

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon. John Michael Vazquez
	:	
v.	:	Criminal No. 17-544 (JMV)
	:	
JAMES ADKINS,	:	18 U.S.C. § 1349
JERRID DOUGLAS,	:	18 U.S.C. § 1343
ROY JOHANNES GILLAR, and	:	18 U.S.C. § 2
HAROLD MIGNOTT	:	18 U.S.C. § 1957

**SUPERSEDING INDICTMENT**

The Grand Jury in and for the District of New Jersey, sitting at Newark,  
charges:

**COUNT ONE  
(Wire Fraud Conspiracy)**

**BACKGROUND**

1. At all times relevant to this Superseding Indictment:
  - a. Defendant JAMES ADKINS (“ADKINS”) resided in Hillside,  
New Jersey.
  - b. Defendant JERRID DOUGLAS (“DOUGLAS”) resided in  
Freehold, New Jersey.
  - c. Defendant ROY GILLAR (“GILLAR”) resided in Miami, Florida  
and Las Vegas, Nevada.
  - d. Defendant HAROLD MIGNOTT (“MIGNOTT”) resided in  
Voorhees, New Jersey.

e. Grupo Mundial Balboa (“GMB”) was an investment holding company incorporated as an international business company under the laws of Panama. GMB’s principal place of business was located in Panama City, Panama.

f. Brilliant Petroleum Company (“BPC”) was purportedly the United States operating partner of GMB and had its principal place of business in Voorhees, New Jersey.

g. ADKINS was purportedly the Chief Executive Officer of GMB and the President of BPC; DOUGLAS was purportedly the Chief Financial Officer of GMB and BPC; MIGNOTT was purportedly the Chairman of GMB and the Chief Executive Officer and Chairman of BPC; and GILLAR was purportedly a Director of GMB and BPC.

h. All Bloom Trading Limited (“ALL BLOOM”) was purportedly a company solely owned by defendant GILLAR and incorporated in Hong Kong.

i. Gillar Worldwide Group Limited (“GILLAR WORLDWIDE”) was purportedly a company owned by defendant GILLAR and incorporated in Florida.

j. “Victim Company A” was a commodities-trading business incorporated as an international business company under the laws of Dubai, United Arab Emirates. Victim Company A was established by Individual Victim 1 and Individual Victim 2.

k. “Victim Company B” was a biotech company incorporated in California. Victim Company B was established by Individual Victim 4.

l. "Individual Victim 1" was a resident of Matawan, New Jersey and was the Manager and Director of Victim Company A.

m. "Individual Victim 2" was a resident of Watchung, New Jersey and was the Director of Victim Company A.

n. "Individual Victim 3" was a resident of LeMars, Iowa and owned a family farming business.

o. "Individual Victim 4" resided in California and was the owner, President, and Chief Executive Officer of Victim Company B.

p. Victim Companies A and B and Individual Victims 1, 2, 3, and 4 are collectively referred to in this Superseding Indictment as the "Victims."

q. The "International Bank" was one of the world's largest banking and financial-services organizations.

r. A Standby Letter of Credit ("SBLC") is a guarantee of payment issued by a bank on behalf of a client that is used as a "payment of last resort" should the client fail to fulfill a contractual commitment with a third party.

s. A Ready, Willing, and Able Letter ("RWA") is a bank-issued document on a client's behalf that verifies a bank or financial institution is ready, willing, and able to proceed on behalf of a client in any number of various financial transactions.

## OVERVIEW

2. Beginning at least in or around March 2016 and continuing through June 2016, defendants ADKINS, DOUGLAS, GILLAR, and MIGNOTT agreed to defraud Victim Company A out of approximately \$1,000,000. The defendants fraudulently induced Victim Company A to enter a joint venture agreement with GMB and to pay GMB approximately \$800,000 in United States currency by, among other things, falsely representing that GMB and ALL BLOOM could acquire and provide to Victim Company A an SBLC that Victim Company A could use to further its business. However, contrary to their fraudulent representations, after Individual Victims 1 and 2 (d/b/a Victim Company A) transmitted \$800,000 to GMB and defendants through an escrow account, neither GMB nor defendants provided Victim Company A with an SBLC or anything else of value. Instead, the defendants misappropriated Victim Company A's money for their personal use on items like luxury cars, luxury watches, leasing and mortgage payments on their personal residences, and large cash withdrawals.

