

**UNSEALED
PER ORDER**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON TEXAS

10/19/08
Sealed
Public and unofficial staff access
to this instrument are
prohibited by court order.

UNITED STATES OF AMERICA

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V.

CRIMINAL NO. 4:08CR1610

ANTHONY WAYNE HAWKINS
BRANDON ALONZO CRENSHAW
NEHEMIAH JAMAL DOUGLAS
BABETTE JAMMER
DAVID VASSER

United States District Court
Southern District of Texas
FILED

OCT 01 2008

Michael W. Milby
Clerk of Court

INDICTMENT

COUNT ONE

(Conspiracy - Title 18, U.S.C. §1349)

At all times material to this Indictment:

A. Defendants

1. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS, and BABETTE JAMMER each worked at MOTOWN MORTGAGE GROUP in various capacities. In the later half of 2004, they began working together at a separate location under the business names TEAM WORK REALTY and CENTRAL CAPITAL FINANCIAL GROUP.

2. ANTHONY WAYNE HAWKINS worked at MOTOWN MORTGAGE GROUP and LEWIS & ASSOCIATES REALTORS which were co-located in Houston, Texas. Ultimately, ANTHONY WAYNE HAWKINS became the office manager for MOTOWN MORTGAGE GROUP and LEWIS & ASSOCIATES REALTORS until he

departed in late 2004 to begin his own mortgage brokerage business, CENTRAL CAPITAL FINANCIAL GROUP, and realty company, TEAM WORK REALTY.

3. BRANDON ALONZO CRENSHAW worked at MOTOWN MORTGAGE GROUP as a recruiter and as a loan officer. In late 2004, CRENSHAW began working at CENTRAL CAPITAL FINANCIAL GROUP in similar capacities. In addition, while working at CENTRAL CAPITAL FINANCIAL GROUP, CRENSHAW also purchased homes under false and fraudulent pretenses.

4. NEHEMIAH JAMAL DOUGLAS was a purchaser of five residential properties through MOTOWN MORTGAGE GROUP utilizing false and fraudulent pretenses. DOUGLAS was employed as a loan officer at MOTOWN MORTGAGE GROUP prior to joining CENTRAL CAPITAL FINANCIAL GROUP.

5. BABETTE JAMMER worked as a loan processor at MOTOWN MORTGAGE GROUP and subsequently at CENTRAL CAPITAL FINANCIAL GROUP where on occasion she created documents or otherwise falsified documents to support loan applications for residential properties.

6. DAVID VASSER operated Rising Star Enterprises, a trucking business with contract drivers. VASSER falsely verified to various lenders that the Borrower was employed with Rising Star Enterprises when residential lenders checked to see if the Borrower was employed as reported in the Fannie Mae Form 1003, also known as a Uniform Residential Loan Application. VASSER performed this function both for

MOTOWN MORTGAGE GROUP and CENTRAL CAPITAL FINANCIAL GROUP.

B. Residential Real Estate Closings

7. The Transaction that is the subject of a residential real estate closing (“Closing”) involves the purchase and sale of real property between two parties, the “Buyer” and the “Seller”. The Buyer is an individual or entity who, in a “Cash Transaction,” provides his own funds to pay 100% of the sales price, or, in a “Loan Transaction,” obtains the funding from a lending institution (the “Lender”), to purchase the real estate, which has approved the Buyer/Borrower (hereinafter “Borrower”) for a residential mortgage loan for up to 100% of the sales price. The Seller is an individual or entity who owns the property that is the subject of the transaction.

8. The documents used to apply for a real estate mortgage loan are collected by loan officers and loan processors at the mortgage broker’s office and transmitted to the Lender by United States mail and/or by commercial interstate carrier such as Federal Express and Airborne Express. These documents include, but are not limited to:

- a. The Uniform Residential Loan Application
- b. Borrower’s credit report
- c. Verification of Employment
- d. Verification of Rent or Mortgage
- e. Lease agreements
- f. Verification of Deposit

9. The closing of the real estate transaction is conducted by a Title Company Escrow Agent or Closing Agent. The Title Company transmits documents prepared for the property closing to the Lender by facsimile as well as by United States mail and/or by

commercial interstate carrier such as Federal Express and Airborne Express. The Lender funds the residential loans through a wire transfer from the Lender's bank to the Title company's bank account. After the loans are funded, the Title Company disburses the loan proceeds.

