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FILED
U.S. DISTRICT COURT

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DISTRICT OF UTAH

BY DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

UNITED STATES OF AMERICA,

Case No.

Plaintiff,

v.

I N D I C T M E N T

BRADLEY GRANT KITCHEN,
DAVID R. BOLICK,
STEVE WELLS CLOWARD,
RON K. CLARKE
JEFFERY DAVID GARRETT and
REBECCA ANN HADLOCK,

Vio. 18 U.S.C. §1341 (Mail Fraud);
18 U.S.C. § 1341 (Wire Fraud); 18
U.S.C. § 1349 (Conspiracy); 18 U.S.C.
§§ 2(a) and 2(b)(Aiding and Abetting;
Willfully Causing Another to Commit a
Crime)

Defendants.

Case: 2:07-cr-00895
Assigned To : Stewart, Ted
Assign. Date : 12/5/2007
Description: USA v.

The Grand Jury Charges:

BACKGROUND

At all times relevant to this Indictment:

Scheme Participants

1. Defendant DAVID R. BOLICK was the organizer, owner, and director of two entities known as Home Owners Group (H.O.G.) and Paragon Investment Group L.L.P. (P.I.G.) that did business in real estate.

2. Defendant BRADLEY GRANT KITCHEN participated in real estate transactions with H.O.G. and P.I.G. involving properties located in Utah County, Utah. Defendant KITCHEN presented himself at times as the owner or manager of H.O.G. and P.I.G.

3. Defendant STEVE WELLS CLOWARD was a licensed Utah real estate appraiser with the firm of Express Appraisal and participated in real estate transactions with H.O.G. and P.I.G. involving properties located in Utah County, Utah.

4. Defendant RON K. CLARKE was a licensed real estate agent with extensive experience in listing and selling residential properties in Utah County, Utah, including a Provo, Utah neighborhood known as the River Bottoms. Defendant CLARKE participated in real estate transactions with H.O.G. and P.I.G. involving properties located in Utah County, Utah.

5. Defendants JEFFERY DAVID GARRETT and REBECCA ANN HADLOCK were escrow officers with the title and real estate closing company known as Precision Title Company. Defendants GARRETT and HADLOCK participated in real estate transactions with H.O.G. and P.I.G. involving properties located in Utah County, Utah.

Scheme Victims

6. America's Wholesale Lender (AWL) was the wholesale mortgage arm of Countrywide Home Mortgage, a nationwide company with underwriting offices in Midvale, Utah; Concord, California; San Diego, California; Fort Lauderdale, Florida; and elsewhere. AWL was involved in the business of funding residential mortgage loans secured by real estate. As described in detail below, such funding was dependent and conditioned upon borrowers providing true and accurate information, along with adequate documentation, which met AWL's underwriting standards.

7. American Broker's Conduit (ABC) was the wholesale mortgage arm of American

Home Mortgage company with offices in New York City, New York. ABC was involved in the business of funding residential mortgage loans secured by real estate. As described in detail below, such funding was dependent and conditioned upon borrowers providing true and accurate information, along with adequate documentation, which met ABC's underwriting standards.

The Mortgage Loan Application, Approval, and Funding Process

8. As part of the mortgage application process, AWL and ABC required a loan application which accurately reflected a borrower's financial condition, assets, income, liabilities, ability to repay and retire the mortgage, and which reflected true and accurate information concerning the condition of the property securing the loan in order for AWL and ABC to make knowledgeable lending decisions. AWL and ABC also required the loan application and related loan verification documents to be signed under oath. This phase of loan verification during which AWL and ABC assessed the risk of granting a loan against the possibility of default by a borrower is called "underwriting."

9. AWL and ABC also required submission of a title commitment from the closing agent accurately reflecting the borrower's name, the lender's name, the amount of the loan, the person in whose name title is currently vested, the legal description of the property, and the requirements to be complied with at or before the closing of the loan, and used the title commitment in their lending decisions.