## THE CONSPIRACY

3. From in or about March 2016 through in or about June 2016, in the District of New Jersey and elsewhere, defendants

**JAMES ADKINS,  
JERRID DOUGLAS,  
ROY JOHANNES GILLAR, and  
HAROLD MIGNOTT**

did knowingly and intentionally conspire and agree with each other and others to devise a scheme and artifice to defraud Individual Victims 1 and 2 and

Victim Company A, and to obtain money and property from Individual Victims 1 and 2 and Victim Company A, by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice to defraud, did transmit or cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1343.

#### **OBJECT OF THE CONSPIRACY**

4. It was the object of the conspiracy for defendants ADKINS, DOUGLAS, GILLAR, and MIGNOTT to obtain money from Individual Victims 1 and 2 and Victim Company A by inducing Individual Victims 1 and 2 and Victim Company A to pay to the defendants \$1,000,000 for an upfront fee for the issuance of an SBLC, which purported to permit Victim Company A to enter into business transactions to buy and refine gold overseas, so that defendants ADKINS, DOUGLAS, GILLAR, and MIGNOTT could then divert the money they received from Individual Victims 1 and 2 and Victim Company A for their personal use.

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

5. It was part of the conspiracy that, after learning that Individual Victims 1 and 2 needed access to an SBLC in order to consummate business deals for their business venture to buy raw gold in Africa and sell it to refineries in Dubai, defendant DOUGLAS told Individual Victims 1 and 2 that he had access to an SBLC through GILLAR's company, ALL BLOOM, in the

amount of €1,000,000,000 (one billion euros), collateralized by Mexican gold-backed bonds valued at approximately \$21 billion owned by GMB.

6. It was further part of the conspiracy that defendant DOUGLAS induced Individual Victims 1 and 2 to enter into a Joint Venture Agreement (“JV Agreement-1”) with GMB to buy and sell gold based on defendant DOUGLAS’s representations that GMB had the ability to obtain an SBLC collateralized by Mexican gold-backed bonds. Under JV Agreement-1, Victim Company A could utilize the financing derived from GMB’s alleged SBLC to buy and sell gold, in exchange for giving GMB a portion of the profits from the sale of the gold. According to JV Agreement-1, GMB would obtain an SBLC from one of two large international banks in the amount of €1,000,000,000 (one billion euros). In return, Victim Company A was to escrow, within a certain timeframe, \$1,000,000, which GMB would use to pay the fee for the issuance of GMB’s alleged SBLC.

7. It was further part of the conspiracy that, in a separate escrow agreement also entered into on or about April 26, 2016 (the “Escrow Agreement”), GMB and Victim Company A agreed that once Victim Company A escrowed \$1,000,000, the money would not be released to GMB until GMB showed proof of its ability to secure the SBLC.

8. It was further part of the conspiracy that defendants ADKINS, DOUGLAS, and GILLAR, on many occasions, instructed Individual Victims 1 and 2 that Victim Company A could confirm GMB’s ability to obtain an SBLC.

9. It was further part of the conspiracy that, in reliance on the representations of the defendants, on or about April 28, 2016 and April 29, 2016, Individual Victim 1 transferred, via two interstate wires, approximately \$600,000 from Individual Victim 1's TD Bank account in Cherry Hill, New Jersey to the escrow agent's bank account in New York, New York.

10. It was further part of the conspiracy that, in reliance on the representations of the defendants, on or about April 29, 2016, Individual Victim 2 transferred, via two interstate wires that traveled through Texas, approximately \$200,000 from Individual Victim 2's Chase Bank account in New York, New York to the escrow agent's bank account in New York, New York.

11. It was further part of the conspiracy that, within a day or two after Victim Company A placed \$800,000 in escrow, defendants began pressuring Individual Victims 1 and 2 and Victim Company A to authorize the release of money to GILLAR WORLDWIDE even though Individual Victims 1 and 2 were unable to verify the existence of the SBLC.

