UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

DAVID WILSON MCQUEEN and
TRENT EDWARD FRANCKE,

Defendants.
_____/

No. **1:11-cr-335**
Gordon J Quist
U.S. District Judge

INDICTMENT

The Grand Jury charges:

INTRODUCTION

At all times pertinent hereto, the following relevant facts were true:

The Defendants

1. DAVID WILSON MCQUEEN is a resident of Byron Center, Michigan, and was a licenced insurance agent from 1998 to 2008. Starting in 2005, MCQUEEN founded several investment funds, including Accelerated Income Growth, International Opportunity Consultants, Diversified Global Finance, and Diversified Liquid Asset Holdings. MCQUEEN has no significant training or experience in finance or investment fund management and holds no securities licenses.

2. TRENT EDWARD FRANCKE is a resident of Byron Center, Michigan, and worked as real estate agent and broker from 2000 to 2007. FRANCKE was employed by MCQUEEN and aided MCQUEEN in operating MCQUEEN's investment funds. FRANCKE also started his own companies, including Genesis Equity Partners, Armex Management Group, Suwanee Management and Capital Credit Corporation. FRANCKE has no significant training or experience in finance or

investment fund management and holds no securities licenses.

The Investment Funds and Scheme to Defraud

3. Starting in 2005, MCQUEEN and FRANCKE executed a scheme to defraud investors out of at least $46,500,000. MCQUEEN, FRANCKE, and others known and unknown to the Grand Jury, induced individuals to invest in Accelerated Income Group, International Opportunity Consultants, Diversified Global Finance and/or Diversified Liquid Asset Holdings by representing to investors that those investment funds were so successful that they could deliver guaranteed returns to investors of 1-5% per month. In truth and fact, MCQUEEN and FRANCKE used most of the investor funds to pay themselves exorbitant salaries, pay personal or unrelated business expenses, pay commissions to those that referred investors to the funds, and make bogus "interest" payments back to investors. The remaining funds were squandered on poor investments or get-rich-quick schemes, contrary to the representations made by MCQUEEN and FRANCKE.

Accelerated Income Group

4. At the end of 2005, MCQUEEN formed a "private investment group" called Accelerated Income Group ("AIG"). MCQUEEN represented to potential investors that AIG, through MCQUEEN, had established contacts with stock and currency traders who could deliver exceptional returns on AIG's investments, as high as 100% per year or more. During face-to-face meetings and in documentation supplied to investors, MCQUEEN and FRANCKE represented that they would share AIG's investment success with investors. MCQUEEN and FRANCKE promised that, in return for placing funds with AIG, investors would receive returns of 3-5% per month. MCQUEEN and FRANCKE told investors that their investments were guaranteed and they were backed by the assets of AIG, which included significant real estate holdings.

5. MCQUEEN and FRANCKE represented to investors that they would not pay any fees or commissions as part of their investment. Instead, MCQUEEN and FRANCKE represented that AIG would only keep the return on AIG's investments in excess of that amount they promised to return to the investor. MCQUEEN and FRANCKE promised returns of a minimum of 3% per month because they represented that AIG made profits in excess of that amount.

6. From 2005 through 2008, AIG took in more than $9,000,000 from investors. Instead of investing those funds as promised, MCQUEEN and FRANCKE began living off investor funds, and making payments on their personal and business debts. In total, approximately $1,500,000 of AIG investor funds was diverted to MCQUEEN and approximately $750,000 was diverted to FRANCKE.

7. MCQUEEN used AIG investor funds to pay commissions to friends and colleagues in the insurance business who became the de facto sales team for AIG and MCQUEEN and FRANCKE's other investment funds, directing millions of investor dollars to MCQUEEN and FRANCKE for investment. Unknown to those who invested with AIG, MCQUEEN paid commissions to members of his de facto sales team of up to 2% per month for as long as their investor remained in the fund. In total, MCQUEEN, using AIG investor funds, paid more than $700,000 in commissions to those that referred investors to AIG and other funds.

