UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

NANDU THONDAVADI and
DHRU DESAI

CRIMINAL COMPLAINT

CASE NUMBER:

I, the undersigned complainant, being duly sworn on oath, state that the following is true and correct to the best of my knowledge and belief:

Beginning in or around January 2013, and continuing until in or around November 2016, in the Northern District of Illinois, Eastern Division, and elsewhere, NANDU THONDAVADI and DHRU DESAI, defendants herein, knowingly participated in a scheme to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations and promises, and caused an interstate wire communication for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1343.

On or about May 19, 2016, in the Northern District of Illinois, Eastern Division, NANDU THONDAVADI, defendant herein, knowingly and willfully made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of the Securities and Exchange Commission, an agency within the executive branch of the Government of the United States, in violation of Title 18, United States Code, Section 1001.

On or about March 28, 2016, in the Northern District of Illinois, Eastern Division, NANDU THONDAVADI and DHRU DESAI, defendants herein, and Chief Executive Officer and Chief Financial Officer, respectively, of Quadrant 4 System Corporation, willfully certified a periodic report containing financial statements filed by an issuer with the Securities and Exchange Commission pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934, knowing that information contained in the periodic report did not fairly present, in all material respects, the

financial condition and results of operations of the issuer, in violation of Title 18, United States Code, Section 1350.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the facts contained in the Affidavit which is attached hereto and incorporated herein.

Signature of Complainant
BRENT POTTER
Special Agent, Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

November 29, 2016 at Chicago, Illinois
Date City and State

MICHAEL T. MASON, U.S. Magistrate Judge
Name & Title of Judicial Officer

Signature of Judicial Officer

UNITED STATES DISTRICT COURT)
) ss
NORTHERN DISTRICT OF ILLINOIS)

AFFIDAVIT

I, Brent E. Potter, first being duly sworn under oath, hereby depose and state as follows:

1. I am a Special Agent of the Federal Bureau of Investigation ("FBI"), assigned to the Chicago Field Division. I have been employed by the FBI as a Special Agent for over 19 years, during which time I have conducted numerous financial fraud investigations, including many involving securities fraud. I am currently assigned to an FBI squad dedicated to the investigation of federal wire and mail fraud offenses, as well as related financial crimes.

2. This affidavit is made in support of (a) a criminal complaint charging Nandu Thondavadi and Dhru Desai with violations of Title 18, United States Code, § 1343 (wire fraud) and Title 18, United States Code, § 1350 (corporate officers' certification of financial reports that do not fairly present, in all material respects, the financial condition of the company), and charging Thondavadi with a violation of Title 18, United States Code, § 1001 (false statements), and (b) a search warrant to search the office of Quadrant 4 System Corporation ("Q4"), an Illinois corporation located at 1501 East Woodfield Road, Suite 205 South, Schaumburg, Illinois 60173 (the "**Subject Premises**"), as further described in Attachment A. As further described herein, there is probable cause that (a) Thondavadi and Desai have violated Title 18, United States Code, § 1343 and Title 18, United States Code § 1350, and Thondavadi has violated Title 18, United States Code § 1001, and (b) at the office of Q4 there exists evidence, instrumentalities and fruits of violations of Title 18, United States Code, § 1343, Title 18, United States Code, § 1350, and

Title 18, United States Code, § 1001. The information contained in this affidavit is based upon my personal knowledge, as well as information provided to me by other law enforcement officers. It is also based upon my review of subpoenaed records, records obtained without the use of a subpoena, and on information provided to me by non-law enforcement personnel. Because this affidavit is submitted for the limited purpose of establishing probable cause for a criminal complaint and for a search, it does not set forth each fact that I have learned during this investigation.

INTRODUCTION

3. In summary, in or around October 2016, the FBI began investigating Nandu Thondavadi and Dhru Desai, the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), respectively, of Q4, based upon information provided by the U.S. Securities and Exchange Commission ("SEC"). The SEC is an agency of the United States government with the primary responsibility of enforcing federal securities laws, proposing securities rules and regulating the securities industry. During 2016, the SEC was investigating Q4, a company that provides software products, platforms, and consulting services to customers in various industries, including the healthcare and education industries. The SEC's investigation was based, in part, upon indications that Q4's financial condition in annual reports filed by the company with the SEC had been misreported. Q4 had been a publicly held company since 2010, and federal securities laws required Q4 to provide a detailed report of its financial condition to the SEC on both a quarterly and an annual basis, on forms known respectively as a Form 10-Q and a Form 10-K. These reports are subsequently made available to the public by the SEC in order to allow investors and prospective investors to examine the financial condition of the company. The SEC's rules

and regulations that require the filing of these reports are designed to protect the investing public by, among other things, ensuring that a company's financial information is accurately recorded and properly disclosed.

SUMMARY OF INVESTIGATION

4. The investigation has revealed that Thondavadi and Desai, Q4's largest individual shareholders, engaged in a scheme to fraudulently misrepresent and conceal from Q4's auditors, Q4's other shareholders, and the investing public the deal terms of certain Q4 acquisitions and the amount of a significant liability related to a lawsuit. The scheme's objectives were, among other things, to conceal and avoid publicly reporting all of Q4's liabilities; to persuade investors through misrepresentations and concealment related to Q4's cash flow and acquisitions that Q4's profitability would continue to grow; and to artificially inflate the share price of Q4's stock. The investigation has further revealed that Thondavadi lied under oath during testimony before the SEC, and that Thondavadi and Desai certified reports which were filed with the SEC knowing that the reports did not fairly present, in all material respects, the financial condition of Q4.