12. It was further part of the conspiracy that, to induce Individual Victims 1 and 2 to release the funds from escrow to GILLAR WORLDWIDE without verification of GMB's ability to obtain an SBLC, defendant DOUGLAS showed Individual Victims 1 and 2 a 2012 Record of Safekeeping from a bank, which purported to show that the bank was holding or storing Mexican gold-backed bonds for GMB or its affiliates. In addition to showing the 2012 Record of Safekeeping, DOUGLAS falsely informed Individual Victims 1 and 2 that, to show good faith, GMB would temporarily provide the remaining

\$200,000 needed to complete the \$1,000,000 (one million) in fees necessary to secure the SBLC.

13. It was further part of the conspiracy that, based on the representations made by defendants, including that the fee that Individual Victims 1 and 2 paid the defendants would be refundable if GMB did not provide the SBLC and that GMB had provided \$200,000 of its own money, Victim Company A agreed to release its \$800,000 from escrow to GMB. Victim Company A authorized the escrow agent to release its \$800,000, which was wired from the escrow agent to bank accounts controlled by GILLAR and DOUGLAS.

14. It was further part of the conspiracy that, in subsequent recorded phone calls with Individual Victims 1 and 2 on or about May 5, 2016, defendants ADKINS, DOUGLAS, and GILLAR falsely stated that they had ordered the SBLC from the International Bank and that they would provide an RWA from the International Bank as proof that the SBLC would be issued.

15. It was further part of the conspiracy that the conspirators shared in the proceeds generated through the fraud scheme by, among other things, depositing funds in designated bank accounts, or sending proceeds via wire transmission or check to other members of the conspiracy.

16. It was further part of the conspiracy that defendants provided to Individual Victims 1 and 2 a fraudulent RWA on letterhead from the International Bank stating that the International Bank was ready, willing, and able to provide a €1,000,000,000 (one billion euro) SBLC to GMB. Bank



officials at the International Bank have confirmed that the RWA is fraudulent and that the International Bank did not issue the RWA.

17. It was further part of the conspiracy that the defendants never provided Victim Company A with an SBLC nor have defendants refunded Victim Company A's money to date.

18. It was further part of the conspiracy that, other than a small fee paid to the escrow agent, the defendants misappropriated the entirety of Company A's \$800,000 by spending it on, among other things, luxury cars, luxury watches, residential leasing and mortgage payments, and large cash withdrawals.

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

**COUNTS TWO THROUGH FIVE  
(Wire Fraud)**

19. The allegations contained in paragraphs 1, 2, and 4 through 18 of this Superseding Indictment are hereby repeated, realleged, and incorporated as if fully set forth herein.

20. From at least as early as in or around March 2016 through in or around June 2016, in the District of New Jersey, and elsewhere, defendants

**JAMES ADKINS,  
JERRID DOUGLAS,  
ROY JOHANNES GILLAR, and  
HAROLD MIGNOTT**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Individual Victims 1 and 2 and Victim Company A, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing or attempting to execute such scheme and artifice to defraud, defendants did knowingly transmit or cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, namely the wire transfers described below, each constituting a separate count of this Superseding Indictment:

<b>Count</b>	<b>Approximate Date</b>	<b>Description of Wire Transmission</b>
Two	April 28, 2016	Causing Individual Victim 1 to transfer, via interstate wire, approximately \$400,000 from Individual Victim 1's TD Bank account in New Jersey to the escrow agent's bank account in New York
Three	April 29, 2016	Causing Individual Victim 1 to transfer, via interstate wire, approximately \$200,000 from Individual Victim 1's TD Bank account in New Jersey to the escrow agent's bank account in New York
Four	April 29, 2016	Causing Individual Victim 2 to transfer, via an interstate wire that traveled through New Jersey, \$150,000 from Individual Victim 2's Chase Bank account in New York to the escrow agent's bank account in New York
Five	April 29, 2016	Causing Individual Victim 2 to transfer, via an interstate wire that traveled through New Jersey, \$50,000 from Individual Victim 2's Chase Bank account in New York to the escrow agent's bank account in New York

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

**COUNT SIX  
(Wire Fraud)**

**The Scheme to Defraud**

21. The allegations contained in paragraph 1 of this Superseding Indictment are hereby repeated, realleged, and incorporated as if fully set forth herein.