8. MCQUEEN and FRANCKE made "interest" payments back to AIG investors to make it appear that their investment was generating a legitimate return, when it was not. Money used to make those interest payments came not from investment profits but from AIG investors, as well as investors in other funds controlled by MCQUEEN and FRANCKE. Those interest payments were accompanied by monthly statements that falsely represented that the investors' principal had

been invested, and was safe and growing.

9. To the extent MCQUEEN actually made the promised investments with investor funds, those investments never generated any significant gains and resulted in substantial losses. Even after suffering those losses, however, MCQUEEN and FRANCKE continued to tout the purported successes of AIG to investors and make bogus interest payments.

International Opportunity Consultants

10. In 2007, MCQUEEN created another investment fund, International Opportunity Consultants ("IOC"). MCQUEEN and FRANCKE told investors that IOC was an international fund that would act as a holding tank to take their investment opportunities "worldwide." IOC purportedly invested in currency trading, real estate, ethanol and other undefined opportunities. MCQUEEN, FRANCKE and others known and unknown to the Grand Jury promised returns to investors of 3% or more per month. MCQUEEN and FRANCKE told investors that they could not lose their principal because their investment was backed by the assets of IOC.

11. As with AIG, MCQUEEN and FRANCKE represented to investors that they would not pay any fees or commissions as part of their investment. MCQUEEN and FRANCKE represented that their companies earned money by generating returns in excess of that promised to the investor. They represented that they were able to promise returns of a minimum of 3% per month because they were purportedly making returns in excess of that amount.

12. During 2007 and 2008, IOC took in nearly $14,000,000 from investors. Instead of investing those funds as promised, MCQUEEN and FRANCKE used a large portion of those funds to pay personal and unrelated business expenses. In total, approximately $1,500,000 of IOC investor funds was diverted directly to MCQUEEN and approximately $450,000 was diverted to FRANCKE.

MCQUEEN also gave his wife $135,000 directly from IOC investor funds.

13. MCQUEEN used approximately $1,900,000 of IOC investor funds to meet commission obligations for referrals to IOC, AIG and other funds. Neither MCQUEEN nor FRANCKE disclosed to investors that a substantial portion of their investment would be used to pay commissions.

14. MCQUEEN and FRANCKE made "interest" payments back to the investors to make it appear that their investment was generating interest, when it was not. The money used to make those interest payments came from IOC investors, as well as investors in other funds controlled by MCQUEEN and FRANCKE. Those interest payments were accompanied by monthly statements that falsely represented that the investors' principal was safe and growing.

15. To the extent MCQUEEN actually made the promised investments with investor funds, those investments never generated any significant gains and resulted in the loss of nearly all of the investors' principal. Despite those losses, MCQUEEN and FRANCKE continued to tout the purported successes of IOC to investors make bogus interest payments.

Diversified Global Financing

16. In the fall of 2008, MCQUEEN and FRANCKE contacted AIG and IOC investors and notified them of a new offshore fund called Diversified Global Finance ("DGF"). As part of the roll out of DGF, the AIG and IOC funds would be discontinued. AIG and IOC investors were given the choice of either cashing out their investment or rolling some or all of their investment into DGF. Unknown to investors, AIG and IOC were rapidly running out of money, and MCQUEEN and FRANCKE needed to reduce the rate of monthly interest paid to investors to keep the scheme to defraud afloat.

17. MCQUEEN and FRANCKE, and others known and unknown to the Grand Jury, conducted meetings in Grand Rapids, Michigan, Fort Wayne, Indiana and Indianapolis, Indiana to pitch the new DGF fund. At those meetings, MCQUEEN and FRANCKE represented to investors that AIG and IOC were still very successful, but that market conditions necessitated that they consolidate those funds into DGF and offer a different rate of return. MCQUEEN and FRANCKE guaranteed DGF investors returns of 1% per month on their accounts plus "50% of the net profit" made on DGF's investments. Those returns supposedly would be backed by the assets of the company and/or "backed by Gold."

