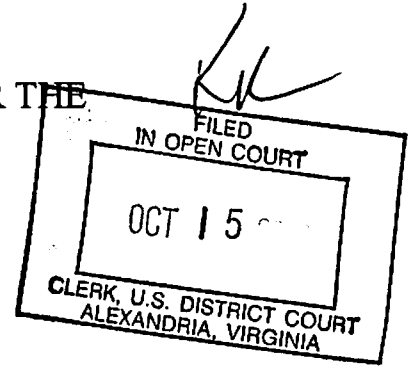


IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division



UNITED STATES OF AMERICA ) NO. 1: 08 CR 401  
 ) (LMB)  
 )  
 vs. ) Count 1: Conspiracy  
 ) (18 U.S.C. 371)  
 )  
 RICHARD ADOLPHUS FORDE, ) Count 2: Bankruptcy  
 ) Fraud  
 also known as: Euburn Richard A. Forde, ) (18 U.S.C. 157)  
 )  
 )  
 ) *Defendant.* ) Count 3: Bank Fraud  
 ) (18 U.S.C. 1344)

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**INDICTMENT**

October 2008 Term - At Alexandria

THE GRAND JURY CHARGES:

At times material to this Indictment:

**GENERAL ALLEGATIONS**

1. The defendant, RICHARD ADOLPHUS FORDE, also known as Euburn Richard A. Forde (hereinafter, "FORDE" or "the defendant"):
  - a. resided at a single-family residential property located at 1036 Leigh Mill Road, Great Falls, Virginia (a location hereinafter described as "the Great Falls Property"), which he owned with his wife, "W.F.;"

- b. was the president of a business known as the Tutornet.com Group, Inc.;
  - c. maintained a brokerage account at Viewtrade Securities, Inc., number \*\*\*\*\*9959;
  - d. filed a bankruptcy petition under Chapter 11 of the Bankruptcy Code on or about May 25, 2001, in the United States Bankruptcy Court for the Eastern District of Virginia, which was assigned case number 01-12296-SSM, and which was converted to a Chapter 7 filing on or about November 26, 2002; and,
  - e. entered into a contract, dated March 4, 2002, to sell the Great Falls Property for approximately \$5,995,000.
2. Alladean M. Allobaidy (hereinafter, "Allobaidy") was in the business of buying and reselling real property. In June 2002, Allobaidy bought the Great Falls Property from FORDE, pursuant to the contract referred to above.
3. Lehman Brothers Bank, FSB (hereinafter, "LBB") was a federally insured financial institution, with offices at, among other places, 400 Professional Drive, Suite 100, Gaithersburg, Maryland 20879. LBB financed Allobaidy's purchase of the Great Falls Property from FORDE with a first mortgage in the approximate amount of \$3,896,750.
4. Leslie W. Lickstein (hereinafter, "Lickstein") was an attorney practicing at law offices located at 4126 Leonard Drive, Fairfax, Virginia 22030, within

the Eastern District of Virginia. Lickstein was the settlement attorney in the sales transaction in which FORDE sold the Great Falls Property to Allobaidy. Lickstein also represented FORDE and "W.F." in the bankruptcy case referred to above. Lickstein maintained a bank account, number \*\*\*\*9778, at Community Bank of Northern Virginia.

5. David A. Frelander (hereinafter, "Frelander") was a mortgage broker, and assisted would-be buyers of real property in obtaining mortgage financing from lenders, including lenders which were federally-insured financial institutions. He was the president and sole shareholder of AAA Marketing and Consulting, Ltd. (hereinafter, "AAA Marketing"), a Virginia corporation, which was located at 1001 Fairlawn Avenue, Virginia Beach, Virginia 23455, within the Eastern District of Virginia. Frelander arranged for LBB to give Allobaidy the mortgage with which Allobaidy partially financed his purchase of the Great Falls Property from FORDE. Frelander maintained a bank account, number \*\*\*\*\*8485, in the name of AAA Marketing and Consulting, at BB&T Bank.
6. Form HUD-1, "Settlement Statement" (hereinafter, "HUD-1"), was a form which was commonly used in real estate settlements to document the actual charges, and adjustments to be given to the parties, in connection with the sale of real property. It was to be completed by, or under the supervision of, the settlement agent in a transaction involving the sale of real property. It often was provided to lenders following the closing of a

real estate sale as the record of how loan proceeds were disbursed. When real property was sold by a seller who was in bankruptcy, the HUD-1 typically was provided to the United States Bankruptcy Court as the record of how monies involved in the sales transaction were disbursed.