22. From at least as early as in or around April 2013 through in or around November 2013, in the District of New Jersey, and elsewhere, defendants

**JAMES ADKINS and  
HAROLD MIGNOTT,**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Individual Victim 3, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

**Object of the Scheme**

23. It was the object of the scheme for defendants ADKINS and MIGNOTT to obtain money from Individual Victim 3 by falsely representing that the money would be used to help BPC obtain an SBLC, which would enable BPC to make certain transactions, the proceeds of which would be shared with Individual Victim 3.

### **Manner and Means of the Scheme**

24. It was part of the scheme to defraud that, in or around April 2013, Individual Victim 3 was seeking financing for a new drug-free pork operation on his family farm in Iowa.

25. It was further part of the scheme to defraud that, in or around May 2013, a loan broker from California introduced Individual Victim 3 to defendants ADKINS and MIGNOTT, who contacted Individual Victim 3 on behalf of BPC. Defendants ADKINS and/or MIGNOTT made the following material misrepresentations to Individual Victim 3:

(i) Defendants ADKINS and MIGNOTT falsely told Individual Victim 3 that BPC required funding to complete several oil trades;

(ii) Defendant ADKINS falsely told Individual Victim 3 that BPC was in the process of obtaining an SBLC worth \$100,000,000 for that purpose and that BPC needed money to pay an upfront fee associated with obtaining the SBLC;

(iii) Defendants ADKINS and MIGNOTT falsely told Individual Victim 3 that, with the funding from the SBLC, BPC could complete an oil transaction every 10-14 days that would yield approximately \$1,000,000 in profit per transaction.

26. It was further part of the scheme to defraud that, on or about May 30, 2013, defendant ADKINS on behalf of BPC emailed Individual Victim 3 a letter on BPC letterhead, signed by defendant MIGNOTT, which set forth a

fictitious payout schedule. In the letter, MIGNOTT falsely stated that Individual Victim 3 would earn approximately \$250,000 per month based on Individual Victim 3's investment toward the SBLC.

27. It was further part of the scheme to defraud that, approximately one week later, defendant ADKINS sent Individual Victim 3 a Joint Venture Agreement ("JV Agreement-2") between BPC and Individual Victim 3. JV Agreement-2 provided that Individual Victim 3 would receive approximately 20-25% of the net proceeds of any oil deals consummated by BPC over a three-year period.

28. It was further part of the scheme to defraud that, on or about June 10, 2013, in reliance on the representations of defendants ADKINS and MIGNOTT, Individual Victim 3 transferred, via interstate Fedwire, \$90,000 from Individual 3's attorney's escrow account at U.S. Bank in Nebraska to a PNC Bank account in Pennsylvania controlled by MIGNOTT. Shortly after Individual Victim 3 transferred the \$90,000, defendants ADKINS and MIGNOTT falsely told Individual Victim 3 that they had obtained the SBLC and would begin completing oil transactions.

29. It was further part of the scheme to defraud that, in or around November 2013, Individual Victim 3 contacted defendant ADKINS and demanded his money back because BPC had not completed any oil deals since Individual Victim 3 had transferred \$90,000, nor had BPC delivered financial returns or anything of value to Individual Victim 3.

30. It was further part of the scheme to defraud that, defendants ADKINS and MIGNOTT misappropriated the entirety of Individual Victim 3's investment, and they have not refunded Individual Victim 3's investment to date.

31. On or about the date set forth below, in the District of New Jersey, and elsewhere, for the purpose of executing or attempting to execute the scheme and artifice to defraud described above, defendants ADKINS and MIGNOTT did knowingly and intentionally transmit or cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, as described below:

<b>Approximate Date</b>	<b>Description of Wire Transmission</b>
June 10, 2013	Causing Individual Victim 3 to transfer, via interstate Fedwire that traveled through New Jersey, approximately \$90,000 from Individual 3's attorney's escrow account at U.S. Bank in Nebraska to a PNC Bank account in Pennsylvania controlled by MIGNOTT

In violation of Title 18, United States Code, Sections 1343 and 2.

**COUNTS SEVEN AND EIGHT  
(Wire Fraud)**

**The Scheme to Defraud**

32. The allegations contained in paragraph 1 of this Superseding Indictment are hereby repeated, realleged, and incorporated as if fully set forth herein.