C. The Conspiracy

10. From in or about December 2002 and continuing through, on or about June 1, 2007 in the Southern District of Texas, and elsewhere, the defendants,

ANTHONY WAYNE HAWKINS,
BRANDON ALONZO CRENSHAW,
NEHEMIAH JAMAL DOUGLAS,
BABETTE JAMMER,
and
DAVID VASSER

did knowingly conspire and agree with at least one other person to commit the following offenses against the United States:

- a. To knowingly devise and intend to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and to knowingly use and cause to be used the United States mails and private and commercial interstate carriers for the purpose of executing the scheme and artifice to defraud, in violation of Title 18, United States Code, Section 1341;
- b. To knowingly devise and intend to devise a scheme and artifice to

defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and to knowingly use and cause to be used interstate wire communications facilities in carrying out the scheme to defraud, in violation of Title 18, United States Code, Section 1343;

D. Manner and Means of the Scheme

It was a part of the conspiracy that:

11. ANTHONY WAYNE HAWKINS and his coconspirators and agents would and did locate real estate (the "Properties") in the Houston, Texas area.

12 ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS and their coconspirators and agents would and did recruit, solicit, compensate and cause to be compensated individuals with good credit to act as "Borrowers" in applications for residential mortgage loans to purchase one or more of the Properties.

13. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS, BABETTE JAMMER, DAVID VASSER and their coconspirators and agents knew and intended that each Borrower would and did use and allow his or her name and other personal and financial information to be used and submitted to a "Lender" for the purpose of pretending and falsely representing that the Borrower was able to meet the financial obligations of the loan and had the incentive to

do so.

14. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS and their coconspirators and agents would and did cause to be completed Uniform Residential Loan Applications in the names of the Borrowers in an attempt to obtain financing of the Property's sales price which applications included false representations including the Borrower's plan to occupy the Property as their primary residence, a pretense and false representation that the coconspirators knew was material to the Lenders' decisions to grant and fund the loans.

15. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS, BABETTE JAMMER, and their coconspirators and agents would and did prepare, authorize, disseminate, transmit and cause to be prepared, authorized, disseminated and transmitted through the United States mail and commercial interstate carriers and through interstate wire communications, to individuals and entities, including Lenders and their agents, false and fraudulent statements and other information, including but not limited to the ability and incentive of each Borrower to repay the loan, which the Defendants and their coconspirators knew and had reason to believe would be material to the Lender's decision to fund the mortgage loan and under what conditions.

16. ANTHONY WAYNE HAWKINS would and did arrange for various individuals associated with business entities to falsely verify to Lenders that the Borrower was a tenant in good standing or employed with the business in the capacity falsely

reported on the Uniform Residential Loan Application, Fannie Mae Form 1003.

17. ANTHONY WAYNE HAWKINS and his coconspirators and agents would and did cause the title company handling the closing of the residential real estate transaction to disburse fraudulently-induced loan proceeds from the escrow accounts of the title companies to various individuals and entities.

18. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS and their coconspirators and agents would and did cause bank accounts to be opened in the Houston, Texas area under various business names, including CENTRAL CAPITAL FINANCIAL GROUP, TEAM WORK REALTY, B N C PROPERTY MANAGEMENT, NORTHERN ALLIANCE PROPERTIES, CREDIT BUILDERS OF AMERICA, and TEXAS PREMIER PROPERTY MANAGEMENT for purposes including the deposit and transfer of proceeds of fraudulently-induced loans.

19. BRANDON ALONZO CRENSHAW would and did take steps to forestall foreclosure of certain properties fraudulently purchased during the scheme through filing of bankruptcy as well as the execution and filing of property deeds changing the name of the title owner in the records of the Harris County Clerk's Office on properties still encumbered by the Lenders on outstanding loans.

20. ANTHONY WAYNE HAWKINS, BRANDON ALONZO CRENSHAW, NEHEMIAH JAMAL DOUGLAS, BABETTE JAMMER, DAVID VASSER and the other coconspirators would and did induce Lenders to fund fraudulently obtained residential mortgage loans in the total amount of more than Seventeen Million Dollars

(\$17,000,000).