**COUNT 1**

(Conspiracy to Commit Bankruptcy Fraud)

THE GRAND JURY FURTHER CHARGES:

At times material to this Indictment:

**I. INTRODUCTION**

1. Paragraphs 1, 2 and 4 through 6 of the General Allegations section of this Indictment are realleged and incorporated by reference as if set forth in full herein.
2. "B.G.," an unindicted co-conspirator, was a friend and business associate of FORDE.
3. The Bankruptcy System:
  - a. Bankruptcy cases were filed in the various United States Bankruptcy Courts, which were divisions of the various United States District Courts. One such court was the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division (hereinafter, "the Bankruptcy Court").
  - b. A "debtor" was an individual who sought the protection of the bankruptcy system. An individual could have been a debtor under Chapters 7, 11 or 13 of the Bankruptcy Code.
  - c. A "creditor" was an individual to whom a debtor owed money.
  - d. The Office of the United States Trustee (hereinafter, "the United States Trustee") was a component of the United States Department

of Justice that was responsible for supervising the administration of bankruptcy cases. The United States Trustee acted to ensure compliance with applicable law and procedure, and identified and investigated possible bankruptcy fraud and abuse.

- e. To commence a bankruptcy case, a debtor filed a document known as a “bankruptcy petition” in the appropriate United States Bankruptcy Court under one of the chapters of the Bankruptcy Code. In a bankruptcy case, it was permissible for a debtor to be represented by an attorney.
- f. In a bankruptcy case filed under Chapter 11, a debtor generally sought to reorganize his financial affairs, and could have proposed a plan, subject to approval by a United States Bankruptcy Court, whereby the debtor would repay creditors, in whole or in part, over a period of time. In a Chapter 11 case, a debtor remained in possession and control of his property, and usually was not subject to supervision by a trustee. Such a debtor was referred to as a “debtor in possession” (hereinafter, “DIP”).
- g. A DIP in a Chapter 11 case was subject to certain rules and requirements. For example, such a DIP could not have used or pledged his property outside the ordinary course of his business (e.g., could not have further encumbered such property through the filing of a lien, sometimes referred to as a “post-petition lien”),

unless he first noticed his intent to do so to the appropriate United States Bankruptcy Court and creditors, and then obtained court approval. Similarly, in order for a DIP to sell his real property outside the ordinary course of his business, he must first have noticed his intent to do so to the appropriate United States Bankruptcy Court and creditors, and obtained court approval.

h. In a bankruptcy case filed under Chapter 7, the United States Trustee appointed a private individual as a trustee (hereinafter, "Chapter 7 trustee"), to administer the case. A Chapter 7 trustee's role was to investigate the debtor's assets to determine what nonexempt assets were available that could be liquidated for the benefit of creditors. A Chapter 7 trustee also investigated to determine if any assets (*e.g.*, money or other property), which previously had been transferred by the debtor, could be recovered and liquidated for the benefit of creditors. A United States Bankruptcy Court had authority to appoint counsel to represent the Chapter 7 trustee. Such counsel was permitted to initiate adversary proceedings under the United States Bankruptcy Code, and conduct depositions pursuant thereto.