5. First, Thondavadi and Desai engaged in a scheme to conceal the deal terms of certain acquisitions from Q4's auditors and shareholders. In furtherance of this scheme, Thondavadi and Desai submitted fraudulent documents to its auditor ("Audit Firm A") related to Q4 acquisitions. For example, in 2013, Thondavadi, on behalf of Q4, entered into a Secured Party Sale Agreement to purchase a company called Teledata Technology Solutions, Inc. ("Teledata"). In 2016, the SEC interviewed the CEO of Teledata, who identified the Secured Party Sale Agreement as the agreement signed by the parties related to Q4's acquisition of Teledata. However, Q4 did not provide the Secured Party Sale Agreement to Audit Firm A. Instead,

Thondavadi e-mailed a different acquisition agreement—an Asset Purchase Agreement and later an Amendment to the Asset Purchase Agreement—to Audit Firm A. The Asset Purchase Agreement and the Amendment to the Asset Purchase Agreement—which purported to be the agreements memorializing Q4's acquisition of Teledata—contained materially different deal terms—including the issuance of more stock and an earn-out[1]—than the Secured Party Sale Agreement. The SEC showed the Asset Purchase Agreement and the Amendment to the Asset Purchase Agreement to Teledata's CEO, who stated that he had never seen the agreements before and stated that his signature on the documents was forged. The SEC also showed the foregoing documents to an auditor ("Auditor A") of Audit Firm A. Auditor A stated that he did not recall seeing the Secured Party Sale Agreement before, and identified the Asset Purchase Agreement and the Amendment to the Asset Purchase Agreement as the documents that Q4 provided to Audit Firm A related to the Teledata transaction. Audit Firm A relied on the Asset Purchase Agreement and Amendment to the Asset Purchase Agreement to audit the financials related to Q4's acquisition of Teledata, and the financial information was later included in Q4's Form 10-Ks.

6. The investigation revealed a similar fraud related to Q4's acquisition of a company called Momentum Mobile during 2013. An owner of Momentum Mobile identified an Asset Purchase Agreement ("AP Agreement 1") as the agreement signed by the parties related to Q4's acquisition of Momentum Mobile. However, Q4 did not provide AP Agreement 1 to Audit Firm A. Instead, in March 2013, Thondavadi e-mailed a different Asset Purchase Agreement ("AP Agreement 2") to Audit Firm A. AP Agreement 2 contained materially different acquisition

1 An earn-out is a contractual provision that allows a seller of a business to earn additional compensation in the future if the business achieves certain financial goals after the acquisition.

terms, including the issuance of more cash, more stock, and different earn-out terms. The SEC showed AP Agreement 1 and AP Agreement 2 to an owner of Momentum Mobile. The Momentum Mobile owner stated that he believed that AP Agreement 1 was the agreement signed by the parties. He said he had never seen AP Agreement 2 and that he never signed it. Auditor A confirmed that he was not familiar with AP Agreement 1, and that Q4 instead had provided Audit Firm A with AP Agreement 2. Audit Firm A relied on AP Agreement 2 to audit the financials related to Q4's acquisition of Momentum, and the financial information was later included in Q4's Form 10-Ks.

7. Thondavadi and Desai also concealed from Q4's auditor and Q4's shareholders the amount and method of payment for a significant Q4 liability stemming from a federal lawsuit against Q4, Thondavadi and Desai. Specifically, in 2011, Downtown Capital Partners, LLC, a New York-based lender, filed a breach of contract lawsuit against Q4, Thondavadi, Desai, and another individual in the United States District Court for the Southern District of New York. In 2013, the Court found in favor of Downtown Capital Partners, and entered judgment against the defendants in the amount of $691,718.93. Based on language in the contract between the parties, Downtown Capital Partners later filed a motion for approximately $1.2 million in attorney's fees and costs. The defendants, including Thondavadi and Desai, subsequently entered into a Settlement Agreement ("Settlement Agreement 1") with Downtown Capital Partners, requiring cash payments totaling approximately $1.75 million to settle the judgment and the attorney's fees claim. However, Q4 did not provide Settlement Agreement 1 to Audit Firm A. Instead, in February 2014, Thondavadi e-mailed a different Settlement Agreement ("Settlement Agreement 2") to Audit Firm A. Settlement Agreement 2 contained materially different settlement terms

than Settlement Agreement 1. Settlement Agreement 2 purported to settle the judgment by providing more than 1.8 million shares of Q4 stock to Downtown Capital Partners, and made no mention of the attorney's fees and costs. The SEC showed a copy of Settlement Agreement 2 to the individual who signed Settlement Agreement 1 on behalf of Downtown Capital Partners. That individual stated that he had never seen Settlement Agreement 2 before, and that he never signed it.

8. Thondavadi and Desai's scheme described above, which involved the use of fraudulent and forged documents that misrepresented and concealed from Q4's auditor the deal terms of Q4's acquisitions and the amount of and means of settling the Downtown Capital Partners liability, caused corresponding materially false statements and omissions in Q4's SEC filings. The false statements and omissions in Q4's SEC filings defrauded Q4's shareholders.

9. As set forth in Q4's Form 10-Ks, Thondavadi and Desai were Q4's largest individual shareholders. For example, according to the 2013 Form 10-K, they each owned 4,350,000 in Q4 common stock and warrants, and 4,350,000 shares was 4.7% of Q4's common stock at that time. As such, both Thondavadi and Desai had a significant financial motivation to understate and conceal Q4's liabilities in SEC filings, which would in turn influence the investing public's view of Q4's financial health and impact Q4's stock price.

10. As part of the SEC's investigation of Q4, SEC personnel took sworn testimony from Thondavadi in Chicago on May 19, 2016. The oral testimony of Thondavadi was memorialized by a court reporter and subsequently transcribed. There is probable cause to believe that Thondavadi made materially false statements to SEC personnel, in violation of Title 18, United States Code § 1001, in response to specific questions about whether he had ever possessed

or exercised any financial or operational control over a company known as Core Information Technology Solutions, Inc. ("CITS"), cited by Thondavadi in his testimony as one of Q4's largest customers. Thondavadi told the SEC that he never had any control or ownership interest in CITS, and claimed that he never had any control over any CITS financial accounts.

11. Documents obtained by the SEC during its investigation, which I have examined, demonstrate that Thondavadi's testimony was false. These documents included a 2014 bank signature card for a CITS account bearing Thondavadi's name as an authorized account signer, as well as that of Q4's accounting manager; 2014 bank account opening documents on behalf of CITS bearing Thondavadi's name and signature; two written agreements, executed during 2014 and 2015, which Thondavadi signed as President and Chief Executive Officer of CITS; and a 2015 email written by Thondavadi to Q4 staff in which he specifically stated that Q4 took operational control over CITS in 2014 and merged with it in 2015.

12. In addition, Thondavadi and Desai caused Q4 to file a materially false and misleading Form 10-K with the SEC on or about March 28, 2016 ("the original 10-K"). In addition to electronically signing the form on that date, Thondavadi and Desai both certified that the report "does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report." The accompanying report contained the statement "Related Party Transactions – None."

