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SECURITIES AND EXCHANGE COMMISSION
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MAY 26 2015
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May 22, 2015

VIA UPS NEXT DAY AIR

The Honorable Brent J. Fields
Secretary
Securities and Exchange Commission
100 F. Street, N.E. - Mail Stop 8626
Washington D.C. 20549

Re: In the Matter of David R. Wulf (Admin. Proc. File No. 3-16374)

Dear Mr. Fields:

Enclosed please find the original and three copies of the Division of Enforcement's Renewed Motion for Summary Disposition against Respondent David R. Wulf, the Memorandum of Law in Suppport of the Division's Motion, with exhibits, and the related Certificate of Service in the above-referenced matter.

Respectfully submitted,

Jonathan S. Polish

Enclosures

cc: Hon. James E. Grimes
(via UPS with enclosures)

David R. Wulf
(via certified mail with enclosures)

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of **DAVID R. WULF** **Respondent**	**THE DIVISION OF ENFORCEMENT'S RENEWED MOTION FOR SUMMARY DISPOSITION AGAINST RESPONDENT DAVID R. WULF**

The Division of Enforcement hereby respectfully renews its motion for summary disposition against Respondent David R. Wulf, pursuant to Rule 154 and Rule 250 of the Commission's Rules of Practice.

In support of its motion, the Division submits its memorandum of law and exhibits. As is demonstrated in the Division's papers, Wulf has been convicted of eighteen crimes involving fraud, including mail fraud; Wulf was associated with an investment adviser and a dually-registered firm during the time of his crimes; Wulf committed his crimes during a span of almost 15 years; Wulf caused over $400,000,000 of harm to clients; and the jury in Wulf's criminal case specifically found that he acted with intent to defraud.

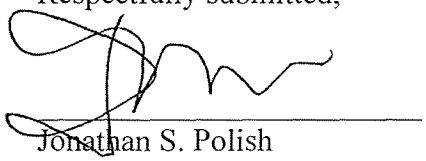
Under longstanding Commission precedent, summary disposition is appropriate in follow-on proceedings based on fraud convictions. Also under longstanding Commission precedent, absent extraordinary circumstances, a bar is the remedy called for in the public interest in follow-on proceedings involving fraud.

For these reasons, as more fully discussed in the Division's motion papers, the Division respectfully asks that it be granted summary disposition against Respondent Wulf, and that Wulf

be barred from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or NRSRO, and from participating in any offering of a penny stock.

Dated: May 22, 2015

Respectfully submitted,



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UNITED STATES OF AMERICA

Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of

DAVID R. WULF

Respondent

DIVISION OF ENFORCEMENT'S MEMORANDUM OF LAW IN SUPPORT OF ITS RENEWED MOTION FOR SUMMARY DISPOSITION AGAINST RESPONDENT DAVID R. WULF

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INTRODUCTION

The Division of Enforcement ("Division") submits this memorandum of law in support of its Renewed Motion for Summary Disposition against Respondent David R. Wulf ("Wulf") under Rule 250 of the Commission's Rules of Practice ("Motion"). On August 22, 2013, a federal jury in the Eastern District of Missouri found Wulf guilty on eighteen counts of mail fraud, wire fraud, bank fraud, wire fraud affecting a financial institution, conspiracy to commit mail fraud affecting a financial institution, conspiracy to commit wire fraud affecting a financial institution and conspiracy to commit wire fraud, mail fraud and bank fraud in violation of 18 U.S.C. §§ 1343, 1344, and 1349. *See* U.S. v. Sutton et al., Case No. 4:09-cr-00509-JCH-6 (E.D. Mo.) ("District Court"). Wulf's criminal conviction stemmed entirely from his activities as an investment adviser between approximately 1992 and 2008. During the period of his misconduct, Wulf was associated both with a registered investment adviser and a dually registered firm.

Wulf's fraud-based crimes were egregious. Wulf knowingly caused numerous investors and institutions to suffer over $400 million in losses. Wulf's sentence demonstrates the magnitude of his malfeasance. The District Court sentenced Wulf to 120 months in prison, followed by five years of supervised release, and ordered him to pay ***$435,515,234*** in restitution. Notably, the District Court barred Wulf from self-employment, owning a business and managing a business upon his supervised release.

Just as the District Court restricted Wulf from managing a business, this Court should bar Wulf from the securities industry. As a general matter, the investing public should be protected from investment advisers and brokers who are convicted of fraud-based crimes. More specifically, it is hard to imagine circumstances under which the public interest would be served by permitting an individual who committed eighteen fraud-based crimes over a period of fifteen

years and caused ***over $400 million in losses*** to remain in the securities industry. Wulf has not and cannot raise a single justifiable reason that this Court should allow him to continue to serve the investing public following his criminal conviction. Accordingly, the Division moves to bar Wulf from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization ("NRSRO"), and from participating in any offering of a penny stock.

STATEMENT OF UNDISPUTED FACTS

I. WULF'S CRIMINAL CONVICTION

On November 18, 2010, the United States Attorney for the Eastern District of Missouri filed a Second Superseding Indictment ("Indictment") naming Wulf as a defendant in U.S. v. Sutton et al., Case No. 4:09-cr-00509-JCH-6 (E.D. Mo.). (Div. Ex. A.) On August 5, 2013, the trial against Wulf commenced before a jury and continued for approximately three weeks. (Div. Ex. R at Dkt. Nos. 488-509.) The government presented evidence in support of the charges alleged in the Indictment. (Div. Ex. R at Dkt. Nos. 488, 492, 495, 497-504, 508.) Wulf, through his legal counsel, raised his defenses to these charges. (Div. Ex. R at Dkt. No. 508.) Wulf testified before the jury. (Div. Exs. N and O.)

A. Background Regarding Wulf's Investment Advisory Role in a Prepaid Funeral Scheme

The case against Wulf arose from a prepaid funeral scheme which he helped to facilitate through his investment advisory role at Wulf Bates & Murphy Inc. ("Wulf Bates"). Wulf Bates was an investment adviser once registered with the state of Missouri and the Commission. Wulf was its CEO. (Div. Ex. A at 7-8; Div. Ex. N at 8033:20-24, 8035:16-18.)

In June 1988, National Prearranged Services, Inc. ("National Prearranged") retained Wulf Bates as its investment adviser. (Div. Ex. A at 7-8; Div. Ex. N at 8038:16-25, 8039, 8040:1-6.)

National Prearranged sold contracts for prearranged funeral services. (Div. Ex. O at 8107:23-25.) These contracts offered certain funeral services and merchandise at agreed upon prices. (Div. Ex. A at 3.) As National Prearranged's investment adviser, Wulf—through Wulf Bates—assisted in the creation of trusts for the prearranged funeral services, and maintained certain authority over the trusts' assets. (Id. at 23-32; Div. Ex. O at 8095:22-25; 8108:9-12, 8110:17-23, 8113:5-7.)

B. Wulf's Misconduct Leading to his Criminal Conviction

The charges set forth in the Indictment against Wulf fall under two general categories: (i) Wulf failed to maintain actual independence from National Prearranged and its affiliates as required by state law and a court decree; and (ii) due to Wulf's ties with National Prearranged and its affiliates, Wulf allowed over $400 million of investor money to be misappropriated into the hands of his co-defendants and their affiliates.

1. Wulf Failed to Serve as an Independent Investment Adviser

The Indictment alleged that a court decree and state law required Wulf to maintain actual independence from National Prearranged through his role as investment adviser. (Div. Ex. A at 23-32.) Previously, on February 1, 1994, the Missouri Attorney General filed suit against National Prearranged in Missouri state court arising out of National Prearranged's business practices. The suit resulted in a Consent Judgment entered against National Prearranged ("Consent Decree.") (Id. at 10-11.) The Consent Decree required National Prearranged to appoint an investment adviser that was wholly independent. (Id. at 24.) Wulf acknowledged that he learned of the lawsuit leading to the Consent Decree, and that one of National Prearranged's trusts was created as a product of that Consent Decree. (Div. Ex. N at 8059:21-23; 8073:19-25 and 8074:1-17.)

Separate and independent of the Consent Judgment, Missouri state law required all prearranged funeral trusts exceeding $250,000 to be managed by an investment adviser that was registered, independent and qualified. (Div. Ex A at 23-24.) Wulf confirmed under oath that this Missouri statute governed his appointment as the investment adviser for these preneed trusts. (Div. Ex. O at 8096, 8097:1-3.) The Indictment charged that Wulf, in violation of both Missouri law and the express terms of the Consent Decree, maintained business ties to National Prearranged and its affiliates. (Div. Ex. A at 23-32.) During the trial, Wulf conceded that National Prearranged gave his family insurance benefits and that he shared and rented office space from National Prearranged. (Div. Ex. N at 8088:18-25, 8089:15-24.)

2. Wulf Facilitated the Misappropriation of over $400 million in Investor Funds

The Indictment alleged that Wulf's close ties with National Prearranged and its affiliates compromised his judgement as an investment adviser. (Div. Ex. A at 23-32.) In or around February 1994, Wulf delegated certain ministerial authority to the President of National Prearranged. (Div. Ex. A at 27; Div. Ex. N at 8061:20-25, 8062:1-18, 8087:4-23.) The Indictment alleged that Wulf thus conspired with his co-defendants to enable National Prearranged and others to administer, manage, control, remove and use the assets in the prearranged funeral trusts for their own benefit, to the detriment of the trusts' intended beneficiaries. (Div. Ex. A at 35-36.) Further, Wulf testified that his name appeared on numerous wire transactions, and did not dispute the existence of numerous wire transactions. *See e.g.,* (Div. Ex. N at 8061:3-7; 8098:10-12, 8240:10-21.) Per the Indictment, Wulf's delegation of authority allowed over $400,000,000 in investor money to be misappropriated for the benefit of his co-defendants and their affiliates. (Ex. A at 40.)

3. Wulf's Criminal Conviction and Sentence

On August 22, 2013, the jury reached a unanimous verdict finding Wulf guilty "as charged in [each and every count] of the Indictment." (Div. Ex. M; Div. Ex. Q.)[1] On November 14, 2013, the District Court held a sentencing hearing. (Div. Ex. J.) On November 18, 2013, the District Court entered a criminal judgment against Wulf. (Div. Ex. B). The jury found that Wulf committed eighteen fraud-based crimes "prior to 1992 and continuing until on or about May 14, 2008." (Div. Ex. B at SEC-Wulf-000224-226) (listing each guilty offense).

The District Court Judge sentenced Wulf to a prison term of 120 months followed by five years of supervised release, and further ordered him to pay $435,515,234 in restitution. (Div. Ex. B at SEC-Wulf-000227-228.) The District Court also placed Wulf under special supervision, and explained: "As the offense involved the defendant's lack of oversight of a business, it is ordered that he be barred from owning or managing a business and barred from self-employment." (Div. Ex. J at 16:12-15.)

II. PROCEDURAL HISTORY

On February 4, 2015, the Commission filed an Order Instituting Proceedings and Notice of Hearing pursuant to Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940 ("Advisers Act") ("OIP"). (Div. Ex. C.) Wulf filed an Answer. (Div. Ex. D.) On March 10, 2015, the parties participated in a telephonic prehearing conference. (Div. Ex. E.) The Court thereafter issued an order setting a briefing schedule for summary disposition. (Div. Ex. F.)

On April 7, 2015, the Division filed a Motion for Summary Disposition against Wulf based on his criminal conviction. In support of its Motion for Summary Disposition, the

[1] The parties renumbered the counts in the Indictment to only reflect the charges against Wulf. Accordingly, the verdict form follows the renumbered Indictment, which is attached as Division Exhibit P for ease of reference.

Division also filed a Memorandum of Law that cited ten supporting exhibits. Concerning Wulf's criminal conviction, the Division attached: (a) the indictment predicating Wulf's conviction; (b) a certified copy of the conviction and judgment entered against Wulf; (c) a transcript of Wulf's sentencing hearing before the district court; and (d) the jury instructions.

On April 27, 2015, the Court issued an Order Denying without Prejudice the Division's Motion for Summary Disposition. (Div. Ex. K.) The Court granted the Division the opportunity to file a Renewed Motion for Summary Disposition on or before May 11, 2015. The April 27, 2015 Order further stated, "If the Division renews its motion, it may supplement its motion with additional evidence, including the transcript of Mr. Wulf's sentencing hearing and the district court's explanation for the sentence it imposed."[2] (Id.)

On May 5, 2015, the Division filed a motion seeking an extension to file a Renewed Motion for Summary Disposition on or before May 27, 2015. The Court granted the Division's motion. (Div. Ex. L.)

ARGUMENT

In light of Wulf's criminal conviction, the Division seeks summary disposition to bar him from the securities industry.

I. SUMMARY DISPOSITION IS APPROPRIATE PURSUANT TO RULE 250 BASED ON A CRIMINAL CONVICTION OF FRAUD

Rule 250(a) of the Commission's Rules of Practice permits a party, with leave of the hearing officer, to move for summary disposition on any or all of the OIP's allegations. A motion for summary disposition under Rule 250(a) of the Commission's Rules of Practice should

[2] The Division submitted the Sentencing Hearing Transcript in support of its initial motion and has submitted the transcript in support of its renewed motion as Division Exhibit J. The "Statement of Reasons for Sentence" as to Wulf is under seal, and therefore the Division has not been able to obtain a copy. *See* (Div. Ex. R at Dkt. No. 662.) However, as is demonstrated below, this Court can reach a decision based on the other evidence submitted herewith concerning Wulf's fraud-based conviction.

be granted when there is "no genuine issue with regard to any material fact and the party making the motion is entitled to a summary disposition as a matter of law." (Rule of Practice 250(b)).

The Commission has repeatedly upheld the use of the summary disposition procedure in follow-on proceedings when the respondent has been criminally convicted. *See* Gary M. Kornman, Exchange Act Release No. 59403, 2009 WL 367635, at *12 (Feb. 13, 2009) ("We have repeatedly upheld the use of summary disposition by a law judge in cases...where the respondent has been enjoined or convicted of an offense listed in Exchange Act Section 15(b) and Advisers Act Section 203, the sole determination is the proper sanction, and no material fact is genuinely disputed."), pet. denied Kornman v. SEC, 592 F.3d 173 (D.C. Cir. 2010); Martin A. Armstrong, Initial Decision Release No. 372, 2009 WL 482831, at *6 (Feb. 25, 2009) (respondent barred based on his conviction of conspiracy to commit securities fraud, wire fraud and commodities fraud); John S. Brownson, 55 S.E.C. 1023, 1028-31 (2002) (respondent barred based on his conviction for conspiracy to commit securities fraud, mail fraud and wire fraud).

Summary disposition is particularly appropriate in cases where the criminal conviction involves fraud. Commission precedent provides that "the circumstances in which summary disposition in a follow-on proceeding involving fraud is not appropriate 'will be rare.'" Jesse C. Litvak, Initial Decision Release No. 739, 2015 WL 271259, at *2 (Jan. 22, 2015) (citing John S. Brownson, 55 S.E.C. 1023, 1028, n.12 (2002)); Frank L. Constantino, Initial Decision No. 414, 2011 WL 1341151, at *2 (April 8, 2011).

Wulf was convicted on all eighteen counts of fraud-based charges against him. In his Answer, Wulf does not deny the criminal conviction. He instead challenges its validity, and seeks a stay pending his collateral challenge to the conviction. (Div. Ex. D.) Once a criminal conviction is entered, however, a bar is appropriate notwithstanding the existence of a pending

appeal. *See* Elliott v. SEC, 36 F.3d 86, 87 (11th Cir. 1994) ("Nothing in the statute's language prevents a bar [from being] entered if a criminal conviction is on appeal."); Hunt v. Liberty Lobby, Inc., 707 F.2d 1493, 1497 (D.C. Cir. 1983) ("Under well-settled federal law, the pendency of an appeal does not diminish the *res judicata* effect of a judgment rendered by a federal court.").

Moreover, Wulf may not relitigate or collaterally attack his criminal conviction before this tribunal. Gregory Bartko, Initial Decision Release No. 467, 2012 WL 3578907 at *2 (Aug. 21, 2012) ("The findings and conclusions made in the underlying action are immune from attack in a follow-on administrative proceeding ...The Commission does not permit a respondent to relitigate issues that were addressed in a previous proceeding against the respondent."); Jose P. Zollino, Exchange Act Release No. 55107, 2007 WL 98919, at *4 (Jan. 16, 2007) (a party may not challenge a criminal conviction in an administrative proceeding); William F. Lincoln, Exchange Act Release No. 39629, 1998 WL 80228, at *2 (Feb. 9. 1998) (in proceedings based on a criminal conviction, a respondent "is collaterally estopped from attacking here the merits of the criminal proceeding against him").

Thus, summary disposition is appropriate here. The only remaining issue is the appropriate sanctions.

II. WULF'S FRAUD-BASED CONVICTION COMPELS BARRING HIM FROM THE SECURITIES INDUSTRY.

Section 203(f) of the Advisers Act and Section 15(b) of the Exchange Act authorize the Commission to sanction Wulf based on his criminal conviction and association with an investment adviser and broker-dealer.

Under Section 203(f) of the Advisers Act, the Commission has the authority to bar Wulf from the securities industry under three conditions. Each of those conditions is indisputably

satisfied here. First, Wulf must be convicted of a felony or misdemeanor for any of the offenses specified in Section 203(e)(2) of the Advisers Act. Wire fraud, 18 U.S.C. § 1343, is specifically listed as an offense under Section 203(e). The jury found Wulf guilty of wire fraud, among other offenses. (Div. Ex. B.)

Second, the conviction date must be within 10 years from the date the Division instituted the OIP. Wulf was convicted in August 2013 and the criminal judgment was entered in November 2013. (Div. Ex. B.) Thus, the February 2015 file date of the OIP is timely. (Div. Ex. C.)

Third, Wulf must have been associated with an investment adviser during the period of his misconduct. Wulf's conviction was predicated on conduct that occurred between early 1992 through approximately May 2008. (Div. Ex. A at 1; Div. Ex. B at SEC-Wulf-000224-226.) Wulf was associated with an investment adviser during this period. (Div. Ex. G; Div. Ex. N at 8035:16-18, 8036:3-4.) Indeed, his misconduct arose from his activities as Wulf Bates's CEO. (Div. Ex. A at 23-32.)

Section 15(b)(6)(A)(ii) of the Exchange Act grants the Commission authority to bar any person under circumstances similar to those provided under the Advisers Act.[3] Therefore, the only remaining issue is whether barring Wulf from the securities industry serves the public

[3] First, Wulf must be convicted of a felony or misdemeanor for any of the offenses specified in Section 15(b)(4)(B) of the Exchange Act—including violations predicated on 18 U.S.C § 1343. Wulf was convicted, among other offenses, of wire fraud. (Div. Ex. B.) Second, the conviction date must be within 10 years from the date the Division instituted the OIP. Wulf was convicted in August 2013 and the criminal judgment was entered in November 2013. (Id.) Therefore, the Division instituted the February 2015 OIP well within this 10 year time frame. (Id.). Third, Wulf must have been associated with a broker or dealer during the period of his misconduct. Wulf was a registered representative of Moloney Securities Co., Inc. ("Moloney"), a dually registered firm, during the period of his misconduct. (Div. Ex. H; Div. Ex. N at 8033:20-25, 8035:16-18, 22-25, 8036:1-5.)

interest. See e.g., Shaw Tehrani, Initial Decision Release No. 42, 1993 WL 528211, at *2 (Dec. 15, 1993).

A. Wulf Should be Barred from the Industry to Protect the Investing Public

Barring Wulf from the securities industry would unquestionably further the public interest. The underlying nature of Wulf's crimes alone–various forms of fraud—makes the public interest analysis here straightforward. The Commission "considers fraud to be particularly serious." Daniel J. Gallagher, Initial Decision Release No. 644, 2014 WL 3749734, at *4 (July 31, 2014). Severe sanctions are critical to protect the public when a respondent's conviction involves fraud. See John J. Bravata, Initial Decision No. 737, 2015 WL 220986, at *6 (Jan. 16, 2015) ("The public interest requires a severe sanction when a respondent's past misconduct involves fraud because opportunities for dishonesty recur constantly in the securities business."); see also Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *3 (July 14, 2009) (same).

Commission precedent routinely has imposed bars when a respondent's past conduct involved fraud. *See* Joseph P. Galluzzi, 55 S.E.C. 1110 (2002); John S. Brownson, 55 S.E.C. 1023, 1027 (2002), pet. denied, Brownson v. SEC, 66 Fed. Appx. 687 (9th Cir. 2003) (unpublished); Ted Harold Westerfield, 54 S.E.C. 25 (1999); Victor Teicher, 53 S.E.C. 581 (1998), aff'd in part and rev'd in part, 177 F.3d 1016 (D.C. Cir. 1999), cert. denied, 529 U.S. 1003 (2000); Meyer Blinder, 53 S.E.C. 250 (1997); Benjamin G. Sprecher, 52 S.E.C. 1296 (1997); Ahmed Mohamed Soliman, 52 S.E.C. 227 (1995). "Absent extraordinary mitigating circumstances, such an individual cannot be permitted to remain in the securities industry." Brownson, 55 S.E.C. at 1027. *See also* Eric S. Butler, Initial Decision No. 413, 2011 WL 174245, at *6 (Jan. 19, 2011); Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *4 (July 14, 2009); Alberto E. Vilar, Initial Decision No. 375, 2009 WL 1684733, at *2 (April

17, 2009); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *6 (Sept. 30, 2003).

Wulf has not raised any "extraordinary circumstances" here. Instead, at the pre-hearing conference, Wulf expressed concern regarding his reputation, stating that a lifetime bar "looks terrible from a reputation standpoint and a legacy standpoint for me, and that's really the reason that it's important to me..." (Div. Ex. E at 13:5-8.) Wulf's concerns with his legacy are not a reason to permit him to continue to serve the investing public. Indeed, it is difficult to conceive any circumstance that would justify an investment adviser to remain in the securities industry after perpetrating a massive fraud that resulted in over $400 million in losses to victims.

Moreover, a bar is within the public interest according to the *Steadman* factors: (a) the egregiousness of the defendant's actions; (b) the isolated or recurrent nature of the infraction; (c) the degree of scienter involved; (d) the sincerity of the defendant's assurances against future violations; (e) the defendant's recognition of the wrongful nature of his conduct; and, (f) the likelihood that the defendant's occupation will present opportunities for future violations. Steadman v. SEC, 603 F.2d 1126, 1140 (5th. Cir. 1979).

1. The Egregious and Intentional Nature of Wulf's Malfeasance

Courts have recognized that a conviction involving fraud indicates a "high degree of scienter." See Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013); Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *3 (July 14, 2009); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003).

Wulf committed eighteen fraud-based crimes, including wire fraud. To find that Wulf committed wire fraud, the members of the jury were instructed that Wulf's guilt depended upon their finding that he acted "with the intent to defraud," defined as "to act knowingly and with the

intent to deceive someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity." (Div. Ex. I at Jury Instr. No. 12.)

Additionally, the jury considered whether Wulf acted in "good faith," which was a defense to all charges against Wulf. (Id. at Jury Instr. No. 24.) After reviewing these jury instructions, the jury found Wulf guilty of wire fraud and thus necessarily found that Wulf knowingly acted with fraudulent intent. Moreover, at Wulf's sentencing hearing, the District Court stated that Wulf's offenses were of a "serious nature" and "involved fraud and substantial losses to investors." (Div. Ex. J at 15:2; 15:20-22.)

The degree of harm to victims may be quantified by the amount of restitution ordered by the District Court. Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013); Frank L. Constantino, Initial Decision No. 414, 2011 WL 1341151, at *5 (April 8, 2011). The District Court ordered Wulf to pay $435,515,234 in restitution. (Div. Ex. B at SEC-Wulf-000230.) The losses that Wulf caused through his misconduct far exceed the amount of losses that other barred respondents inflicted. Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003) (causing losses of approximately $428,000 was egregious); Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013) (causing approximately $24,880,460 in losses was egregious).

2. The Recurrent Nature of Wulf's Wrongdoing

Wulf's crimes were not isolated incidents. Rather, Wulf's malfeasance –spanning more than a decade, from 1992 through 2008—is the epitome of recurrent wrongdoing. (Div. Ex. A at 1; Div. Ex. B at SEC-Wulf-000224-26). Wulf's nearly 15-year run of misconduct far exceeds

the period of time of other respondents who were found to have committed recurring misconduct. *See* Richard J. Daniello, Exchange Act Release No. 27049, 50 S.E.C. 42, 46 (July 21, 1989) (four months of misappropriating employer's funds was not isolated); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003) (a scheme lasting several weeks constituted recurring and egregious behavior); Eric S. Butler, Initial Decision No. 413, 2011 WL 174245, at *5 (Jan. 19, 2011) (a scheme lasting several years reflected recurrent conduct); Brion G. Randall, Advisers Act Release No. 3632, 2013 WL 3776679, at *2 (July 18, 2013) (a scheme lasting over five years constituted recurring and egregious conduct).

3. Wulf's Refusal to Accept Responsibility for His Wrongdoing and the High Likelihood of Wulf's Future Violations

Wulf has yet to accept responsibility for his crimes. He pled not guilty in his criminal case, and continues to challenge his criminal conviction. The Court specifically noted Wulf's refusal to accept responsibility for his actions in the course of imposing its sentence. (Div. Ex. J at 16:10-11.) At the initial pre-hearing conference, Wulf again noted that he is challenging the validity of his conviction. (Div. Ex. E.) His refusal to accept responsibility bespeaks his propensity to commit the same violations upon his release. Jesse E. Litvak, Initial Decision No. 739, 2015 WL 271259, at *10 (Jan. 22, 2015) ("[Respondent's] failure to recognize the wrongful nature of his misconduct indicates a significant risk of future misconduct, if given the opportunity to commit it.")

4. A Full Associational and Penny Stock Bar is Necessary to Protect the Investing Public from Potential Future Misconduct

Critically, the District Court found it necessary to impose specific conditions and restrictions on Wulf's professional activities upon his release. During Wulf's sentencing, the District Court stated that, "Upon release to the community, [Wulf] will need close monitoring,

therefore, the standard conditions of supervision are ordered." (Div. Ex. J at 15:15-17.) In this regard, the court explained: "As the offense involved [Wulf's] lack of oversight of a business, it is ordered that he be barred from owning or managing a business and barred from self-employment." (Id. at 16:12-15.)

The circumstances that compelled the District Court to impose such restrictions on Wulf's post-incarceration activities compels the imposition of a bar here. At the risk of stating the obvious, the securities industry is no place for someone convicted of facilitating the misappropriation of more than $400 million of investor proceeds. *See* Bruce Paul, Exchange Act Release No. 21789, 1985 WL 548579, at *2 (Feb. 26, 1985), ("the securities industry presents a great many opportunities for abuse and overreaching, and depends very heavily on the integrity of its participants.").

In light of these factors, a bar is appropriate and necessary, and would best serve the public interest. *See e.g.,* Shaw Tehrani, 1993 WL 528211, at *3 (barring the respondent from the brokerage business based on his past conduct because he posed a "threat to the investing public, and the public needs to be protected from the potential of further misconduct at his hands"); Daniel J. Gallagher, Initial Decision Release No. 644, 2014 WL 3749734, at *4 (July 31, 2014) (barring the respondent from the brokerage business based on his securities and wire fraud convictions, since "The public interest requires a severe sanction when a respondent's past misconduct involves fraud because opportunities for dishonesty recur constantly in the securities business."); Elliott v. SEC, 36 F.3d 86 (11th Cir. 1994) (barring the defendant was in the public interest because he was convicted of "serious violations of the securities laws ..."); Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013) (reaffirming that

"a bar is consistent with Commission precedent in litigated administrative proceedings based on a respondent's conviction involving fraud.")

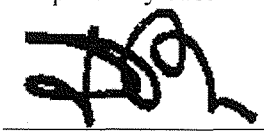
Accordingly, this Court should impose the maximum bar against Wulf as authorized under the Section 203(f) of the Advisers Act and Section 15(b) of the Exchange Act. Thus, in addition to a full associational bar, a bar from participating in any offering of a penny stock[4] is also warranted by Wulf's conviction and prior associations. See, e.g., Daniel J. Gallagher, Initial Decision No. 644, 2014 WL 3749734, at *4, n.7 (July 31, 2014) (imposing a full associational bar and penny stock bar against a respondent convicted of wire fraud and securities fraud under Section 15(b) of the Exchange Act).

CONCLUSION

For these reasons, the Division requests that its renewed motion for summary disposition be granted, and that the Court bar Wulf from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or NRSRO, and from participating in any offering of a penny stock.

Dated: May 22, 2015

Respectfully submitted,



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[4] Under Section 15(b)(6)(C), a bar from participating in an offering of penny stock includes from acting as a promoter, finder, consultant, or agent; or otherwise engaging in activities with a broker, dealer, or issuer for purposes of the issuance of trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

UNITED STATES OF AMERICA

Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of

DAVID R. WULF

Respondent

DIVISION OF ENFORCEMENT'S MEMORANDUM OF LAW IN SUPPORT OF ITS RENEWED MOTION FOR SUMMARY DISPOSITION AGAINST RESPONDENT DAVID R. WULF

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INTRODUCTION

The Division of Enforcement ("Division") submits this memorandum of law in support of its Renewed Motion for Summary Disposition against Respondent David R. Wulf ("Wulf") under Rule 250 of the Commission's Rules of Practice ("Motion"). On August 22, 2013, a federal jury in the Eastern District of Missouri found Wulf guilty on eighteen counts of mail fraud, wire fraud, bank fraud, wire fraud affecting a financial institution, conspiracy to commit mail fraud affecting a financial institution, conspiracy to commit wire fraud affecting a financial institution and conspiracy to commit wire fraud, mail fraud and bank fraud in violation of 18 U.S.C. §§ 1343, 1344, and 1349. *See* U.S. v. Sutton et al., Case No. 4:09-cr-00509-JCH-6 (E.D. Mo.) ("District Court"). Wulf's criminal conviction stemmed entirely from his activities as an investment adviser between approximately 1992 and 2008. During the period of his misconduct, Wulf was associated both with a registered investment adviser and a dually registered firm.

Wulf's fraud-based crimes were egregious. Wulf knowingly caused numerous investors and institutions to suffer over $400 million in losses. Wulf's sentence demonstrates the magnitude of his malfeasance. The District Court sentenced Wulf to 120 months in prison, followed by five years of supervised release, and ordered him to pay ***$435,515,234*** in restitution. Notably, the District Court barred Wulf from self-employment, owning a business and managing a business upon his supervised release.

Just as the District Court restricted Wulf from managing a business, this Court should bar Wulf from the securities industry. As a general matter, the investing public should be protected from investment advisers and brokers who are convicted of fraud-based crimes. More specifically, it is hard to imagine circumstances under which the public interest would be served by permitting an individual who committed eighteen fraud-based crimes over a period of fifteen

years and caused ***over $400 million in losses*** to remain in the securities industry. Wulf has not and cannot raise a single justifiable reason that this Court should allow him to continue to serve the investing public following his criminal conviction. Accordingly, the Division moves to bar Wulf from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization ("NRSRO"), and from participating in any offering of a penny stock.

STATEMENT OF UNDISPUTED FACTS

I. WULF'S CRIMINAL CONVICTION

On November 18, 2010, the United States Attorney for the Eastern District of Missouri filed a Second Superseding Indictment ("Indictment") naming Wulf as a defendant in U.S. v. Sutton et al., Case No. 4:09-cr-00509-JCH-6 (E.D. Mo.). (Div. Ex. A.) On August 5, 2013, the trial against Wulf commenced before a jury and continued for approximately three weeks. (Div. Ex. R at Dkt. Nos. 488-509.) The government presented evidence in support of the charges alleged in the Indictment. (Div. Ex. R at Dkt. Nos. 488, 492, 495, 497-504, 508.) Wulf, through his legal counsel, raised his defenses to these charges. (Div. Ex. R at Dkt. No. 508.) Wulf testified before the jury. (Div. Exs. N and O.)

A. Background Regarding Wulf's Investment Advisory Role in a Prepaid Funeral Scheme

The case against Wulf arose from a prepaid funeral scheme which he helped to facilitate through his investment advisory role at Wulf Bates & Murphy Inc. ("Wulf Bates"). Wulf Bates was an investment adviser once registered with the state of Missouri and the Commission. Wulf was its CEO. (Div. Ex. A at 7-8; Div. Ex. N at 8033:20-24, 8035:16-18.)

In June 1988, National Prearranged Services, Inc. ("National Prearranged") retained Wulf Bates as its investment adviser. (Div. Ex. A at 7-8; Div. Ex. N at 8038:16-25, 8039, 8040:1-6.)

National Prearranged sold contracts for prearranged funeral services. (Div. Ex. O at 8107:23-25.) These contracts offered certain funeral services and merchandise at agreed upon prices. (Div. Ex. A at 3.) As National Prearranged's investment adviser, Wulf—through Wulf Bates—assisted in the creation of trusts for the prearranged funeral services, and maintained certain authority over the trusts' assets. (Id. at 23-32; Div. Ex. O at 8095:22-25; 8108:9-12, 8110:17-23, 8113:5-7.)

B. Wulf's Misconduct Leading to his Criminal Conviction

The charges set forth in the Indictment against Wulf fall under two general categories: (i) Wulf failed to maintain actual independence from National Prearranged and its affiliates as required by state law and a court decree; and (ii) due to Wulf's ties with National Prearranged and its affiliates, Wulf allowed over $400 million of investor money to be misappropriated into the hands of his co-defendants and their affiliates.

1. Wulf Failed to Serve as an Independent Investment Adviser

The Indictment alleged that a court decree and state law required Wulf to maintain actual independence from National Prearranged through his role as investment adviser. (Div. Ex. A at 23-32.) Previously, on February 1, 1994, the Missouri Attorney General filed suit against National Prearranged in Missouri state court arising out of National Prearranged's business practices. The suit resulted in a Consent Judgment entered against National Prearranged ("Consent Decree.") (Id. at 10-11.) The Consent Decree required National Prearranged to appoint an investment adviser that was wholly independent. (Id. at 24.) Wulf acknowledged that he learned of the lawsuit leading to the Consent Decree, and that one of National Prearranged's trusts was created as a product of that Consent Decree. (Div. Ex. N at 8059:21-23; 8073:19-25 and 8074:1-17.)

Separate and independent of the Consent Judgment, Missouri state law required all prearranged funeral trusts exceeding $250,000 to be managed by an investment adviser that was registered, independent and qualified. (Div. Ex A at 23-24.) Wulf confirmed under oath that this Missouri statute governed his appointment as the investment adviser for these preneed trusts. (Div. Ex. O at 8096, 8097:1-3.) The Indictment charged that Wulf, in violation of both Missouri law and the express terms of the Consent Decree, maintained business ties to National Prearranged and its affiliates. (Div. Ex. A at 23-32.) During the trial, Wulf conceded that National Prearranged gave his family insurance benefits and that he shared and rented office space from National Prearranged. (Div. Ex. N at 8088:18-25, 8089:15-24.)

2. Wulf Facilitated the Misappropriation of over $400 million in Investor Funds

The Indictment alleged that Wulf's close ties with National Prearranged and its affiliates compromised his judgement as an investment adviser. (Div. Ex. A at 23-32.) In or around February 1994, Wulf delegated certain ministerial authority to the President of National Prearranged. (Div. Ex. A at 27; Div. Ex. N at 8061:20-25, 8062:1-18, 8087:4-23.) The Indictment alleged that Wulf thus conspired with his co-defendants to enable National Prearranged and others to administer, manage, control, remove and use the assets in the prearranged funeral trusts for their own benefit, to the detriment of the trusts' intended beneficiaries. (Div. Ex. A at 35-36.) Further, Wulf testified that his name appeared on numerous wire transactions, and did not dispute the existence of numerous wire transactions. *See e.g.,* (Div. Ex. N at 8061:3-7; 8098:10-12, 8240:10-21.) Per the Indictment, Wulf's delegation of authority allowed over $400,000,000 in investor money to be misappropriated for the benefit of his co-defendants and their affiliates. (Ex. A at 40.)

3. Wulf's Criminal Conviction and Sentence

On August 22, 2013, the jury reached a unanimous verdict finding Wulf guilty "as charged in [each and every count] of the Indictment." (Div. Ex. M; Div. Ex. Q.)[1] On November 14, 2013, the District Court held a sentencing hearing. (Div. Ex. J.) On November 18, 2013, the District Court entered a criminal judgment against Wulf. (Div. Ex. B). The jury found that Wulf committed eighteen fraud-based crimes "prior to 1992 and continuing until on or about May 14, 2008." (Div. Ex. B at SEC-Wulf-000224-226) (listing each guilty offense).

The District Court Judge sentenced Wulf to a prison term of 120 months followed by five years of supervised release, and further ordered him to pay $435,515,234 in restitution. (Div. Ex. B at SEC-Wulf-000227-228.) The District Court also placed Wulf under special supervision, and explained: "As the offense involved the defendant's lack of oversight of a business, it is ordered that he be barred from owning or managing a business and barred from self-employment." (Div. Ex. J at 16:12-15.)

II. PROCEDURAL HISTORY

On February 4, 2015, the Commission filed an Order Instituting Proceedings and Notice of Hearing pursuant to Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940 ("Advisers Act") ("OIP"). (Div. Ex. C.) Wulf filed an Answer. (Div. Ex. D.) On March 10, 2015, the parties participated in a telephonic prehearing conference. (Div. Ex. E.) The Court thereafter issued an order setting a briefing schedule for summary disposition. (Div. Ex. F.)

On April 7, 2015, the Division filed a Motion for Summary Disposition against Wulf based on his criminal conviction. In support of its Motion for Summary Disposition, the

[1] The parties renumbered the counts in the Indictment to only reflect the charges against Wulf. Accordingly, the verdict form follows the renumbered Indictment, which is attached as Division Exhibit P for ease of reference.

Division also filed a Memorandum of Law that cited ten supporting exhibits. Concerning Wulf's criminal conviction, the Division attached: (a) the indictment predicating Wulf's conviction; (b) a certified copy of the conviction and judgment entered against Wulf; (c) a transcript of Wulf's sentencing hearing before the district court; and (d) the jury instructions.

On April 27, 2015, the Court issued an Order Denying without Prejudice the Division's Motion for Summary Disposition. (Div. Ex. K.) The Court granted the Division the opportunity to file a Renewed Motion for Summary Disposition on or before May 11, 2015. The April 27, 2015 Order further stated, "If the Division renews its motion, it may supplement its motion with additional evidence, including the transcript of Mr. Wulf's sentencing hearing and the district court's explanation for the sentence it imposed."[2] (Id.)

On May 5, 2015, the Division filed a motion seeking an extension to file a Renewed Motion for Summary Disposition on or before May 27, 2015. The Court granted the Division's motion. (Div. Ex. L.)

ARGUMENT

In light of Wulf's criminal conviction, the Division seeks summary disposition to bar him from the securities industry.

I. SUMMARY DISPOSITION IS APPROPRIATE PURSUANT TO RULE 250 BASED ON A CRIMINAL CONVICTION OF FRAUD

Rule 250(a) of the Commission's Rules of Practice permits a party, with leave of the hearing officer, to move for summary disposition on any or all of the OIP's allegations. A motion for summary disposition under Rule 250(a) of the Commission's Rules of Practice should

[2] The Division submitted the Sentencing Hearing Transcript in support of its initial motion and has submitted the transcript in support of its renewed motion as Division Exhibit J. The "Statement of Reasons for Sentence" as to Wulf is under seal, and therefore the Division has not been able to obtain a copy. *See* (Div. Ex. R at Dkt. No. 662.) However, as is demonstrated below, this Court can reach a decision based on the other evidence submitted herewith concerning Wulf's fraud-based conviction.

be granted when there is "no genuine issue with regard to any material fact and the party making the motion is entitled to a summary disposition as a matter of law." (Rule of Practice 250(b)).

The Commission has repeatedly upheld the use of the summary disposition procedure in follow-on proceedings when the respondent has been criminally convicted. *See* Gary M. Kornman, Exchange Act Release No. 59403, 2009 WL 367635, at *12 (Feb. 13, 2009) ("We have repeatedly upheld the use of summary disposition by a law judge in cases...where the respondent has been enjoined or convicted of an offense listed in Exchange Act Section 15(b) and Advisers Act Section 203, the sole determination is the proper sanction, and no material fact is genuinely disputed."), pet. denied Kornman v. SEC, 592 F.3d 173 (D.C. Cir. 2010); Martin A. Armstrong, Initial Decision Release No. 372, 2009 WL 482831, at *6 (Feb. 25, 2009) (respondent barred based on his conviction of conspiracy to commit securities fraud, wire fraud and commodities fraud); John S. Brownson, 55 S.E.C. 1023, 1028-31 (2002) (respondent barred based on his conviction for conspiracy to commit securities fraud, mail fraud and wire fraud).

Summary disposition is particularly appropriate in cases where the criminal conviction involves fraud. Commission precedent provides that "the circumstances in which summary disposition in a follow-on proceeding involving fraud is not appropriate 'will be rare.'" Jesse C. Litvak, Initial Decision Release No. 739, 2015 WL 271259, at *2 (Jan. 22, 2015) (citing John S. Brownson, 55 S.E.C. 1023, 1028, n.12 (2002)); Frank L. Constantino, Initial Decision No. 414, 2011 WL 1341151, at *2 (April 8, 2011).

Wulf was convicted on all eighteen counts of fraud-based charges against him. In his Answer, Wulf does not deny the criminal conviction. He instead challenges its validity, and seeks a stay pending his collateral challenge to the conviction. (Div. Ex. D.) Once a criminal conviction is entered, however, a bar is appropriate notwithstanding the existence of a pending

appeal. *See* Elliott v. SEC, 36 F.3d 86, 87 (11th Cir. 1994) ("Nothing in the statute's language prevents a bar [from being] entered if a criminal conviction is on appeal."); Hunt v. Liberty Lobby, Inc., 707 F.2d 1493, 1497 (D.C. Cir. 1983) ("Under well-settled federal law, the pendency of an appeal does not diminish the *res judicata* effect of a judgment rendered by a federal court.").

Moreover, Wulf may not relitigate or collaterally attack his criminal conviction before this tribunal. Gregory Bartko, Initial Decision Release No. 467, 2012 WL 3578907 at *2 (Aug. 21, 2012) ("The findings and conclusions made in the underlying action are immune from attack in a follow-on administrative proceeding ...The Commission does not permit a respondent to relitigate issues that were addressed in a previous proceeding against the respondent."); Jose P. Zollino, Exchange Act Release No. 55107, 2007 WL 98919, at *4 (Jan. 16, 2007) (a party may not challenge a criminal conviction in an administrative proceeding); William F. Lincoln, Exchange Act Release No. 39629, 1998 WL 80228, at *2 (Feb. 9. 1998) (in proceedings based on a criminal conviction, a respondent "is collaterally estopped from attacking here the merits of the criminal proceeding against him").

Thus, summary disposition is appropriate here. The only remaining issue is the appropriate sanctions.

II. WULF'S FRAUD-BASED CONVICTION COMPELS BARRING HIM FROM THE SECURITIES INDUSTRY.

Section 203(f) of the Advisers Act and Section 15(b) of the Exchange Act authorize the Commission to sanction Wulf based on his criminal conviction and association with an investment adviser and broker-dealer.

Under Section 203(f) of the Advisers Act, the Commission has the authority to bar Wulf from the securities industry under three conditions. Each of those conditions is indisputably

satisfied here. First, Wulf must be convicted of a felony or misdemeanor for any of the offenses specified in Section 203(e)(2) of the Advisers Act. Wire fraud, 18 U.S.C. § 1343, is specifically listed as an offense under Section 203(e). The jury found Wulf guilty of wire fraud, among other offenses. (Div. Ex. B.)

Second, the conviction date must be within 10 years from the date the Division instituted the OIP. Wulf was convicted in August 2013 and the criminal judgment was entered in November 2013. (Div. Ex. B.) Thus, the February 2015 file date of the OIP is timely. (Div. Ex. C.)

Third, Wulf must have been associated with an investment adviser during the period of his misconduct. Wulf's conviction was predicated on conduct that occurred between early 1992 through approximately May 2008. (Div. Ex. A at 1; Div. Ex. B at SEC-Wulf-000224-226.) Wulf was associated with an investment adviser during this period. (Div. Ex. G; Div. Ex. N at 8035:16-18, 8036:3-4.) Indeed, his misconduct arose from his activities as Wulf Bates's CEO. (Div. Ex. A at 23-32.)

Section 15(b)(6)(A)(ii) of the Exchange Act grants the Commission authority to bar any person under circumstances similar to those provided under the Advisers Act.[3] Therefore, the only remaining issue is whether barring Wulf from the securities industry serves the public

[3] First, Wulf must be convicted of a felony or misdemeanor for any of the offenses specified in Section 15(b)(4)(B) of the Exchange Act—including violations predicated on 18 U.S.C § 1343. Wulf was convicted, among other offenses, of wire fraud. (Div. Ex. B.) Second, the conviction date must be within 10 years from the date the Division instituted the OIP. Wulf was convicted in August 2013 and the criminal judgment was entered in November 2013. (Id.) Therefore, the Division instituted the February 2015 OIP well within this 10 year time frame. (Id.). Third, Wulf must have been associated with a broker or dealer during the period of his misconduct. Wulf was a registered representative of Moloney Securities Co., Inc. ("Moloney"), a dually registered firm, during the period of his misconduct. (Div. Ex. H; Div. Ex. N at 8033:20-25, 8035:16-18, 22-25, 8036:1-5.)

interest. See e.g., Shaw Tehrani, Initial Decision Release No. 42, 1993 WL 528211, at *2 (Dec. 15, 1993).

A. Wulf Should be Barred from the Industry to Protect the Investing Public

Barring Wulf from the securities industry would unquestionably further the public interest. The underlying nature of Wulf's crimes alone–various forms of fraud—makes the public interest analysis here straightforward. The Commission "considers fraud to be particularly serious." Daniel J. Gallagher, Initial Decision Release No. 644, 2014 WL 3749734, at *4 (July 31, 2014). Severe sanctions are critical to protect the public when a respondent's conviction involves fraud. See John J. Bravata, Initial Decision No. 737, 2015 WL 220986, at *6 (Jan. 16, 2015) ("The public interest requires a severe sanction when a respondent's past misconduct involves fraud because opportunities for dishonesty recur constantly in the securities business."); see also Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *3 (July 14, 2009) (same).

Commission precedent routinely has imposed bars when a respondent's past conduct involved fraud. *See* Joseph P. Galluzzi, 55 S.E.C. 1110 (2002); John S. Brownson, 55 S.E.C. 1023, 1027 (2002), pet. denied, Brownson v. SEC, 66 Fed. Appx. 687 (9th Cir. 2003) (unpublished); Ted Harold Westerfield, 54 S.E.C. 25 (1999); Victor Teicher, 53 S.E.C. 581 (1998), aff'd in part and rev'd in part, 177 F.3d 1016 (D.C. Cir. 1999), cert. denied, 529 U.S. 1003 (2000); Meyer Blinder, 53 S.E.C. 250 (1997); Benjamin G. Sprecher, 52 S.E.C. 1296 (1997); Ahmed Mohamed Soliman, 52 S.E.C. 227 (1995). "Absent extraordinary mitigating circumstances, such an individual cannot be permitted to remain in the securities industry." Brownson, 55 S.E.C. at 1027. *See also* Eric S. Butler, Initial Decision No. 413, 2011 WL 174245, at *6 (Jan. 19, 2011); Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *4 (July 14, 2009); Alberto E. Vilar, Initial Decision No. 375, 2009 WL 1684733, at *2 (April

17, 2009); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *6 (Sept. 30, 2003).

Wulf has not raised any "extraordinary circumstances" here. Instead, at the pre-hearing conference, Wulf expressed concern regarding his reputation, stating that a lifetime bar "looks terrible from a reputation standpoint and a legacy standpoint for me, and that's really the reason that it's important to me..." (Div. Ex. E at 13:5-8.) Wulf's concerns with his legacy are not a reason to permit him to continue to serve the investing public. Indeed, it is difficult to conceive any circumstance that would justify an investment adviser to remain in the securities industry after perpetrating a massive fraud that resulted in over $400 million in losses to victims.

Moreover, a bar is within the public interest according to the *Steadman* factors: (a) the egregiousness of the defendant's actions; (b) the isolated or recurrent nature of the infraction; (c) the degree of scienter involved; (d) the sincerity of the defendant's assurances against future violations; (e) the defendant's recognition of the wrongful nature of his conduct; and, (f) the likelihood that the defendant's occupation will present opportunities for future violations. Steadman v. SEC, 603 F.2d 1126, 1140 (5th. Cir. 1979).

1. The Egregious and Intentional Nature of Wulf's Malfeasance

Courts have recognized that a conviction involving fraud indicates a "high degree of scienter." See Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013); Alan Brian Baiocchi, Initial Decision No. 382, 2009 WL 2030524, at *3 (July 14, 2009); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003).

Wulf committed eighteen fraud-based crimes, including wire fraud. To find that Wulf committed wire fraud, the members of the jury were instructed that Wulf's guilt depended upon their finding that he acted "with the intent to defraud," defined as "to act knowingly and with the

intent to deceive someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity." (Div. Ex. I at Jury Instr. No. 12.)

Additionally, the jury considered whether Wulf acted in "good faith," which was a defense to all charges against Wulf. (Id. at Jury Instr. No. 24.) After reviewing these jury instructions, the jury found Wulf guilty of wire fraud and thus necessarily found that Wulf knowingly acted with fraudulent intent. Moreover, at Wulf's sentencing hearing, the District Court stated that Wulf's offenses were of a "serious nature" and "involved fraud and substantial losses to investors." (Div. Ex. J at 15:2; 15:20-22.)

The degree of harm to victims may be quantified by the amount of restitution ordered by the District Court. Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013); Frank L. Constantino, Initial Decision No. 414, 2011 WL 1341151, at *5 (April 8, 2011). The District Court ordered Wulf to pay $435,515,234 in restitution. (Div. Ex. B at SEC-Wulf-000230.) The losses that Wulf caused through his misconduct far exceed the amount of losses that other barred respondents inflicted. Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003) (causing losses of approximately $428,000 was egregious); Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013) (causing approximately $24,880,460 in losses was egregious).

2. The Recurrent Nature of Wulf's Wrongdoing

Wulf's crimes were not isolated incidents. Rather, Wulf's malfeasance –spanning more than a decade, from 1992 through 2008—is the epitome of recurrent wrongdoing. (Div. Ex. A at 1; Div. Ex. B at SEC-Wulf-000224-26). Wulf's nearly 15-year run of misconduct far exceeds

the period of time of other respondents who were found to have committed recurring misconduct. *See* Richard J. Daniello, Exchange Act Release No. 27049, 50 S.E.C. 42, 46 (July 21, 1989) (four months of misappropriating employer's funds was not isolated); Richard P. Callipari, Initial Decision Release No. 237, 2003 WL 22250402, at *5 (Sept. 30, 2003) (a scheme lasting several weeks constituted recurring and egregious behavior); Eric S. Butler, Initial Decision No. 413, 2011 WL 174245, at *5 (Jan. 19, 2011) (a scheme lasting several years reflected recurrent conduct); Brion G. Randall, Advisers Act Release No. 3632, 2013 WL 3776679, at *2 (July 18, 2013) (a scheme lasting over five years constituted recurring and egregious conduct).

3. Wulf's Refusal to Accept Responsibility for His Wrongdoing and the High Likelihood of Wulf's Future Violations

Wulf has yet to accept responsibility for his crimes. He pled not guilty in his criminal case, and continues to challenge his criminal conviction. The Court specifically noted Wulf's refusal to accept responsibility for his actions in the course of imposing its sentence. (Div. Ex. J at 16:10-11.) At the initial pre-hearing conference, Wulf again noted that he is challenging the validity of his conviction. (Div. Ex. E.) His refusal to accept responsibility bespeaks his propensity to commit the same violations upon his release. Jesse E. Litvak, Initial Decision No. 739, 2015 WL 271259, at *10 (Jan. 22, 2015) ("[Respondent's] failure to recognize the wrongful nature of his misconduct indicates a significant risk of future misconduct, if given the opportunity to commit it.")

4. A Full Associational and Penny Stock Bar is Necessary to Protect the Investing Public from Potential Future Misconduct

Critically, the District Court found it necessary to impose specific conditions and restrictions on Wulf's professional activities upon his release. During Wulf's sentencing, the District Court stated that, "Upon release to the community, [Wulf] will need close monitoring,

therefore, the standard conditions of supervision are ordered." (Div. Ex. J at 15:15-17.) In this regard, the court explained: "As the offense involved [Wulf's] lack of oversight of a business, it is ordered that he be barred from owning or managing a business and barred from self-employment." (Id. at 16:12-15.)