18. At the DGF roll-over meetings, AIG and IOC investors were presented with checks in the amount of the balances that MCQUEEN and FRANCKE claimed was in their accounts. If an investor did not wish to participate in DGF, the investor could take their check and leave. If an investor wished to roll over their investment into DGF, the investor simply endorsed the back of their check and returned it to MCQUEEN and FRANCKE, who promised to deposit the investors' checks into an individual DGF account. MCQUEEN and FRANCKE represented that once investors placed their funds with DGF, MCQUEEN and FRANCKE would transfer those funds into separate accounts located in New Zealand. From there, MCQUEEN would invest the money in currency trading, green energy investments or other opportunities.

19. Unknown to the investors, MCQUEEN and FRANCKE did not have sufficient funds or assets to cover all the checks written to investors. During the roll-over process, MCQUEEN drafted checks to AIG and IOC investors in excess of $27,000,000 drawn on AIG and IOC accounts, but those accounts contained only a small fraction of that amount. Moreover, neither AIG nor IOC held significant other assets or investments that could be liquidated to cover the checks.

20. To ensure that AIG and IOC could cover at least a portion of the checks written at the DGF meetings, MCQUEEN and FRANCKE staggered the pitch meetings in order to limit the number of checks written at one time. MCQUEEN could then move the funds among his investment funds to avoid bouncing any checks if an investor chose to cash his/her check, using the remaining funds AIG and IOC had available.

21. Because AIG and IOC did not have sufficient funds to cover the checks written during the roll-over into DGF, most checks would have bounced if all investors had chosen to walk away and decline MCQUEEN and FRANCKE's pitch to invest into DGF. MCQUEEN and FRANCKE's promises of guaranteed returns, however, enticed most investors to roll over their AIG and IOC investments into DGF.

22. Those investors who did invest with DGF were required to endorse their checks for deposit into a "Capital Credit" account, a company created by FRANCKE purportedly to facilitate the transfer of funds overseas to DGF. MCQUEEN and FRANCKE told investors that MCQUEEN and FRANCKE would deposit the investors' endorsed checks into a Capital Credit account, and then they would transfer their investment to their new DGF account.

23. Because AIG and IOC did not have sufficient funds to cover all of the AIG and IOC checks, MCQUEEN and FRANCKE could not deposit them into the Capital Credit account as promised. To complete the roll-over into DGF, MCQUEEN periodically deposited some of the AIG and IOC investor checks by moving existing funds or newly-obtained investor funds into the AIG and IOC accounts. After those checks had cleared and funds had been moved from AIG and/or IOC accounts to Capital Credit, MCQUEEN would move the money back to AIG or IOC accounts. MCQUEEN repeated that process until all the checks had been "deposited" into the Capital Credit

account. Because MCQUEEN was simply using the same funds again and again to cover the AIG and IOC roll-over checks, only a portion of those investor funds were actually deposited into Capital Credit accounts.

24. DGF investors believed that upon deposit in the Capital Credit accounts, MCQUEEN and FRANCKE would transfer those funds to their individual DGF accounts in New Zealand. DGF investors were directed to a DGF website which provided current balances in each of the investors' accounts. Those balances did not actually exist. Of those investor funds that MCQUEEN and FRANCKE deposited into the Capital Credit account, MCQUEEN and FRANCKE used a large portion for personal use and for the payment of unrelated business expenses. Of the approximately $33,600,000 that investors believed had been deposited into DGF accounts overseas, MCQUEEN and FRANCKE transferred approximately $4,500,000.

25. MCQUEEN transferred the approximately $4,500,000 of DGF investor funds into a general account called "Diversified Global Finance Trust," and the funds were later disbursed. None of the investors' funds remains.

Diversified Liquid Assets Holdings

26. In late 2007, MCQUEEN started another new investment fund called Diversified Liquid Assets Holdings ("DLAH"), which purportedly invested in green energy products such as ethanol. MCQUEEN and FRANCKE represented to investors that DLAH had significant assets, including fully-operational ethanol plants. MCQUEEN and FRANCKE and others told DLAH investors that DLAH had already garnered impressive returns from DLAH's ethanol plants and that they expected similar returns in the future.

