part of the scheme that YEHUDAH deposited or cashed, and caused to be deposited or cashed, the FORUM and the Urban Institute checks that he had falsely endorsed over to himself at financial institutions, including Associated Bank.

7. On or about June 6, 2012, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$1,500 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual C and Company 1, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT NINE

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about January 25, 2013, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$800 from the Urban Institute's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual D and Company 2, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT TEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about August 20, 2013, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$5,000 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual C and Company 1, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT ELEVEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about March 6, 2015, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$4,000 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual F and Company 4, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT TWELVE

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about March 11, 2015, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$9,000 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual E and Company 3, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT THIRTEEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about May 15, 2015, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$5,000 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual C and Company 1, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT FOURTEEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 6 of Count Eight are re-alleged and incorporated here.

2. On or about September 30, 2015, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$1,000 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual D and Company 2, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

COUNT FIFTEEN

The SPECIAL JANUARY 2019 GRAND JURY further charges:

1. The allegations contained in paragraphs 1(a) and 1(c) of Count One and the allegations contained in paragraphs 2 through 61 of Count Eight are re-alleged and incorporated here.

2. On or about September 30, 2015, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

YESSE YEHUDAH,

defendant herein, knowingly executed the scheme and attempted to do so by obtaining \$8,500 from FORUM's bank account at Associated Bank, by presenting and cashing, and causing to be presented and cashed, a check made payable to Individual F and Company 4, that YEHUDAH falsely endorsed over to himself;

In violation of Title 18, United States Code, Sections 1344(2).

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2019 GRAND JURY alleges:

1. Upon conviction of an offense in violation of Title 18, United States Code, Sections 1343 or 1344, as set forth in this indictment, defendant shall forfeit to the United States of America any property constituting and derived from proceeds obtained directly and indirectly as a result of the offense, as provided in Title 18, United States Code, Section 982.

2. The property to be forfeited includes, but is not limited to a personal money judgment in the amount of \$200,000.

3. If any of the property described above, as a result of any act or omission by a defendant: cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or 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, as provided by Title 21, United States Code Section 853(p).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY