

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 14-170

(Executive Order of Suspension)

WHEREAS, Marie Lucie Tondreau ("Tondreau"), is presently serving as Mayor for the City of North Miami, Florida; and

WHEREAS, on May 15, 2014, the Grand Jury for the United States Southern District of Florida returned an indictment charging Tondreau with one count of conspiracy to commit wire fraud in violation of Title 18, United States Code, section 1349, and four counts of wire fraud affecting a financial institution, Title 18, United States Code, section 1343; and

WHEREAS, violations of Title 18, United States Code, section 1349, and Title 18, United States Code, section 1343, constitute felonies; and

WHEREAS, section 112.51, Florida Statutes, provides that the Governor may suspend from office any elected municipal officer who is arrested for a felony; and

WHEREAS, it is in the best interests of the residents of the City of North Miami, and the citizens of the State of Florida, that Tondreau be immediately suspended from the public office, which she now holds, upon the grounds set forth in this executive order;

NOW, THEREFORE, I, RICK SCOTT, Governor of Florida, pursuant to section 112.51, Florida Statutes, find as follows:

- A. Tondreau is, and at all times material was, Mayor for the City of North Miami, Florida.
- B. The office of Mayor for the City of North Miami, Florida, is within the purview of the suspension powers of the Governor, pursuant to section 112.51, Florida Statutes.

C. This suspension is predicated upon the attached indictment, which alleges that Tondreau committed acts constituting felonies, in violation of the laws of the United States. The indictment is incorporated as if fully set forth in this Executive Order.

BEING FULLY ADVISED in the premises, and in accordance with the Constitution and the laws of the State of Florida, this Executive Order is issued, effective immediately:

Section 1. Marie Lucie Tondreau is suspended from the public office, which she now holds, to wit: Mayor for the City of North Miami, Florida.

Section 2. Marie Lucie Tondreau is prohibited from performing any official act, duty, or function of public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of public office during the period of this suspension, which period shall be from today, until a further Executive Order is issued or as otherwise provided by law.

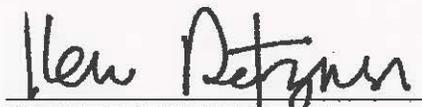


IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 20th day of May, 2014.



RICK SCOTT, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2014 MAY 20 PM 4:01
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. **14-20349**

CR-SCOLA

VALLE

18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 981(a)(1)(C)
18 U.S.C. § 2

UNITED STATES OF AMERICA

vs.

KARL ORESTE,
MARIE LUCIE TONDREAU,
a/k/a "Lucie Tondreau,"
OKECHUKWU JOSIAH ODUNNA,
a/k/a "O.J. Odunna," and
KELLY AUGUSTIN,

Defendants.

INDICTMENT

FILED by *[Signature]* D.C.
MAY 15 2014
STEVEN M. LARIMORE
CLERK U. S. DIST. CT.
S. D. of FLA. - MIAMI

Certified to be a true and correct copy of the document on file
Steven M. Larimore, Clerk,
U. S. District Court
Southern District of Florida
By *[Signature]* Deputy Clerk
Date *5-20-14*

The Grand Jury alleges that:

GENERAL ALLEGATIONS

At various times relevant to this Indictment:

1. KMC Mortgage Corporation of Florida (hereinafter "KMC Mortgage Corporation") was a Florida corporation incorporated on August 26, 2004, with its principal place of business listed as 633 NE 167th Street, Suite 901, North Miami Beach, Florida 33162. KMC Mortgage Corporation was a mortgage lender business which originated mortgage loans and packaged and submitted mortgage applications and related documents to lenders for funding.

2. Direct Title & Escrow Services, Inc. (hereinafter "Direct Title") was a Florida corporation incorporated on June 5, 2006, with its principal place of business listed as 2506 West Oakland Park Boulevard, Fort Lauderdale, FL 33311. Direct Title was responsible for preparing

settlement statements, issuing title commitments, disbursing mortgage proceeds, and ensuring that relevant paperwork was properly completed for real estate closings.