27. MCQUEEN and FRANCKE guaranteed returns of 1% per month based on ongoing

production of ethanol and other green energy investments. MCQUEEN and FRANCKE represented that investors would not pay fees or commissions on their investment into DLAH. Instead, MCQUEEN and FRANCKE represented that DLAH would only keep the return on AIG's investments in excess of that promised to the investor. MCQUEEN and FRANCKE led investors to believe that they were able to return 1% per month to investors because DLAH ethanol production was producing returns of at least 2% per month.

28. During the life of the DLAH fund, DLAH took in approximately $13,000,000 from investors. Instead of investing the investors' funds in green energy ventures as promised, MCQUEEN and FRANCKE used DLAH investor funds to satisfy obligations of AIG, IOC, DGF and other ventures unrelated to DLAH. Of the $13,000,000 invested with DLAH, MCQUEEN and FRANCKE invested approximately $900,000 in purported ethanol ventures, which investments resulted in a total loss. The remaining DLAH investor funds were transferred to other accounts and/or used to pay salary and personal expenses, make interest payments and satisfy redemption requests by investors from AIG, IOC and DLAH. In addition, DLAH investor funds were used to pay more than $1,000,000 in commissions.

AIG, IOC, DGF and DLAH Investments

29. MCQUEEN, FRANCKE and others known and unknown to the Grand Jury convinced investors to invest in AIG, IOC, DGF and DLAH by promising them inordinately high rates of return. MCQUEEN and FRANCKE told investors that AIG, IOC, DLAH and DGF had taken advantage of various "opportunities" that consistently yielded returns of in excess of 5% per month. In reality, to the extent they actually made investments, those investments yielded catastrophic losses, including the following:

A. Currency and Stock Trading - MCQUEEN and FRANCKE represented to investors that they had a stable of currency and stock traders that consistently yielded returns as high as "over 100 percent" per year. In fact, MCQUEEN and FRANCKE's companies lost most of the money invested with those traders. For example, AIG and IOC invested approximately $3,200,000 of AIG investor money with a Florida company called Multiple Return Transactions ("MRT"). Although it initially appeared on paper that AIG was reaping significant returns from its investment, during the early fall of 2007, MRT stopped answering investors' telephone calls, fulfilling redemption requests or responding to investors' emails. Shortly thereafter, the United States Securities and Exchange Commission filed a complaint against MRT. Despite knowing that MRT was no longer operating and that AIG investor funds were likely lost, MCQUEEN and FRANCKE continued to tout AIG's investment success and make "interest" payments back to investors knowing that those payments came from investor funds. In October 2008, at the same time MCQUEEN and FRANCKE began requesting that investors "roll over" their AIG and IOC investments to DGF, MCQUEEN and AIG filed a lawsuit against MRT. Neither MCQUEEN nor FRANCKE nor anyone else associated with AIG ever told investors that a lawsuit had been filed by AIG and MCQUEEN against MRT, or that AIG had lost millions of investor dollars in MRT.

B. Real Estate - MCQUEEN and FRANCKE told investors that their companies held title to many valuable properties that provided consistent returns from rents and resale, and that could be sold to meet redemption requests if necessary. In fact, to the extent any real estate holdings existed, those properties were titled in MCQUEEN's name. MCQUEEN and FRANCKE used investor funds to maintain and pay mortgages on MCQUEEN's properties despite knowing that those properties were not owned by AIG, IOC, DGF or DLAH. Further, those properties generated

no revenue and had little equity.

C. Green Energy - MCQUEEN and FRANCKE told IOC and DLAH investors that they had invested heavily in ethanol and other green energy projects and that those investments were returning handsome profits. For example, MCQUEEN and FRANCKE told investors that they had a fully operational ethanol refinery in Antlers, Oklahoma. Defendants also claimed to hold exclusive rights to build another such refinery in Hawaii. Defendants also claimed that they had guaranteed contracts with the Department of Defense for one million gallons of ethanol production per year, which created a steady source of revenue for their ethanol-related projects. Defendants also claimed that they held exclusive rights to sell very profitable "mobile" ethanol labs in Vietnam, a portion of those profits going to assist victims of Agent Orange poisoning. Not one of those representations was true and none of those projects produced any revenue, or even any ethanol.