13. During the SEC's questioning of Thondavadi under oath in May 2016 as set forth above in paragraph 10, Thondavadi denied exercising any level of operational or financial control over CITS, one of Q4's largest customers. During the questioning, the SEC confronted

Thondavadi with documentary evidence, in the form of an e-mail written by him in 2015, showing that Q4 and Thondavadi did, in fact, exercise control over CITS during 2014 and 2015. After Thondavadi's testimony, Q4 filed an amended 2015 Form 10-K on or about September 22, 2016 ("the amended 10-K"). The amended 10-K contained more than a full page of related party transactions, in contrast to the original 10-K, which contained none. Included among the newly included revelations was the following notation: "The Company entered into a licensing agreement June, 2014 with Core Education and Consulting Solutions, Inc., an affiliate of CITS (both owned by Core Education Group of Singapore (CEGS)) … Since May 2014, the Company's executive officers and directors, Nandu Thondavadi and Dhru Desai have provided management advice and consulting services to the owners of CEGS and have received compensation of $130,000, each, for the year ended December 31, 2015 and $0 in 2014 for their services. The compensation was remitted to Global Technology Ventures Corporation and Congruent Ventures LTD, dissolved entities owned by Mr. Thondavadi and Mr. Desai, respectively. The Company has been conducting regular business with CITS on an arm's length basis and as of December 31, 2015 and 2014, recorded approximately $4,600,000 and $2,900,000, respectively, in revenue from this customer. Mr. Thondavadi and Mr. Desai have personally guaranteed various obligations of CITS, and Mr. Thondavadi held signatory authority on its bank accounts from May 2014 through April 2015 to ensure collection of receivables being properly credited." The amended 10-K was signed and certified by Thondavadi and Desai on or about September 22, 2016, in a manner similar to that described above in paragraph 12.

14. Thondavadi's signature and certification on the Amended 10-K to the effect that he had personally guaranteed various obligations of CITS and, in fact, held signatory authority on its

bank accounts from May 2014 through April 2015 is an acknowledgement that he lied to the SEC on or about May 19, 2016, when he said that he had never had control of any financial accounts of CITS in his sworn testimony on or about May 19, 2016. Furthermore, the revelation in the amended 10-K that both Thondavadi and Desai received compensation from CITS in the amount of approximately $130,000 in 2015 is a further acknowledgement that they falsely signed and certified the original 10-K in March 2016. Both Thondavadi and Desai failed to report in the original 10-K that they, the two most senior executive officers of Q4, took six figures each in compensation from one of Q4's largest customers. Documents obtained by the SEC, which I have examined, confirm that Thondavadi and Desai, as well as members of their families, were indirectly paid in excess of $130,000 each by CITS in 2015. These payments were routed by CITS to Global Technology Ventures and Congruent Ventures, both privately held corporate entities controlled by Thondavadi and Desai, respectively, thereby concealing the end recipients of the payments from cursory scrutiny. This information was material to the original 10-K and the omission of this information caused the original 10-K to be misleading to investors.

FACTS ESTABLISHING PROBABLE CAUSE

Background on Q4, Thondavadi and Desai

15. According to Q4's public website, the company is engaged in the business of providing proprietary software packages and information technology consulting services to the healthcare industry and educational institutions. The company maintains its headquarters office in Schaumburg, Illinois, at the **Subject Premises**, as well as six other U.S. based offices, and another five in India. According to the company's Forms 10-K, which are available to the public through the SEC, Thondavadi has served as the company's CEO since 2010, and Dhru Desai as

its CFO since 2010. Both men have also served as directors of the company since 2010. Thondavadi is a resident of Barrington, Illinois and Desai lives in North Barrington, Illinois. Thondavadi's biography, as written in Q4's Forms 10-K, states that he has over a decade of CEO experience with a "global software company" prior to his service with Q4, and that he is highly educated—the holder of a doctorate degree in chemical engineering, as well as a Master of Business Administration degree. Desai holds a master's degree in computer science and has previously served as a company's CEO prior to his service at Q4.

16. Q4 has been a publicly held company since at least May 2010 and, as such, it is required to file periodic reports containing financial statements pursuant to federal securities laws. These reports must be accompanied by a signed, written statement by both the CEO and CFO of the company certifying that the periodic report fully complies with the requirements set forth in federal securities laws, and that information contained in the report fairly presents, in all material respects, the financial condition and results or operations of the company. These reports are required by law in order to allow investors and prospective investors to receive information about public companies that may be material to their investing decisions regarding those companies.

17. The periodic reports submitted by publicly held companies include the SEC Forms 10-K, which are filed on an annual basis. These reports contain the most recently available financial statements of the company, as well as standardized, mandatory disclosures by the company that are required pursuant to Title 17, Code of Federal Regulations Part 229. Among these required disclosures are any related party transactions in which the company was a participant, in amounts in excess of $120,000, and in which any related person had a direct or indirect material interest. Title 17, Code of Federal Regulations Part 229 specifically defines a

related person as, among others, a director or executive officer of the company. These related party transactions are generally discussed in a standard line item within the Form 10-K known as "Certain relationships and related party transactions."

18. Q4 has filed annual Forms 10-K since approximately March 30, 2011 and I have examined all of the Forms 10-K filed by Q4 since that time. Thondavadi and Desai signed and certified each of the forms during that time. The Form 10-Ks reflect that Q4 acquired a number of companies between 2011 and present, including Teledata and Momentum Mobile. Each 10-K filed from 2011 through March 2016 stated "None" under "Certain relationships and related party transactions."

Q4's Acquisition of Teledata

19. Q4's Form 10-K for 2013 was filed on March 17, 2014. The 2013 10-K provided the following information regarding the Teledata acquisition in the Notes of Consolidated Financial Statements, under Note 3 – Acquisitions:

> **Teledata Technology Solutions, Inc.**
>
> Effective February 1, 2013, the Company acquired the assets of Teledata Technology Solutions, Inc., and its subsidiaries, Abaris, Inc., Alphasoft Services Corporation and TTS Consulting, Inc. (collectively "TTS"). Upon consummation of the transaction, whereby the Company acquired certain assets including but not limited to client contracts, trademarks, software technology, employees, and other resources in exchange for (i) the assumption of certain liabilities of $5.1 million; (ii) cash of $900,000; (iii) earn-out payments equal to $1,500,000 as defined in the Agreement; (iv) 3,000,000 common shares valued at $1 million.
>
> TTS had revenues of approximately $20 million for calendar year 2012.