E. Overt Acts

In furtherance of the conspiracy described in Count One and to effect the objects thereof, the defendants named therein and other persons both known and unknown to the grand jury, performed or caused the performance of one or more of the following Overt Acts, among others not described herein, in the Southern District of Texas and elsewhere on or about the following dates:

17919 Beaver Creek Drive, Houston, Texas

- (1) April 19, 2003, ANTHONY WAYNE HAWKINS notarized a Materialmans & Mechanics Lien in the amount of \$25,000 which indicated the holder of the lien was ASTRO CONSTRUCTION and the grantor or maker was DAVID VASSER.
- (2) August 15, 2003, DAVID VASSER signed an Occupancy Affidavit and Financial Status stating 17919 Beaver Creek Drive, Houston, Texas was or would be his primary residence within 60 days of signing the Security Instrument, and he would continue to occupy the property as his primary residence at least for one year.
- (3) August 21, 2003, DAVID VASSER caused check numbers 1048 and 1049 each drawn on the Washington Mutual Bank account of ASTRO CONSTRUCTION to be negotiated.

16634 Lafone Drive, Spring, Texas

- (4) November 7, 2003, BABETTE JAMMER typed a letter purporting to be from a CPA at AWH & Associates verifying the Borrower was a casting agent with Rising Star Enterprise.

(5) November 11, 2003, ANTHONY WAYNE HAWKINS caused a AWH & Associates Consultant Services letter to be sent to the Lender verifying the Borrower worked at Rising Star Enterprise as a casting agent.

(6) November 14, 2003, BRANDON ALONZO CRENSHAW caused the Borrower to sign a Uniform Residential Loan Application, Fannie Mae Form 1003, for the purchase of 16634 Lafone Drive, Spring, Texas.

2638 Forge Creek, Houston, Texas

(7) December 5, 2003, BABETTE JAMMER caused to be created a Form W-2, Wage and Tax Statement, for employment at Rising Star Enterprises in the name of the Borrower.

(8) December 10, 2003, DAVID VASSER caused to be verified telephonically, to Regions Bank, that the borrower, Darrell Brew, was an employee of Rising Star Enterprises as indicated on the Uniform Residential Loan Application to purchase the property located at 2638 Forge Creek, Houston, Texas.

(9) December 10, 2003, ANTHONY WAYNE HAWKINS caused to be sent by facsimile wiring instructions for MOTOWN MORTGAGE GROUP and LEWIS & ASSOCIATES REALTORS to Stewart Title Company for the disbursement of loan proceeds from the real estate closing of the property located at 2638 Forge Creek, Houston, Texas.

(10) December 12, 2003, BRANDON ALONZO CRENSHAW caused check 1404 drawn on the Washington Mutual Bank account of MOTOWN MORTGAGE GROUP to be negotiated.

739 East 8th Street, Houston, Texas

(11) April 6, 2004, NEHEMIAH JAMAL DOUGLAS caused to be signed an Explanation of Derogatory Credit.

(12) April 23, 2004, NEHEMIAH JAMAL DOUGLAS negotiated checks 1120 and 1121 each drawn on the Washington Mutual Bank account of ASTRO CONSTRUCTION.

1034 Adele Street, Houston, Texas

(13) April 23, 2004, DAVID VASSER caused to be verified telephonically, to the Lender that the Borrower, NEHEMIAH JAMAL DOUGLAS, was an employee of Rising Star Enterprises.

(14) April 30, 2004, ANTHONY WAYNE HAWKINS caused a Bank of America cashier's check made payable to ASTRO CONSTRUCTION in the amount of \$65,190 to be purchased by the Seller of 1034 Adele Street, Houston, Texas.

(15) May 4, 2004, NEHEMIAH JAMAL DOUGLAS negotiated Washington Mutual official check 872956206 purchased under the name ASTRO CONSTRUCTION.

(16) May 13, 2004, NEHEMIAH JAMAL DOUGLAS caused check number 1132 drawn on the Washington Mutual Bank account of ASTRO CONSTRUCTION to be negotiated.

4210 Bayglan Court, Houston, Texas

(17) March 30, 2004, BRANDON ALONZO CRENSHAW caused a Uniform Residential Loan Application, Fannie Mae Form 1003, to be signed for the purchase of 4210 Bayglan Court, Houston, Texas.

(18) May 17, 2004, ANTHONY WAYNE HAWKINS caused a false verification of rent to be provided to the lender for the purchase of 4210 Bayglen Court, Houston, Texas.

(19) June 1, 2004, ANTHONY WAYNE HAWKINS caused check 1136 drawn on the Washington Mutual bank account of ASTRO CONSTRUCTION to be negotiated.

(20) June 1, 2004, BRANDON ALONZO CRENSHAW provided \$4,000.00 to the Borrower after the real estate closing of 4210 Bayglen Court, Houston, Texas.