The circumstances that compelled the District Court to impose such restrictions on Wulf's post-incarceration activities compels the imposition of a bar here. At the risk of stating the obvious, the securities industry is no place for someone convicted of facilitating the misappropriation of more than $400 million of investor proceeds. *See* Bruce Paul, Exchange Act Release No. 21789, 1985 WL 548579, at *2 (Feb. 26, 1985), ("the securities industry presents a great many opportunities for abuse and overreaching, and depends very heavily on the integrity of its participants.").

In light of these factors, a bar is appropriate and necessary, and would best serve the public interest. *See e.g.*, Shaw Tehrani, 1993 WL 528211, at *3 (barring the respondent from the brokerage business based on his past conduct because he posed a "threat to the investing public, and the public needs to be protected from the potential of further misconduct at his hands"); Daniel J. Gallagher, Initial Decision Release No. 644, 2014 WL 3749734, at *4 (July 31, 2014) (barring the respondent from the brokerage business based on his securities and wire fraud convictions, since "The public interest requires a severe sanction when a respondent's past misconduct involves fraud because opportunities for dishonesty recur constantly in the securities business."); Elliott v. SEC, 36 F.3d 86 (11th Cir. 1994) (barring the defendant was in the public interest because he was convicted of "serious violations of the securities laws ..."); Adam Harrington, Initial Decision No. 484, 2013 WL 1655690, at *4 (April 17, 2013) (reaffirming that

"a bar is consistent with Commission precedent in litigated administrative proceedings based on a respondent's conviction involving fraud.")

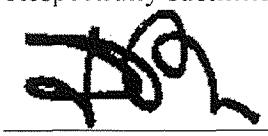
Accordingly, this Court should impose the maximum bar against Wulf as authorized under the Section 203(f) of the Advisers Act and Section 15(b) of the Exchange Act. Thus, in addition to a full associational bar, a bar from participating in any offering of a penny stock[4] is also warranted by Wulf's conviction and prior associations. See, e.g., Daniel J. Gallagher, Initial Decision No. 644, 2014 WL 3749734, at *4, n.7 (July 31, 2014) (imposing a full associational bar and penny stock bar against a respondent convicted of wire fraud and securities fraud under Section 15(b) of the Exchange Act).

CONCLUSION

For these reasons, the Division requests that its renewed motion for summary disposition be granted, and that the Court bar Wulf from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or NRSRO, and from participating in any offering of a penny stock.

Dated: May 22, 2015

Respectfully submitted,



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Chicago Regional Office
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[4] Under Section 15(b)(6)(C), a bar from participating in an offering of penny stock includes from acting as a promoter, finder, consultant, or agent; or otherwise engaging in activities with a broker, dealer, or issuer for purposes of the issuance of trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of **DAVID R. WULF** **Respondent**	**CERTIFICATE OF SERVICE**

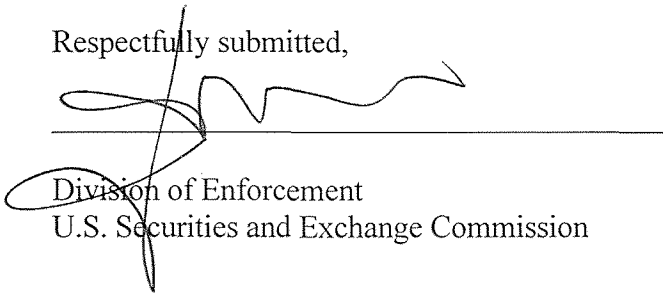
Jonathan S. Polish, an attorney, certifies that on May 22, 2015, he caused a true and correct copy of the Division of Enforcement's Renewed Motion for Summary Disposition against Respondent David R. Wulf, and the Memorandum of Law in Support Thereof, with exhibits, to be served on the following:

Honorable James E. Grimes
Administrative Law Judge
Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549-2557
(via UPS)

Mr. David R. Wulf
Register No. 38227-044
FCI Terre Haute
Federal Correctional Institution
P.O. Box 33
Terre Haute IN 47808
(via certified mail)

Dated: May 22, 2015

Respectfully submitted,



Division of Enforcement
U.S. Securities and Exchange Commission

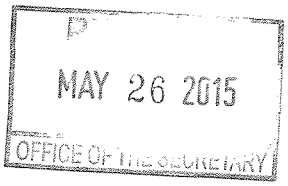
UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of

DAVID R. WULF

Respondent



EXHIBITS TO THE DIVISION OF ENFORCEMENT'S MEMORANDUM OF LAW IN SUPPORTOF ITS RENEWED MOTION FOR SUMMARY DISPOSITION AGAINST RESPONDENT DAVID R. WULF

EXHIBIT A

FILED
NOV 18 2010
U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
RANDALL K. SUTTON,	)	
SHARON NEKOL PROVINCE,	)	No. S2-4:09CR00509 JCH (TCM)
JAMES DOUGLAS CASSITY, a/k/a DOUG	)	
CASSITY,	)	
BRENT DOUGLAS CASSITY,	)	
HOWARD A. WITTNER, and	)	
DAVID R. WULF,	)	
	)	
Defendants.	)	

SECOND SUPERSEDING INDICTMENT

COUNT 1

The Grand Jury charges:

1. Beginning on or about sometime prior to 1992, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree together and with each other to commit various offenses against the United States, that is, mail fraud affecting a financial institution, in

violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

MANNER AND MEANS OF THE CONSPIRACY

The allegations of Paragraphs 1 through 41 of Count 2 of this Indictment are hereby realleged and incorporated by reference as if fully set forth herein.

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

COUNT 2

The Grand Jury charges:

A. INTRODUCTION

1. Beginning on or about sometime prior to 1992, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, devised and intended 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 from purchasers of prearranged funeral contracts from National Prearranged Services, Inc., funeral homes which did

business with National Prearranged Services, Inc., policy holders of Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, and financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and which scheme and artifice to defraud affected financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Service, Inc., and knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and to obtain any of the moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of such financial institutions, by means of materially false and fraudulent pretenses, representations, and promises.

2. This scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises was carried out in the following manner:

B. ENTITIES INVOLVED IN SCHEME

3. On or about sometime in 1979, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, acquired an interest in National Prearranged Services, Inc., a Missouri corporation. National Prearranged Services, Inc. was engaged in the business of selling contracts for prearranged funeral services, which involved the sale for an agreed upon price of funeral services and merchandise to be provided in the future upon the death of the person for whom such services and merchandise were to be provided.

4. On or about sometime in 1980, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, transferred ownership of his

interest in National Prearranged Services, Inc., and other assets which he owned or controlled to a trust named RBT Trust for the benefit of his wife and children, including defendant BRENT DOUGLAS CASSITY. On or about September 28, 1990, the wife and children of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, including defendant BRENT DOUGLAS CASSITY, transferred their interests in RBT Trust to a new trust which was named RBT Trust II. Defendant HOWARD A. WITTNER was designated as trustee of RBT Trust II.

5. Among the assets of RBT Trust II was National Heritage Enterprises, Inc., a Missouri corporation. National Heritage Enterprises, Inc. was a holding company which owned controlling interests in various corporations, including National Prearranged Services, Inc., Lincoln Memorial Services, Inc., and Forever Enterprises, Inc.

6. Lincoln Memorial Services, Inc., an Illinois corporation, was primarily used by defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and his wife and children, including defendant BRENT DOUGLAS CASSITY, to make investments. Defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, had complete discretion regarding the investment portfolio and decisions of Lincoln Memorial Services, Inc.

7. Forever Enterprises, Inc., a Texas corporation, owned various other corporations, including Memorial Service Life Insurance Company, a Texas insurance company. Memorial Service Life Insurance Company owned Lincoln Memorial Life Insurance Company, which was also a Texas insurance company. Forever Enterprises, Inc. also owned various corporations which provided funeral, cemetery, and other related services and products, including Forever Network, Inc., a Missouri corporation.

8. Forever Network, Inc. owned various corporations which provided funeral, cemetery,

and other related services and products, such as Hollywood Forever, Inc., and Forever Marin, Inc., both California corporations; Forever Oak Hill, Inc., and Mount Washington Forever LLC, both Missouri corporations; and Texas Forever, Inc., a Texas corporation.

9. In 2004, RBT Trust II purchased Professional Liability Insurance Company of America, hereinafter referred to as PLICA, a New York medical malpractice insurance company. On or about April 28, 2010, the Supreme Court of New York (New York County) placed PLICA in rehabilitation.

10. On or about May 14, 2008, at the request of the Texas Department of Insurance, the District Court of Travis County, Texas placed Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and National Prearranged Services, Inc. in rehabilitation due to the hazardous financial condition of these companies. A Special Deputy Receiver was subsequently appointed to take possession of the assets of Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and National Prearranged Services, Inc.

C. DEFENDANTS AND THEIR ROLES IN THE SCHEME

11. Beginning on or about sometime in 1981, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, defendant RANDALL K. SUTTON served at various times as Chief Financial Officer, Director, and President of National Prearranged Services, Inc.; as Vice President, Chief Executive Officer, and Director of Lincoln Memorial Life Insurance Company; Vice President and Director of Memorial Service Life Insurance Company; and as Treasurer and Assistant Vice President of PLICA. During this period, defendant RANDALL K. SUTTON's duties for National Prearranged Services, Inc. included senior

management responsibilities relating to operations and finances. Defendant RANDALL K. SUTTON also served at various times since 1974 as Chief Financial Officer for the family of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY.

12. Beginning on or about sometime in 1990, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, defendant SHARON NEKOL PROVINCE served at various times as Office Manager, Assistant Secretary, and President of National Prearranged Services, Inc.; Vice President of Lincoln Memorial Life Insurance Company; Vice President of Memorial Service Life Insurance Company; Vice President of Lincoln Memorial Services, Inc.; and a Director of PLICA. During this period, defendant SHARON NEKOL PROVINCE's duties for National Prearranged Services, Inc. included personnel, operations and financial responsibilities.

13. From 1979 to 1982, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, served as an owner and Director of Operations of National Prearranged Services, Inc. After on or about sometime in 1982, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, had no official position with National Prearranged Services, Inc., and other companies which were part of RBT Trust II. Nevertheless, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, continued to exercise control over National Prearranged Services, Inc., Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and PLICA. Defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, received compensation by agreement from National Prearranged Services, Inc., and other companies which were part of RBT Trust II.

14. Beginning on or about sometime in 1989, with the exact date unknown to the Grand

Jury, and continuing until on or about May 14, 2008, defendant BRENT DOUGLAS CASSITY, served as Marketing President of National Prearranged Services, Inc., Chief Executive Officer, Chairman, President, and Director of Forever Enterprises, Inc., and Director of Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company. During this period, defendant BRENT DOUGLAS CASSITY's duties for National Prearranged Services, Inc. included senior management responsibilities related to sales, operations and finances.

15. At all times pertinent herein, defendant HOWARD A. WITTNER was an attorney at law who was licensed to practice law in the State of Missouri. Defendant HOWARD A. WITTNER provided personal legal services to defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant BRENT DOUGLAS CASSITY, and also served as trustee of RBT Trust II. Defendant HOWARD A. WITTNER served as Vice President, Secretary and General Counsel of PLICA. Defendant HOWARD A. WITTNER served as a Director of National Prearranged Services, Inc., Forever Enterprises, Inc., Memorial Service Life Insurance Company, Lincoln Memorial Life Insurance Company, and PLICA. Defendant HOWARD A. WITTNER also provided legal services for National Prearranged Services, Inc., and PLICA.

16. At all times pertinent herein, defendant DAVID R. WULF was registered as an Investment Advisor with the United States Securities and Exchange Commission and the Missouri Secretary of State. Defendant DAVID R. WULF was Chief Executive Officer of the investment firm of Wulf, Bates & Murphy, Inc., whose offices were leased from National Prearranged Services, Inc., and were located in the same office building in Clayton, Missouri as the home office of National Prearranged Services, Inc. On or about June 2, 1988, National Prearranged Services, Inc. appointed Wulf, Bates & Murphy, Inc. as the Investment Advisor for

the prearranged funeral trusts which it established.

D. STATE REGULATION OF PREARRANGED FUNERAL CONTRACTS

17. The risk to purchasers of prearranged funeral contracts was that the money which the purchasers provided to sellers of such contracts would not be available when the funeral services were needed which potentially could be many years after the contracts were purchased. The prearranged funeral industry was regulated by state government agencies throughout the United States. The purpose of state regulation of the prearranged funeral services industry was to insure that money provided by purchasers of prearranged funeral services would be available at a later date when the services were needed.

18. Although the particulars of state regulation of the prearranged funeral services industry differed from state to state, one common feature of the various regulatory schemes was that money received from purchasers of prearranged funeral contracts was to be held by independent entities whose activities were monitored by governmental agencies. These independent entities included financial institutions, such as banks, which were regulated by the Federal Deposit Insurance Corporation (FDIC), and state departments of finance, and insurance companies, which were regulated by state departments of insurance.

19. Some states, including Missouri, required that all money received from purchasers of prearranged funeral contracts, less a percentage of which the seller was permitted by state law to retain for the payment of expenses and overhead, was to be held in trust to be invested for the benefit of the purchasers. Other states permitted the purchasers of prearranged funeral contracts to buy a life insurance policy in order to fund the funeral services and merchandise to be

provided under the contract.

E. MANNER IN WHICH NATIONAL PREARRANGED SERVICES, INC.'S PREARRANGED FUNERAL CONTRACTS WERE CREATED AND ADMINISTERED

20. An individual who was interested in purchasing a prearranged funeral contract from National Prearranged Services, Inc. would execute a written document which set forth the terms of the contract. As part of the contract, the total price for the funeral services and merchandise was agreed upon, and would remain constant regardless of when the funeral services and merchandise would be needed. A purchaser could pay the agreed upon price either in full, or by periodic installments. The purchaser deposited funds with National Prearranged Services, Inc. to obtain the funeral services and merchandise at the agreed upon price. National Prearranged Services, Inc. agreed to arrange for the funeral with the funeral home designated in the agreement upon the death of the person for whom the contract was purchased.

21. In order to secure the performance of the prearranged funeral contract, a third party received the deposited funds. The third party provisions of the prearranged funeral contract typically were derived from the requirements of the applicable statutes and regulations of the particular state where the prearranged funeral contract was entered into. In Missouri, the purchaser and National Prearranged Services, Inc. agreed that the payments made under the prearranged funeral contract after the initial twenty per cent (20%) were to be deposited into a trust with a financial institution, such as a bank, as trustee. Missouri law provided that the seller of a prearranged funeral contract was permitted to retain for its own use the initial twenty per cent (20%) deposited by the purchaser.

22. In other states, such as Ohio, Illinois, and Tennessee, the purchaser and National

Prearranged Services, Inc. agreed that the purchaser would apply for a life insurance policy on the life of the person for whom the funeral services and merchandise were to be provided that would fund the prearranged funeral contract when the funeral services and merchandise were needed. In these states, the purchaser would execute both a written contract, and an application for a life insurance policy with the understanding that all funds paid under prearranged funeral contract were insurance premium payments to the insurance company which issued the life insurance policy.

23. Beginning on or about January 3, 1983, National Prearranged Services, Inc. entered into agreements with several financial institutions to act as trustees of the various trusts which were established to hold the funds paid by the purchasers of prearranged funeral services who were located in the State of Missouri. The following financial institutions served as trustees of these trusts: United Missouri Bank of Kansas City, N.A., Mark Twain Bank, Bremen Bank and Trust Company, Allegiant Bank, and Marshall & Ilsley Trust Company N.A. At all times while serving as trustees of National Prearranged Service, Inc.'s prearranged funeral trusts, United Missouri Bank of Kansas City, N.A., Mark Twain Bank, Bremen Bank and Trust Company, Allegiant Bank, and Marshall & Ilsley Trust Company N.A. were financial institutions which were insured by the Federal Deposit Insurance Corporation (FDIC).

F. BOONE COUNTY CONSENT JUDGMENT

24. Beginning in 1992, the Office of the Missouri Attorney General brought civil lawsuits against National Prearranged Services, Inc. in the Circuit Courts of Cole County, Missouri, and Boone County, Missouri. This litigation culminated in the entry of a Consent Judgment in the Circuit Court of Boone County, Missouri, hereinafter referred to as the "Boone County Consent

Judgment," on or about February 1, 1994. Under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts, excluding certain fees, sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a preneed trust which was to be separate from the existing preneed trusts of National Prearranged Services, Inc. These payments were to be deposited into the trust within forty-five (45) days after receipt by National Prearranged Services, Inc. The trust which was to contain funds from Missouri residents received on or after February 1, 1994 was subsequently referred to as "National Prearranged Services, Inc. Trust IV."

25. Another provision of the Boone County Consent Judgment provided for the appointment of an accounting firm to monitor National Prearranged Services, Inc.'s compliance with the Boone County Consent Judgment. This court ordered monitoring began shortly after the entry of the consent judgment in 1994, and continued until on or about May 15, 2000, at which time the monitor made its final report to the Circuit Court of Boone County, Missouri.