20. Audit Firm A provided the SEC with a copy of an Asset Purchase Agreement between Q4 and Teledata and an Amendment to the Asset Purchase Agreement between the same parties. The deal terms set forth above in the Form 10-K were consistent with those agreements.

However, the SEC interviewed Individual A, the CEO of Teledata who negotiated the sale of Teledata to Q4, and showed him copies of the Asset Purchase Agreement and Amendment to the Asset Purchase Agreement. Individual A stated that he had never seen the Asset Purchase Agreement or the Amended Purchase Agreement, and stated that his signature was forged on the documents. Individual A provided the SEC with a copy of a Secured Party Sale Agreement related to the Teledata acquisition. Individual A identified the Secured Party Sale Agreement as the signed agreement between the parties pursuant to which Q4 acquired Teledata. The Secured Party Sale Agreement signed by the parties and the forged Asset Purchase Agreement contain materially different deal terms. Some of those terms are set forth in the chart below:

	Secured Party Sale Agreement (the parties' signed agreement according to Teledata's CEO)	**Asset Purchase Agreement** (forged agreement sent to Audit Firm A and as reflected in Form 10-K)
Q4 Shares	475,000 shares	3,000,000 shares
Earn-out	None	Up to $1,500,000

21. Auditor A from Audit Firm A testified before the SEC on September 16, 2016, and I have reviewed the transcript of his testimony. The SEC showed Auditor A a copy of the Asset Purchase Agreement and the Amended Asset Purchase Agreement. Auditor A confirmed that he was familiar with the documents, and that Thondavadi had e-mailed them to Audit Firm A. The SEC also showed Auditor A a copy of the Secured Party Sale Agreement. Auditor A did not recall seeing a Secured Party Sale Agreement related to the Teledata acquisition. When asked about the accounting consequences of the difference in Q4 shares issued for this transaction, Auditor A stated that the inclusion of 3,000,000 shares of Q4 stock instead of 475,000 shares would have also changed the acquisition purchase price. He also stated that his recollection was

that 3,000,000 shares were in fact issued. Auditor A also confirmed that no one from Q4 ever told Audit Firm A that the deal did not include an earn-out provision.

22. The SEC obtained records from Q4's transfer agent, including email records.[2] As set forth in greater detail below in paragraph 26, on July 31, 2013, Desai sent an e-mail and letter to the transfer agent directing the transfer agent to issue the 3,000,000 shares of Q4 common stock referenced in the forged Asset Purchase Agreement. However, rather than issue those shares directly to Teledata, Desai directed the transfer agent to send the shares to his attention at Q4's business address, which at that time was in Rolling Meadows, Illinois.

The Momentum Mobile Acquisition

23. Q4's 2013 10-K provided the following information regarding the Momentum Mobile acquisition in the Notes of Consolidated Financial Statements, under Note 3 – Acquisitions:

> **Acquisition of Momentum Mobile, LLC**
>
> On February 26, 2013, effective February 1, 2013, the Company completed acquisition of certain the assets [sic] of Momentum Mobile, LLC. The assets including client contracts and employees were transferred in exchange for (i) cash of $400,000; (ii) earn-out payments up to $800,000 as defined in the Agreement; (iii) 1,000,000 common shares valued at $330,000.
>
> Momentum Mobile had revenues of approximately $1.1 million for calendar year 2012.

24. Audit Firm A provided the SEC a copy of an Asset Purchase Agreement (identified above as "AP Agreement 2") and several Addenda to the Asset Purchase Agreement between Q4 and Momentum Mobile and an Amended Asset Purchase Agreement between the same parties.

2 Transfer agents typically maintain records of who owns a company's stock and how many shares each investor holds.

The deal terms set forth in the Form 10-K were consistent with AP Agreement 2. However, the SEC interviewed Individual B, an owner of Momentum Mobile involved in the sale of Momentum Mobile to Q4, and showed him copies of AP Agreement 2 and the Addenda. Individual B stated that he had never seen AP Agreement 2, and although his name appears to be signed on AP Agreement 2, he stated that he never signed it. Individual B noted that after Q4 acquired Momentum Mobile, his computer was taken over by Q4, and a copy of his e-signature was on the computer. The SEC also showed Individual B a copy of a different Asset Purchase Agreement (previously identified as "AP Agreement 1"); Individual B said that AP Agreement 1 appeared to be the agreement signed by the parties related to Q4's acquisition of Momentum Mobile. AP Agreement 1 and AP Agreement 2 contain materially different deal terms. Some of those terms are set forth in the chart below:

	AP Agreement 1 (the parties' signed agreement according to Momentum Mobile's Owner)	**AP Agreement 2** (forged agreement sent to auditors and as reflected in Form 10-K)
Total Cash from Q4	$100,000	$400,000
Q4 Shares	250,000 shares	1,000,000 shares
Earn-out	Up to 200,000 shares and cash component dependent on performance	Up to $800,000
Assuming Liabilities of MM	Approximately $165,000	None listed

25. On or about March 5, 2013, Thondavadi e-mailed a copy of AP Agreement 2 to Audit Firm A. During testimony before the SEC, the SEC showed AP Agreement 2 to Auditor A. Auditor A confirmed that Audit Firm A received AP Agreement 2 from Thondavadi and relied on it to audit the financials related to the Momentum Mobile acquisition. The SEC also showed

Auditor A a copy of AP Agreement 1. Auditor A stated that no one at Q4 told Audit Firm A that the cash consideration for the Momentum Mobile acquisition was only $100,000 instead of $400,000. Auditor A stated that the difference in cash would have affected the cost of acquisition and would have decreased the intangible assets associated with the acquisition by $300,000. That difference would have also caused the net assets acquired on Q4's balance sheet for that quarter to have been overstated by $300,000. After reviewing the provision in AP Agreement 1 that required Q4 to assume $165,000 in Momentum Mobile's liabilities, Auditor A said that no one at Q4 informed Audit Firm A that Q4 assumed any liabilities as part of the acquisition.