10. Prior to closing the transaction, AWL and ABC also required submission of an appraisal report accurately reflecting the fair market value of the property and market conditions surrounding the property, and used the appraisal report in their lending decisions .

11. At the loan closing, the closing agent was required to prepare a Settlement Statement (Form HUD 1) which accurately reflected the receipt and disbursement of transaction

funds, and showed among other things the down payment paid by the borrower and funds due to the seller. Based on the closing instructions, the closing agent was charged with verifying the legitimate source of the down payment, collecting the indicated funds from the borrower and, following execution by the borrower and seller of appropriate legal documents, disbursing the loan proceeds for the benefit of the seller.

12. The closing instructions further charged the closing agent with issuing a final title policy to the borrower and lender reflecting the new owner, legal description, deed of trust amount and exceptions to the policy. Prior to closing and the issuance of the title policy, the closing agent was further charged with searching the public records for prior sales history of the property and liens outstanding, and verifying the accuracy of the title chain.

THE SCHEME AND ARTIFICE TO DEFRAUD

13. Beginning sometime prior to March 2005 to the date of this Indictment, in the Central Division of the District of Utah, and elsewhere,

**BRADLEY GRANT KITCHEN,
DAVID R. BOLICK,
STEVE WELLS CLOWARD,
RON K. CLARKE
JEFFERY GARRETT, and
REBECCA ANN HADLOCK,**

defendants herein, devised and executed, and attempted to devise and execute, a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises and omissions of material facts by obtaining real estate loans from AWL and ABC, as detailed below. In furtherance of the scheme and artifice to defraud, the defendants:

- a. knowingly transmitted and caused to be transmitted, by means of wire

communications in interstate commerce, writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. § 1343 (Wire Fraud); and

- b. knowingly deposited and caused to be deposited in an authorized depository for mail a matter or thing to be sent and delivered by the United States Postal Service or by any private or commercial interstate carrier, according to the directions thereon, in violation of 18 U.S.C. § 1341 (Mail Fraud).

OBJECT OF THE SCHEME AND ARTIFICE TO DEFRAUD

14. It was the object of the Scheme and Artifice to Defraud for the defendants to obtain money fraudulently by inducing AWL and ABC through false statements, misrepresentations, deception, and omissions of material facts to fund a series of loans which resulted in the excess loan proceeds to the defendants to which they were not entitled.

MANNER AND MEANS OF THE OF THE SCHEME AND ARTIFICE TO DEFRAUD

15. It was a part of the scheme and artifice to defraud that defendant KITCHEN set into motion purchases and resales of upscale residential properties, including among others, the following properties in the Provo, Utah "River Bottoms" area (collectively, the "River Bottoms properties"):

- a. 4272 North Stone Crossing;
- b. 259 West Stone Brook Lane;
- c. 3282 North Cottonwood Lane;
- d. 4311 ~~South~~ North Vintage Drive; and
- e. 515 Sheffield Drive.

16. It was further a part of the scheme and artifice to defraud that defendant KITCHEN caused H.O.G. to place under contract to purchase each of the River Bottom properties from the current homeowner at a price near fair market value.

17. It was further a part of the scheme and artifice to defraud that defendants

KITCHEN and CLARKE caused properties in the River Bottoms to be entered into the Multiple Listing Service (MLS) reflecting listings of completed or pending sales transactions. Such MLS listings reflected sales that either had not occurred, or sales that had occurred at deceptively inflated prices, resulting in the creation of false comparables that became available to defendant CLOWARD to use when preparing appraisals. Such inflated appraisals deceived and lulled AWL and ABC with the false assurance that the value of the River Bottoms properties was sufficient to protect their loan investments in the properties until the loans went into default.

18. It was further a part of the scheme and artifice to defraud that following each original purchase of the River Bottoms properties at or near fair market value, defendants KITCHEN and CLOWARD caused the River Bottoms properties to be reappraised at a value more than twice the original sales contract price to H.O.G. Defendants KITCHEN and CLOWARD caused these false and inflated appraisals to be sent to AWL and ABC for use in making their lending risk decisions.

