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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

H - 06 - 303

UNITED STATES OF AMERICA

*versus*

~~TED RUSSELL SCHWARTZ MURRAY~~  
~~DAVID ISAAC LAPIN~~  
JEFFREY CARL WIGGINTON, SR.

§ CRIMINAL NO.  
§  
§ Count 1: 18 U.S.C. § 371  
§ Conspiracy to Commit  
§ Mail Fraud and Securities Fraud  
§ Counts 2-8; 9-15  
§ 18 U.S.C. § 1341 and 2  
§ Mail Fraud  
§ Counts 16-20:  
§ 15 U.S.C. § 78j(b) and 2  
§ Securities Fraud  
§ Counts 21-24:  
§ 18 U.S.C. § 1957 and 2  
§ Money Laundering

INDICTMENT

The Grand Jury charges:

COUNT ONE

[Conspiracy - 18 U.S.C. § 371]

I. Introduction

At all times material to this indictment:

*Defendants:*

1. **Ted Russell Schwartz Murray** was a resident of Houston, Texas licensed to practice law in Texas, and he was also a licensed mortgage broker in Texas and Florida.
2. **David Isaac Lapin** was a resident of Houston, Texas registered as a dealer in securities by the National Association of Securities Dealers and was licensed to buy and sell securities.

3. **Jeffrey Carl Wigginton, Sr.** was a resident of Houston, Texas registered as a securities dealer by the National Association of Securities Dealers and was licensed to buy and sell securities.

*Organizations and Entities:*

4. **Money Mortgage Corporation of America [MMCOA]** was a corporation chartered by the State of Texas and owned by Ted Russell Schwartz Murray. MMCOA later became affiliated with Premiere Holdings of Texas, LLC. MMCOA was a mortgage-origination firm specializing in first lien residential loans and first lien commercial loans to sub-prime borrowers.

5. **Lapin and Wigginton Asset Management LLC [LWAM]** was a limited liability corporation chartered by the State of Texas in or about 1996 and owned by David Isaac Lapin and Jeffrey Carl Wigginton, Sr. LWAM later became a Limited Partnership. Mr. Lapin was also President of Lapin & Wigginton Asset Management, LLC, [LWAM] which later became Lapin and Wigginton Asset Management Limited Partnership [LP] on November 1, 1999. Mr. Wigginton was Vice President, Secretary and Compliance officer for LWAM.

6. **Lapin and Wigginton Funding, Inc. [LWFI]** was a corporation chartered in the State of Texas by David Isaac Lapin and Jeffrey Carl Wigginton, Sr. Mr. Lapin was also President of LWFI, which became Lapin and Wigginton Funding Limited Partnership, LP.

7. **Premiere Holdings of Texas LLC [Premiere]** was a Limited Liability Corporation chartered in the State of Texas which later became a Limited Partnership (LP). On November 1, 1999, Premiere Holdings of Texas LLC changed to Premiere Holdings of Texas LP, and it was the vehicle through which defendants offered the Premiere 72 Mortgage Program, a mortgage loan investment program. In November 1999, Premiere was restructured and Ted Russell Schwartz Murray held ownership interest of 69.3%, David Isaac Lapin held ownership interest of 24.75%, and

Jeffery Carl Wigginton, Sr. held ownership interest of 4.95%, and the remaining 1% interest was owned by Premiere Holdings of Texas GP, LLC.

## II. The Object of the Conspiracy

8. It was the object of the conspiracy for the defendants to promote, market, and sell to investors by false representations and promises, unregistered security interests in a mortgage loan program through which the defendants enriched themselves by concealing fees and failing to disclose material facts to investors.