D. Other "Opportunities" - MCQUEEN and FRANCKE represented to investors that they generated huge returns on investment by investing in various vague and undefined "opportunities." In truth and fact, those opportunities were incredibly speculative get-rich-quick schemes or outright frauds. Neither MCQUEEN nor FRANCKE ever disclosed to investors the true nature of these investments or that they had lost the entirety of the investment. For example, MCQUEEN and FRANCKE placed investor funds with following "opportunities":

1. JC Funding: MCQUEEN transferred $1.2 million of IOC and DGF investor money to JC Funding, which promised a return of $400 million within 40 weeks on IOC's $1.2 million investment. JC Funding purportedly had "professional relationships in the financial industry" that "could achieve significant yields through the purchase and resale of financial instruments issued by recognized financial institutions." IOC and DGF lost the entire $1.2 million

transferred to JC Funding.

2. Alliance Asset Management: MCQUEEN transferred $500,000 of IOC investor funds to Alliance Asset Management, which, in return, promised a "capital infusion" of $100,000,000 to IOC, so that IOC could develop certain real estate projects. IOC was required to provide payments of $20,000,000 per year plus 50% of its profits to Alliance Asset Management. When Alliance Asset Management failed to provide the $100,000,000 capital infusion as promised, IOC received its initial $500,000 back, but continued to make monthly payments of $15,000 to Alliance Asset Management, resulting in a loss of over $150,000.

3. HMI Management: MCQUEEN transferred $500,000 of IOC investor funds to a company called HMI Management, which purportedly intended to use those funds "for the inducement of a financial transaction" with Morgan Stanley. HMI promised a return of $2,000,000 within 60 days. IOC never received any money back from HMI.

4. BRS Labs: MCQUEEN invested over $1,500,000 of AIG investor funds into BRS Labs, a technology company that purportedly had advanced security technology that was sought after by government agencies. BRS Labs never returned any profit on the investment or returned the principal.

Efforts to Lull Investors

30. Despite knowing that they had spent or lost nearly all of the money invested with AIG, IOC, DGF and DLAH, MCQUEEN and FRANCKE sent out monthly interest payments to investors. Those interest payments came from the investors' principal or from new investor money. Along with those monthly payments, MCQUEEN and FRANCKE mailed account statements reflecting substantial profits made by investors on their investments. Those statements included the

following material misrepresentations designed to lull investors:

A. The account statements contained fabricated account balances, interest earned amounts and interest rate figures.

B. The account statements referenced account activity that did not actually occur and gave the impression that the investor had a separate account where their assets were kept and that their money was actually invested as promised.

C. The account statements represented that interest earned on investment was added to existing balances increasing the amount of their investment, when actually the investors' balances were being siphoned away by MCQUEEN and FRANCKE.

31. MCQUEEN and FRANCKE made direct solicitations to investors, but also recruited others to refer prospective investors, usually insurance agents who had established client relationships. Investors, many of them retired and/or elderly, trusted their insurance agents, who vouched for MCQUEEN and FRANCKE as legitimate and successful businessmen. Those agents encouraged their clients to invest their life savings, cash out their IRA's and/or mortgage their home to increase their investment with one of MCQUEEN and FRANCKE's companies. Those agents fed tens of millions of dollars into the scheme orchestrated by MCQUEEN and FRANCKE. In return, the agents were rewarded with exorbitant commissions based on a percentage of what they had referred to MCQUEEN and FRANCKE. Unknown to investors, referring agents would receive monthly commissions of 1-2% of the amount invested with MCQUEEN and FRANCKE. To increase their commissions, agents pushed their clients to invest as much as possible knowing at a minimum that the supposed investments were highly speculative and risky, while, at the same time, reassuring their clients that the investments were "safe" and "guaranteed."