G. DEFENDANTS FAILED TO FULLY FUND THE TRUSTS AND INSURANCE COMPANIES WHICH WERE TO HOLD AND INVEST THE MONEY PROVIDED BY PURCHASERS OF PREARRANGED FUNERAL CONTRACTS BY WITHHOLDING MONEY WHICH SHOULD HAVE BEEN PAID INTO SUCH TRUSTS AND INSURANCE COMPANIES AND BY REMOVING MONEY WHICH HAD BEEN PREVIOUSLY PAID INTO SUCH TRUSTS AND INSURANCE COMPANIES

26. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the trusts and insurance companies

which were to hold money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc. to be funded in amounts less than the amounts required by the laws in the jurisdictions where National Prearranged Services, Inc. operated. Money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc. which should have been paid into and maintained by these trusts and insurance companies to be available for the payment of funeral expenses was withheld and removed from these trusts and insurance companies by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, in the following manner:

a. One of the types of investments for money obtained from purchasers of prearranged funeral contracts which was permitted under the laws of many states was individual whole life insurance policies on the lives of the persons for whom prearranged funeral contracts were purchased. In states such as Missouri, where money provided by persons who purchased prearranged funeral contracts was to be held in trust, the purchase of whole life insurance policies was to be made by the trust, as a trust investment, using funds which National Prearranged Services, Inc. was required to deposit into the prearranged funeral trusts which it established. In non-trust states, the purchaser applied directly for an individual whole life insurance policy, and made the premium payment through National Prearranged Services, Inc. The insurance policies which National Prearranged Services, Inc. obtained to provide funding for its prearranged funeral contracts were acquired from Lincoln Memorial Life Insurance Company, and Memorial Service

Life Insurance Company, both of which were part of RBT Trust II, as was National Prearranged Services, Inc.

b. Instead of making the required deposits into trust or forwarding the insurance premiums as paid, National Prearranged Services, Inc. obtained insurance in a manner that allowed it to retain money received from purchasers of prearranged funeral contracts that should have been deposited into trust or paid as a premium to an insurance company. Because National Prearranged Services, Inc., and the insurance companies from whom policies were obtained were controlled by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, National Prearranged Services, Inc. was able to not use all of the money received from purchasers, less amounts which it was able to retain under state law, to purchase insurance policies. The amounts of the premiums that were ultimately sent by National Prearranged Services, Inc. to the insurance companies were substantially less than the amounts which should have either been deposited into the trusts or to the insurance companies. The difference in these amounts was retained by National Prearranged Services, Inc. National Prearranged Services, Inc.'s retention of these funds violated laws of the various states where National Prearranged Services, Inc. sold prearranged funeral contracts, the Boone County Consent Judgment, the terms of the written contracts entered into by the purchasers with National Prearranged Services, Inc., and the applications for insurance policies which were executed by the purchasers, and which specifically designated that all of the money paid to National Prearranged Services, Inc. was premium payments on an insurance policy.

c. National Prearranged Services, Inc. obtained life insurance polices from Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company on behalf of the persons who purchased prearranged funeral contracts. Many of these policies provided that their premiums were to be paid in installment payments over a period of time, even though the purchasers actually paid much more than the amounts of these minimum installment premium payments to National Prearranged Services, Inc. at the time of purchase, and while the prearranged funeral contract was in effect. National Prearranged Services, Inc. retained the difference between the money which it received from the purchasers in non-trust states, and the premiums which it actually paid to Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company in connection with such insurance policies.

d. This difference should have been deposited with the trusts and insurance companies which were to hold the money provided by the purchasers of prearranged funeral contracts from National Prearranged Services, Inc. The retention of these funds prevented the insurance policies from being fully funded, and also required future premium payments to be made from a source other than the trusts and the individual purchasers of the prearranged funeral contract in order to provide a source of funds to reimburse funeral homes for the funeral services and merchandise which they were contractually obligated to provide. The retention of these funds by National Prearranged Services, Inc. violated laws of the various states where National Prearranged Services, Inc. sold prearranged funeral contracts, the Boone County Consent Judgment, the terms of the written contracts between the purchasers and National Prearranged Services, Inc., and the applications for insurance policies which were executed by the purchasers.

e. National Prearranged Services, Inc. initially obtained "whole life insurance"

policies with the money provided by purchasers of prearranged funeral contracts. Whole life insurance is insurance that remains in effect while the insured is alive. One of the features of a whole life insurance policy is that a portion of the premiums is used to fund a cash reserve, which is also referred to as the "cash surrender value" of the policy. This cash surrender value is available to be borrowed by the owner of the policy. However, any money borrowed from a policy's cash surrender value has the effect of reducing the amount of the death benefit payable upon the death of the insured person by the amount of money borrowed on the policy.

f. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to borrow large amounts of the cash surrender values of these policies. These loans reduced the death benefits which would be available to pay for funeral services and merchandise after the deaths of the purchasers. The loans also caused all rights, title and interest in the policies to be removed from the policy owners, and to be assigned to the insurance companies as security for the repayment of the loans with interest. National Prearranged Services, Inc. had no legal right to borrow the cash surrender values of these insurance policies because the owners of these polices were the trusts and individuals who actually purchased the policies.

g. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R.

WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the purchasers of its prearranged funeral contracts the material fact that National Prearranged Services, Inc. borrowed large amounts of the cash surrender values of the insurance policies which were intended to be the source of the payments for the prearranged funeral services and merchandise which its customers purchased.

h. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, concealed from insurance regulators the practice at National Prearranged Services, Inc. of taking and receiving policy loans from insurance policies issued by Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, without the policy owners' knowledge and consent. The concealment of this practice from insurance regulators included the booked "repayment" of loans taken by National Prearranged Services, Inc. on Ohio policies after receiving an investigation inquiry from the Ohio Department of Insurance. To avoid disclosing the existence of policy loans in Ohio material to the inquiry, and providing documentation pertaining to those loans to regulators, National Prearranged Services, Inc. caused the loans on Ohio policies to be credited as having been paid on Lincoln Memorial Life Insurance Company's books and records by transferring the loans to insurance policies owned by persons who resided in states other than Ohio. National Prearranged Services, Inc. then caused Lincoln Memorial Life Insurance Company to respond to the Ohio Department of Insurance's investigative inquiry by denying the existence of loans taken against Ohio policies issued by Lincoln Memorial Life Insurance

Company, thereby concealing the practice of obtaining policy loans with the intent of avoiding further inquiry and regulatory action.

i. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, purchased large blocks of prearranged funeral contracts from funeral homes in Missouri that had previously entered into prearranged funeral contracts with their customers. These purchases were commonly referred to as "roll-overs" because the prearranged funeral contracts were "rolled over" from the prearranged funeral trusts established by the originating funeral homes to the prearranged funeral trusts established by National Prearranged Services, Inc. National Prearranged Services, Inc. obtained these roll-overs by falsely and fraudulently representing to the originating funeral homes that the assets and funds in these accounts would be invested in life insurance policies. However, only a small portion of the funds and assets rolled over into the prearranged funeral trusts established by National Prearranged Services, Inc. was actually used to obtain life insurance policies on the lives of the originating funeral homes' customers. Instead, Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the funds and assets rolled over to be removed from the original funeral homes' prearranged funeral trusts, and transferred to entities ultimately owned and controlled by RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc. Funds which

RBT Trust II used to purchase PLICA included funds obtained from roll-overs.

j. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused large amounts of money to be removed from National Prearranged Services, Inc. Trust IV, and transferred to entities ultimately owned and controlled by RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc. Some of the money removed from the prearranged funeral trusts established by National Prearranged Services, Inc. was used to purchase shares of publicly traded corporate stocks of corporations such as Arch Communications Group, Dell Computer Corporation, Conseco, Inc., and E-Trade Group, Inc. from Forever Enterprises, Inc. The values of these stocks had declined substantially shortly before these purchases. The amounts paid for these stocks by National Prearranged Services, Inc. Trust IV were their values before the decline in the stock prices, rather than the substantially lower prices for which such stocks could have been obtained on the open market at the time of such purchases. The effect of these stock purchases was to transfer the losses incurred by the stock market decline in 2000 from Forever Enterprises, Inc. to National Prearranged Services, Inc. Trust IV. Other money removed from prearranged funeral trusts established by National Prearranged Services, Inc. was used to purchase PLICA, to purchase commercial real estate for affiliated companies, to finance business projects for affiliated companies, to enable defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, to purchase residential real estate, and to pay personal expenses of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and members of his family, including

defendant BRENT DOUGLAS CASSITY.

k. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to surrender many of the life insurance policies which it did not own in order to obtain the cash surrender values of these policies. The surrendering of these life insurance policies avoided the need to pay premium payments on the policies in the future, and eliminated the obligation to repay loans which had been obtained on such policies. Loans against surrendered policies were recorded by Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company as "repaid" at the time of surrender even though no actual payment was received from National Prearranged Services, Inc. The effect of surrendering life insurance policies was to deprive the trusts which owned the policies of the assets they had invested in, and to deprive individual purchasers of the insurance policies of the death benefits necessary to fund their prearranged funeral contracts even though they had paid the premiums as agreed.

l. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused many of the whole life insurance policies which were obtained with funds provided by persons who purchased prearranged funeral contracts, and then subsequently surrendered, to be replaced with "term life

insurance" policies. Term life insurance is insurance which provides death benefits in the event that the insured individual dies within the particular period of time in which the insurance policy is in effect. Unlike a whole life insurance policy which has a cash surrender value, a term life insurance policy has no present cash surrender value because it develops value only upon the death of the insured during the term of the policy. The premiums for term life insurance policies are usually substantially less than the premiums for whole life insurance policies because term life insurance policies do not accumulate a cash surrender value during the duration of the policies.

m. The use of term life insurance policies as the source of funds for the payment of the purchasers' funeral expenses required that National Prearranged Services, Inc. continue to pay the premiums on the policies as they came due, and, upon the expiration of the terms of such policies, obtain and pay the premiums on new insurance policies on the lives of the purchasers until the times of their deaths in order to keep the term life insurance policies in force until the time of death. Any premiums which would be used to purchase such term life insurance would have to come from a source other than the original purchasers of the prearranged funeral contracts. The continued viability of this term insurance coverage was totally dependent on National Prearranged Service, Inc.'s ability and willingness to pay premiums in the future, its renewal of the term insurance policies as they expired, and on the solvency of Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company, both of which were part of the same corporate family as National Prearranged Services, Inc.

n. From on or about November 1, 2007, and continuing until on or about May 14, 2008, when National Prearranged Services, Inc. was placed in rehabilitation in Texas, National

Prearranged Services, Inc. did not deposit any of the money which it received from purchasers of prearranged funeral contracts who resided in Missouri into any of the prearranged funeral trusts which it established to hold and invest money received from Missouri purchasers. Instead, National Prearranged Services, Inc. only deposited term life insurance policies into such trusts. The premiums for these term life insurance policies were substantially less than the amounts which National Prearranged Services, Inc. received from its Missouri customers, less the twenty percent (20%) which it was entitled to retain under Missouri law. National Prearranged Services, Inc. retained for its own use the difference between what should have been deposited to such trusts, and the premiums for the term life insurance policies which it purchased.

o. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to use money which was obtained from new purchasers of prearranged funeral contracts to pay premiums of insurance policies on the lives of previous purchasers of prearranged funeral contracts, and also to reimburse funeral homes for the cost of funeral services and merchandise for previous purchasers of prearranged funeral contracts.

p. In both trust and non-trust states, National Prearranged Services, Inc., provided a "Paid in Full Certificate" to the purchaser and to the funeral home designated to provide the funeral services and merchandise when the purchaser made full payment as required under the prearranged funeral contract. In trust states, the "Paid in Full Certificate" referenced the funeral home as a full participant in the "Permanent Trust Fund" established under the laws of the

applicable state. In non-trust states, the "Paid in Full Certificate" stated that the purchaser was entitled to "all benefits and full performance described in the prearranged funeral contract."

q. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to present "Evidence of Insurance" forms to the banks which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc. These forms falsely and fraudulently misrepresented the cost, value and status of insurance owned by the banks which served as trustees, and were intended to mislead the banks about the existence of policy loans, the replacement of whole life insurance policies with term life insurance policies, and other actions taken and caused by National Prearranged Services, Inc. which affected the cost, value, and status of assets which were owned by the banks.

r. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, made the materially false and fraudulent representation to its purchasers that their prearrangement funds will be kept in a secure trust or insurance policy in order to pay for their funerals. In trust states, customers were promised that the funds they paid would be deposited into a trust with a financial institution, such as a bank, serving as trustee in accordance with state law. The deposits made to the trust would secure the performance of the prearranged funeral contract. In non-trust states, customers were

promised that if they agreed to purchase a life insurance policy and pay the required premiums, then the death benefits from the life insurance policy would fund the prearranged funeral contract. The trusts established by National Prearranged Services, Inc. eventually became unable to pay the obligations which it promised in its prearranged funeral contracts because defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, underfunded these trusts, and also caused the assets of the trusts to be transferred to other entities which were part of RBT Trust II. In non-trust states, the insurance policies which were purchased to secure the performance of the prearranged funeral contracts were unable to do so because defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the value of these life insurance policies to be reduced and ultimately eliminated as a result of their failure to send all of the premiums received from purchasers to the insurance companies, policy loans which lowered the amount of available death benefits, and their decision to surrender large amounts of insurance policies.

H. USE OF AN INVESTMENT ADVISOR WHOSE INDEPENDENCE WAS COMPROMISED

27. At all times pertinent herein, Missouri law provided that when the principal and interest in a prearranged funeral trust exceeded two hundred fifty thousand dollars ($250,000),

investment decisions regarding the principal and undistributed income may be made by a federally registered or Missouri-registered independent qualified investment advisor designated by the seller who established the prearranged funeral trusts. Missouri law further provided that title to all investment assets shall remain with the trustee, that the investment assets shall not be placed in any investment which would be beyond the authority of a reasonably prudent trustee to invest in, and that a trustee shall exercise such judgment and care under circumstances then prevailing which men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their own funds, considering the probable income therefrom as well as the probable safety of their capital.

28. At all times pertinent herein, the trust agreement for the prearranged funeral trusts established in Missouri by National Prearranged Services, Inc. provided that National Prearranged Services, Inc. may appoint an independent qualified investment advisor so long as the requirements of Missouri law are met.

29. At all times pertinent herein after February 1, 1994, the Boone County Consent Judgment required that any investment advisor appointed by National Prearranged Services, Inc. as the investment advisor to the prearranged funeral trusts established in Missouri by National Prearranged Services, Inc. must be wholly independent of National Prearranged Services, Inc.

30. Pursuant to this authority, on or about June 2, 1988, National Prearranged Services, Inc. appointed Wulf, Bates & Murphy, Inc., of which defendant DAVID R. WULF was Chief Executive Officer, as the independent investment advisor for all funds and investments held in prearranged funeral trusts established by National Prearranged Services, Inc. Wulf, Bates &

Murphy, Inc. served as the investment adviser for the prearranged funeral trusts established by National Prearranged Services, Inc. until May 14, 2008, when National Prearranged Services, Inc. was placed in rehabilitation by the Travis County, Texas District Court.

31. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to make the materially false and fraudulent representation that Wulf, Bates & Murphy, Inc., of which defendant David R. Wulf was Chief Executive Officer, was an independent investment advisor.

32. The representation by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, that Wulf, Bates & Murphy, Inc. was an independent investment advisor was materially false and fraudulent because the independence of defendant DAVID R. WULF and Wulf, Bates & Murphy, Inc. from National Prearranged Services, Inc. was compromised in the following ways:

a. Between 2002 and 2008, Wulf, Bates & Murphy, Inc. of which defendant DAVID R. WULF was Chief Executive Officer, received approximately $1,000,000 in fees for investment advice and services from National Prearranged Services, Inc., Forever Enterprises, Inc., Memorial Service Life Insurance Company, Lincoln Memorial Life Insurance Company, and PLICA, all of which were companies that were part of RBT Trust II. This amount included

the $15,000 per year in fees which Wulf, Bates & Murphy, Inc. received from serving as the investment advisor for prearranged funeral trusts established by National Prearranged Services, Inc.

b. The offices of defendant DAVID R. WULF, and Wulf, Bates & Murphy, Inc. were leased from National Prearranged Services, Inc., and were located in the same office building in Clayton, Missouri, in which National Prearranged Services, Inc. maintained its offices.

c. Defendant DAVID R. WULF, and other employees of Wulf, Bates & Murphy, Inc. obtained their health insurance benefits through National Prearranged Services, Inc.'s employee benefits plan.

d. Wulf, Bates & Murphy, Inc. received compensation from Memorial Service Life Insurance Company and Lincoln Memorial Life Insurance Company for its work as investment advisor for those companies on a quarterly basis based on a percentage of the aggregate investment account holdings of the insurance companies. These insurance companies issued almost all of the life insurance policies which were purchased and owned by the prearranged funeral trusts established by National Prearranged Services, Inc., and which were purchased and owned by individuals who purchased prearranged funeral contracts from National Prearranged Services, Inc.

e. Wulf, Bates & Murphy, Inc. received compensation from PLICA for its work as investment advisor for PLICA on a quarterly basis based on a percentage of the aggregate investment account holdings of PLICA. Monies used by RBT Trust II to purchase PLICA came from National Prearranged Services, Inc. Trust IV for which Wulf, Bates & Murphy served as the

investment advisor.

f. Defendant DAVID R. WULF personally owned stock of Forever Enterprises, Inc., which owned, among other things, Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company. These insurance companies issued almost all of the life insurance policies which were purchased and owned by the prearranged funeral trusts established by National Prearranged Services, Inc., and individuals who purchased prearranged funeral contracts from National Prearranged Services, Inc.

g. Defendant DAVID R. WULF was a partner of Caymus Fund, L.P., a hedge fund into which he caused money from National Prearranged Services, Inc. Trust IV to be invested. Defendant DAVID R. WULF, and Wulf, Bates & Murphy received commissions, fees, and incentive payments as a result of funds which were invested into Caymus Fund, L.P.

h. On or about February 1, 1994, the same day that the Boone County Consent Judgment against National Prearranged Services, Inc. was entered, and specified that the investment advisor be wholly independent of National Prearranged Services, Wulf, Bates & Murphy, Inc., in its capacity as the Investment Advisor for the prearranged funeral trusts established by National Prearranged Services, Inc., and pursuant to a written document executed by defendant DAVID R. WULF, appointed defendant RANDALL K. SUTTON, who was President of National Prearranged Services, Inc. and Vice President of Lincoln Memorial Life Insurance Company at the time, to perform ministerial acts on a daily basis which would otherwise require the approval of Wulf, Bates & Murphy, Inc.