33. From at least as early as in or around March 2015 through in or around June 2016, in the District of New Jersey, and elsewhere, defendants

**JAMES ADKINS and  
JERRID DOUGLAS,**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Individual Victim 4 and Victim Company B, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

**Object of the Scheme**

34. It was the object of the scheme for defendants ADKINS and DOUGLAS to obtain money from Victim Company B by falsely representing that the money would be used to obtain an SBLC, which Victim Company B could use to obtain financing for its biotech business.

**Manner and Means of the Scheme**

35. It was part of the scheme to defraud that, in or around 2015, Victim Company B was seeking a significant investment to finance its biotech business operations. Individual Victim 4, the founder and owner of Victim



Company B, had been introduced to defendant DOUGLAS through a series of mutual acquaintances.

36. It was further part of the scheme to defraud that, in or around early 2016, DOUGLAS told Individual Victim 4 that he and defendant ADKINS could provide Victim Company B with financing through their company, GMB, which, they told Individual Victim 4, possessed approximately \$21 billion in gold-backed bonds. Defendants DOUGLAS and ADKINS told Individual Victim 4 that defendant GILLAR could facilitate the financing through his company ALL BLOOM.

37. Subsequently, defendants DOUGLAS and ADKINS told Individual Victim 4 that they could provide Victim Company B with \$100,000,000 of financing and that they had obtained the approval of defendant GILLAR to do so. Defendant DOUGLAS told Individual Victim 4 that, in order to access the financing, Individual Victim 4 would have to provide a \$1,000,000 upfront fee so that GMB and/or ALL BLOOM could obtain an SBLC.

38. It was further part of the scheme to defraud that, on or about April 5, 2016, Victim Company B entered into an agreement (the "Term Sheet") with GMB whereby GMB promised to provide \$100,000,000 of financing over a three-year period in exchange for equity ownership as a limited partner in Victim Company B. Before Victim Company B would have access to the promised financing, however, the Term Sheet required Individual Victim 4 to transmit a \$1,000,000 fee associated with the financing and transactions costs to GMB.

39. It was further part of the scheme to defraud that, shortly after Individual Victim 4 signed the Term Sheet on behalf of Victim Company B, defendant DOUGLAS began to pressure Individual Victim 4 to transfer the \$1,000,000 to the escrow agent and threatened to sue Individual Victim 4 if he did not. On or about April 20, 2016, Individual Victim 4 transferred, via interstate wire, \$250,000 from Individual Victim 4's Wells Fargo bank account in California to an escrow account in New York. Approximately four days later, under additional pressure from defendants DOUGLAS and ADKINS, Individual Victim 4 authorized the escrow agent to release the \$250,000 to GMB.

40. It was further part of the scheme to defraud that, on or about May 19, 2016, defendant ADKINS sent Individual Victim 4 a letter demanding that he transfer an additional \$750,000 to the escrow agent to complete payment for the upfront fee and threatening Individual Victim 4 with legal action if he did not comply with defendant ADKINS's demand.

41. It was further part of the scheme to defraud that, the defendants never provided Victim Company B or Individual Victim 4 with an SBLC or anything of value, nor have defendants refunded Individual Victim 4's money to date.

42. On or about the dates set forth below, in the District of New Jersey, and elsewhere, for the purpose of executing or attempting to execute the scheme and artifice to defraud, defendants ADKINS and DOUGLAS did knowingly and intentionally transmit or cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings,

signs, signals, pictures, and sounds described below, each transmission constituting a separate count of this Superseding Indictment:

<b>Count</b>	<b>Approximate Date</b>	<b>Description of Wire Transmission</b>
Seven	April 20, 2016	Causing Individual Victim 4 to transfer, via an interstate wire that traveled through New Jersey, \$250,000 from Individual Victim 4's Wells Fargo bank account in California to the escrow agent's bank account in New York
Eight	April 22, 2016	Text message from defendant DOUGLAS in New Jersey to Individual Victim 4 in California stating, "Jim will sue if you don't move the money...for sure"

In violation of Title 18, United States Code, Sections 1343 and 2.

**COUNT NINE**  
**(Transacting in Criminal Proceeds)**

43. The allegations contained in paragraphs 1, 2, and 4 through 18 of this Superseding Indictment are hereby repeated, realleged, and incorporated as if fully set forth herein.