3. O.J. Odunna, P.A. was a Florida corporation incorporated on July 6, 2004, with its principal place of business listed as 7491 West Oakland Park Boulevard, 2nd Floor, Lauderdale, FL 33319. O.J. Odunna, P.A. conducted closings on real estate transactions and was responsible for preparing settlement statements, issuing commitment letters, disbursing mortgage proceeds, and ensuring that relevant paperwork was properly completed for real estate closings.

4. JR Investment and Mortgage Corporation was a Florida corporation incorporated on July 28, 2003, with its principal place of business listed as 633 NE 167th Street, 901C, North Miami Beach, FL 33162.

5. LTO Investment Corporation was a Florida corporation incorporated on March 31, 2006, with its principal place of business listed as 633 NE 167th Street, 901, North Miami Beach, FL 33162.

6. Defendant **KARL ORESTE** was a resident of Miami-Dade County, Florida. **ORESTE** was the president of KMC Mortgage, JR Investment and Mortgage Corporation and LTO Investment Corporation. **ORESTE** hosted several radio show programs in the South Florida area which advertised residential loans offered by KMC Mortgage. **ORESTE** recruited straw borrowers to be used in the purchase of residential properties.

7. Defendant **MARIE LUCIE TONDREAU**, a/k/a "Lucie Tondreau," was a resident of Miami-Dade County, Florida, and was the vice president of LTO Investment Corporation. **TONDREAU** along with **ORESTE** hosted several radio show programs in the

South Florida area which advertised residential loans offered by KMC Mortgage. TONDREAU recruited straw borrowers to be used in the purchase of residential properties.

8. Defendant OKECHUKWU JOSIAH ODUNNA, a/k/a "O.J. Odunna," was a resident of Broward County, Florida. He was also an attorney licensed to practice in Florida from December 4, 2002, through January 21, 2010. ODUNNA was the president of O.J. Odunna, P.A. and director of Direct Title. ODUNNA was a closing agent who conducted real estate closings at Direct Title and O.J. Odunna P.A.

9. Defendant KELLY AUGUSTIN was a resident of Miami-Dade County, and was an employee of KMC Mortgage. ~~AUGUSTIN recruited straw borrowers to be used in the purchase of residential properties.~~

10. HSBC Mortgage Corporation was a residential mortgage lender and originator. Its headquarters were located at 2929 Walden Avenue, Depew, NY. HSBC Mortgage Corporation operated as a subsidiary of HSBC Bank, USA, N.A., a federally insured financial institution, as defined in Title 18, United States Code, Section 20.

11. National City Mortgage Company was a residential mortgage lender and originator. Its headquarters were located at 3232 Newmark Drive, Miamisburg, Ohio. National City Mortgage Company was a division of National City Bank of Indiana, a federally insured financial institution as defined in Title 18, United States Code, Section 20.

12. Wachovia Mortgage, FSB was a residential mortgage lender and originator. Wachovia Mortgage, FSB was a division of Wells Fargo Bank, N.A., fka World Savings Bank, and was a federally insured financial institution as defined in Title 18, United States Code, Section 20.

13. Argent Mortgage Company Argent Mortgage Company was a California corporation doing business as a mortgage lender throughout the United States, including the State of Florida.

14. First NLC Financial Services, LLC was a Florida corporation doing business as a mortgage lender throughout the United States, including in the State of Florida.

15. First Magnus Financial Corporation was an Arizona corporation doing business as a mortgage lender throughout the United States, including in the State of Florida.

16. WMC Mortgage Corporation was a California corporation doing business as a mortgage lender throughout the United States, including in the State of Florida.

17. Liberty Home Lending, Inc. was a Florida corporation doing business as a mortgage lender throughout the United States, including in the State of Florida.