i. This delegation of ministerial functions to defendant RANDALL K. SUTTON was utilized by persons affiliated with National Prearranged Services, Inc. including defendant

RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, to control the acquisition and disposition of the assets in the prearranged funeral trusts established by National Prearranged Services, Inc. After this delegation of authority to defendant RANDALL K. SUTTON, persons affiliated with National Prearranged Services, Inc., including defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, were able to determine which insurance policies on the lives of purchasers of prearranged funeral contracts from National Prearranged Services, Inc. to pay premiums on, to determine how much to pay in premiums, to obtain policy loans and to decide the amount, if any, of the loans to repay, to surrender insurance policies, to replace surrendered whole life insurance policies with term life insurance policies, and to take all of these actions without the policy owners' knowledge and consent.

j. Persons affiliated with National Prearranged Services, Inc., including defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant HOWARD A. WITTNER, drafted documents for defendant DAVID R. WULF to sign in his capacity as the independent investment advisor for the prearranged funeral trusts established by National Prearranged Services, Inc. Among the documents which were drafted by persons affiliated with National Prearranged Services, Inc. which defendant DAVID R. WULF signed were letters to

regulatory agencies and insurance companies, and an affidavit which was used in an arbitration proceeding involving National Prearranged Services, Inc.

k. On or about November 1, 1999, Wulf, Bates & Murphy, Inc., National Prearranged Services, Inc., and Allegiant Bank, the trustee at the time of prearranged funeral trusts established by National Prearranged Services, Inc., entered into a written agreement to transfer custody of all life insurance policies obtained with money provided by persons who purchased prearranged funeral contracts. The signatories to this document were defendant DAVID R. WULF, on behalf of Wulf, Bates & Murphy, Inc., defendant RANDALL K. SUTTON, on behalf of National Prearranged Services, Inc., and the President of Allegiant Trust Company, a Division of Allegiant Bank, on behalf of Allegiant Bank. This agreement further provided that defendant RANDALL K. SUTTON, and defendant SHARON NEKOL PROVINCE, were among the employees of National Prearranged Services, Inc. who were its authorized agents to take custody of the life insurance policies which were being held as investments in the prearranged funeral trusts which National Prearranged Services, Inc. established. This agreement violated the requirement of Missouri law that all property in preneed trusts shall be held, administered, and invested by the trustee, and circumvented the laws governing prearranged funeral contracts by permitting the seller of prearranged funeral contracts to acquire possession of the funds provided by the purchasers of such contracts. This agreement was provided to Bremen Bank and Trust Co. when it agreed to serve as successor trustee for the prearranged funeral trusts established by National Prearranged Services, Inc.

l. On or about November 5, 1999, defendant DAVID R. WULF sent a letter to the President of Allegiant Trust Company which provided that Allegiant Bank take direction from

representatives of either Wulf, Bates & Murphy, Inc., or National Prearranged Services, Inc. with regard to the depositing and distribution of assets, and settlement of trades. This letter also violated Missouri law because it permitted National Prearranged Services, Inc., a seller of prearranged funeral contracts, to control and manage the property obtained from purchasers in prearranged funeral trusts which it established. This letter was provided to Bremen Bank and Trust Co. when it agreed to serve as successor trustee for the prearranged funeral trusts established by National Prearranged Services, Inc.

m. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to present wire transfer requests to the banks which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc. to transfer money out of such trusts. These wire transfer requests falsely and fraudulently represented the material fact that a copy of the wire transfer request had been sent to defendant DAVID R. WULF, when, in fact, defendant DAVID R. WULF was not copied on such wire transfer requests, and did not require and expect to be copied on wire transfer requests. Instead, defendant DAVID R. WULF permitted National Prearranged Services, Inc. to use the statutory authority vested in Wulf, Bates & Murphy, Inc. as the independent investment advisor to direct the banks which served as trustees to make transfers and distributions from the trusts.

33. The trustees of the National Prearranged Services, Inc. prearranged funeral trusts would have been responsible for the investment of all of the trust deposited money which the

purchasers of prearranged funeral contracts in trust states, such as Missouri, paid to National Prearranged Services, Inc., less any amounts which National Prearranged Services, Inc. was entitled to retain under state law, if an independent investment advisor had not been appointed. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, enabled persons affiliated with National Prearranged Services, Inc. to assume full power to administer, manage, control, remove, and use for their own benefit all of the assets in the prearranged funeral trusts established by National Prearranged Services, Inc. as well as the money which should have been deposited into such trusts, but which was not, by appointing Wulf, Bates & Murphy, Inc., which was not independent as required by Missouri law, as the investment advisor for the prearranged funeral trusts established by National Prearranged Services, Inc.

34. The appointment of Wulf, Bates & Murphy, of which defendant DAVID R. WULF was Chief Executive Officer, enabled defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, to cause money in prearranged funeral trusts established by National Prearranged Services, Inc. to not be invested in accordance with the standards for investments in prearranged funeral trusts as provided by Missouri law, but rather, enabled defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons affiliated with National Prearranged Services, Inc., known and unknown to the Grand Jury, to transfer money from such trusts to entities which were part of RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc.

I. DEFENDANTS' FALSE REPRESENTATION OF A MATERIAL FACT AND FAILURE TO DISCLOSE MATERIAL FACTS AFFECTED THE FINANCIAL INSTITUTIONS WHICH SERVED AS TRUSTEES OF PREARRANGED FUNERAL TRUSTS ESTABLISHED BY NATIONAL PREARRANGED SERVICES, INC.

35. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, falsely represented the material fact that Wulf, Bates & Murphy, Inc. was an independent investment advisor as required by Missouri law. This false representation of a material fact to the trustees caused the trustees to transfer their investment authority over trust assets to Wulf, Bates & Murphy, Inc., an investment advisor which was barred from exercising investment authority over prearranged funeral trusts under Missouri law because of the lack of independence of defendant DAVID R. WULF, and Wulf, Bates & Murphy, Inc. from National Prearranged Services, Inc.

36. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the trustees of the

prearranged funeral trusts established by National Prearranged Services, Inc. the material fact that under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a prearranged funeral trust within forty-five (45) days after receipt. The failure to disclose this material fact prevented the trustees from requiring that all funds, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts, be deposited in the form of cash payments into prearranged funeral trusts established by National Prearranged Services, Inc. within forty-five (45) days after receipt.

37. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the purchasers of prearranged funeral contracts from National Prearranged Services, Inc., funeral homes which did business with National Prearranged Services, Inc., policy holders of Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and state regulators of insurance and prearranged funerals, the material fact that large amounts of money were removed from prearranged funeral trusts established by National Prearranged Services, Inc., and used for purposes other than the payment of funeral services and merchandise, and investments authorized under Missouri law.

38. Allegiant Bank, Bremen Bank and Trust Co., and Marshall & Ilsley Trust Company,

N.A., all of which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., were affected by the false and fraudulent misrepresentations of material facts, and failure to disclose material facts by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, in the following respects:

a. Missouri law provided that a trustee of a prearranged funeral trust was subject to demand from a purchaser of a prearranged funeral contract, and to a provider of funeral services and merchandise, such as a funeral home, if the seller of the contract failed to pay for the funeral services and merchandise which had been previously purchased;

b. A financial institution such as a bank which served as a trustee of a prearranged funeral trust in Missouri had statutory and fiduciary obligations to the purchasers and providers, and the failure of a trustee to perform those obligations may subject the financial institution to liability;

c. The receiver for National Prearranged Services, Inc., Memorial Service Life Insurance Company, and Lincoln Memorial Services, Inc., and various health and life insurance guarantee associations filed a lawsuit against Bremen Bank and Trust Company, National City Bank, which acquired Allegiant Bank through merger, and Marshall & Ilsley Trust Company N.A. for damages and other relief in connection with the service of Bremen Bank and Trust Co., Allegiant Bank, and Marshall & Ilsley Trust Company N.A. as trustees of prearranged funeral trusts established by National Prearranged Services, Inc.

J. DEFENDANT'S CONTROL OVER THE MONEY PROVIDED BY PURCHASERS OF PREARRANGED FUNERAL CONTRACTS ENABLED THEM TO USE THIS MONEY FOR THEIR OWN BENEFIT

39. The control over the assets in the National Prearranged Services, Inc. prearranged funeral trusts, as well as the money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc., the ownership and control over Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, the money paid as premiums for insurance policies purchased from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company, and funds and assets which were acquired as a result of "roll-overs," by Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, enabled National Prearranged Services, Inc. to engage in the following activities in which it would not have been able to engage in the absence of such control:

a. to retain the difference between the cost of the premiums for insurance policies on the lives of purchasers of prearranged funeral contracts, and the amounts which should have been deposited into prearranged funeral trusts established by National Prearranged Services, Inc., and paid to insurance companies in the form of premium payments, and to do so without the knowledge and consent of the trustees and the purchasers;

b. to borrow money from these insurance policies in order to receive their cash surrender values, and to receive the proceeds of such policy loans without the knowledge and

consent of the trustees, and the purchasers who owned the policies;

c. to surrender whole life insurance policies which were purchased and owned by trusts and individual policy holders;

d. to retain money paid as insurance premiums;

e. to authorize the purchase of term life insurance policies, which had no cash surrender value, to replace surrendered whole life insurance policies without the knowledge and consent of the trustees and purchasers;

f. to cause the transfer of large amounts of money from prearranged funeral trusts established by National Prearranged Services, Inc. for purposes other than the payment of funeral services and merchandise, and investments authorized under Missouri law.

K. MEANS BY WHICH DEFENDANTS EXECUTED THEIR SCHEME TO DEFRAUD

40. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, utilized various means to execute their scheme to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises. Some of the means by which the scheme was executed, are as follows:

a. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R.

WULF, and other persons known and unknown to the Grand Jury, failed to notify the financial institutions which were trustees of the trusts which were established to hold and invest the funds which the purchasers of prearranged funeral contracts paid to National Prearranged Services, Inc. of the provisions of the Boone County Consent Judgment. Under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a preneed trust which was to be separate from the existing preneed trusts of National Prearranged Services, Inc. within forty-five (45) days after receipt.

b. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, obtained access to the funds which were held in trust for purchasers of prearranged funeral services from National Prearranged Services, Inc. by means of the delegation of ministerial investment advisor responsibilities from Wulf, Bates & Murphy, Inc. to defendant RANDALL K. SUTTON, the transfer of custody of all life insurance policies purchased with funds provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc., and the instructions to the trustees to take direction from representatives of National Prearranged Services, Inc., including defendant RANDALL K. SUTTON, and defendant SHARON NEKOL PROVINCE, and Wulf, Bates & Murphy, Inc.

c. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL

PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused promissory notes and debentures issued by entities which were part of RBT Trust II to be deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established. These promissory notes and debentures were intended to replace assets which should have been held in such trusts.

d. In some instances, promissory notes which reflected a promise to repay the amounts removed from the National Prearranged Services, Inc.'s prearranged funeral trusts were created close to the time when the money was removed from the trusts. These promissory notes reflected promises to make payments on the debts reflected in the notes in designated amounts, at designated times, and at designated interest rates. In other instances, back dated promissory notes which reflected a promise to repay the amounts removed from the National Prearranged Services, Inc.'s prearranged funeral trusts were created after significant amounts of time, such as more than one year, had elapsed after the money had been removed from the trusts.

e. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, utilized assets of prearranged funeral trusts established by National Prearranged Services, Inc. to make some of the payments on these promissory notes. In other instances, payments were not made as required under the terms of these promissory notes.

f. In other situations, financial instruments entitled "debentures," which are unsecured promises to repay debt that were issued by entities which were part of RBT Trust II, were deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established to replace assets which should have been held in such trusts. There were also situations when assets were removed from such trusts in which no financial instruments, such as promissory notes and debentures, were ever deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established to replace assets which should have been held in such trusts.

g. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused material information relating to the persons for whom prearranged funeral contracts were purchased, such as the dates of birth of such persons, and the amounts paid in connection with such contracts, to be changed in Prearranged Funeral Agreements and applications for life insurance policies so that National Prearranged Services, Inc. could retain a larger amount of the payments made by the purchasers of prearranged funeral contracts. This was done by having employees of National Prearranged Services, Inc. white out and cross out the dates of birth of such persons, and the amounts paid in connection with such contracts, and replace those dates and amounts with false dates and amounts.

h. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant

BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the names of the beneficiaries and assignees of the life insurance policies which were purchased with funds provided by the purchasers of prearranged funeral contracts to be changed from the purchasers and the funeral homes which were to provide funeral services and merchandise to National Prearranged Services, Inc. without the knowledge and consent of such beneficiaries and assignees in an attempt to legitimize the misappropriation of funds from these policies. This was done by having employees of National Prearranged Services, Inc. white out and cross out the names of the designated beneficiaries and assignees, and replace those names with National Prearranged Services, Inc.

41. In April 2008, shortly before National Prearranged Services, Inc. was placed in rehabilitation by the District Court of Travis County, Texas, National Prearranged Services, Inc.'s approximate obligations under active prearranged funeral contracts exceeded $600,000,000. After taking into account insurance and trust assets expected to be available to pay for future funeral services and merchandise under prearranged funeral contracts sold by National Prearranged Services, Inc., the approximate loss to purchasers, funeral homes, and state insurance guarantee associations attributable to the scheme set forth above may range from $450,000,000 to $600,000,000.

42. On or about December 1, 2000, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and

DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by providing Allegiant Bank with a Letter of Direction to sell two thousand five hundred (2,500) shares of Dell Computer Corporation stock which were owned by Forever Enterprises, Inc. to National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, for $124,837.50, when such stock could have been purchased by National Prearranged Services, Inc. Trust IV on the open market for substantially less money.

In violation of Title 18, United States Code, Section 1344.

COUNT 3

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about June 22, 2001, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial

institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank, to wire transfer $900,000.00 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Wittner, Poger, Rosenblum, Spewak, & Maylack, P.C., at First National Bank of St. Louis, Clayton, Missouri, so that Rhonda L. Cassity, Inc., a corporation owned by the wife of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, could purchase residential real estate located in Nantucket, Massachusetts.

In violation of Title 18, United States Code, Section 1344.

COUNT 4

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about January 22, 2002, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of

Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank, to wire transfer $135,000.00 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Hollywood Forever, Inc., at Bank of America, Hollywood, California, in order to provide funds for Forever Enterprises, Inc.'s business projects.

In violation of Title 18, United States Code, Section 1344.

COUNT 5

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. Beginning on or about January 8, 2004, and continuing until on or about January 15, 2004, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, through a series of transactions, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank to execute wire transfers totaling $4,600,000 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank,

St. Louis, Missouri, to an account of Lincoln Memorial Services, Inc., at Truman Bank, St. Louis, Missouri, in order to provide money for the purchase of PLICA by RBT Trust II.

In violation of Title 18, United States Code, Section 1344.

COUNT 6

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about March 23, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank to wire transfer $582,592.60 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Hollywood Forever, Inc., at Bank of America, Hollywood, California, in order to provide funds for Forever Enterprises, Inc.'s business projects.

In violation of Title 18, United States Code, Section 1344.

COUNT 7

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about April 1, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by obtaining policy loans from Lincoln Memorial Life Insurance Co. in the amount of $3,027,149.00 on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, without the knowledge and consent of Allegiant Bank, the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 8

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 26, 2004, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by instructing Bremen Bank and Trust Co. to wire transfer $49,000.00 from National Prearranged Services, Inc. Trust IV to a bank account of National Prearranged Services, Inc. at Jefferson Bank & Trust in St. Louis, Missouri in order to pay expenses of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Section 1344.

COUNT 9

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 5, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by obtaining policy loans from Lincoln Memorial Life Insurance Co. in the amount of $2,138,516.77 on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, without the knowledge and consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 10

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. Beginning on or about July 31, 2007, and continuing until on or about August 6, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co.,

a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by causing assets which were part of National Prearranged Services, Inc. Trust IV to be liquidated, and transferring $1,569,000 of the net proceeds of such liquidation to Forever Enterprises, Inc. in order to pay a debt of Forever Enterprises, Inc.

In violation of Title 18, United States Code, Section 1344.