32. MCQUEEN and FRANCKE also used investor funds to retain a series of accountants and lawyers. On several occasions, MCQUEEN and FRANCKE paid attorneys to appear at pitch meetings hoping to lend credibility to their various investment companies, and convince investors that their companies had been vetted by a licensed professional. Most of those accountants and lawyers retained by MCQUEEN and FRANCKE, after reviewing the few materials that were provided to them, did not assist MCQUEEN and FRANCKE further. Neither MCQUEEN nor FRANCKE disclosed to investors that they were using investor money to pay lawyers and accountants, nor did they disclose any adverse opinions or advice provided to them by those lawyers and accountants.

33. MCQUEEN and FRANCKE also attempted to bolster their credibility by telling investors that they were "Christians" who preferred to deal with God-fearing, churchgoing people. MCQUEEN's catch phrase was that he was "blessed to be blessing," and told investors that he wished to share his ability to make money with others. MCQUEEN contributed thousands of investor dollars per month to his church claiming that he made those contributions with his own money. MCQUEEN and FRANCKE also represented to investors that a portion of company profits was given to charity. In truth, MCQUEEN and FRANCKE were simply living off the investors' money, and to the extent they gave money to any charitable or church organization it was investor money – not their profits – and was designed to convince investors that they were devout Christians, whose religious beliefs made them trustworthy.

COUNTS 1-8
(Mail Fraud)

34. The Grand Jury incorporates into Counts 1-8, specifically and by reference and as if stated therein, the allegations and assertions stated in paragraphs 1-33.

From the fall of 2005 through on or about January 15, 2010, in the Western District of Michigan, Southern Division, and elsewhere,

DAVID WILSON MCQUEEN and
TRENT EDWARD FRANCKE

did knowingly, and with the intent to defraud, devise a scheme and artifice to defraud and to obtain money and property by means of material false and fraudulent pretenses, representations and promises.

MEANS AND METHODS

35. It was part of the scheme to defraud that Defendants falsely and fraudulently represented to investors that Defendants' investment funds made millions of dollars investing in currency and stock trading, ethanol, real estate and other investments, and had a sufficient revenue to satisfy returns of 1-5% per month to investors.

36. It was further part of the scheme to defraud that Defendants falsely and fraudulently led investors to believe that their investments were safe and guaranteed and backed by the supposedly significant assets of the companies.

37. It was further part of the scheme to defraud that Defendants falsely and fraudulently represented to investors that they would take no fees or commissions out of their investments and only make money by generating profits above and beyond what they paid back to investors, when, in fact, Defendants diverted millions of investor dollars to themselves and to pay commissions to

those that referred them new investors.

38. It was further part of the scheme to defraud that to convince investors that their money was generating profits from their investments, Defendants made monthly payments to investors using the investors' principal investment or new investor funds, and disguising those payments as "interest."

39. It was further part of the scheme to defraud that Defendants satisfied redemption requests by cashing out investors with other investors' funds.

40. It was further part of the scheme to defraud that Defendants improperly commingled funds between AIG, IOC, DGF and DLAH to meet the debts and obligations of those funds, including salaries, commissions, redemption requests and interest payments.

41. It was further part of the scheme to defraud that Defendants mailed false and misleading monthly account statements that contained material misrepresentations, fabricated account balances, interest earned amounts and interest rate figures.

42. It was further part of the scheme to defraud that Defendants used investor funds to retain accountants and attorneys to give their investment funds the appearance of legitimacy by falsely claiming that those licensed professionals had vetted their investments.

43. It was further part of the scheme to defraud that Defendants would prey upon vulnerable individuals, including the elderly, who often mortgaged their homes or cashed in their retirement accounts to invest with Defendants.

44. It was further part of the scheme to defraud that Defendants used their affiliation with certain churches to lure investors. Defendants attempted to bolster their credibility by explaining to investors that they were "blessed to be blessing" and gave a portion of their profits to charity.

45. It was further part of the scheme to defraud that Defendants failed to return money to investors, including in most cases all or substantially all of the money the investors had placed with Defendants.