4. With respect to FORDE's May 2001 bankruptcy case, the Great Falls Property was the most significant asset. Thus, it was necessary to obtain Bankruptcy Court approval in order to either encumber or sell the Great

Falls Property. On or about March 13, 2002, the Bankruptcy Court approved a version of the sales contract between FORDE, "W.F." and Allobaidy regarding the Great Falls Property. Among other terms, the sales contract approved by the Bankruptcy Court:

- a. called for secondary financing in the form of a seller-held note ("seller-held note") between the defendant and W.F., as the sellers, and Allobaidy, as the buyer, in the original amount of \$1,099,000, which was to have been a source of monies to pay unsecured creditors in the defendant's bankruptcy case, either through periodic payments received on the note, or as a result of its pay-off or sale; and,
- b. contained an Amendment/Addendum to Purchase Agreement, signed by the defendant and Allobaidy, which provided that the sum of \$704,490.63 would be set aside from the proceeds of the sale going to FORDE, and which purportedly were to be used by Allobaidy to fund move-in and fix-up expenditures to the Great Falls Property to be accomplished by a construction company known as G&F Contractors (hereinafter, "the G&F set aside").

**II. THE CONSPIRACY AND ITS OBJECTS**

5. Beginning in or about December 2001, and continuing through in or about January 2004, the exact dates being unknown to the grand jury, in the Eastern District of Virginia and elsewhere, the defendant, FORDE did



unlawfully, willfully, and knowingly conspire, combine, confederate and agree with Freeland, Lickstein, "B.G.," and others known and unknown to the grand jury, to commit an offense against the United States, to wit, bankruptcy fraud, in violation of Title 18, United States Code, Section 157.

6. The objects of the conspiracy were to permit FORDE and others to obtain moneys deriving from the sale of the Great Falls Property to Allobaidy, which moneys otherwise would have been available through the bankruptcy system to the creditors of FORDE, to conceal the same from the Bankruptcy Court through false and fraudulent representations made in a proceeding under Title 11 of the United States Code, and to permit FORDE, having sold the Great Falls Property, to continue to live in that property rent free.

**III. MANNER AND MEANS OF THE CONSPIRACY**

7. It was a part of the conspiracy that, in or about December 2001 - January 2002, at Lickstein's law offices, FORDE knowingly provided Lickstein with a false deed of trust note, purportedly dated June 26, 2001, and purportedly documenting a loan, in the amount of \$395,000, to FORDE from an individual with the initials "I.A.," and, without having obtained the permission of the Bankruptcy Court, directed Lickstein to file that document in the land records of Fairfax County, Virginia, thus resulting in an unapproved post-petition lien on the Great Falls Property.

8. It was further a part of the conspiracy that, on or about January 22, 2002, Lickstein caused the false deed of trust note referred to in the immediately preceding paragraph to be filed in the land records of Fairfax County, Virginia.
9. It was further a part of the conspiracy that, on or about June 28, 2002, FORDE participated with Allobaidy, Lickstein and Frelander in a real estate settlement, held at Lickstein's Fairfax, Virginia, law offices, the purpose of which was to close the sale of the Great Falls Property, and during which:
  - a. FORDE signed a HUD-1, knowing it to be false, in that it misrepresented that "I.A." would be paid \$539,000 as a result of the sale (notwithstanding that the false "I.A." deed of trust note referred to above was in the amount of \$395,000), and that "G&F Construction" would be paid \$520,373.91 (rather than the \$704,490.63 recited in the G&F set aside) as a result of the sale;
  - b. FORDE, W.F., Lickstein and Allobaidy signed an Escrow Agreement superseding the G&F set aside (which had been approved by the Bankruptcy Court) which provided, among other measures, that the G&F set aside monies would be reduced to \$520,373.91, would be maintained in a trust account in the name of "the Forde Family Trust," with FORDE as the trustee, and could be used to make Allobaidy's mortgage payments to LBB; and,

- c. Allobaidy signed a Negotiable Promissory Note increasing the amount of the seller-held note to \$1,498,750, and requiring Allobaidy to make annual interest only payments of \$134,887.50.
10. It was further a part of the conspiracy that, on or about July 2, 2002, FORDE had a false Certificate of Satisfaction notarized, which stated that the deed of trust note in favor of "I.A." had been paid, and the related lien released.
11. It was further a part of the conspiracy that, subsequent to the sale of the Great Falls Property to Allobaidy, FORDE continued to live at the Great Falls Property rent free.
12. It was further a part of the conspiracy that, on or about July 9, 2002, Lickstein disbursed the sum of \$539,000 in loan proceeds, ostensibly in payment of the \$395,000 deed of trust note in favor of "I.A.," referred to above, and in a manner inconsistent with the entries on the final form HUD-1, in that, rather than being paid to "I.A.," the monies instead were wired into account number \*\*\*\*\*8485, maintained in the name of Frelander's company, AAA Marketing and Consulting, at BB&T Bank, with no money paid to "I.A.," and thereafter were used for FORDE's benefit, rather than for the benefit of FORDE's creditors.
13. It was further a part of the conspiracy that, on or about August 6, 2002, Lickstein caused a Certificate of Satisfaction to be filed in the land records of Fairfax County, Virginia, releasing the false deed of trust note in favor