19. It was further a part of the scheme and artifice to defraud that defendant KITCHEN recruited and caused to be recruited "straw buyers" with good credit ratings to contract to purchase the River Bottoms properties from H.O.G. at a price well in excess of the H.O.G. contract price.

20. It was further a part of the scheme and artifice to defraud that to induce the straw buyers to participate, defendant KITCHEN told or caused the straw buyers to be told that: (1) they would not have to invest any money of their own to buy the home; (2) they would be paid a substantial fee for signing the loan papers; (3) they should claim in loan documentation that their income and assets vastly exceeding what the straw buyers then made or owned; (4) they should claim an intent to occupy the home and to make a down payment even though they did not intend

to do so; (5) they would have no risk, including no obligation to make loan payments on the home; (6) they need not move into the home purchased; (7) H.O.G. or another entity would make the home loan payments; and (8) the home would be resold in short order, thus relieving them of any worries about liability for the loan.

21. It was further a part of the scheme and artifice to defraud that after making these representations, defendant KITCHEN used the straw buyers and their good credit ratings to purchase the River Bottoms properties and apply for loans to fund the purchases without disclosing to AWL and ABC that the side agreements listed above existed defendant KITCHEN and the straw buyers. These undisclosed agreements altered the true nature of the transactions and, if known, had the potential to materially alter AWL's and ABC's respective assessment of the risks of the loan transactions.

22. It was further a part of the scheme and artifice to defraud that defendant KITCHEN caused the straw buyers to apply for financing from AWL or ABC, and in doing so, caused the straw buyers to make material false statements in loan applications relating to their income, assets, plans to occupy the residence, down payment, and plans to make payments on the loan.

23. It was further a part of the scheme and artifice to defraud that defendants BOLICK, KITCHEN, CLOWARD, CLARKE GARRETT and HADLOCK caused the straw buyer loans to be closed under false and fraudulent pretenses by concealing from AWL or ABC one or more of the following deceptive aspects of the loan transactions:

- a. that the buyer was a "straw buyer;"
- b. that neither H.O.G. nor the straw buyer had made a down payment or invested any of their own funds in either the original H.O.G. purchase or the subsequent resale of the River Bottoms property, resulting in 100% of

both transactions being financed by AWL or ABC;

- c. that the straw buyer was being paid a kickback or fee from the loan proceeds as an inducement to apply for the loan from AWL or ABC;
- d. that the straw buyer had no intention to occupy the home;
- e. that the straw buyer had a materially smaller income stream and materially fewer assets than represented on his loan application, thereby lacking the financial wherewithal to qualify for the loan or to make the monthly payments on the loan after closing;
- f. that the appraisal supporting the straw buyer loan was based on false information, including inaccurate data inserted into the MLS system, such as sales transactions that had never been closed and transaction prices that reflected fictitious and inflated sales for sums materially in excess of the original H.O.G. purchase price at or near fair market value;
- g. that H.O.G. did not in fact own the property that it was selling to the straw buyer, in that H.O.G. had not made payment for the original purchase of the home at the time it resold the property to the straw buyer;
- h. that the loan sought from AWL or ABC was the second half of a "flip" and that H.O.G. was selling the property to the straw buyer for more than twice the amount of H.O.G.'s contract to buy the same property;
- i. that the loans were often funded before H.O.G. finalized the purchase of the River Bottoms properties, and that the loan proceeds would thereafter be deceptively diverted and rerouted to enable H.O.G. to complete its original purchase of the home it had already sold; and
- j. that the loan closing documentation created the false appearance that H.O.G. had fully closed and acquired the River Bottoms property before it was sold to the straw buyer, that the straw buyer had made a down payment to purchase the property, and that H.O.G.'s original purchase of the property had predated the funding of the loan.

24. It was further a part of the scheme and artifice to defraud that defendants KITCHEN and BOLICK, for a period of time, caused H.O.G. to make payments on the straw buyer loans for the River Bottoms properties in order to create the false impression with AWL and ABC that the loans were normal transactions and performing appropriately.