THE MAILINGS

46. In order to execute the scheme, Defendants did send through the Postal Service and knowingly cause to be sent, delivered and received from the Postal Service, according to the directions thereon, the items and things described below:

Count	Date	Mailing
1	9/1/07	AIG Statement mailed to Kirk Wakefield indicating that AIG had received his "Initial Deposit" and that AIG had started "[t]rading" his money.
2	6/25/08	Letter mailed to William Surridge thanking him for "partnering with Diversified Liquid Asset Holdings" and indicating that DLAH had established his "separate account."
3	5/15/08	Letter mailed to Janet and Robert Nykamp acknowledging their $277,533.62 investment into DLAH and that a "separate account" had been established.
4	7/1/08	DLAH Statement mailed to Raymond and Mildred Boerema indicating that DLAH had received their $188,908 investment that DLAH had started "[t]rading" their money.
5	10/1/08	IOC Statement mailed to Joyce Neideffer stating that IOC began "trading" her $500,000 on September 22, 2008 and that she had made $4,500 in interest between September 22, 2008 and September 30, 2008.
6	09/01/07	AIG Statement mailed to Mary Ann Bobay stating that she was earning 1.95% monthly interest on her investment.

7	7/1/09	DLAH Statement mailed to John and Anna Gregurek indicating that as of July 1, 2009, they held $248,992.42 in their investment account, which earned interest at 1% per month.
8	8/1/09	DGF statement mailed to Brian Beckett indicating that as of August 1, 2009, he had $106,204.09 in his DGF account and that he earned $1,061.43 in interest during July 2009.

18 U.S.C. § 1341
18 U.S.C. § 2

COUNTS 9-13
(Money Laundering - David McQueen)

47. The Grand Jury incorporates into Counts 9-13, specifically and by reference and as if stated therein, the allegations and assertions stated in paragraphs 1-46.

On or about the dates listed below, in the Western District of Michigan, Southern Division, and elsewhere,

DAVID WILSON MCQUEEN

did knowingly engage in monetary transactions by, through, and to financial institutions, affecting interstate commerce, in criminally-derived property of a value greater than $10,000, said property having been derived from specified unlawful activity, namely, mail fraud:

Count	Date	Transaction
9	December 22, 2008	MCQUEEN transferred $274,874.96 of AIG and IOC investor funds to New House Title for the purchase of a condominium for him and his wife in Fort Lauderdale, Florida.
10	September 15, 2008	MCQUEEN purchased cashier's check for $14,083 using IOC investor funds payable to Sako Diamond Corp. for final payment on $24,083 diamond engagement ring.
11	July 3, 2008	MCQUEEN wired $25,973.88 of IOC investor funds to Hudsonville Harley Davidson for the purchase of his and hers Harley Davidson motorcycles.
12	August 5, 2008	MCQUEEN purchased $29,850.10 cashier's check using IOC investor funds payable to Riverside Military Academy for son's private boarding school.
13	June 28, 2007	MCQUEEN wrote check to Haisma Design Corp. for $13,260 using AIG investor funds for architectural drawings of a house.

18 U.S.C. § 1957

COUNTS 14-15
(Money Laundering - Trent Francke)

48. The Grand Jury incorporates into Counts 14-15, specifically and by reference and as if stated therein, the allegations and assertions stated in paragraphs 1-47.

On or about the dates listed below, in the Western District of Michigan, Southern Division, and elsewhere,

TRENT EDWARD FRANCKE

did knowingly engage in monetary transactions by, through, and to financial institutions, affecting interstate commerce, in criminally-derived property of a value greater than $10,000, said property having been derived from specified unlawful activity, namely, mail fraud:

Count	Date	Transaction
14	August 8, 2008	FRANCKE wired $248,616.69 of DLAH investor proceeds from the DLAH account #7350 at 5/3rd Bank to his personal account #8538 at 5/3rd Bank. FRANCKE later wired those proceeds to Monex Deposit Company at Farmers and Merchants Bank to purchase 27 gold American Eagle coins.
15	June 25, 2009	FRANCKE wrote a check on the Capital Credit account to purchase two jet skis and trailer for $11,000 using investor funds.