of "I.A.," referred to above.

14. It was further a part of the conspiracy that, on or about August 9, 2002, following the closing of the transaction whereby FORDE sold the Great Falls Property to Allobaidy, the sum of \$477,259.62 (which sum represented the remaining monies to fund the G&F set aside, after all other closing costs were paid) was wire transferred from Lickstein's bank account, number \*\*\*\*9778, at Community Bank of Northern Virginia, to FORDE's Viewtrade Securities brokerage account, number \*\*\*\*\*9959, and thereafter used for FORDE's benefit, rather than for the benefit of FORDE's creditors, and to pay Allobaidy's mortgage with LBB.
15. It was further a part of the conspiracy that, sometime in 2003, FORDE and Allobaidy signed a document entitled "Addendum to Second Deed of Trust & Negotiable Promissory Note - \$1,498,750 - 1036 Leigh Mill Road, Great Falls, Virginia 22066," waiving the payments under the seller-held note, to the detriment of FORDE's creditors, and essentially allowing FORDE to live in the Great Falls Property rent-free.
16. It was further a part of the conspiracy that, in or about November - December 2003, FORDE met with "B.G." at a truckstop restaurant in Northern Maryland, and:
  - a. asked "B.G." to provide false testimony in a deposition conducted by counsel for the Chapter 7 trustee in FORDE's bankruptcy case, in essence testifying that "I.A.," the purported holder of the deed of

trust note referred to above, was merely FORDE's "guarantor," and that the real lender to FORDE was "B.G.," and,

- b. provided "B.G." with several false supporting documents, which "B.G." signed, and which included:
  - i. a false document, entitled "Promissory Note Loan Agreement," which purportedly was executed on February 17, 1999 (*i.e.*, before the filing of FORDE's bankruptcy case), and which appeared to evidence a loan from "B.G." to FORDE in the amount of \$539,000;
  - ii. a false memorandum from "B.G." to "I.A.," purportedly dated June 26, 2002, in which "B.G." appeared to direct "I.A." to receive repayment of the \$539,000 loan referred to above, on behalf of "B.G.," upon closing of the Great Falls Property sale;
  - iii. a false memorandum from "B.G." to FORDE, purportedly dated June 27, 2002, which appeared to memorialize the agreement of "B.G." to make a further loan to FORDE in the amount of \$294,000 following the closing of the sale of the Great Falls Property;
  - iv. a false document entitled "Loan Agreement," purportedly dated June 27, 2002, to the same effect as the false memorandum referred to in the immediately preceding

paragraph;

- v. a false letter from "B.G." to Freeland, purportedly dated July 10, 2002, in which "B.G." falsely stated that he had loaned FORDE \$539,000, that "I.A.," was a "guarantor" of that loan, and that the repayment of that loan should be made to "I.A.," with proceeds from the sale of the Great Falls Property; and,
- vi. a series of false wiring instructions purportedly from "B.G." to Freeland.

17. It was further a part of the conspiracy that, in or about November - December 2003, FORDE again met with "B.G." at a restaurant in Northern Maryland, and discussed the false testimony that "B.G." had agreed to give on behalf of FORDE.
18. It was further a part of the conspiracy that, on or about December 1, 2003, FORDE gave false testimony at a deposition conducted by counsel for the Chapter 7 trustee in FORDE's bankruptcy case, in essence testifying that "I.A.," the purported holder of the deed of trust note referred to above, was merely FORDE's "guarantor," and that the real lender to FORDE was "B.G.," and testifying to the validity of several of the false documents referred to above.
19. It was further a part of the conspiracy that, on or about January 14, 2004, "B.G." gave false testimony at a deposition conducted by counsel for the

Chapter 7 trustee in FORDE's bankruptcy case, in essence testifying that "I.A.," the purported holder of the deed of trust note referred to above, was merely FORDE's "guarantor," and that the real lender to FORDE was "B.G.," and testifying to the validity of several of the false documents referred to above.