25. It was further a part of the scheme and artifice to defraud that after defendants KITCHEN and BOLICK created the false appearance that the loans were performing, they caused H.O.G. to cease making payments on the loans, leaving AWL and ABC with non-performing loans secured by the River Bottoms properties worth far less than the outstanding loan balances.

COUNTS 1 through 4
18 U.S.C. § 1341
(Mail Fraud)

26. The allegations set forth in paragraphs 1 through 25 of this Indictment are incorporated herein by reference as though fully set forth herein.

27. On or about the dates enumerated in each count below, in the Central Division of the District of Utah, and elsewhere, for the purpose of executing and in furtherance of the scheme and artifice to defraud more particularly described in paragraphs 1 through 25 of this Indictment, and for obtaining money and property of AWL or ABC by means of false and fraudulent pretenses, representations, and promises, and omissions of material facts, and attempting to do so, the defendants named below did knowingly deposit and cause to be deposited in any post office or authorized depository for mail the matter or thing listed below to be sent and delivered by the United States Postal Service or any private or commercial interstate carrier, and did cause such matter or thing to be delivered according to the directions thereon as more particularly described for each count below, and did aid and abet, counsel, command, induce, procure, and cause said mailing:

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF MAILING
1	01/13/06	BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD, and REBECCA ANN HADLOCK.	4272 North Stone Crossing	UPS transfer of Atkin loan application package from Precision Title office (Orem, Utah) to the AWL Fort Union office (Midvale, Utah)
2	04/12/06	BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD, and JEFFERY DAVID GARRETT.	3282 North Cottonwood Drive <i>Lane</i>	UPS transfer of Blaisdell loan application package from Precision Title office (Orem, Utah) to the Diversified Mortgage office (Logan, Utah)
3	02/21/06	BRADLEY GRANT KITCHEN, DAVID R. BOLICK, RON K. CLARKE, STEVE WELLS CLOWARD, and REBECCA ANN HADLOCK.	4311 South ^{North} Vintage Drive	UPS transfer of Spangler loan application package from Precision Title office (Orem, Utah) to the AWL office (Jacksonville, Florida)

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF MAILING
4	03/29/06	BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD and JEFFERY DAVID GARRETT.	515 Sheffield Drive	UPS transfer of Fox loan application package from Precision Title office (Orem, Utah) to the AWL office (San Diego, California)

all in violation of Title 18, United States Code, Sections 1341, 2(a), and 2(b).

**COUNTS 5 through 14
18 U.S.C. § 1343
(Wire Fraud)**

28. The allegations set forth in paragraphs 1 through 25 of this Indictment are incorporated herein by reference as though fully set forth herein.

29. On or about the dates enumerated as to each count, in the Central Division of the District of Utah, and elsewhere, for the purpose of executing and in furtherance of the scheme and artifice to defraud more particularly described in paragraphs 1 through 25 of this Indictment, and for obtaining money and property of AWL and ABC as described below by means of false and fraudulent pretenses, representations, and promises, and omissions of material facts, and attempting to do so, the defendants named below did knowingly transmit and cause to be transmitted, by means of wire communications in interstate commerce, the writings, signs, signals, pictures, and sounds as more particularly described for each count below, and did aid and abet, counsel, command, induce, procure, and cause said wire transmission:

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF WIRE COMMUNICATION
5	01/17/06	BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD, and REBECCA ANN HADLOCK.	4272 North Stone Crossing	Wiring of approximately \$1,809,818.01 in AWL loan proceeds related to mortgage loan number 00012445729401006 from a bank outside the State of Utah on behalf of Countrywide Home Loans (Calabasas, California) to the account of Precision Title at Capital Community Bank (Orem, Utah)
6	01/17/06	BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD, and REBECCA ANN HADLOCK.	4272 North Stone Crossing	Wiring of approximately \$510,558.90 in AWL loan proceeds related to mortgage loan number 00012434157001006 from a bank outside the State of Utah on behalf of Countrywide Home Loans (Calabasas, California) to the account of Precision Title at Capital Community Bank (Orem, Utah)