26. As set forth in an e-mail that Q4's transfer agent provided to the SEC, Desai and Thondavadi provided the forged Momentum Mobile agreement—AP Agreement 2—to the transfer agent and directed the transfer agent to issue the shares. Specifically, on July 31, 2013, Desai, using the e-mail address dhru.desai@qfor.com, sent an e-mail to the transfer agent, with a copy to Thondavadi at nandu.thondavadi@qfor.com, and stated:

> PFS – letter of instruction, board resolution and supporting purchase agreement. We are requesting issuance of two certificates and please mail to my attention via overnight to Q4 office address.
>
> If there is any question, please call me.
>
> Dhru
> Dhru Desai – Executive Chairman and CFO
> 2850 Golf Road, St. 405, Rolling Meadows, IL 60008 – 732.798.3000 x 7007
> Dhru.Desai@Qfor.com – www.qfor.com – ticker. QFOR

The letter of instruction, which was attached to Desai's e-mail, directed that 750,000 shares be issued related to the Momentum Mobile acquisition, and that 3,000,000 shares be issued related to the Teledata acquisition. However, rather than direct that the shares be sent to individuals associated with those companies, the letter provided, "Please have ALL of the shares mailed to my

attention via overnight mail" and provided Desai's name and address at the Q4's office address in Rolling Meadows, Illinois.[3] The letter was signed "Dhru Desai" over a signature block that provided, "Dhru Desai, Chairman, CFO, Quadrant 4 Systems Corporation." Desai also attached to the e-mail a copy of AP Agreement 2 and a purported board resolution approving the issuance of 750,000 shares related to the acquisition of assets of Momentum Mobile and 3,000,000 shares related to the acquisition of the assets of Teledata.

The Downtown Capital Partners Lawsuit

27. On July 22, 2011, Downtown Capital Partners filed a breach of contract lawsuit against Q4, Thondavadi, Desai and another individual. The lawsuit was based on a number of purported breaches of a financing agreement between the lender Downtown Capital Partners and Q4. Thondavadi, Desai, and the remaining individual defendant were alleged to have been guarantors of the financing agreement. As set forth in the complaint, Downtown Capital Partners alleged that the defendants breached the financing agreement in a number of ways, including by entering into a subsequent financing arrangement with another lender in violation of an exclusivity provision in the contract. As set forth on the docket, after a bench trial, the Court entered judgment in favor of Downtown Capital Partners and against the defendants in the amount of $691,718.93. Based on language in the contract between the parties, Downtown Capital Partners subsequently filed a motion for approximately $1.2 million in attorney's fees and costs.

28. The defendants, including Thondavadi and Desai, subsequently entered into a

3 In February 2013, Desai sent a similar e-mail and letter of instruction to the transfer agent. However, Desai attached AP Agreement 1 to that e-mail, and directed the transfer agent to send 125,000 shares to each of two Momentum Mobile owners at their addresses in Florida. Thus, it appears that the Momentum Mobile owners received the total of 250,000 shares that they were due, and Desai and Thondavadi misappropriated 750,000 additional shares based on the forged AP Agreement 2.

Settlement Agreement ("Settlement Agreement 1") with Downtown Capital Partners, requiring cash payments totaling approximately $1.75 million to settle the judgment and the attorney's fees claims. Settlement Agreement 1 required a set schedule of payments from Q4 to Downtown Capital Partners, with the payments starting in December 2013 and ending in February 2014. Downtown Capital Partners provided the SEC with financial records reflecting that Q4 made the required payments by wire transfer between December 2013 and February 18, 2014. The payments totaled over $1.7 million,[4] consistent with Settlement Agreement 1.

29. However, Q4 did not provide Settlement Agreement 1 to Audit Firm A. Instead, on February 21, 2014—just three days after the last Q4 payment to Downtown Capital Partners (other than the subsequent late fee)—Thondavadi, using the e-mail address nandu.thondavadi@qfor.com, e-mailed a different Settlement Agreement ("Settlement Agreement 2") to Audit Firm A. Settlement Agreement 2 contained materially different settlement terms than Settlement Agreement 1. Settlement Agreement 2 purported to settle the judgment by providing more than 1.8 million shares of Q4 stock to Downtown Capital Partners. Settlement Agreement 2 made no mention of cash payments or wire transfers to Downtown Capital Partners and made no mention of the approximately $1.2 million in attorney's fees and costs. During testimony before the SEC, Auditor A testified that he had never seen Settlement Agreement 1 and that no one at Q4 told Audit Firm A that Downtown Capital Partners sought an award of legal fees and costs against Q4 or that Q4 settled a claim for fees and costs.

30. The SEC showed a copy of Settlement Agreement 2 to the individual ("Individual

[4] The payments during that time period totaled $1,725,000. Downtown had already obtained approximately $25,000 by a bank levy, so the total obtained by February 2014 was $1,750,000. One payment was late, which led to an $85,000 late fee, which Q4 paid in March 2014.

C") who signed Settlement Agreement 1 on behalf of Downtown Capital Partners. Settlement Agreement 2 purported to reflect the signature of Individual C. Individual C stated that he had never seen Settlement Agreement 2 before, and that he never signed it.

31. I have reviewed a copy of Q4's Form 10-K for 2013, which was filed on March 17, 2014. Note 9, which was set forth in the Notes of Consolidated Financial Statements, provides as follows:

> In July 2012, a claim was made against the company seeking payment of an "exclusivity fee" and other expenses arising from a proposed financing term sheet that company had entered into in early 2012. On July 13, 2013, the presiding court ordered the Company to pay a judgment in the approximate amount of $692,000, which was accrued during 2013, and satisfied by issuing 1.87 million shares of a common stock to a third party on assignment.

The representation that the Downtown Capital Partners judgment was satisfied by issuing stock was false. In fact, as set forth above, the judgment was satisfied by cash in the form of wire transfers. In addition to that false representation, the Form 10-K did not make any mention of the attorney's fees and costs, despite the fact that fees and costs were over $1 million, which was far higher than the judgment. Q4 did not disclose the attorney's fees and costs liability in the 2013 Form 10-K or in the Form 10-K for any other year.

32. Auditor B from Audit Firm A testified before the SEC on August 23, 2016, and September 15, 2016. Based on her testimony, Auditor B regularly interacted with both Thondavadi and Desai in connection with Audit Firm A's audits of Q4's financials. Auditor B testified that based on her interactions with Thondavadi, including what Thondavadi told her, it was her understanding that Thondavadi drafted Q4's Form 10-Ks and Form 10-Qs. She also testified that it appeared that Desai and Thondavadi worked together on a number of parts of the Form 10-Ks and Form 10-Qs.