PURCHASE AND SALE OF REAL ESTATE

18. Purchasers of residential property, commonly referred to as the borrower(s), frequently finance the purchase of real estate by obtaining a mortgage loan through a mortgage lender. The term "lenders" refers collectively to the mortgage lenders set forth in the preceding paragraphs 10 through 17, each of which extended mortgage loans and disbursed mortgage loan proceeds to fund the financing of residential properties in the State of Florida. The lender was often referred to as the "lien holder."

19. As part of the mortgage lending process, mortgage brokers, for a fee, fill out and submit to the lenders on behalf of the borrower, various forms necessary for the lender to consider in deciding whether to approve the loan. Among the customary forms are: the Uniform Residential Loan Application (Form 1003); the Request for Verification of Employment (Form

1005); the Request for Verification of Deposit (Form 1006); and other documents such as Lease Agreements and Letters of Explanation.

20. The term "mortgage" is used in the real estate industry to refer to a loan to finance the purchase of real estate property, usually with specific payment periods and interest rates, in which the borrower/mortgagor gave the lender/mortgagee a lien in the property as collateral for the loan. Generally, upon approval and prior to the closing of the loan, the lender will fund the loan by sending the funds by wire transfer to the bank account of the closing agency responsible for the closing. The closing agency is then responsible for disbursing these funds to the appropriate parties.

21. Once the loan is approved by the lender, a closing on the property is scheduled. At the closing, the closing agency responsible for the closing, acting for and on behalf of the mortgage lender, is required by the mortgage lender to prepare a Settlement Statement (hereinafter "HUD-1 Settlement Statement") showing the receipt and disbursement of all funds, that is, the funds paid in by the borrower, the funds furnished by the borrower's lender, the funds due to the seller and closing costs and expenses. The HUD-1 Settlement Statement also reflects the prorations, escrow deposits, the seller's mortgages to be paid off if applicable, and miscellaneous obligations to be paid off. The closing agency responsible for the closing will collect any additional funds due from the borrower at the closing and will disburse funds due to the seller and/or borrower. The borrower and seller will sign various legal documents at the closing, including the warranty deed, note, mortgage, occupancy affidavits, final Uniform Residential Loan Application (Form 1003), HUD-1 Settlement Statement, and lender disclosure documents. The closing agency responsible for the closing will then issue a final title insurance policy to the borrower and lender showing the new owner, legal description, mortgage amount and exceptions to the policy.

22. The closing agency responsible for the closing for the mortgage lender has a fiduciary responsibility to the mortgage lender to hold the borrowed loan funds in a trust/escrow bank account. The closing agency responsible for the closing, as a fiduciary, is required to collect all necessary funds, to disburse all funds to the appropriate parties and to account for all monies disbursed at closing. The closing agency responsible for the closing is obligated to adhere to the mortgage lender's closing instructions, and must obtain and send back to the mortgage lender, signed and executed documents that the lender requests, including the final HUD-1 Settlement Statement.

~~23. A straw borrower is an individual who allows his/her identity and credit to be used~~
to purchase property for another person, usually in exchange for a fee, in order to conceal the identity of the true purchaser or the true nature of the transaction.

24. The terms "good faith deposit" and "earnest money deposit" were used in the real estate industry to refer to the monetary obligation to be made by a party, usually the buyer, to indicate the buyer's intention to pursue a particular real estate property purchase, and in order for a closing on a particular real estate transaction to be completed.

25. "Cash-to-close" refers to the monetary obligations to be met by an individual, usually the buyer, in order for a closing on a particular real estate transaction to be completed.