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF WIRE COMMUNICATION
7	02/17/06	DAVID R. BOLICK, BRADLEY GRANT KITCHEN, RON K. CLARKE, STEVE WELLS CLOWARD, REBECCA ANN HADLOCK and JEFFERY DAVID GARRETT.	259 West Stone Brook Lane	Wiring of approximately \$1,942,614.31 in ABC loan proceeds related to mortgage loan number 100024200011253636 from a bank outside the State of Utah on behalf of ABC (Melville, New York) to the account of Precision Title at Capital Community Bank (Orem, Utah)
8	02/17/06	DAVID R. BOLICK, BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, JEFFERY DAVID GARRETT, and REBECCA ANN HADLOCK.	259 West Stone Brook Lane	Wiring of approximately \$399,036.56 in ABC loan proceeds related to mortgage loan number 100024200011253990 from a bank outside the State of Utah on behalf of American Home Mortgage (New York, New York) to the account of Precision Title at Capital Community Bank (Orem, Utah)

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF WIRE COMMUNICATION
9	04/12/06	BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, and JEFFERY DAVID GARRETT.	3282 North Cottonwood ^{Lane} Drive	Wiring of approximately \$1,977,587.25 in AWL loan proceeds related to mortgage loan number 00013368688304006 from a bank outside the State of Utah on behalf of Countrywide Home Loans from the Bank of New York City (New York City, New York) to the account of Precision Title at AmBank (Provo, Utah)
10	04/12/06	BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, and JEFFERY DAVID GARRETT.	3282 North Cottonwood ^{Lane} Drive	Wiring of approximately \$557,157.79 in AWL loan proceeds related to mortgage loan number 0013468601504006 from a bank outside the State of Utah on behalf of Countrywide Home Loans from the Bank of New York City (New York City, New York) to the account of Precision Title at AmBank (Provo, Utah)

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF WIRE COMMUNICATION
11	02/23/06	DAVID R. BOLICK, BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, JEFFERY DAVID GARRETT, and REBECCA ANN HADLOCK.	4311 South ^{North} Vintage Drive	Wiring of approximately \$2,051,215.43 in AWL loan proceeds related to mortgage loan number 00012715683102006 from a bank outside the State of Utah on behalf of Countrywide Home Loans (Calabasas, California) to the account of Precision Title at Capital Community Bank (Orem, Utah)
12	02/23/06	DAVID R. BOLICK, BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, JEFFERY DAVID GARRETT, and REBECCA ANN HADLOCK.	4311 South ^{North} Vintage Drive	Wiring of approximately \$617,625.00 in AWL loan proceeds related to mortgage loan number 00012715674302006 from a bank outside the State of Utah on behalf of Countrywide Home Loans (Calabasas, California) to the account of Precision Title at Capital Community Bank (Orem, Utah)

COUNT	DATE (On or About)	DEFENDANTS	PROPERTY ADDRESS	DESCRIPTION OF WIRE COMMUNICATION
13	04/5/06	BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, and JEFFERY DAVID GARRETT.	515 Sheffield Drive	Wiring of approximately \$2,477,558.14 in AWL loan proceeds related to mortgage loan number 00013376942203006 from a bank outside the State of Utah on behalf of Countrywide Home Loans from the Bank of New York City (New York City, New York) to the account of Precision Title at AmBank (Provo, Utah)
14	04/4/06	BRADLEY GRANT KITCHEN, STEVE WELLS CLOWARD, RON K. CLARKE, and JEFFERY DAVID GARRETT.	515 Sheffield Drive	Wiring of approximately \$556,875.00 in AWL loan proceeds related to mortgage loan number 00013376910203006 from a bank outside the State of Utah on behalf of Countrywide Home Loans from the Bank of New York City (New York City, New York) to the account of Precision Title at AmBank (Provo, Utah)

all in violation of Title 18, United States Code, Sections, 1343, 2(a) and 2(b).