16319 Cochet Spring Drive, Spring, Texas

(21) June 14, 2004, DAVID VASSER provided to the Borrower the cash to purchase a cashier's check in the amount of approximately \$3,172.12 for costs associated with the real estate closing of 16319 Cochet Spring Drive, Spring, Texas.

(22) June 17, 2004, DAVID VASSER caused cashier's check 872956486 drawn on Washington Mutual Bank in the amount of \$15,450.00 to be negotiated.

(23) June 17, 2004, DAVID VASSER caused to be deposited into Rising Star Enterprises' account at Trustmark National Bank cashier's check 872956487 drawn on Washington Mutual Bank in the amount of \$15,400.

6315 Laver Love Drive, Spring, Texas

(24) May 1, 2004, BRANDON ALONZO CRENSHAW caused a Uniform Residential Loan Application, Fannie Mae Form 1003, to be signed.

(25) May 24, 2004, ANTHONY WAYNE HAWKINS caused two Forms 1099-MISC to be sent to the Lender indicating the Borrower received income in 2003 from AWH & Associates Consultant Service and from ExpressIt.

(26) July 21, 2004, BRANDON ALONZO CRENSHAW caused checks 1147 and 1148

drawn on the account of ASTRO CONSTRUCTION at Washington Mutual Bank to be negotiated.

(27) July 21, 2004, ANTHONY WAYNE HAWKINS caused check 1655 drawn on the account of MOTOWN MORTGAGE GROUP at Washington Mutual Bank to be negotiated.

(28) May 8, 2006, BRANDON ALONZO CRENSHAW caused an Amended Voluntary Bankruptcy Petition to be filed in the Southern District of Texas under his name which stated in Schedule A that he had a fee simple interest in the property located at 6315 Laver Love, Spring, Texas.

(29) May 8, 2006, BRANDON ALONZO CRENSHAW caused his Amended Voluntary Bankruptcy Petition to identify the outstanding loan debt on 6315 Laver Love, Spring, Texas to be reflected on Schedule D for purposes of discharging debt in his personal bankruptcy.

6702 Springfield Garden Lane, Spring, Texas

(30) February 28, 2005, BRANDON ALONZO CRENSHAW caused to be signed a Uniform Residential Loan Application, Fannie Mae Form 1003, to purchase the property located at 6702 Springfield Garden Lane, Spring, Texas as his primary residence.

(31) March 15, 2005, DAVID VASSER caused to be verified telephonically to the Lender that the Borrower, BRANDON ALONZO CRENSHAW, was an employee of Rising Star Enterprises.

(32) March 25, 2005, BRANDON ALONZO CRENSHAW caused check number 1352 drawn on the Trustmark Bank account of CENTRAL CAPITAL FINANCIAL GROUP to

be negotiated.

3826 Rowlock Vine Dr., Houston, Texas

(33) February 28, 2005, ANTHONY WAYNE HAWKINS caused to be signed a Real Estate Certification certifying the terms of the Sales Contract to purchase 3826 Rowlock Vine Dr., Houston, Texas.

(34) March 21, 2005, BRANDON ALONZO CRENSHAW signed a Uniform Residential Loan Application, Fannie Mae Form 1003, to purchase 3826 Rowlock Vine Dr., Houston, Texas in which it was represented that he was employed by Rising Star Enterprises.

(35) March 21, 2005, BRANDON ALONZO CRENSHAW signed an Occupancy Affidavit stating 3826 Rowlock Vine Dr., Houston, Texas was to be his primary residence.

(36) December 14, 2006, BRANDON ALONZO CRENSHAW signed a HUD-1 Settlement Statement selling 3826 Rowlock Vine Dr., Houston, Texas to a new Borrower.

927 Robbie Street, Houston, TX 77009

(37) March 17, 2005, BRANDON ALONZO CRENSHAW signed check number 1118 drawn on the Compass Bank account of BNC Property Management as earnest money payable to American Title Company on behalf of the Borrower.

(38) March 18, 2005, ANTHONY WAYNE HAWKINS caused a Team Work Realty facsimile cover sheet to be sent to the seller of 927 Robbie Street, Houston, Texas apologizing for the delay in closing the real estate transaction.

(39) March 30, 2005, BRANDON ALONZO CRENSHAW caused a Uniform

Residential Loan Application, Fannie Mae Form 1003, to be signed indicating the Borrower was employed by Rising Star Enterprises.