## III. The Conspiracy

9. From about on or before March 1996, and continuing through about December 2001, in the Houston Division of the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY**

**DAVID ISAAC LAPIN and**

**JEFFREY CARL WIGGINTON, SR.**

defendants herein, and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree, to commit the following offenses against the United States:

a. to knowingly devise a scheme and artifice to defraud and for obtaining money and property, by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing said scheme and artifice, and attempting to do so, placed and caused to be placed in a post office or authorized depository for mail matter, any matter or thing to be sent and delivered by the United States Postal Service, or other private mail carrier, in violation of Title 18, United States Code, Section 1341; and

b. to willfully and knowingly, by use of means and instrumentalities of interstate commerce and mails, directly and indirectly use and employ manipulative and deceptive devices and contrivances in connection with the purchase and sale of securities in contravention of the Rules and Regulations promulgated by the United States Securities and Exchange Commission, and did (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in light of the circumstance under which they were made, not misleading, and (c) engage in acts, practices, and a course of business which would and did operate as a fraud and deceit upon persons in connection with the purchase and sale of a security, in violation of Title 15, United States Code, Section 78j(b) and 17 C.F.R. 240.10b-5.

#### **IV. Manner and Means of the Conspiracy**

10. It was a part of the conspiracy that defendants would and did cause Money Mortgage Corporation of America [MMCOA] to originate residential and commercial mortgage loans.
11. It was further a part of the conspiracy that the defendants would and did cause LWAM to enter into a loan funding agreement with MMCOA, through which LWAM agreed to provide client funds to be used to fund first-lien mortgage notes of MMCOA's borrowers.
12. It was further a part of the conspiracy that defendants would and did cause the creation of LWFI (later changed to Lapin and Wigginton Funding, LP) for the purpose of handling a mortgage loan investment program known as the Premiere 72 Mortgage Program, or the "P72" Program.
13. It was further a part of the conspiracy that defendants would and did cause LWAM to merge with MMCOA into a newly formed holding company, Premiere Holdings of Texas LLC (later Premiere Holdings of Texas, LP).

14. It was further a part of the conspiracy that on or about November 1, 1999, defendants would and did cause Premiere Holdings of Texas, LP to become the parent company, and Money Mortgage, Ltd. and Lapin and Wigginton, Ltd. to become subsidiaries, doing business as Premiere Holdings of Texas, LP.

15. It was further a part of the conspiracy that through MMCOA, the defendants would and did specialize in offering sub-prime first lien residential mortgages.

16. It was further a part of the conspiracy that the defendants, through MMCOA, in conjunction with LWFI, would and did expand to larger and more risky commercial loans and sold fractionalized interests in partnerships with multiple investors to fund these larger loans.

17. It was further a part of the conspiracy that as the size and number of Premiere mortgage loans increased, the defendants would and did create partnerships to accommodate multiple investors in individual loans. The commercial loans were settled and closed in the name of limited partnerships, but no partnership documents were created at the time to inform investors of the terms of their investments when the partnership loans were made.

18. It was further a part of the conspiracy that from on or about January 1, 1999, until about September 2001, the defendants, doing business as Premiere Holdings of Texas, advertised their investment program by radio and television, and represented to potential investors that the program included first lien investments, 72 hour liquidity, 12% interest and 70% loan to value ratio.

19. It was further a part of the conspiracy that the defendants, Ted Russell Schwartz Murray and David Isaac Lapin, would and did approach potential investors in Nevada and Arizona for the purpose of soliciting money, assuring these potential investors high yields on their investments, and promising these potential investors that their principal investment had little or no risk and was fully

refundable within 72 hours, "no questions asked."

20. It was further a part of the conspiracy that the defendants would and did hold seminars at the Houston Racquet Club on a regular basis to offer prospective investors the opportunity to invest in the Premiere 72 Mortgage Program which promised 12% interest, 72 hour liquidity, discounted loan to value ratios and first liens on the real estate securing the loans.

21. It was further a part of the conspiracy that the defendants would and did advertise the investment in the Premiere 72 Mortgage Program to be as safe as low risk bonds or certificates of deposit

22. It was further a part of the conspiracy that the defendants would and did inform potential investors, both orally and in written materials at seminars and in other meetings, their funds would be invested in first-lien real estate mortgages with a 70% loan-to-value ratio on loans made to borrowers with investor funds.

23. It was further a part of the conspiracy that the defendants failed to advise potential investors that numerous defaults had previously occurred on loans made through the Premiere 72 Loan Program.

24. It was further a part of the conspiracy that defendants placed investor funds into loans which had already defaulted.