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44. On or about May 5, 2016, in the District of New Jersey, and elsewhere, defendant

**ROY JOHANNES GILLAR**

knowingly engaged and attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, that is, a wire transfer of approximately \$69,000 from a bank account ending in 9517 to a bank account in the name of defendant MIGNOTT ending in 5899, such property having been derived from specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957 and Section 2.

**COUNT TEN**  
**(Transacting in Criminal Proceeds)**

44. The allegations contained in paragraphs 1, 2, and 4 through 18 of this Superseding Indictment are hereby repeated, realleged, and incorporated as if fully set forth herein.

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45. On or about May 9, 2016, in the District of New Jersey, and elsewhere, defendant

**JERRID DOUGLAS**

knowingly engaged and attempted to engage in a monetary transaction in criminally derived property of a value greater than \$10,000, that is, issuing a cashier's check of approximately \$17,335 from a bank account ending in 6058 paid to the order of defendant ADKINS, such property having been derived from specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957 and Section 2.

## **FORFEITURE ALLEGATION**

### **FORFEITURE ALLEGATION AS TO COUNTS ONE THROUGH EIGHT**

1. As a result of committing the wire fraud offenses charged in Counts One through Eight of this Superseding Indictment, the defendants charged in those counts shall forfeit to the United States, pursuant to Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, constituting or derived from proceeds traceable to the violations of Title 18, United States Code, Sections 1343 and 1349 alleged in Counts One through Eight of this Superseding Indictment, including but not limited to:

- a. A sum of money equal to at least \$1,140,000 in United States currency representing the proceeds of the offenses charged in Counts One through Eight of this Superseding Indictment.
- b. The contents of account # [REDACTED] 8213 in the name of A.B.T.D LLC at Bank of America NA, seized on or about April 18, 2017;
- c. The contents of account # [REDACTED] 0067 held in the name of ABTD, LLC at TD Bank seized on or about April 18, 2017;
- d. The contents of account # [REDACTED] 0075 held in the name of Roy Johannes Gillar at TD Bank, seized on or about April 18, 2017;
- e. The contents of account # [REDACTED] 1561 held in the name of Roy J. Gillar at Wells Fargo Bank NA, seized on or about April 18, 2017;
- f. The contents of account # [REDACTED] 7872 held in the name of Gillar Worldwide Group, LLC at Wells Fargo Bank NA, seized on or about April 18, 2017;
- g. The contents of account # [REDACTED] 5899 held in the name of Harold Mignott at Wells Fargo Bank NA, seized on or about April 19, 2017;
- h. One Rolex Daytona 18k yellow gold watch, seized on or about April 18, 2017; and
- i. \$4,696.78 in U.S. Currency, seized on or about April 18, 2017;

and all property traceable to such property, (hereinafter referred to collectively as the "Specific Properties").

**FORFEITURE ALLEGATION AS TO COUNTS NINE AND TEN**

2. As a result of committing the money laundering offenses charged in Counts Nine and Ten of this Superseding Indictment, the defendants charged in those counts shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), all property, real or personal, involved in such money laundering offenses, and all property traceable to such property, including but not limited to all right, title, and interest of the defendants in the Specific Properties.

**Substitute Assets Provision**  
**(Applicable to All Forfeiture Allegations)**

3. If any of the property described above, as a result of any act or omission of the defendant:
- a. cannot be located upon the exercise of due diligence;
  - b. has been transferred or sold to, or deposited with, a third party;
  - c. has been placed beyond the jurisdiction of the court;
  - d. has been substantially diminished in value; or
  - e. has been commingled with other property which cannot be divided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of such defendant up to the value of the forfeitable property described in paragraphs 1 and 2.

A TRUE BILL



FOREPERSON

  
CRAIG CARPENITO  
United States Attorney



CASE NUMBER: \_\_\_\_\_

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**JAMES ADKINS,  
JERRID DOUGLAS,  
ROY JOHANNES GILLAR, and  
HAROLD MIGNOTT**

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**SUPERSEDING INDICTMENT FOR**

18 U.S.C. § 1349  
18 U.S.C. § 1343  
18 U.S.C. § 2  
18 U.S.C. § 1957

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**A True Bill.**

**Foreperson**

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**CRAIG CARPENITO**

*U.S. ATTORNEY  
NEWARK, NEW JERSEY*

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JASON S. GOULD  
*ASSISTANT U.S. ATTORNEY  
(973) 645-2776*

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