COUNT 1
CONSPIRACY TO COMMIT WIRE FRAUD
(18 U.S.C. §1349)

1. Paragraphs 1 through 25 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around December 2005, and continuing through in or around May 2008, the exact dates being unknown to the Grand Jury, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**KARL ORESTE,
MARIE LUCIE TONDREAU,
a/k/a "Lucie Tondreau,"
OKECHUKWU JOSIAH ODUNNA,
a/k/a "O.J. Odunna," and
KELLY AUGUSTIN,**

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other, and others known and unknown to the Grand Jury, to commit an offense against the United States, that is, to knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and to knowingly transmit and cause to be transmitted by means of wire communication in interstate commerce any writings, signs, signals, pictures, and sounds, for the purpose of executing the scheme and artifice, and affecting a financial institution, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for the defendants, and their co-conspirators to unlawfully enrich themselves by, among other things: (a) using straw borrowers to purchase residential properties in Miami-Dade County, Florida; (b) submitting false and fraudulent loan applications and related documents to lending institutions, thereby inducing the lending institutions to make mortgage loans to straw borrowers for the purchase of residential properties; (c) causing mortgage lenders, in some transactions, to loan more money than they otherwise would have loaned by preparing and submitting to the lenders false and fraudulent HUD-1 Settlement

Statements that did not accurately reflect the purchase price of the properties and payments made by the borrower; and (d) diverting fraud proceeds for their personal use and benefit, and to further the fraud scheme.

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendants and their co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

4. **KARL ORESTE** identified residential properties in the Southern District of Florida for purchase through KMC Mortgage.

~~5. **KARL ORESTE** and **MARIE LUCIE TONDREAU** advertised residential loan~~
programs being offered by KMC Mortgage on local South Florida radio show programs. **ORESTE** and **TONDREAU** recruited and paid some of those listeners who responded to the advertisements, as well as other individuals, to pose as borrowers and ostensibly participate in the purchase of the selected properties. The straw borrowers, in exchange for a fee, allowed their identities and credit to be used by the conspirators to purchase property identified by **ORESTE**. Straw borrowers did not make down payments or bring the cash needed to close on transactions and understood that they would not be responsible for making monthly mortgage payments on the properties.

6. **KELLY AUGUSTIN** also recruited potential straw borrowers to be used in the purchase of residential properties identified by **KARL ORESTE** for purchase through KMC Mortgage.

7. Co-conspirators prepared and caused to be prepared on behalf of the straw borrowers fraudulent loan applications, which included false information relating to employment, wages, assets and intent to make the property being purchased a primary residence. These false

and fraudulent loan applications and documents were submitted by co-conspirators to various mortgage lenders throughout the United States.

8. In connection with the purchase of the properties, **KARL ORESTE, OKECHUKWU JOSIAH ODUNNA** and other co-conspirators knowingly prepared and caused to be prepared false and fraudulent HUD-1 Settlement Statements which, among other things, falsely and fraudulently represented to the mortgage lenders that the straw borrowers had met their down payment and cash to close obligations, when, in fact, the straw borrowers never made any such payments.

~~9. In connection with the purchase of certain of the properties, a co-conspirator~~
created multiple HUD-1 Settlement Statements for the same transaction. While one settlement statement was submitted to the mortgage lender (hereinafter the "lender HUD-1"), a second and different settlement statement was submitted to the seller (hereinafter the "seller HUD-1"). The lender HUD-1 reflected a higher purchase price than that reflected on the seller HUD-1 and was intended to conceal from the mortgage lender the actual purchase price and to induce the mortgage lender to fund the property loans at a higher value. In this way, the lender HUD-1 falsely and fraudulently misrepresented to the mortgage lender the purchase price of the property and how the loan proceeds were actually disbursed, including the amount of money that the seller received after the closing of the properties.

10. Once the mortgage loan applications were approved, the falsely and fraudulently obtained loan proceeds from the mortgage lending institutions would be wired in interstate commerce to Direct Title, O.J. Odunna, P.A. and other title companies for distribution at the closing of the residential sales transactions.

11. A portion of the funds from the falsely and fraudulently obtained loan proceeds were disbursed to JR Investment and Mortgage Corporation's bank accounts and other bank accounts controlled by **KARL ORESTE**, and to O.J. Odunna, P.A., and Direct Title accounts. In most instances, these disbursements were not reflected on the lender HUD-1 Settlement Statements.