25. It was further a part of the conspiracy that the defendants would and did conceal and fail to disclose to potential investors that Premiere Holdings would be paid a 20-25% fee off the top of investors funds used to fund real estate loans which made it more difficult for investors to receive returns on their investments.

26. It was further a part of the conspiracy that the defendants would and did use investor funds

to pay purported "interest" payments to investors to continue to conceal the fact that payments were made from investors' funds and not from true interest earned on investments.

27. It was further a part of the conspiracy that the defendants would and did misappropriate new investor funds to pay purported "interest" to previous investors.

28. It was further a part of the conspiracy that the defendants would and did lull investors by mailing monthly account statements which purported to show successful investments, when in fact, the investments did not perform as represented by defendants in the account statements.

29. It was further a part of the conspiracy that in order to obtain additional funding, defendants would and did cause Premiere to offer and sell \$10 million dollars in unsecured notes paying 14% interest in a program called the Permanent Facility Fund (PFF). Investors were asked to keep the money invested for one year, but the proceeds were misappropriated for purposes such as:

- a. Advancing payments disguised as "interest" to conceal loans in default.
- b. Advancing monies in the amount of the loss to mortgage holders on a defaulted mortgage.
- c. Investing in loans (margin) to day traders.
- d. Paying expenses to investors where third party sales proceeds did not allow the individual investor to fully recover their investment.
- e. Advancing monies for repair of foreclose properties.
- f. Purchasing real estate from investors expected to sell in 60 to 90 days.
- g. Paying bonuses to defendants Murray, Lapin, and Wigginton in the amount of \$500,000.

30. It was further a part of the conspiracy that the defendants would and did tell investors and prospective investors that Premiere was financially strong, when in fact, defendants well knew at the time that many of the loans were in default.

31. It was further a part of the conspiracy that as the number of defaulted loans increased, defendants failed to notify investors that loans were in default and continued to pay purported

“interest” on defaulted loans.

32. It was further a part of the conspiracy that the defendants would and did accept additional new investors into the Premiere 72 Program in August and September 2001, knowing defendants were considering filing bankruptcy, and in fact, did file bankruptcy on October 2, 2001.

33. It was further a part of the conspiracy that defendants would and did receive funds totaling in excess of \$200,000,000 from at least 538 investors to be invested in loans.

34. It was further a part of the conspiracy that defendants would and did misappropriate investor money and funds to pay exorbitant fees with which defendants enriched themselves and used for gambling trips to casinos, to purchase residences, automobiles, and other assets.

#### **Overt Acts**

35. On or about the dates below, the defendants committed the following overt acts in furtherance of the conspiracy in the Southern District of Texas and elsewhere:

<u>No.</u>	<u>Date</u>	<u>Overt Act</u>
1	7/2/1999	Money Mortgage Corporation of America and Lapin & Wigginton caused a letter to be prepared and sent to the State Securities Board seeking an opinion on the residential loan program when in fact, they were phasing out the residential loan program and expanding the commercial loan program.
2	10/28/1999	Jeffrey Wigginton sent a letter to the Securities and Exchange Commission misrepresenting Premiere 72 as a first-lien real estate mortgage program.
3	1/13/2000	David Lapin invested the funds of The Shepherd's Church and E.Z. and Lena Jones into the Terramar Bay loan after the loan had already defaulted.
4	6/2000	David Lapin falsely represented to Stephen Reichek that there had never been a default on the commercial loans, all of the loans were first lien loans, and the loans had a loan to value ratio of at least 70%.