COUNT 15
18 U.S.C. § 1349
(Conspiracy)

30. Beginning in or about December 2005 and continuing to the date of Indictment, in the Central Division of the District of Utah, and elsewhere, the defendants,

BRADLEY GRANT KITCHEN,
DAVID R. BOLICK,
STEVE WELLS CLOWARD,

RON K. CLARKE
JEFFERY DAVID GARRETT, and
REBECCA ANN HADLOCK

and others known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate, and agree to commit offenses against the United States of America, that is: mail fraud, in violation of Title 18, United States Code, Section 1341; and wire fraud, in violation of Title 18, United States Code, Section 1343.

31. The object and the manner and means used to further the conspiracy are set forth in paragraphs 1-25 of this Indictment, and by this reference are fully incorporated in this Count of the Indictment.

32. In furtherance of the conspiracy and to effect the objects thereof, at least one of the conspirators committed at least one overt act in the District of Utah. The events set forth in each Count of Counts 1-15 each and individually constitute an overt act in furtherance of the conspiracy, and each overt act is incorporated in this Count of the Indictment as if fully set forth herein; all in violation of Title 18, United States Code, Section 1349.

NOTICE OF INTENTION TO SEEK CRIMINAL FORFEITURE

(18 U.S.C. Section 981(a)(1)(C); 28 U.S.C. Section 2461)

As a result of committing the felony offenses alleged in Counts 1 through 15 of the Indictment, each of which is punishable by imprisonment for more than one year, defendants BRADLEY GRANT KITCHEN, DAVID R. BOLICK, STEVE WELLS CLOWARD, RON K. CLARKE, JEFFERY DAVID GARRETT, and REBECCA ANN HADLOCK shall forfeit to the United States pursuant to 18 U.S.C. Section 981(a)(1)(C); 28 U.S.C. Section 2461 any and all property constituting or derived from any proceeds said defendants obtained directly or indirectly

as a result of the said felony charges alleged in the Counts listed in this Notice, and any property traceable thereto, including but not limited to the following:

PROCEEDS (MONEY JUDGMENT)

As to BRADLEY GRANT KITCHEN, DAVID R. BOLICK, STEVE WELLS CLOWARD, RON K. CLARKE The approximate aggregate sum of Seven Million Five-Hundred Thousand Dollars (\$7,500,000.00) in United States currency received and diverted by BRADLEY GRANT KITCHEN, DAVID R. BOLICK, STEVE WELLS CLOWARD and RON K. CLARKE in connection with the above-referenced offenses.

As to JEFFERY DAVID GARRETT: The approximate aggregate sum of Six Million Dollars (\$6,000,000.00) in United States currency received and diverted by BRADLEY GRANT KITCHEN, DAVID R. BOLICK, STEVE WELLS CLOWARD, RON K. CLARKE and JEFFERY DAVID GARRETT in connection with the above-referenced offenses.

As to REBECCA ANN HADLOCK: The approximate aggregate sum of Four Million Five-Hundred Thousand Dollars (\$4,500,000.00) in United States currency received and diverted by BRADLEY GRANT KITCHEN, DAVID R. BOLICK, STEVE WELLS CLOWARD, RON K. CLARKE and REBECCA ANN HADLOCK in connection with the above-referenced offenses.

If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

SUBSTITUTE ASSETS

If any of the above-described forfeitable property, as a result of any act or omission of the defendants,

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;

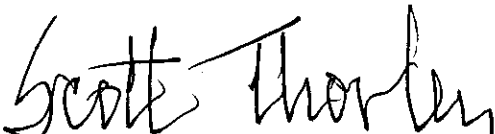
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 28 U.S.C. Section 2461(c) and 21 U.S.C. Section 853 (p), to seek forfeiture of any property of said defendants up to the value of the above-forfeitable property.

A TRUE BILL:

FOREPERSON OF THE GRAND JURY

BARBARA BEARNSON
Acting United States Attorney


SCOTT J. THORLEY
Assistant United States Attorney