(40) April 1, 2005, DAVID VASSER caused check 1379 drawn on the Trustmark Bank account of CENTRAL CAPITAL FINANCIAL GROUP to be negotiated.

(41) May 8, 2006, BRANDON ALONZO CRENSHAW, caused to be filed an Amended Voluntary Bankruptcy Petition in the Southern District of Texas which stated in Schedule A that he had a fee simple interest in the property located at 927 Robbie Street, Houston, Texas.

(42) May 8, 2006, BRANDON ALONZO CRENSHAW caused his Amended Voluntary Bankruptcy Petition to identify the outstanding loan debt on 927 Robbie Street, Houston, Texas to be reflected on Schedule D for purposes of discharging debt in his personal bankruptcy.

5303 Oakdale Creek Court, Spring, TX 77379

(43) May 11, 2005, ANTHONY WAYNE HAWKINS caused a TEAM WORK REALTY Residential Contract for the purchase of 5303 Oakdale Creek Court, Spring, Texas to be signed.

(44) May 17, 2005, BRANDON ALONZO CRENSHAW signed check 1007 drawn on the Trustmark Bank account of Northern Alliance Properties payable to Houston Title Company.

(45) May 23, 2005, DAVID VASSER caused to be verified with the lender that the Borrower was employed at Rising Star Enterprises.

In violation of Title 18, United States Code, Section 1349.

WIRE FRAUD COUNTS

**COUNTS TWO through SIX
(Title 18, U.S.C. §1343 and 2)**

1. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in sections A , B and D as set out in Count One of the indictment.

2. On or about the following dates in the Southern District of Texas, the named defendants, aided and abetted by others known and unknown to the grand jury, did knowingly devise, intend to devise, and participate in a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme and artifice to defraud, and to obtain money by means of false and fraudulent pretenses and representations did cause to be transmitted in interstate commerce, by means of a wire communication, loan funds from the bank account of the Lender through the Federal Reserve Bank of New York into the bank account of the Title Company as follows in Counts Two through Six:

COUNT	DATE	DEFENDANT	TRANSMISSION DESCRIPTION
Two	November 13, 2003	BRANDON ALONZO CRENSHAW	Wire transfer of \$401,257.42 from Fremont Investment and Loan to American Title Company of Houston for the purchase of 16634 Lafone Drive, Spring, Texas

Three	April 28, 2004	ANTHONY WAYNE HAWKINS and NEHEMIAH JAMAL DOUGLAS	Wire transfer of \$182,125.63 from Aegis Funding Corporation to First Southwestern Title Company for the purchase of 1034 Adele Street, Houston, Texas
Four	June 14, 2004	DAVID VASSER	Wire transfer of \$501,901.42 from Fremont Investment and Loan to American Title Company of Houston to purchase 16319 Cochet Spring, Spring, Texas
Five	July 20, 2004	BRANDON ALONZO CRENSHAW	Wire transfer of \$307,501.72 from First Franklin Financial to American Title Company of Houston to purchase 6315 Laver Love Drive, Spring, Texas.
Six	June 2, 2005	ANTHONY WAYNE HAWKINS and BRANDON ALONZO CRENSHAW	Wire transfer of \$320,966.25 from Aegis Funding Corporation to Houston Title Company to purchase 5303 Oakdale Creek Court, Spring, Texas.

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

MONEY LAUNDERING COUNTS

COUNT SEVEN (Title 18, U.S.C. §1956(h))

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in sections A and C as set out in Count One of the indictment.

B. From in or about December 2002 to on or about December 1, 2006, in the Southern District of Texas, and elsewhere, and within the jurisdiction of this Court

ANTHONY WAYNE HAWKINS,
BRANDON ALONZO CRENSHAW,
NEHEMIAH JAMAL DOUGLAS,
and
DAVID VASSER

defendants herein, did unlawfully, knowingly and intentionally combine, conspire, confederate and agree with each other and others known and unknown to the grand jury, to commit the following offense against the United States in violation of Title 18, United States Code, Section 1957, to wit:

To knowingly engage in and attempt to engage in monetary transactions within the United States in criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, that is, wire fraud and mail fraud, in violation of Title 18, United States Code, Section 1957.

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS EIGHT THROUGH TWELVE
(Title 18, U.S.C. § 1957(a) and 2)

1. The Grand Jury realleges and incorporates by reference, as though set forth in full herein, the allegations set forth in Sections A, B and D of Count One of this Indictment.