- 5            11/28/2000            David Lapin, as agent for Buckeye Mortgage LP, signed a loan Agreement and an Inter-creditor Agreement placing Buckeye Mortgage in a subordinate lender position with no lien on the real estate being financed.
- 6            11/28/2000            David Lapin signed an Agreement of Limited Partnership for Buckeye Mortgage LP stating the purpose of the partnership is to invest in first lien commercial loans.
- 7            12/29/2000            David Lapin & Jeff Wigginton placed \$253,000 of investor Jim Forrest's IRA funds into a loan knowing the lender did not have a first lien on the property to secure the loan.
- 
- 8            2/15/2001            David Lapin signed an Appointment of Substitute Trustee document for the proposed Pin Oak Funding (Pine Lakes) foreclosure but did not inform investors of the pending foreclosure.
- 9            4/10/2001            Ted Murray mailed Roy Green several Premiere 72 Program packages for Green's use in soliciting Premiere 72 Program clients for Premiere.
- 10           4/18/2001            Ted Murray falsely represented to David and Karen Shaw that all of the loans were first lien loans.
- 11           4/2001                Ted Murray traveled to Scottsdale, Arizona to meet with prospective investors to solicit investments in the Premiere 72 Mortgage Loan Program.
- 12           5/18/2001            David Lapin invested E.Z. and Lena Jones' personal funds into the Flint Mortgage loan after the loan had defaulted.
- 13           6/12/2001            Ted Murray issued checks to Roy Green and Dan Napier in the amounts of \$4,000 each for their involvement in Vince Coleman's \$400,000 investment with Premiere Holdings.
- 14           9/11/2001            David Lapin placed funds for investment from Edward Cepiel into the French Estates loan knowing the loan was in default.
- 15           10/1/2001            David Lapin placed funds from Joseph Harf into Pin Oak Funding knowing the loan was in default.

[In violation of Title 18, United States Code, Sections 371 and 2]

**COUNTS 2-8**

[Mail Fraud, 18 U.S.C. § 1341 and 2]

**Introduction**

36. The Grand Jury hereby adopts, re-alleges and incorporates by reference herein all the allegations set forth in Paragraphs 1 - 7 of Count One of this Indictment.

**The Scheme and Artifice to Defraud**

37. Beginning no later than January of 1999, the exact date being unknown to the Grand Jury, and continuing through on or about October 26, 2001, in the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFREY CARL WIGGINTON, Sr.,**

defendants herein, each aided and abetted by the other and by others known and unknown to the grand jury, did knowingly devise and intend to devise a scheme and artifice to defraud and for obtaining money and property from others by means of materially false and fraudulent material pretenses, representations and promises.

**The Manner and Means of the Scheme to Defraud**

38. Among the manner and means by which the defendants sought to accomplish and did accomplish the purpose of the scheme to defraud were the acts set forth in paragraphs 10 through 34 of Count One of the Indictment, hereby re-alleged and incorporated by the Grand Jury as if fully set forth in these Counts of the Indictment.

**Execution of the Scheme to Defraud**

39. On or about the dates set forth below,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFREY CARL WIGGINTON, Sr.,**

defendants herein, each aided and abetted by the other and by others known and unknown to the grand jury, for the purpose of executing and attempting to execute the afore mentioned scheme to defraud, and to obtain money and property by false pretenses, representations and promises, knowingly placed or caused to be placed for delivery by the United States Postal Service, or other commercial mail carriers according to the directions thereon, letters evidencing investor ownership of loans addressed to private investors in Houston, Texas, and elsewhere, as further indicated below:

<b>COUNT</b>	<b>DATE OF MAILING</b>	<b>INVESTOR</b>	<b>LENDING PARTNERSHIP</b>	<b>UNDISCLOSED FACT</b>
2	8/31/2001	David Carp	Savannah Lending Group	Default 3/1/01
3	9/11/2001	Edward Cepiel	Spring Branch Town homes LP	Foreclosed 5/2/00
4	10/26/2001	Jim C. Forrest	1634 Lenders, LP.	Default 9/1/01
5	9/13/2001	Gary Grant	Timmons Lending Group, LP.	Default 8/1/01
6	9/10/2001	Dr. Joseph Harf	Chesterfield Mortgage, LP.	Default 6/30/01
7	9/4/2001	Stephen Perel	Kaufman Family Ltd. Partnership	Default 6/22/98
8	9/10/2001	Stephen Kellison	Buckeye Mortgage, LP	Not a first lien

[In violation of Title 18, United States Code, Sections 1341 and 2.]

## COUNTS 9-15

[Mail Fraud, 18 U.S.C. §§ 1341 and 2]

### Introduction

40. The Grand Jury hereby adopts, re-alleges and incorporates by reference herein all the allegations set forth in Paragraphs 1 - 7 of Count One of this Indictment.