20. It was further a part of the conspiracy that, on or about January 14, 2004, following the deposition testimony of "B.G.," FORDE contacted "B.G." and inquired of "B.G." as to the deposition.

**IV. OVERT ACTS**

21. In furtherance of the conspiracy, and to effect the objects thereof, the defendant, FORDE, and others known and unknown to the grand jury, committed and caused to be committed the following overt act, among others, in the Eastern District of Virginia and elsewhere:
  - a. On or about December 1, 2003, at the law offices of Miles and Stockbridge, P.C., 1751 Pinnacle Drive, Suite 500, McLean, Virginia, a location within the Eastern District of Virginia, FORDE made a false and fraudulent representation concerning, and in relation to, a proceeding under Title 11 of the United States Code, to wit: FORDE gave the following false testimony at a deposition conducted by counsel for the Chapter 7 trustee in the bankruptcy case styled *In Re: Richard A. Forde and [WF]*, Case Number 01-12296-SSM; *Gordon P. Peyton, Trustee, vs. Euburn Richard A.*

*Forde, et al.*, Adv. Proceeding Number 03-1255-SSM (Bankr.

EDVA):

Q. What is exhibit number 13, Mr. Forde?

A. It's a promissory loan agreement between Mr. Gold, myself, and Mr. Archibald, as the guarantor.

Q. The principle amount of it is how much?

A. It is \$539,000.

Q. When did you borrow the money from Mr. Gold?

A. In February, 1999.

(Tr. 213)

(All in violation of Title 18, United States Code, Section 371.)



**COUNT 2**

(Bankruptcy Fraud)

THE GRAND JURY FURTHER CHARGES:

**I. INTRODUCTION**

1. Paragraphs 1, 2 and 4 through 6 of the General Allegations section of this Indictment are realleged and incorporated by reference as if set forth in full herein.
2. Paragraphs 2 through 4 of Count 1 of this Indictment are realleged and incorporated by reference as if set forth in full herein.

**II. THE BANKRUPTCY FRAUD SCHEME AND ARTIFICE**

3. From approximately December 2001, and continuing through in or about January 2004, in the Eastern District of Virginia and elsewhere, the defendant, FORDE, did devise and intend to devise a scheme and artifice to defraud in connection with the bankruptcy case of FORDE and "W.F." then pending in the Bankruptcy Court.
4. Paragraphs 7 through 20 of Count 1 of this Indictment are realleged and incorporated by reference as if set forth in full herein, as, in essence, describing the defendant's scheme and artifice to defraud in connection with the bankruptcy case of FORDE and "W.F."
5. The goals of the scheme and artifice were to permit FORDE and others to obtain moneys deriving from the sale of the Great Falls Property to Allobaidy, which moneys otherwise would have been available through

the bankruptcy system to the creditors of FORDE, to conceal the same from the Bankruptcy Court through false and fraudulent representations made in a proceeding under Title 11 of the United States Code, and to permit FORDE, having sold the Great Falls Property, to continue to live in that property rent free.

**III. ACT IN EXECUTION OF BANKRUPTCY FRAUD SCHEME AND ARTIFICE**

6. On or about December 1, 2003, within the Eastern District of Virginia, for the purpose of executing and concealing the above-described scheme and artifice to defraud, and attempting to do so, FORDE made a materially false and fraudulent representation concerning, and in relation to, a proceeding under Title 11 of the United States Code, to wit: FORDE gave the following false testimony at a deposition conducted by counsel for the Chapter 7 trustee in the bankruptcy case styled *In Re: Richard A. Forde and [WF]*, Case Number 01-12296-SSM; *Gordon P. Peyton, Trustee, vs. Euburn Richard A. Forde, et al.*, Adv. Proceeding Number 03-1255-SSM (Bankr. EDVA):

Q. What is exhibit number 13, Mr. Forde?

A. It's a promissory loan agreement between Mr. Gold, myself, and Mr. Archibald, as the guarantor.

Q. The principle amount of it is how much?

A. It is \$539,000.

Q. When did you borrow the money from Mr. Gold?

A. In February, 1999.

(Tr. 213)

(In violation of Title 18, United States Code, Sections 157 and 2.)