12. **OKECHUKWU JOSIAH ODUNNA** used a substantial portion of the falsely and fraudulently obtained loan proceeds deposited into accounts controlled by him for his own personal use and benefit.

~~13. **KARL ORESTE** thereafter used the falsely and fraudulently obtained loan~~ proceeds held in JR Investment and Mortgage Corporation's bank accounts, and in other accounts owned and controlled by **ORESTE**, for his own personal use and benefit, and to further the fraud. On several occasions, **ORESTE** used the proceeds to pay recruiters, including **MARIE LUCIE TONDREAU** and **KELLY AUGUSTIN**, and to pay the straw borrowers, including E.P., M.J., Y.E., Y.J., K.A., L.D. and J.J. **ORESTE** also transferred a substantial portion of the funds to LTO Investment Corporation's bank accounts, which were controlled by **TONDREAU**.

14. Shortly after the closings on the real estate transactions, **KARL ORESTE** rented the properties to third parties despite representations in the loan applications that the properties were not for investment and would be the borrowers' primary residences. **MARIE LUCIE TONDREAU** collected the rent payments from the tenants and deposited these payments into LTO Investment Corporation's bank accounts.

15. **MARIE LUCIE TONDREAU** used the moneys deposited in LTO Investment Corporation's bank accounts, whether from rents or from JR Investment and Mortgage Corporation, to make payments on the falsely and fraudulently obtained mortgages in order to

maintain the loans, and to conceal and further the fraud. TONDREAU also used a portion of the funds deposited into LTO Investment Corporation's bank accounts for her own personal use and benefit.

16. KELLY AUGUSTIN also made payments on the falsely and fraudulently obtained mortgage loans in order to maintain the loans, and to conceal and further the fraud. AUGUSTIN also used a portion of the loan proceeds for his own personal use and benefit.

17. Over the course of the conspiracy, the defendants fraudulently obtained loans on approximately twenty (20) properties, for which the lenders have suffered losses in the amount of approximately \$8,000,000.00.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2-7
WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION
(18 U.S.C. §§1343 and 2)

1. Paragraphs 1 through 12 and 19 through 25 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around December 2005, and continuing through in or around May 2008, the exact dates being unknown to the grand jury, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

KARL ORESTE,
MARIE LUCIE TONDREAU,
a/k/a "Lucie Tondreau,"
OKECHUKWU JOSIAH ODUNNA,
a/k/a "O.J. Odunna," and
KELLY AUGUSTIN,

did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and did

knowingly transmit and cause to be transmitted by means of wire communications in interstate commerce, certain writings, signs, signals, pictures or sounds, for the purpose of executing the scheme and artifice, and affecting a financial institution.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendants and their accomplices to unlawfully enrich themselves by, among other things: (a) using straw borrowers to purchase and finance residential properties in Miami-Dade and Broward Counties, Florida; (b) submitting false and fraudulent loan applications and related documents to lending institutions, ~~thereby inducing the lending institutions to make mortgage loans to straw borrowers for the~~ purchase of residential properties; (c) causing mortgage lenders, in some transactions, to loan more money than they otherwise would have loaned by preparing and submitting to the lenders false and fraudulent HUD-1 Settlement Statements that did not accurately reflect the purchase price of the properties and payments made by borrowers; and (d) diverting fraud proceeds for their personal use and benefit, and to further the fraud scheme.

SCHEME AND ARTIFICE

4. Paragraph 4 through 16 of the Manner and Means sections of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

USE OF THE WIRES

5. On or about the dates specified as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, as specified below, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, did knowingly

transmit and cause to be transmitted in interstate commerce by means of wire communication certain writings, signs, signals, picture, and sounds as more particularly described below:

COUNT	APPROX. DATE	DEFENDANTS	DESCRIPTION OF WIRE COMMUNICATION
2	June 9, 2006	KARL ORESTE and MARIE LUCIE TONDREAU	Wire transfer in the amount of \$277,501.34 from National City Bank of Indiana, in Miamisburg, Ohio, to Land Star Title, Inc.'s First Southern Bank account # xxxxxxxx306 in the Southern District of Florida, relating to M.J.'s loan for property located at 16325 NE 6 th Avenue, North Miami Beach, FL 33162
3	June 9, 2006	KARL ORESTE and MARIE LUCIE TONDREAU	Wire transfer in the amount of \$69,548.06 from National City Bank of Indiana, in Miamisburg, Ohio, to Land Star Title, Inc.'s First Southern Bank account # xxxxxxxx306 in the Southern District of Florida, relating to M.J.'s loan for property located at 16325 NE 6 th Avenue, North Miami Beach, FL 33162
4	August 14, 2006	KARL ORESTE, OKECHUKWU JOSIAH ODUNNA and KELLY AUGUSTIN	Wire transfer in the amount of \$400,733.17 from HSBC Mortgage Corporation in Depew, New York, to Direct Title & Escrow Services, Inc.'s Colonial Bank account xxxxxx877 in the Southern District of Florida, relating to L.D.'s loan for property located at 216 NW 100 th Street, Miami, FL 33150
5	August 14, 2006	KARL ORESTE, OKECHUKWU JOSIAH ODUNNA and KELLY AUGUSTIN	Wire transfer in the amount of \$99,991.80 from HSBC Mortgage Corporation in Depew, New York, to Direct Title & Escrow Services, Inc.'s Colonial Bank account 80xxxxx877 in the Southern District of Florida, relating to L.D.'s loan for property located at 216 NW 100 th Street, Miami, FL 33150

6	August 25, 2006	KARL ORESTE, MARIE LUCIE TONDREAU and OKECHUKWU JOSIAH ODUNNA	Wire transfer in the amount of \$640,564.41 from HSBC Mortgage Corporation in Depew, New York, to Direct Title & Escrow Services, Inc.'s Colonial Bank account xxxxxx877 in the Southern District of Florida, relating to E.P's loan for property located at 9906 N. Miami Ave., Miami Shores, FL 33150
7	August 25, 2006	KARL ORESTE, MARIE LUCIE TONDREAU and OKECHUKWU JOSIAH ODUNNA	Wire transfer in the amount of \$160,070.37 from HSBC Mortgage Corporation in Depew, New York, to Direct Title & Escrow Services, Inc.'s Colonial Bank account xxxxxx877 in the Southern District of Florida, relating to E.P's loan for property located at 9906 N. Miami Ave., Miami Shores, FL 33150

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

FORFEITURE

1. The allegations of this Indictment are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which one or more of the defendants has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1343, or a conspiracy to commit such offense, as alleged in this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), as incorporated by Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to such violation.

3. The property subject to forfeiture includes, but is not limited to, the following:

(a) The sum of \$4,691,568.55 in United States currency, which amount is equal

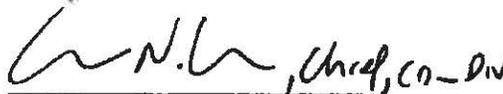
to the proceeds traceable to the commission of the violations alleged in this Indictment, which the United States will seek as a forfeiture money judgment as part of each defendant's sentence; and

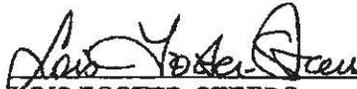
(b) The real property located at 940 NW 206th Street, Miami Gardens, Miami-Dade County, Florida 33169, together with all furniture, fixtures, attachments and appurtenances therein and thereon, which is titled in the name of **KARL ORESTE** and M.L.

All pursuant to Title 28, United States Code, Section 2461(c); Title 18, United States Code, Section 981(a)(1)(C); and the procedures set forth at Title 21, United States Code, Section 853.

A TRUE BILL

~~FOREPERSON~~


WIFREDO A. FERRER
UNITED STATES ATTORNEY


LOIS FOSTER-STEERS
ASSISTANT UNITED STATES ATTORNEY