### The Scheme and Artifice

41. Beginning no later than January 1999, the exact date being unknown to the Grand Jury, and continuing through on or about October 26, 2001, in the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFREY CARL WIGGINTON, SR.,**

defendants herein, each aided and abetted by the other and by others known and unknown to the grand jury, did knowingly devise and intend to devise a scheme and artifice to defraud and for obtaining money and property from others by means of materially false and fraudulent material pretenses, representations and promises.

### The Manner and Means of the Scheme to Defraud

42. Among the manner and means by which the defendants sought to accomplish and did accomplish the purpose of the scheme to defraud were the acts set forth in paragraphs 10 through 34 of Count One of the Indictment, hereby re-alleged and incorporated by the Grand Jury as if fully set forth in these Counts of the Indictment.

### Execution of the Scheme to Defraud

43. On or about the dates set forth below,

TED RUSSELL SCHWARTZ MURRAY,

DAVID ISAAC LAPIN, and

JEFFREY CARL WIGGINTON, Sr.,

defendants herein, each aided and abetted by the other and by others known and unknown to the grand jury, for the purpose of executing and attempting to execute the aforementioned scheme to defraud, and to obtain money and property by false pretenses, representations and promises, knowingly placed or caused to be placed for delivery by the United States Postal Service, or other commercial mail carriers according to the directions thereon, client account statements addressed to investors which failed to disclose the fact that certain loans were in default or foreclosure, as further indicated below:

COUNT	STATEMENT DATE	INVESTOR	UNDISCLOSED DEFAULTS/ FORECLOSURE LOANS
9	9/1/2001	Mike Atlas	Terramar Bay Leisure Lakes Midtown Mortgage Flint Mortgage Buckeye Mortgage Chesterfield Mortgage South Texas
10	9/20/2001	Robert Cooper	Pin Oak Mortgage Ranger Mortgage Buckeye #8 Chesterfield #9
11	10/1/2001	Dr. Joseph Harf	1634 Lenders Flint Mortgage Pin Oak Funding

12	9/1/2001	EZ and Lena Jones	Galveston Lot 7 French Estates Terramar Bay Flint Mortgage Flint Mortgage #4 SAH Mortgage E Buckeye Mortgage
13	9/1/2001	The Shepherd's Church	Castle Court Terramar Bay
14	9/1/2001	Mike McWatters	Terramar Bay Superior Mortgage Flint Mortgage
15	9/1/2001	Greg Wallace	Pin Oak Funding Superior Mortgage Pin Oak Funding

[In violation of Title 18, United States Code, Sections 1341 and 2.]

**COUNTS 16-20**

[Securities Fraud, Title 15 U.S.C. § 78j(b)]

**Introduction**

44. The Grand Jury hereby adopts, re-alleges and incorporates herein all of the allegations set forth in paragraphs 1 - 7 of Count One of this indictment.

**The Scheme and Artifice**

45. Beginning no later than January of 1999, the exact date being unknown to the Grand Jury, and continuing through on or about October 26, 2001, in the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFREY CARL WIGGINTON, SR.,**

defendants herein, each aided and abetted by the other and by others known and unknown to the grand jury, did knowingly, by the use of the mails, did directly and indirectly use and employ manipulative and deceptive devices and contrivances in connection with the purchase and sale of a security, and did (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in light of the circumstance under which they were made, not misleading, and (c) engage in acts, practices and a course of business which would operate as a fraud and deceit upon persons in connection with the purchase and sale of securities.

**The Manner and Means of the Scheme to Defraud**

46. Among the manner and means by which the defendants sought to accomplish and did accomplish the purpose of the scheme to defraud were the acts set forth in paragraphs 10 through 34 of Count One of the Indictment, hereby re-alleged and incorporated by the Grand Jury as if fully set forth in these Counts of the Indictment.