18 U.S.C. § 1957

COUNT 16
(Structuring)

49. From January 11, 2010, through January 15, 2010, in Kent County, in the Western District of Michigan, Southern Division,

DAVID WILSON MCQUEEN

did knowingly and for the purpose of evading the reporting requirements of section 5313(a) of Title 31, United States Code, and the regulations promulgated thereunder, did cause and attempt to cause a domestic financial institution to fail to file a report required under section 5313(a) of Title 31, and any regulation prescribed under such section, to wit: Defendant withdrew $9,000, $9,000 and $3,000 in U.S. currency from Huntington National Bank on consecutive business days for the purpose of avoiding the filing of a currency transaction report by Huntington National Bank.

31 U.S.C. § 5324(a)(1)
31 U.S.C. § 5324(d)(1)
31 C.F.R. § 103

(Forfeiture Allegation)

The allegations contained in Counts 1-8 of this Indictment are hereby re-alleged and incorporated by reference. Upon conviction of one or more of the offenses in violation of Title 18, United States Code, Section 1341 set forth in this Indictment,

DAVID WILSON MCQUEEN, and
TRENT EDWARD FRANCKE

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s). The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT: By virtue of the commission of the felony violations alleged in Counts 1-8 of this Indictment, Defendants shall forfeit to the United States the sum of at least $46,500,000, which represents the proceeds from the fraud alleged in Counts 1-8 of the Indictment.

2. UNITED STATES CURRENCY:

   A. $126,008.44 in funds seized from JP Morgan Account #718562481, in the name of Capital Credit Inc. Trust Account FBO Diversified Global finance LTD;

   B. $99,385.34 in funds seized from JP Morgan Account #718563141, in the name of Capital Credit Inc. Trust Account FBO Diversified Global finance LTD;

   C. $64,109.22 in funds seized from JP Morgan Account #718563182, in the name of International Opportunity Consultants;

   D. $18,342.30 in funds seized from JP Morgan Account #786903898, in the name of DAVID WILSON MCQUEEN;

   E. $14,850.36 in funds seized from JP Morgan Account #718563158, in the name of Diversified Liquid Asset Holdings LLC;

F. $31,325.20 in funds seized from JP Morgan Account #786903906, in the name of DAVID WILSON MCQUEEN; and

G. $79,448.33 in funds seized from JP Morgan Account #718563257, in the name of Capital Credit Inc. Trust Account FBO Diversified Global finance LTD.

3. REAL PROPERTY:

All that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements located at 511 SE 5th Avenue, Unit 1219, Fort Lauderdale, Florida, Broward County, together with all improvements, fixtures and appurtenances thereto, further described as follows:

> Condominium Parcel No. 1219 (the "Unit") of Nuriver Landing, a Condominium, according to the Declaration of Condominium Thereof, as recorded in Official Records Book 41470, at Page 1990, of the Public Records of Broward County, Florida, as amended, together with an undivided interest or share in the common elements appurtenant thereto.
>
> Parcel ID #: 10210-BE-15400.

Titled in the names of: David W. McQueen and Andrea J. Sullivan.

4. PERSONAL PROPERTY:

A. Collectible Coins valued at $126,167.00 seized from the residence of TRENT EDWARD FRANCKE;

B. One 1999 38 Ft. Powerquest Avenger Boat, Serial No. PPN 38063H899, with Integrity Trailer, VIN 4VUBB383XXNOO2562, seized from DAVID WILSON MCQUEEN; and

C. One 1990, 37 Ft. 5 In., ChrisCraft Boat, Serial No. 299X1950238, Hull No. CCNYM192J990, in the name of Guardian International LLC.

5. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of Defendants:

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

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

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

d. has been substantially diminished in value; or

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

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

18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)
21 U.S.C. § 853(p)

A TRUE BILL

GRAND JURY FOREPERSON

DONALD A. DAVIS
United States Attorney

MATTHEW G. BORGULA
Assistant United States Attorney
TIMOTHY S. LEIMAN
Special Assistant United States Attorney