33. As set forth above, Thondavadi and Desai's scheme involved misrepresenting and concealing the acquisition terms related to the Teledata and Momentum Mobile acquisitions and misrepresenting the amount of and means of payment for liabilities associated with the Downtown Capital Partners. The misrepresentations, both individually and when considered together, were material, *i.e.*, they were capable of influencing Audit Firm A and Q4's shareholders. Indeed, Audit Firm relied on the fraudulent, forged documents to audit Q4's financials related to the acquisitions and Downtown Capital Partners, and then that financial information was included in financial statements in Q4's SEC filings. Further, as set forth in Q4's 2013 10-K, Q4 acquired three companies in 2013, including Teledata, Momentum Mobile, and Blazerfish, LLC. Teledata was by far the largest acquisition, with $20 million in reported revenues in 2013, while BlazerFish and Momentum Mobile were reported to have $1.5 million and $1.1 million in revenue, respectively, for 2013. Thus, Thondavadi and Desai misrepresented the purchase price and allocation of at least two of its three acquisitions in 2013, and then misappropriated the extra shares from the forged agreements sent to Audit Firm A and the transfer agent. In the connection with Q4's acquisition of Momentum Mobile, Desai and Thondavadi misappropriated 750,000 shares of Q4 stock, which was three times the 250,000 shares of stock that were in fact a part of the transaction. With respect to the Teledata transaction, Desai and Thondavadi misappropriated 3,000,000 shares of Q4 stock, when the transaction only in fact involved 475,000 shares of stock.

34. The misrepresentations and concealment related to Downtown Capital Partners were also material. In fact, around the time Desai and Thondavadi (1) falsely claimed that the Downtown Capital Partners judgment was satisfied by stock when in fact it was satisfied by cash and (2) concealed from Audit Firm A and Q4's shareholders the fact that the actual liability was

$1.75 million instead of $692,000, they were touting Q4's purportedly enhanced cash position to investors. On January 2, 2014, Q4 issued a press release, which I obtained from Q4's website, that was entitled, "Q4 Strengthens Balance Sheet; Enhances Cash Position and Reduces Debt by Over $5 Million." The press release explained that two institutional investors exercised warrants on Q4's stock that resulted in Q4 receiving more than $1 million in cash from the investors. The press release quoted Desai as stating, ". . . It is important for our current and future shareholders to understand that we have maintained positive cash flow while servicing our debt load. Now that we have reduced our debt by nearly 45% in the last two quarters of 2013 and added significant cash to our balance sheet, we are poised for a stronger performance in all our divisions." It is telling that in January 2014 Desai and Thondavadi considered it newsworthy to advise the shareholders that Q4 had obtained more than $1 million in cash to enhance its balance sheet. In fact, on December 17, 2013—approximately two weeks before Q4 issued the press release—Q4, Thondavadi, and Desai had signed Settlement Agreement 1, which obligated Q4 to pay Downtown Capital Partners $1.75 million in cash. That $1.75 million in cash would have wiped out, and in fact did wipe out, the more than $1 million in cash obtained from the exercise of the warrants by the institutional investors. The press release, and the deceit related to Downtown Capital Partners, illustrate that Thondavadi and Desai understood that Q4's cash position was important to investors.

35. The scheme was furthered by the filing of the annual and periodic reports with the SEC, including the Form 10-K in 2013 and the Form 10-Ks in later years. Based on information provided to law enforcement by the SEC, I am aware that the filing of the SEC reports such as Form 10-Ks results in an interstate wire communication. Specifically, the SEC's online filing system for public filings is called the EDGAR system. Public filings with the SEC are received

and processed by a server in Maryland, and then routed to a server in Virginia. Thus, I believe that the filing of Q4's Form 10-Ks and other SEC filings resulted in interstate wire communications from Illinois to Maryland to Virginia.

Thondavadi's May 19, 2016 SEC Testimony

36. After the SEC launched an investigation of Q4's financial reporting practices, among other matters, the agency questioned Thondavadi under oath at its Chicago office, located at 175 West Jackson Boulevard, Chicago, Illinois, on or about May 19, 2016. Thondavadi's testimony was memorialized by a court reporter. I have examined the transcript. Among the questions asked of Thondavadi were questions about his role at any private companies, other than one in his past known as Universal Computronics. When the SEC asked him "other than Universal Computronics, have you ever had any role where you exerted any control over any private entity? Thondavadi answered "no." He was then asked, "again, other than the entity listed here (Universal Comptronics), have you ever had any control over any financial accounts of any privately held entity?" Thondavadi again answered "no."

37. During his testimony, Thondavadi identified a company named Core Information Technology Solutions ("CITS") as one of Q4's largest customers by revenue. Thondavadi told the SEC that he was involved in business negotiations with the CEO of CITS during the 2013 – 2014 time frame. Thondavadi subsequently provided the following answers to questions by the SEC:

Q. … And have you ever had any control over CITS?

A. No.

Q. Have you ever had any ownership interest in it?

A. No.

Q. And have you ever had control of any financial accounts at CITS?

A. No.

Tr. at 180.

38. During the course of the interview, SEC personnel showed Thondavadi a copy of an email, dated March 24, 2015, that he had written to several individuals, among them the members of Q4's board of directors and the former auditors of Q4. Desai, a director, was among the recipients of Thondavadi's email, which bore the subject "Monthly Management Reports." Thondavadi began the email by writing "We have initiated a monthly management report highlighting material events in the company." He went on to state, under "Section 1: Mergers & Acquisitions," that Core Information Technology Solutions "is an information technology company specializing in education and is based in NJ with its headquarters in India … after much due diligence, we agreed to license their education content authored by Princeton Review and take full operational control of their IT consulting division, Core Information Technology Solutions Inc. (CITS) in May 2014. We have been operating CITS making all decisions since May 2014 and as a result revenue is flowing through our books for that period. Effective January 1, 2015, CITS has been merged with Quadrant 4 for a consideration on 1 million shares of QFOR common stock. CITS will add approximately $5 million in revenues and about 10% EBITDA."