2. On or about the following dates, in the Southern District of Texas and elsewhere, the defendants named below did knowingly engage in, and attempt to engage in, monetary transactions affecting interstate commerce in criminally derived property of a value greater than \$10,000, that is, the negotiation of the following checks, each in the amount of more than \$10,000, such funds having been derived from specified unlawful

activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION
Eight	April 30, 2004	ANTHONY WAYNE HAWKINS and NEHEMIAH JAMAL DOUGLAS	Purchase of cashier's check 1271995 from Bank of America payable to Astro Construction Company in the amount of \$65,190.
Nine	June 17, 2004	DAVID VASSER	Negotiation of Washington Mutual Bank cashier's check 872956487 in the amount of \$15,400.00
Ten	June 17, 2004	DAVID VASSER	Negotiation of Washington Mutual Bank cashier's check 872956486 in the amount of \$15,450.00
Eleven	July 21, 2004	BRANDON ALONZO CRENSHAW	Negotiation of check 1147 drawn on the Washington Mutual Bank account of Astro Construction in the amount of \$18,500.
Twelve	July 21, 2004	BRANDON ALONZO CRENSHAW	Negotiation of check 1148 drawn on the Washington Mutual Bank account of Astro Construction in the amount of \$18,500.

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

NOTICE OF FORFEITURE
(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C) the United States gives the defendants

ANTHONY WAYNE HAWKINS (counts 1, 3, 6)
BRANDON ALONZO CRENSHAW (counts 1, 2, 5, 6)
NEHEMIAH JAMAL DOUGLAS (counts 1, 3)
BABETTE JAMMER (count 1)
DAVID VASSER (counts 1, 4)

notice that in the event of conviction, all property which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Sections 1341 and 1343, or a conspiracy to commit such offenses, as charged in Counts One through Six of the Indictment, shall be forfeited to the United States. The property subject to forfeiture includes, but is not limited to, the following property:

Count One	\$ 17,000,000.00
Count Two	\$ 401,257.42
Count Three	\$ 182,125.63
Count Four	\$ 501,901.42
Count Five	\$ 307,501.72
Count Six	\$ 320,966.25

or a money judgment equal to the amounts of money listed above. Further, a defendant may be jointly and severally liable to the United States with any co-defendant(s) convicted of a common Count.

NOTICE OF FORFEITURE
(18 U.S.C. § 982(a)(1))

Pursuant to Title 18, United States Code, Section 982(a)(1), the United States gives the defendants

ANTHONY WAYNE HAWKINS (counts 7, 8)
BRANDON ALONZO CRENSHAW (counts 7, 11, 12)
NEHEMIAH JAMAL DOUGLAS (counts 7, 8)
DAVID VASSER (counts 7, 9, 10)

notice that in the event of conviction, all property involved in a violation of Title 18, United States Code, Section 1957, or a conspiracy to commit such an offense, as charged in Counts Seven through Twelve of the Indictment, and all property traceable to such property, shall be forfeited to the United States. The property subject to forfeiture includes, but is not limited to, the following property:

Count Seven	\$ 17,000,000.00
Count Eight	\$ 65,190.00
Count Nine	\$ 15,400.00
Count Ten	\$ 15,450.00
Count Eleven	\$ 18,500.00
Count Twelve	\$ 18,500.00

or a money judgment equal to the amounts of money listed above. Further, a defendant may be jointly and severally liable to the United States with any co-defendant(s) convicted of a common Count.

Substitute Assets

In the event that the property subject to forfeiture as a result of any act or omission of the defendant:

- a. cannot be located upon exercise of due diligence;
- b. has been placed beyond the jurisdiction of the Court;
- c. has been transferred or sold to, or deposited with a third party;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States to seek forfeiture of any other property of the defendant

up to the value of such property pursuant to Title 21, United States Code, Section 853(p), incorporated by reference in Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461.

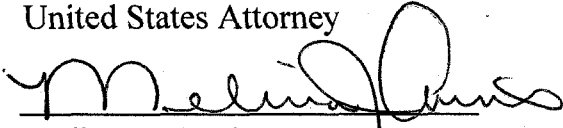
ORIGINAL SIGNATURE ON FILE

A TRUE BILL: _____

FOREPERSON OF THE GRAND JURY

DONALD J. DeGABRIELLE, JR.
United States Attorney

By:



Melissa J. Annis
Assistant United States Attorney