COUNT 11

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about September 26, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by causing the surrender of approximately 56,514 life insurance policies which included policies which were part of National Prearranged Services, Inc. Trust IV,

without the consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such whole life insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 12

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about December 10, 2002, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,800,000, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, to an account of National Prearranged Services, Inc. Trust IV, at Allegiant Bank, St. Louis, Missouri, which constituted proceeds of loans on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, and which were obtained without the knowledge and consent of Allegiant Bank, the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies, and which affected Allegiant Bank, a financial

institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 13

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about September 25, 2003, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $600,000.00, between an account of Lincoln Memorial Services, Inc. at Truman Bank, St. Louis, Missouri, to an account of Lincoln Memorial Services, Inc., at Harris Trust and Savings Bank, Chicago, Illinois, which constituted assets that were previously wire transferred from National Prearranged Services, Inc. Trust IV, and which affected Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 14

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about January 20, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $187,843.19, from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, which constituted the only portion of the assets valued at $2,419,395.74 that were transferred to National Prearranged Services, Inc. in connection with its purchase of existing prearranged funeral contracts from Price Funeral Home, Maryville, Missouri, that was used to pay premiums on life insurance policies that were intended to provide a source of funding for the death benefits which were to be provided by such contracts, and which affected Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 15

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 28, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,451,089.10, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, to an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, which constituted proceeds of loans on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, and which were obtained without the knowledge and consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 16

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about August 3, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,700,000.00, from an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, to an account of Forever Enterprises, Inc. at JP Morgan Chase Bank, Houston, Texas, to pay a debt owed by Forever Enterprises, Inc., and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 17

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 6, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,531,668.01, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A., Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, Missouri, which constituted proceeds of loans on life insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 18

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. Beginning on or about December 1, 2006, and continuing until on or about January 23, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $283,191.55, from an account of Lincoln Memorial Life Insurance Company, at Chase Bank of Texas, N.A., Austin, Texas, to an account of National Prearranged Services, Inc. Trust III, at Bremen Bank and Trust Co., St. Louis, Missouri, which constituted proceeds of loans on life insurance policies which were part of National Prearranged Services, Inc. Trust III, which were obtained without the knowledge and consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust III, which owned and had title to such insurance policies, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 19

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about May 14, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,

JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,803,057.41, from an account of Lincoln Memorial Life Insurance Company at Chase Bank of Texas, N. A. Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, Missouri, which contained the proceeds of loans on insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 20

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about June 7, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose

of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,000,000.00, from an account of Lincoln Memorial Life Insurance Company at Chase Bank of Texas, N. A., Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, which contained the proceeds of loans on insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 21

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about July 9, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, an email communication between the office of National

Prearranged Services, Inc., in Clayton, Missouri, and the office of the Ohio Department of Insurance, in Columbus, Ohio, which set forth the response of Lincoln Memorial Life Insurance Company to a regulatory inquiry concerning policy loans, and which stated the following, "There are no Ohio life insurance policies sold by Lincoln Memorial Life Insurance Company that have loans against them.", which statement was false and fraudulent as to a material matter in that this statement concealed the fact that there were policy loans in existence on Ohio policies at the time of the regulatory inquiry which were removed by transferring the loan repayment obligation from Ohio policies to life insurance policies that were owned by persons who resided in states other than Ohio.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 22

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about February 8, 2008, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain

signs, signals and sounds, that is, a wire transfer of funds in the amount of $60,000.00, from an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, to an account of National Prearranged Services, Inc. at Bank of America, Dallas, Texas, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 23

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about April 10, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Bristolville, OH 44402, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer A.N., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc.

to A.N. was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 24

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about April 10, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Lorain, OH 44053, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer R.L., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc. to R.L. was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 25

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about April 30, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to Grand View Funeral Home, [redacted], which contained a regular statement concerning Grand View Funeral Home's customers' trust accounts that falsely indicated many accounts were current, and that some were paid in full, whereas in truth and fact, a large amount of the funds in Grand View Funeral Home's customers' trust accounts had been extracted for other purposes, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 26

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about May 1, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Des Plaines, IL 60016, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer E.B., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc. to E.B. was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 27

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about May 1, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and

DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Alton, IL 62002, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer M.H., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc. to M.H. was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 28

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about February 28, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises,

did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Mortuary, [redacted], which contained a regular statement concerning [redacted] Mortuary's customers' trust accounts that falsely indicated many accounts were current, and that some were paid in full, whereas in truth and fact, a large amount of the funds in James and Gahr Mortuary's trust accounts had been extracted for other purposes, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 29

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about March 22, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service,

mail matter addressed to [redacted], Washington Court House, OH 43160, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer E.M., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc. to E.M was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 30

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about May 18, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Funeral Home, [redacted] which contained a regular statement concerning [redacted] Funeral Home's customers' trust accounts that falsely indicated many accounts were current, and that some were paid in full, whereas in truth and fact, a large amount of the funds in [redacted] Funeral Homes' trust accounts

had been extracted for other purposes, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 31

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about June 5, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Woodbury, TN 37190, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer Z.D., when in fact, the life insurance policy which was to fund the benefits promised by National Prearranged Services, Inc. to Z.D. was not fully funded.

In violation of Title 18, United States Code, Section 1341.

COUNT 32

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about November 20, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] Blue Springs, MO 64013, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer E.L, when in fact, National Prearranged Services, Inc. failed to deposit funds received from customer E.L. into National Prearranged Services, Inc. Trust IV, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 33

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about December 3, 2007, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be placed in an authorized depository for mail matter in Clayton, Missouri, and delivered according to the directions thereon by the United States Postal Service, mail matter addressed to [redacted] LaPlata, MO 63549, which contained a "Paid in Full Certificate" for National Prearranged Services, Inc. customer E.H., when in fact, National Prearranged Services, Inc. failed to deposit funds received from customer E.H. into National Prearranged Services, Inc. Trust IV, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 34

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about March 3, 2008, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and in attempting to do so, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be sent and delivered, according to the directions thereon by a private and commercial interstate carrier, that is, United Parcel Service, an envelope with a return address of R K Sutton, Memorial Service Life, 10 Brentwood Blvd, Saint Louis, MO 63105, which was addressed to American Express, US Pymt Center Florida, 2965 W. Corporate Lakes Blvd., Weston, FL 33331, which contained a check in the amount of $35,489.34 payable to American Express, to pay a personal account of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Section 1341.

COUNT 35

The Grand Jury charges:

On or about October 10, 2006, in the Eastern District of Missouri,

JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of Bayside Capital Management LLC, at First Bank, St. Louis, Missouri, a financial institution, in the amount of $260,000, into a bank account

of RBT Trust II at First Bank, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 36

The Grand Jury charges:

On or about July 7, 2008, in the Eastern District of Missouri,

JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of Bayside Capital Management LLC, at First Bank, St. Louis, Missouri, a financial institution, in the amount of $57,423.23, into a personal bank account of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, at Southwest Bank, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 37

The Grand Jury charges:

On or about October 10, 2006, in the Eastern District of Missouri,

BRENT DOUGLAS CASSITY,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of Bayside Capital Management LLC, at First Bank, St. Louis, Missouri, a financial institution, in the amount of $260,000.00, into a personal bank account of defendant BRENT DOUGLAS CASSITY, at Southwest Bank, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 38

The Grand Jury charges:

On or about May 15, 2008, in the Eastern District of Missouri,

BRENT DOUGLAS CASSITY,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction,

affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of Bayside Capital Management LLC, at First Bank, St. Louis, Missouri, a financial institution, in the amount of $20,000.00, into a personal bank account of defendant BRENT DOUGLAS CASSITY, at Regions Bank, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 39

The Grand Jury charges:

On or about July 7, 2008, in the Eastern District of Missouri,

BRENT DOUGLAS CASSITY,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of Bayside Capital Management LLC, at First Bank, St. Louis, Missouri, a financial institution, in the amount of $57,423.23, into a personal bank account of defendant BRENT DOUGLAS CASSITY, at Regions Bank, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section

1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 40

The Grand Jury charges:

On or about January 9, 2006, in the Eastern District of Missouri,

HOWARD A. WITTNER,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of HAW LLC, at First National Bank of St. Louis, Clayton, Missouri, a financial institution, in the amount of $200,000.00, into a personal account of defendant HOWARD A. WITTNER, at Smith Barney, St. Louis, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 41

The Grand Jury charges:

On or about April 18, 2007, in the Eastern District of Missouri,

HOWARD A. WITTNER,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of HAW LLC, at First National Bank of St. Louis, Clayton, Missouri, a financial institution, in the amount of $177,500.00, into a personal account of defendant HOWARD A. WITTNER, at First National Bank of St. Louis, Clayton, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 42

The Grand Jury charges:

On or about July 17, 2008, in the Eastern District of Missouri,

HOWARD A. WITTNER,

the defendant herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the deposit of a check drawn on a bank account of HAW LLC, at First National Bank of St.

Louis, Clayton, Missouri, a financial institution, in the amount of $713,235.00, into a personal account of defendant HOWARD A. WITTNER, at First National Bank of St. Louis, Clayton, Missouri, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 43

The Grand Jury charges:

On or about August 2, 2007, in the Eastern District of Missouri,

RANDALL K. SUTTON,
BRENT DOUGLAS CASSITY, and
DAVID R. WULF,

the defendants herein, did knowingly engage and attempt to engage in a monetary transaction, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is, the wire transfer of funds from a bank account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, a financial institution, in the amount of $670,000, to a bank account of Forever Enterprises, Inc. at JP Morgan Chase Bank, N.A., Austin, Texas, a financial institution, such property having been derived from specified unlawful activity, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud

affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

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

COUNT 44

The Grand Jury charges:

INTRODUCTION

1. Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, Professional Liability Insurance Company of America, hereinafter referred to as PLICA, Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, and HAW LLC were entities engaged in the business of insurance, which consisted of the writing of insurance and the reinsuring of risks, including all acts necessary and incidental to such writing and reinsuring.

2. Beginning on or about sometime before January 1, 2000, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, were engaged in the business of insurance whose activities affected interstate commerce as a result of their acting and being officers, directors, agents and employees of Lincoln Memorial Life Insurance Companies, and Memorial Service Life Insurance Company, both of which were Texas insurance companies.

3. Beginning on or about sometime in 2004, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY
BRENT DOUGLAS CASSITY, and
HOWARD A. WITTNER,
DAVID R. WULF,

the defendants herein, were engaged in the business of insurance whose activities affected interstate commerce as a result of their acting and being officers, directors, agents and employees of PLICA, a New York insurance company.

4. Beginning on or about sometime in 2004, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010,

JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and
BRENT DOUGLAS CASSITY,

the defendants herein, were engaged in the business of insurance whose activities affected interstate commerce as a result of their being officers, directors, agents and employees of Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, a Missouri limited liability company that managed PLICA. Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, received as compensation a percentage of all direct business written by PLICA.

4. Beginning on or about sometime in 2004, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010,

HOWARD A. WITTNER,

the defendant herein, was engaged in the business of insurance whose activities affected

interstate commerce as a result of his being an officer, director, agent and employee of HAW LLC, a Missouri limited liability company. HAW LLC was used to compensate defendant HOWARD A. WITTNER for his services as Vice President, Secretary, and General Counsel of PLICA. HAW LLC was also used to pay expenses incurred in the operations of PLICA.

THE CONSPIRACY AND ITS OBJECTS

5. Beginning on or about sometime before January 1, 2000, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, did knowingly and willfully combine, conspire, confederate and agree together and with each other, and with other persons known and unknown to the Grand Jury, to commit various offenses against the United States, that is, being engaged in the business of insurance whose activities affect interstate commerce, and knowingly, with the intent to deceive, making a false material statement and report, and willfully and materially overvaluing any land, property and security, in connection with a financial report and document presented to an insurance regulatory official and agency, and an agent and examiner appointed by such official and agency to examine the affairs of such person, in violation of Title 18, United States Code, Section 1033(a)(1); and acting as, and being an officer, director, agent, and employee of a person engaged in the business of insurance whose activities affect interstate commerce, and being engaged in the business of insurance whose activities affect interstate commerce, and being

involved in a transaction relating to the conduct of affairs of such a business, willfully embezzling, abstracting, purloining and misappropriating the moneys, funds, premiums, credits, and other property of a person engaged in the business of insurance, in violation of Title 18, United States Code, Section 1033(b)(1).

MANNER AND MEANS OF THE CONSPIRACY

1. It was part of the conspiracy that beginning on or about March 10, 2004, and continuing until on or about May 19, 2004, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, submitted financial statements of RBT Trust II to the New York Department of Insurance, in order to obtain the approval of the New York Department of Insurance for RBT Trust II's proposed purchase of PLICA. These financial statements were false and fraudulent as to a material matter in that they only included the assets and liabilities of two of the entities which were part of RBT Trust II, that is, National Prearranged Services, Inc., and Forever Enterprises, Inc., and failed to include the assets and liabilities of many of the other entities which were part of RBT Trust II, including National Heritage Enterprises, Inc., and Lincoln Memorial Services, Inc. If the assets and liabilities of the other entities which were part of RBT Trust II had been included in these financial statements, the amount of the beneficiaries' equity of RBT Trust II which was reported to the New York Department of Insurance would have been substantially less than what was actually reported. The New York Department of Insurance probably would not have approved the purchase of PLICA by RBT Trust II if it had been aware of the true financial

condition and position of RBT Trust II, and the true amount of its beneficiaries' equity.

2. It was part of the conspiracy that defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, submitted yearly and quarterly financial statements of PLICA to the New York Department of Insurance which were false and fraudulent as to material matters in that such financial statements asserted that all affiliated transactions which were required to be disclosed had been disclosed whereas in truth and in fact, said statements failed to disclose numerous transactions between PLICA and entities which were affiliates of PLICA. This failure to disclose transactions between PLICA and its affiliates prevented the New York Department of Insurance from effectively overseeing and regulating the operations and finances of PLICA. The following transactions should have been disclosed, but were not:

a. From on or about February 15, 2007 through on or about December 14, 2007, PLICA engaged in transactions with Forever Enterprises, Inc., an affiliated party, totaling approximately $612,573.20, which were not disclosed on the 2007 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

b. From on or about January 4, 2005 through on or about December 2, 2005, PLICA engaged in transactions with Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, an affiliated party, totaling approximately $2,202,233.80, which were not disclosed on the 2005 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

c. From January 17, 2006 through December 18, 2006, PLICA engaged in transactions with Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, an affiliated party, totaling approximately $4,393,356.06, which were not disclosed on the 2006 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

d. From January 8, 2007 through December 14, 2007, PLICA engaged in transactions with Bayside Capital LLC, which subsequently became known as Bayside Capital Management LLC, an affiliated party, totaling approximately $3,499,899.29 which were not disclosed on the 2007 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

e. From January 4, 2005 through December 31, 2005, PLICA engaged in transactions with Lincoln Memorial Services, Inc., an affiliated party, totaling approximately $1,530,296.00, which were not disclosed on the 2005 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

f. On or about January 5, 2006, PLICA engaged in a transaction with Lincoln Memorial Services, Inc., an affiliated party, totaling $1,300,000 which was not disclosed on 2006 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

g. On or about January 2, 2007, PLICA engaged in transactions with Lincoln Memorial Services, Inc., an affiliated party, totaling $1,350,000, which were not disclosed on the 2007 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

h. From January 1, 2006 through December 31, 2006, PLICA engaged in transactions with HAW LLC, an affiliated party, totaling approximately $2,402,517.67 which were not disclosed on the 2006 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

i. From January 1, 2007 through December 31, 2007, PLICA engaged in transactions with HAW LLC, an affiliated party, totaling approximately $4,385,337.80 which were not disclosed on the 2007 quarterly and annual statements of PLICA that were submitted to the New York Department of Insurance.

3. It was part of the conspiracy that from on or about certain times in 2004 through on or about certain times in April 2008, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, submitted inaccurate and false information to the New York Department of Insurance regarding the ownership and control of PLICA, including information in Annual Statements and Holding Company Registration Statements, which was false and fraudulent as to material matters in that the statements failed to properly identify ownership and control of PLICA, and to disclose PLICA's parents, subsidiaries and affiliates, as well as the management agreements, service contracts and cost sharing agreements that PLICA entered into with parents, subsidiaries and affiliates, and other entities and persons who exercised control over PLICA.

4. It was part of the conspiracy that defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG

CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, embezzled, abstracted, purloined and misappropriated money from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company by causing unauthorized policy loans to be taken by National Prearranged Services, Inc. on insurance policies purchased from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company which were purchased and owned by individuals and trusts in order to provide a source of funds to pay for the funeral services and merchandise which were promised under prearranged funeral contracts with National Prearranged Services, Inc. These policy loans were obtained without the knowledge and consent of the owners' of the insurance policies.

5. It was part of the conspiracy that defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, embezzled, abstracted, purloined and misappropriated money from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company by causing National Prearranged Services, Inc. to forward to Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company only a portion of premium payments paid on life insurance policies which were purchased from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company by individuals and trusts in order to provide a source of funds to pay for the funeral services and merchandise promised under prearranged funeral contracts with National Prearranged Services, Inc. In many instances, customers of National

Prearranged Services, Inc. paid their insurance premiums on policies issued by Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company in full at the time of purchase. The decision by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, to cause National Prearranged Services, Inc. to obtain and retain for its own use a portion of insurance premium payments that should have been paid to Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company was made without the knowledge and consent of the owners of such policies, who were the persons and trusts who purchased the insurance policies.

OVERT ACTS

In connection with the above conspiracy, and to effectuate the objectives thereof, the following overt acts occurred in the Eastern District of Missouri and elsewhere:

1. On or about March 4, 2004, defendant BRENT DOUGLAS CASSITY executed a Biographical Affidavit which was submitted to the New York Department of Insurance as part of RBT Trust II's request for approval of its application to purchase PLICA.

2. On or about March 5, 2004, defendant HOWARD A. WITTNER executed a Biographical Affidavit which was submitted to the New York Department of Insurance as part of RBT Trust II's request for approval of its application to purchase PLICA.

3. Beginning on or about March 10, 2004, and continuing until on or about May 19, 2004, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant HOWARD A. WITTNER directed a certified public accountant to prepare three financial

statements of RBT Trust II, which only included assets and liabilities of two of the entities which were part of RBT Trust II, that is National Prearranged Services, Inc., and Forever Enterprises, Inc., and which failed to include the assets and liabilities of many of the other entities which were part of RBT Trust II, including National Heritage Enterprises, Inc., and Lincoln Memorial Services, Inc.

4. On or about March 16, 2004, defendant HOWARD A. WITTNER executed a Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer which was submitted to the New York Department of Insurance as part of RBT Trust II's request for approval of its application to purchase PLICA.

5. On or about April 28, 2004, defendant HOWARD A. WITTNER executed a Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer which was submitted to the New York Department of Insurance as part of RBT Trust II's request for approval of its application to purchase PLICA.

6. On or about May 10, 2004, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and another person, discussed the language to be used by a certified public accountant to affirm the financial statement of RBT Trust II that was submitted to the New York Department of Insurance in support of RBT Trust II's request for approval of its application to purchase PLICA.

7. On or about May 10, 2004, defendant HOWARD A. WITTNER notarized the signature of a certified public accountant on an affirmation of a financial statement of RBT Trust II.