**COUNT 3**

(Bank Fraud)

THE GRAND JURY FURTHER CHARGES:

**I. INTRODUCTION**

1. Paragraphs 1 through 6 of the General Allegations section of this Indictment are realleged and incorporated by reference as if set forth in full herein.

**II. THE BANK FRAUD SCHEME AND ARTIFICE**

2. From approximately February 2002, and continuing through in or about October 2003, in the Eastern District of Virginia and elsewhere, the defendant, FORDE, did devise and intend to devise a scheme and artifice to defraud LBB, and to obtain moneys, funds, credits, assets, securities and other property owned by, and under the control of, LBB, by means of materially false and fraudulent pretenses, representations and promises, well knowing that those pretenses, representations and promises would be and were false and fraudulent when made, as is more particularly described below.
3. The goals of the scheme and artifice were to:
  - a. induce LBB to make a mortgage loan to Allobaidy for the purpose of financing his purchase of the Great Falls Property;
  - b. deceive LBB into making a mortgage loan to Allobaidy in an amount greater than that permitted under LBB's internal

underwriting guidelines;

- c. use the resulting excess mortgage loan proceeds to establish a “slush fund” which would be used by and on behalf of FORDE, and for the purpose of making the buyer’s monthly mortgage payments; and,
- d. conceal the same from LBB through the creation and submission of false documents, including a false final HUD-1.

**III. MANNER AND MEANS OF THE BANK FRAUD SCHEME AND ARTIFICE**

4. It was a part of the scheme and artifice that, in or about February - March 2002, the exact date being unknown to the grand jury, FORDE and Allobaidy entered into a multi-page contract, entitled “Real Estate Sales Agreement,” whereby FORDE and his wife agreed to sell the Great Falls Property to Allobaidy for the sum of \$5,995,000.
5. It was further a part of the scheme and artifice that in connection with the Real Estate Sales Agreement referred to above, FORDE and Allobaidy had a side agreement, referred to in a previous iteration of the sales contract as “Amendment/Addendum to Purchase Agreement,” whereby FORDE and his wife, as sellers, agreed to “set aside” the sum of \$704,490.63 and make that sum available to Allobaidy, as buyer, for the purported purpose of paying for “move-in and fix-up” efforts in connection with Allobaidy’s purchase of the Great Falls Property. Those efforts purportedly were to have been undertaken by a construction firm known as “G&F Contractors,

Inc.” Hence, this side agreement hereinafter is referred to as “the G&F set aside.” The G&F set aside was to have been funded by FORDE from the monies he received for the sale of the Great Falls Property, which monies originated from Allobaidy’s lender, LBB. Thus, the net effect of the G&F set aside was artificially to raise the sales price of the Great Falls Property.

6. It was further a part of the scheme and artifice that Freelanders contacted LBB in an effort to secure a mortgage for Allobaidy, to be used in partial financing of Allobaidy’s purchase of the Great Falls Property.
7. It was further a part of the scheme and artifice that Freelanders caused a copy of the Real Estate Sales Agreement referred to above to be submitted to LBB, but did not inform LBB of the existence of the G&F set aside.
8. It was further a part of the scheme and artifice that, on or about June 28, 2002, FORDE and Allobaidy entered into an agreement, entitled “Escrow Agreement,” whereby, in pertinent part:
  - a. the amount of the G&F set aside was reduced to \$520,373.91; and,
  - b. the funds could be used by Allobaidy, the buyer, to make regular monthly mortgage payments.
9. It was further a part of the scheme and artifice that, on or about June 28, 2002, FORDE participated with Allobaidy, Freelanders and Lickstein in a closing transaction, whereby FORDE sold the Great Falls Property to Allobaidy, which transaction was funded in part by a first mortgage to Allobaidy from LBB in the amount of \$3,896,750.