**Execution of the Scheme to Defraud**

47. Beginning no later than January 1999, and continuing to on or about October 26, 2001, the exact dates being unknown to the Grand Jury, in the Houston Division of the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFERY CARL WIGGINTON, SR.,**

defendants herein, aided and abetted by others known and unknown to the Grand Jury, unlawfully, knowingly, and willfully, by the use of the mails, did directly and indirectly use and employ

manipulative and deceptive devices and contrivances in connection with the purchase and sale of a security, and to (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in light of the circumstance under which they were made, not misleading, and (c) engage in acts, practices and a course of business which would operate as a fraud and deceit upon persons in connection with the purchase and sale of securities, as further described below:

<u>COUNT</u>	<u>DATE</u>	<u>SECURITIES FRAUD</u>
16	8/31/01	The defendants purchased a limited partnership interest in Grand Island Mortgage, LP (Grand Mission) for the Fleishman Family Trust in the amount of \$309,758.84 which investment was not secured by a first lien on the property.
17	9/4/01	The defendants purchased a limited partnership interest in Buckeye Mortgage, LP (Bayside Promenade) for Robert Cooper in the amount of \$53,914.96, which investment was not secured by a first lien on the property.
18	9/10/01	The defendants purchased a limited partnership interest in Buckeye Mortgage, LP (Bayside Promenade) for Stephen Kellison in the amount of \$100,000 which investment was not secured by a first lien on the property loan.
19	9/4/01	The defendants purchased a limited partnership interest in Galveston Lot 7 for Stephen Perel in the amount of \$10,000 knowing the loan had defaulted on 6/22/98.
20	9/10/01	The defendants purchased a limited partnership interest in Chesterfield Mortgage for Joseph Harf in the amount of \$50,000 knowing the loan had defaulted on 6/30/01.

[In violation of Title 15, United States Code, Sections 78j(b), 78ff and Title 18, United States Code, Section 2, and in contravention of Rule 10b-5 (17 C.F.R. Section 240.10b-5) of the Rules and Regulations promulgated by the United States Securities and Exchange Commission]



COUNTS 21-24

[Money Laundering, Title 18 U.S.C. § 1957]

46. The Grand Jury hereby adopts, re-alleges and incorporates by reference herein, all the allegations set forth in Count One of this Indictment.

47. From on or about January 1, 1999, and continuing to on or about October 26, 2001, the exact dates being unknown to the Grand Jury, in the Southern District of Texas, and elsewhere,

**TED RUSSELL SCHWARTZ MURRAY,**

**DAVID ISAAC LAPIN, and**

**JEFFREY CARL WIGGINTON, SR.**

defendants, each aided and abetted by the other and by others known and unknown to the grand jury, did unlawfully and knowingly conduct and attempt to conduct monetary transactions in criminally derived funds, by and through a financial institution, affecting interstate commerce, involving monetary instruments, in that defendants caused money to be withdrawn from various investor bank accounts at Southwest Bank of Texas which contained money to be invested in the Premiere 72 Mortgage Loan Program and paid by wire or check to a payee as indicated below, in the Southern District of Texas, each such transaction constituting a separate count of this indictment:

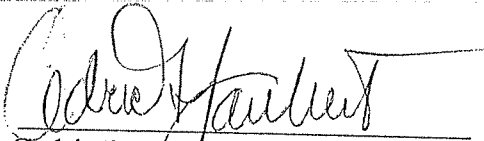
<u>COUNT</u>	<u>DATE</u>	<u>PAYEE</u>	<u>MONETARY TRANSACTION</u>
21	9/10/2001	Premiere Holdings of Texas LP For Ann Kaufman	\$100,000
22	9/10/2001	Premiere Holdings of Texas LP For Jack & Virginia Wigginton	\$125,000
23	9/11/2001	Premiere Holdings of Texas LP For Herman Lapin	\$80,000
24	9/11/2001	Premiere Holdings of Texas LP For Herman Lapin	\$185,000

[In violation of Title 18, United States Code, Sections 1957 and 2.]

A TRUE BILL:

ORIGINAL SIGNATURE  
ON FILE WITH THE CLERK  
FOREPERSON OF THE GRAND JURY

DONALD J. DeGABRIELLE, JR.  
UNITED STATES ATTORNEY

  
Cedric L. Joubert  
Assistant United States Attorney