39. When SEC personnel asked Thondavadi during his testimony about the email, he stated that the acquisition of CITS "did not happen." When the SEC asked Thondavadi why he had written in his 2015 email that it had happened, he said "these are all things that we wanted to do, and post none of these things actually … we did not go through with any of these things."

When the SEC asked him "but why did you tell your board that it did," Thondavadi said, "It was a discussion, and I think I'm attempting to capture the discussion, this is what we were planning to do. It was poor writing. None of it is factual."

40. During Thondavadi's testimony, he also acknowledged knowing an individual identified as Individual D, and said he had known him/her since 2009. Thondavadi said that he and Individual D were friends who occasionally did business together.

Documents Contradict Thondavadi's SEC Testimony

41. During the course of the SEC's investigation, the agency served subpoenas upon Q4 and other entities who provided services to Q4, including payroll processors and financial institutions. I have examined some of the records provided by those entities to the SEC. Among those documents was a signature card for Fifth Third Bancorp business banking account xxxxxx4961, dated May 29, 2014, in the name of CITS. The authorized signers listed for the account are Thondavadi and Individual E, a financial analyst employed by Q4. The signature card bore the signatures of Thondavadi and Individual E. The address listed for CITS was that of Q4's office in Rolling Meadows, Illinois and the phone number listed on the signature card was that of the Q4 office in New Jersey. Also obtained by the SEC was an April 22, 2015 signature card for the same CITS Fifth Third Bancorp account, in which the authorized signer was changed to Individual D. The phone number listed on the revised signature card was still that of Q4's New Jersey office.

42. Also produced to the SEC under subpoena were account opening documents dated September 10, 2014 from Bank of America for merchant services account XXXXXXX1882 in the name of CITS. The authorized signer for the account is listed as Thondavadi, who signed the

document as the CEO of CITS, and the listed point of contact is Individual E.

43. Payroll processing company Paychex also received a subpoena for documents from the SEC, and among the documents they produced was a major market service agreement, dated January 6, 2015. The authorized officer listed on the agreement was Thondavadi, who was identified as the President of CITS. The agreement was signed by Individual F, Director of Human Resources for Q4.

44. The SEC also subpoenaed a document titled "Eight Amendment to Second Amended and Restated Commercial Financing Agreement between QFOR, CITS and Corporation A," which was executed on or about October 29, 2014. Corporation A is an Alabama based direct lender that is in the business of making operating loans to businesses, secured by inventory or a pledge of accounts receivable. Q4 was the past recipient of loans from Corporation A. The agreement was signed on or about October 29, 2014 by Thondavadi, as President of CITS. Corporation A also produced an "Asset Purchase Agreement" between CITS and a company known as Corporation B. Thondavadi signed this agreement on or about January 1, 2015 as the CEO of CITS.

45. As set forth above in paragraph 38, Thondavadi himself authored an email on or about March 24, 2015 to the Q4 board of directors, as well as members of its audit team at the time. Thondavadi noted in his email that Q4 took operational control of CITS in May 2014 and merged with it, effective on January 1, 2014.

Q4 Filed an Amended 2015 Form 10-K Contradicting Thondavadi's Testimony

46. Approximately four months after the Thondavadi's testimony with the SEC, Q4

filed an amended Form 10-K covering 2015. The amended 10-K contained the signatures and certifications of Thondavadi and Desai, dated September 22, 2016. The primary change in the amended Form 10-K from the original 10-K was the addition of over a page of new information on related party transactions involving Q4. The company's statement on its related party transactions found in the original 10-K, as well as every one of the previous 10-Ks ever filed by Q4 in the company's history contained only a single word: "none."

47. The amended 10-K contained new disclosures on Q4's transactions with several companies, among them CITS. As noted above in paragraph 7, Thondavadi acknowledged in the amended 10-K that he did, in fact, hold signatory authority on the bank accounts of CITS between May 2014 and April 2015. In addition, he acknowledged that he and Desai "have personally guaranteed various obligations of CITS" and that they received $130,000 each in 2015 compensation from the owners of CITS for providing "management advice and consulting services." This directly contracts Thondavadi's May 2016 testimony to the SEC in which he stated that he never had any control over CITS, including control over its bank accounts.

Q4 Filed a Materially False Form 10-K for 2015 on or about March 28, 2016

48. Based upon documents obtained by the SEC during the course of its investigation, as well as Thondavadi and Desai's own admissions in the amended 10-K, there is probable cause to believe that the original 10-K omitted material facts necessary to make the statements contained in the report not misleading with respect to the period covered by the report, specifically the calendar year concluded as of December 31, 2015. As noted above in paragraph 9, the original 10-K stated that there were no material related party transactions that had taken place involving Q4 during the 2015 calendar year.

49. As noted above, the SEC obtained numerous documents demonstrating that Q4 actually controlled CITS, identified by Thondavadi as a major Q4 customer, during the 2015 timeframe, and that CITS paid approximately $300,000 to two corporate entities owned solely by Thondavadi and Desai during 2015. Bank records for those two corporate entities, identified as Congruent Ventures and Global Technology Ventures, showed that during 2015 they paid nearly $400,000 in household expenses for both Desai and Thondavadi, as well as their families. Examination of the bank account records of Q4 and CITS also demonstrate a net cash transfer of approximately $1.4 million dollars from CITS to Q4 during 2015.

50. Federal securities law requires the annual disclosure on Form 10-K of any transaction engaged in by the registrant company over the reporting period involving $120,000 or more, in which any related person had or will have a direct or indirect material interest. Federal securities law specifically defines all directors and executive officers of the registrant company to be related persons, without exception. Thondavadi and Desai were both Q4 directors and executive officers of the company during the relevant period, thereby meeting the definition of related persons. The $1.4 million in approximate net transactions between Q4 and CITS for 2015 far exceed the $120,000 threshold set by federal securities law, and the payments of approximately $300,000 by CITS to Thondavadi and Desai during the same year certainly qualify as, at minimum, an indirect material interest in the transactions for both men. In short, Thondavadi and Desai were required by federal securities law to disclose Q4's control over CITS, as well as their financial interest in the net $1.4 million in transactions between CITS and Q4 during 2015 – specifically the funds paid to Thondavadi and Desai by CITS during that time.

51. After Thondavadi provided testimony to the SEC in May 2016 and was confronted

by the SEC with documentary evidence that Q4 had, in fact, exercised control over CITS in 2014 and 2015, he and Desai certified the amended 10-K within a few months. The amended 10-K contains substantial information on Q4's transactions with CITS during 2015 under the heading "related party transactions."