10. It was further a part of the scheme and artifice that, at the closing referred to in the immediately preceding paragraph, FORDE signed a HUD-1 which falsely recited that the sum of \$520,373.91 would be paid to "G&F Construction."
11. It was further a part of the scheme and artifice that, on or about August 9, 2002, following the closing of the transaction whereby FORDE sold the Great Falls Property to Allobaidy, the sum of \$477,259.62 (which sum represented the remaining monies to fund the G&F set aside, after all other closing costs were paid) was wire transferred from Lickstein's bank account, number \*\*\*\*9778, at Community Bank of Northern Virginia, to FORDE's Viewtrade Securities brokerage account, number \*\*\*\*\*9959, and thereafter used primarily for FORDE's benefit, and to pay Allobaidy's mortgage with LBB.

**IV. ACT IN EXECUTION OF BANK FRAUD SCHEME AND ARTIFICE**

12. On or about June 28, 2002, within the Eastern District of Virginia, FORDE did knowingly and willfully execute and attempt to execute the above-described scheme and artifice, in that he participated in a real estate closing involving the Great Falls Property which occurred at Lickstein's Fairfax, Virginia, law offices.

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

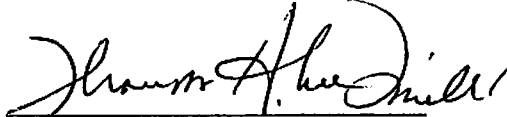
A TRUE BILL:

Pursuant to the E-Government Act,  
the original of this page has been filed  
under seal in the Clerk's Office.

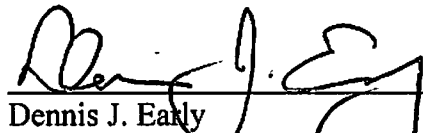
FOREPERSON OF THE GRAND JURY

CHUCK ROSENBERG  
UNITED STATES ATTORNEY

By:



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(703) 557-7274



Criminal Case Cover Sheet

U.S. District Court

Place of Offense: Under Seal: Yes X No Judge Assigned: LMB
City Superseding Indictment Criminal Number: 1:08-OR-401
County/Parish Fairfax Same Defendant New Defendant
Magistrate Judge Case Number Arraignment Date:
Search Warrant Case Number
R 20/R 40 from District of

Defendant Information:

Juvenile --Yes No x FBI #
Defendant Name: Richard Adolphus Forde Alias Name(s) Euburn Richard A. Forde
Address: Unknown
Employment: Unknown

Birth date /57 SS# Sex M Def Race B Nationality USA Place of Birth
Height Weight Hair Eyes Scars/Tattoos
Interpreter: X No Yes List language and/or dialect: Automobile Description

Location Status:

Arrest Date
Already in Federal Custody as of in
Already in State Custody On Pretrial Release x Not in Custody
x Arrest Warrant Requested Fugitive Summons Requested
Arrest Warrant Pending Detention Sought Bond

Defense Counsel Information:

Note: x Office of Federal Public Defender not to be appointed due to conflict of interest
CJA (Criminal Justice Act) attorney not to be appointed due to conflict of interest (J. Frederick Sinclair and Alfred
Note: x Robertson )
Name: Court Appointed
Address: Retained
Telephone: Public Defender

U.S. Attorney Information:

AUSA Thomas H. McQuillan Telephone No: 703-299-3814 Bar #VSB 27108

Complainant Agency, Address & Phone Number or Person & Title:

FBI SA John C. Cotter, FBI-WFO-NVRA, 9325 Discovery Blvd, Manassas, VA 20109; 703-686-6211

U.S.C. Citations:

Table with 4 columns: Code/Section, Description of Offense Charged, Count(s), Capital/Felony/Misd/Petty. Rows include 18 USC 371 (Conspiracy), 18 USC 157 (Bankruptcy Fraud), and 18 USC 1344 (Bank Fraud).

(May be continued on reverse)

Date: 10-08-04 Signature of AUSA: [Signature]