The Subject Premises

52. As set forth above, the **Subject Premises** is Q4's office at 1501 East Woodfield Road, Suite 205 South, Schaumburg, Illinois. Q4's website identifies the **Subject Premises** as Q4's headquarters. Q4's Form 10-Ks for 2014 and 2015 identified the **Subject Premises** as Q4's "address of principal executive offices." Based on my review of the Form 10-Ks and documents obtained by the SEC, I believe that Q4 moved its headquarters to the **Subject Premises** in or around 2014. Q4's Form 10-K for 2013 identified Q4's "address of principal executive offices" as 2850 Golf Road, Suite 405, Rolling Meadows, Illinois 60008.

53. In furtherance of the scheme to defraud described above, Thondavadi and Desai caused e-mails to be sent from and received by Q4 e-mail facilities, including e-mails to Audit Firm A containing fraudulent, forged documents.

54. Based on my training and experience, I am aware that e-mails and contracts, including the acquisition agreements and the settlement agreement described above, are normally created and kept within computer equipment located at a company's place of business. In addition, paper copies of documents and e-mails generated during the course of such a scheme are also often present within the offices of the employees involved in the conduct.

55. Based on my training and experience, I also know that evidence and records of financial crimes are often stored on computers. It is my belief that documents sought by this

search may be stored on computers. Based on my training and experience, I know that electronic files can be easily moved from one computer or electronic storage medium to another. Therefore, electronic files downloaded or created on one computer can be copied on or transferred to any other computer or storage medium at the same location. As such, this warrant seeks approval to search any and all computers and/or computer peripherals on the **Subject Premises** for evidence of a crime.

Specifics Regarding Searches of Electronic Storage Media

56. Based upon my training and experience, and the training and experience of specially trained personnel whom I have consulted, searches of evidence from electronic storage media commonly require agents to download or copy information from the electronic storage media and their components, or remove most or all electronic storage media items (*e.g.* computer hardware, computer software, computer-related documentation, and cellular telephones) to be processed later by a qualified computer expert in a laboratory or other controlled environment. This is almost always true because of the following:

a. Electronic storage media can store the equivalent of thousands of pages of information. Especially when the user wants to conceal criminal evidence, he or she often stores it with deceptive file names. This requires searching authorities to examine all the stored data to determine whether it is included in the warrant. This sorting process can take days or weeks, depending on the volume of data stored, and it would be generally impossible to accomplish this kind of data search on site.

b. Searching electronic storage media for criminal evidence is a highly technical process requiring expert skill and a properly controlled environment. The vast array of

computer hardware and software available requires even computer experts to specialize in some systems and applications, so it is difficult to know before a search which expert should analyze the system and its data. The search of an electronic storage media system is an exacting scientific procedure which is designed to protect the integrity of the evidence and to recover even hidden, erased, compressed, password-protected, or encrypted files. Since electronic storage media evidence is extremely vulnerable to tampering or destruction (which may be caused by malicious code or normal activities of an operating system), the controlled environment of a laboratory is essential to its complete and accurate analysis.

57. In order to fully retrieve data from a computer system, the analyst needs all storage media as well as the computer. The analyst needs all the system software (operating systems or interfaces, and hardware drivers) and any applications software which may have been used to create the data (whether stored on hard disk drives or on external media).

58. In addition, electronic storage media such as a computer, its storage devices, peripherals, and Internet connection interface may be instrumentalities of the crime(s) and are subject to seizure as such if they contain contraband or were used to carry out criminal activity.

Procedures to Be Followed in Searching Electronic Storage Media

59. Pursuant to Rule 41(e)(2)(B) of the Federal Rules of Criminal Procedure, this warrant will authorize the removal of electronic storage media and copying of electronically stored information found in the premises described in Attachment A so that they may be reviewed in a secure environment for information consistent with the warrant. That review shall be conducted pursuant to the following protocol.

60. The review of electronically stored information and electronic storage media removed from the premises described in Attachment A may include the following techniques (the following is a non-exclusive list, and the government may use other procedures that, like those listed below, minimize the review of information not within the list of items to be seized as set forth herein):

a. examination of all the data contained in such computer hardware, computer software, and/or memory storage devices to determine whether that data falls within the items to be seized as set forth in Attachment B;

b. searching for and attempting to recover any deleted, hidden, or encrypted data to determine whether that data falls within the list of items to be seized as set forth in Attachment B (any data that is encrypted and unreadable will not be returned unless law enforcement personnel have determined that the data is not (1) an instrumentality of the offenses, (2) a fruit of the criminal activity, (3) contraband, (4) otherwise unlawfully possessed, or (5) evidence of the offenses specified above);

c. surveying file directories and the individual files they contain to determine whether they include data falling within the list of items to be seized as set forth in Attachment B;

d. opening or reading portions of files, and performing key word searches of files, in order to determine whether their contents fall within the items to be seized as set forth in Attachment B.

61. The government will return any electronic storage media removed from the premises described in Attachment A within 30 days of the removal unless, pursuant to Rule 41(c)(2) or (3) of the Federal Rules of Criminal Procedure, the removed electronic storage media

contains contraband or constitutes an instrumentality of crime, or unless otherwise ordered by the Court.

CONCLUSION

62. Based upon the information set forth above, I submit that there is probable cause to believe that (a) Nandu Thondavadi and Dhru Desai committed wire fraud, in violation of Title 18, United States Code, § 1343; (b) Nandu Thondavadi and Dhru Desai, in their capacity as CEO and CFO of Q4, respectively, certified a Form 10-K, knowing that the information contained in the report did not fairly present, in all material respects, the financial condition and results of operations Q4, in violation of Title 18, United States Code, § 1350; (c) Nandu Thondavadi made material false statements in testimony before the SEC; and (d) at the office of Q4 there exists evidence, instrumentalities, and fruits of violations of Title 18, United States Code 1343, Title 18, United States Code § 1350, and Title 18, United States Code § 1001.

FURTHER AFFIANT SAYETH NOT.

Brent E. Potter
Special Agent
Federal Bureau of Investigation

Subscribed and sworn before me this 29th
day of November 2016, at Chicago, Illinois.

The Honorable Michael T. Mason
United States Magistrate Judge
Northern District of Illinois