8. On or about May 16, 2004, defendant HOWARD A. WITTNER caused a draft

agreement to be sent to a certified public accountant to indemnify and hold harmless the certified public accountant from, and any claims made as result of the 2002-2003 audit of RBT Trust II by the certified public accountant.

9. Sometime between on or about June 1, 2004, and on or about July 12, 2004, defendant HOWARD A. WITTNER executed an Incentive Agreement between defendant HOWARD A. WITTNER, Trustee of RBT Trust II, and defendant HOWARD A. WITTNER.

10. On or about June 30, 2004, defendant RANDALL K. SUTTON requested that $1,310,740 be wire transferred from Lincoln Memorial Life Insurance Company to National Prearranged Services, Inc. as an advance on policy loans.

11. On or about July 1, 2004, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant BRENT DOUGLAS CASSITY, executed an Administrative Agreement between PLICA Management Company, PLICA, and Bayside Capital LLC.

12. On or about July 1, 2004, defendant HOWARD A. WITTNER executed an Agreement between PLICA Management Company, and defendant HOWARD A. WITTNER.

13. On or about some time in February, 2005, with the exact date unknown to the Grand Jury, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, defendant BRENT DOUGLAS CASSITY, and defendant HOWARD A. WITTNER, caused the Annual Statement of PLICA for the year ended December 31, 2004, to be submitted to the New York Department of Insurance.

14. On or about November 10, 2005, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant BRENT DOUGLAS CASSITY, executed an Administrative Agreement between PLICA Management Company, PLICA, and Bayside Capital LLC.

15. On or about sometime in February, 2006, with the exact date unknown the the Grand Jury, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, defendant BRENT DOUGLAS CASSITY, and defendant HOWARD A. WITTNER, caused the Annual Statement of PLICA for the year ended December 31, 2005, to be submitted to the New York Department of Insurance.

16. On or about March 13, 2006, defendant RANDALL K. SUTTON caused to be mailed a Paid In Full" Certificate in the name of E.M., of Mendota, Illinois, who purchased a prearranged funeral contract from National Prearranged Services, Inc., and an insurance policy from Lincoln Memorial Life Insurance Company.

17. On or about April 10, 2006, defendant RANDALL K. SUTTON caused to be mailed a "Paid In Full" Certificate in the name of A.N., of Bristolville, Ohio, who purchased a prearranged funeral contract from National Prearranged Services, Inc., and an insurance policy from Lincoln Memorial Life Insurance Company.

18. On or about June 28, 2006, defendant RANDALL K. SUTTON requested policy loans from Lincoln Memorial Life Insurance Company to National Prearranged Services, Inc. in the amount of $4,500,000.

19. On or about October 3, 2006, defendant RANDALL K. SUTTON requested policy loans from Lincoln Memorial Life Insurance Company to National Prearranged Services, Inc. in the amount of $5,596,197.19.

20. On or about January 23, 2007, defendant RANDALL K. SUTTON requested policy loans from Lincoln Memorial Life Insurance Company to National Prearranged Services, Inc. in the amount of $2,432,501.32.

21. On or about sometime in February, 2007, with the exact date unknown to the Grand Jury, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, defendant BRENT DOUGLAS CASSITY, and defendant HOWARD A. WITTNER, caused the Annual Statement of PLICA for the year ended December 31, 2006, to be submitted to the New York Department of Insurance.

22. On or about April 15, 2008, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, and defendant HOWARD A. WITTNER executed an Amendment to Administrative Agreement between PLICA Management Company, PLICA, and Bayside Capital Management LLC.

23. On or about January 15, 2009, acting as Trustee of Division 1 of RBT Trust II, defendant HOWARD A. WITTNER executed the First Amendment to Division 1 of RBT Trust II Irrevocable Living Trust Agreement.

In violation of Title 18, United States Code, Section 371.

COUNT 45

The Grand Jury charges:

Beginning on or about March 10, 2004, and continuing until on or about May 19, 2004, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLASS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, being engaged in the business of insurance whose activities affected interstate commerce, knowingly and with

the intent to deceive, did make a false material statement and report, and willfully and materially did overvalue land, property and security, in connection with financial reports and documents presented to the New York Department of Insurance, an insurance regulatory agency, for the purpose of influencing the actions of the New York Department of Insurance, that is, in financial statements submitted as part of RBT Trust II's application for approval to purchase Professional Liability Insurance Company of America, hereinafter referred to as PLICA, to the New York Department of Insurance, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, only included the assets and liabilities of two of the entities which were part of RBT Trust II, that is, National Prearranged Services, Inc., and Forever Enterprises, Inc., in determining the amount of the benficiaries' equity of RBT Trust II, whereas in truth and in fact, as defendant RANDALL K. SUTTON, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, well knew, the actual amount of the beneficiaries' equity in RBT Trust II was substantially less than the amounts reported in such financial statements because the stated beneficiaries' equity did not include assets and liabilities of numerous entities which were part of RBT Trust II, including National Heritage Enterprises, Inc., and Lincoln Memorial Services, Inc., that should have been included in determining the beneficiaries equity of RBT Trust II, and which false material statement and report jeopardized the safety and soundness of PLICA, an insurer, and was a significant cause of PLICA being placed in conservation and rehabilitation by the Supreme Court of the State of New York (New York County), on or about April 28, 2010.

In violation of Title 18, United States Code, Sections 1033(a)(1) and (a)(2) and 2.

COUNT 46

The Grand Jury charges:

On or about some time in February, 2007, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLASS CASSITY, and
HOWARD A. WITTNER,
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, being engaged in the business of insurance whose activities affected interstate commerce, knowingly and with the intent to deceive, did make a false material statement and report, and willfully and materially did overvalue land, property and security, in connection with financial reports and documents presented to the New York Department of Insurance, an insurance regulatory agency, for the purpose of influencing the actions of the New York Department of Insurance, that is, in the 2006 Annual Statement for Professional Liability Insurance Company of America, hereinafter referred to as PLICA, a financial statement which was submitted to the New York Department of Insurance, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, the defendants herein, stated "Not Applicable," when required to disclose to the New York Department of Insurance information pertaining to its parent, subsidiaries and affiliates, including information detailing transactions greater that one half per cent (½%) of admitted

assets, and information regarding management agreements, service contract agreements and cost sharing agreements and information regarding guarantees or contingencies for related parties, whereas in truth and in fact, as defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, well knew, that agreements existed, and transactions had occurred with affiliates, persons and entities that were related to and controlled PLICA, and were required to be disclosed in the 2006 Annual Statement for PLICA, and which false material statement and report jeopardized the safety and soundness of PLICA, an insurer, and was a significant cause of PLICA being placed in conservation and rehabilitation by the Supreme Court of the State of New York (New York County), on or about April 28, 2010.

In violation of Title 18, United States Code, Sections 1033(a)(1) and (a)(2) and 2.

COUNT 47

The Grand Jury charges:

On or about June 28, 2006, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLASS CASSITY, and
HOWARD A. WITTNER,
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, acting as and being officers, directors, agents, and employees of Lincoln Memorial Life Insurance Company, a person engaged in the business of insurance whose activities affected interstate commerce, and being engaged in the business of insurance whose activities affected interstate commerce in a

transaction relating to the conduct of affairs of Lincoln Memorial Life Insurance Company, did willfully embezzle, abstract, purloin and misappropriate moneys, funds, premiums, credits and other property of Lincoln Memorial Life Insurance Company in excess of $5,000, by causing National Prearranged Services, Inc. to obtain the proceeds of unauthorized policy loans from Lincoln Memorial Life Insurance Company in the amount of $4,500,000, and which embezzlement and misappropriation jeopardized the safety and soundness of Lincoln Memorial Life Insurance Company, an insurer, and was a significant cause of Lincoln Memorial Life Insurance Company being placed in conservation and rehabilitation by the District Court of Travis County, Texas, on or about May 14, 2008.

In violation of Title 18, United States Code, Sections 1033(b)(1) and (b)(2) and 2.

COUNT 48

The Grand Jury charges:

On or about February 20, 2006, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLASS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, acting as and being officers, directors, agents, and employees of Lincoln Memorial Life Insurance Company, a person engaged in the business of insurance whose activities affected interstate commerce, and being engaged in the business of insurance whose activities affected interstate commerce in a transaction relating to the conduct of affairs of Lincoln Memorial Life Insurance Company, did willfully embezzle, abstract, purloin and misappropriate moneys, funds, premiums, credits and

other property of Lincoln Memorial Life Insurance Company in excess of $5,000, by causing National Prearranged Services, Inc. to obtain and retain insurance premiums paid in full with a life insurance application made by E. M. to Lincoln Memorial Life Insurance Company in the amount of $10,242.48, of which only $192.56 was forwarded and paid in premiums to Lincoln Memorial Life Insurance Company when the application was received, and the policy was issued by Lincoln Memorial Life Insurance Company, and which embezzlement and misappropriation jeopardized the safety and soundness of Lincoln Memorial Life Insurance Company, an insurer, and was a significant cause of Lincoln Memorial Life Insurance Company being placed in conservation and rehabilitation by the District Court of Travis County, Texas, on or about May 14, 2008.

In violation of Title 18, United States Code, Sections 1033(b)(1) and (b)(2) and 2.

COUNT 49

The Grand Jury charges:

Beginning on or about sometime prior to January 1, 1998, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010, in the Eastern District of Missouri, and elsewhere,

JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

the defendant herein, having been convicted of a criminal felony involving dishonesty and a breach of trust, that is, willfully, knowingly and unlawfully conspiring to use and using fraudulent letters of credit, in violation of Title 18, United States Code, 371, and falsifying an income tax return, in violation of Title 26, United States Code, Section 7206(1), in the United States District Court for the Western District of Missouri, on or about January 29, 1982, did

willfully engage in the business of insurance whose activities affected interstate commerce, and participate in such business.

In violation of Title 18, United States Code, Section 1033(e)(1)(A).

COUNT 50

The Grand Jury charges:

Beginning on or about sometime prior to January 1, 1998, with the exact date unknown to the Grand Jury, and continuing until on or about April 28, 2010, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON
BRENT DOUGLAS CASSITY, and
HOWARD A. WITTNER,

the defendants herein, being engaged in the business of insurance whose activities affect interstate commerce, did willfully permit James Douglas Cassity, a/k/a Doug Cassity, not named as a defendant in this count, who was convicted of a criminal felony involving dishonesty and a breach of trust, that is, willfully, knowingly and unlawfully conspiring to use and using fraudulent letters of credit, in violation of Title 18, United States Code, 371, and falsifying an income tax return, in violation of Title 26, United States Code, Section 7206(1), in the United States District Court for the Western District of Missouri, on or about January 29, 1982, to engage in the business of insurance whose activities affected interstate commerce and participate in such business.

In violation of Title 18, United States Code, Sections 1033(e)(1)(B) and 2.

FORFEITURE

The allegations contained in Counts 1 through 34 of this Indictment are hereby realleged

and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 982(a)(2).

The allegations contained in Counts 35 through 43 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(1).

Upon conviction of the offenses in violation of Title 18, United States Code, Section 1341, Title 18, United States Code, Section 1343, Title 18, United States Code, Section 1344, and Title 18, United States Code, Section 1349, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

Upon conviction of the offenses in violation of Title 18, United States Code, Section 1341, Title 18, United States Code, Section 1343, Title 18, United States Code, Section 1344, and Title 18, United States Code, Section 1349, affecting a financial institution, defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2), any property constituting, or derived from, proceeds obtained directly or indirectly, as the result of such violation.

Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1957, defendant RANDALL K. SUTTON, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense, and any property traceable to such property.

Specific property alleged to be forfeited pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) and pursuant to Title 18, United States Code, Section 982(a)(1) and (a)(2), includes, but is not limited to, the following:

1. All ownership shares in Professional Liability Insurance Corporation of America (PLICA), a New York insurance company, and all the assets of PLICA, including, but not limited to, any recognized or anticipated surplus;
2. The assets of the following trusts: RBT Trust II; RBT Trust II, Division 1 and 2; and PLICA Equity Trust;
3. Real property
   a. Real Property located at [redacted] Naples, FL more particularly described as:

[redacted] LE JARDIN, a condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2406, Page 433, of the Public Records of Collier County, Florida. Together with the exclusive right to use Parking Space Numbers 35 and 36;

   b. Real Property located at [redacted] St. Louis, MO more particularly described as:

Lot 16 in Block "A" of Bemiston, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 3, page 64 of the St. Louis County Records.

c. Real Property located at [redacted] Nantucket, MA more particularly described as:

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as [redacted] bounded and described as follows:

NORTHEASTERLY	by Cliff Road, thirty and 57/100 (30.57) feet;
SOUTHEASTERLY	by the line of Folger Lane, in three courses, one hundred seventy-two and 82/100 (172.82) feet;
WESTERLY	by Lot 2 on plan hereinafter mentioned, in two courses, fifty and 53/100 (50.53) feet; and
NORTHWESTERLY	by said Lot 2 and by land now or formerly of Jean Murray Lewis, one hundred twenty-four and 95/100 (124.95) feet;

d. Real Property located at [redacted], Nantucket, MA more particularly described as:

That certain parcel of land situated in Nantucket, Nantucket County, Massachusetts, with the buildings thereon now known and numbered as 5 Francis Street, bounded and described as follows:

SOUTHEASTERLY	by Francis Street, seventy-one and 13/100 (71.13) feet;
SOUTHWESTERLY	by land now or formerly of Donald C. Bohnsack et al., seventy-one and 34/100 (71.34) feet;
NORTHWESTERLY	by Meader Street, seventy and 52/100 (70.52) feet; and
NORTHEASTERLY	by land now or formerly of Hans C. Christensen et al., seventy-two and 6/100 (72.06) feet;

e. Real Property located at [redacted], Chesterfield, MO more particularly described as:

That certain parcel of land situated in Chesterfield, Missouri, with the buildings thereon now known and numbered as [redacted], Chesterfield, Missouri, bounded and described as follows:
Lot 618 of Wildhorse Village Plat Four, according to the plat thereof recorded

in Plat Book 316, page 51 of the St. Louis County Records.

f. Real Property located at [redacted], Los Angeles, CA

more particularly described as:

THAT PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SANTA MONICA BOULEVARD, 80 FEET WIDE, WITH THE EASTERLY LINE OF GOWER STREET, 55.00 FEET WIDE, AS SAID INTERSECTION IS SHOWN ON CITY OF LOS ANGELES ENGINEERS FIELD BOOK 16031 PAGE 34; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST 900.41 FEET ALONG SAID SOUTHERLY LINE; TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS WEST 456.00 FEET; THENCE LEAVING SAID LINE SOUTH 0 DEGREE 01 MINUTE 00 SECONDS EAST 102.33 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST 57.80 FEET; THENCE SOUTH 0 DEGREE 10 MINUTES 27 SECONDS WEST 4.86 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST 11.16 FEET; THENCE SOUTH 0 DEGREE 10 MINUTES 27 SECONDS WEST 2.51 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST 53.07 FEET; THENCE NORTH 0 DEGREE 10 MINUTES 27 SECONDS EAST 7.37 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST 322.25 FEET TO A POINT ON SAID EASTERLY LINE OF GOWER STREET DISTANT SOUTH 0 DEGREE 05 MINUTES 29 SECONDS EAST 100.85 FEET FROM SAID INTERSECTION OF THE SOUTHERLY LINE OF SANTA MONICA BOULEVARD AND THE EASTERLY LINE OF GOWER STREET; THENCE ALONG SAID EASTERLY LINE SOUTH 0 DEGREE 05 MINUTES 29 SECONDS EAST 1,178.82 FEET TO THE NORTHERLY LINE OF TRACT NO. 3688, IN SAID CITY, AS PER MAP RECORDED IN BOOK 40 PAGE 22 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT AND ALONG THE NORTHERLY LINES OF TRACT NO. 9885, TRACT NO. 12154 AND THE MARLBOROUGH TRACT, ALL IN SAID CITY AS PER MAPS RECORDED IN BOOK 147 PAGES 31 AND 32, BOOK 259 PAGE 32 AND BOOK 10 PAGE 9, ALL OF MAPS, RECORDS OF SAID COUNTY RECORDER, NORTH 89 DEGREES 59 MINUTES 12 SECONDS EAST 1,922.68 FEET TO THE WESTERLY LINE OF VAN NESS AVENUE, 60.00 FEET WIDE; THENCE ALONG SAID WESTERLY LINE NORTH 0

DEGREE 05 MINUTES 00 SECONDS WEST, 1,177.86 FEET TO A POINT DISTANT SOUTH 0 DEGREE 05 MINUTES 00 SECONDS EAST 102.11 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF SANTA MONICA BOULEVARD 80.00 FEET WIDE AS SHOWN ON CITY OF LOS ANGELES ENGINEERS FIELD BOOK 13938, PAGE 20; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 58 MINUTES 21 SECONDS WEST, 1,022.49 FEET TO A POINT WHICH IS DISTANT SOUTH 0 DEGREE 00 MINUTES 27 SECONDS WEST 102.18 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREE 00 MINUTE 27 SECONDS EAST 102.18 FEET BACK TO THE TRUE POINT OF BEGINNING.
EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN OR UNDER THAT PORTION OF SAID LAND LAYING WITHIN THE BOUNDARIES DESCRIBED IN DEED IN FAVOR OF TRANS AMERICAN PETROLEUM CO., A CORPORATION, RECORDED JUNE 13, 1958 AS INSTRUMENT NO. 3791 AND AS PARTIALLY QUITCLAIMED IN DEEDS RECORDED MAY 31, 1960 AS INSTRUMENT NO. 4719 AND NO. 4720, AND LYING BELOW 500 FEET BELOW THE SURFACE THEREOF TOGETHER WITH RIGHT TO EXPLORE, DRILL FOR AND PRODUCE SAME IN AREA OF SAID PREMISES, 500 FEET BELOW THE SURFACE THEREOF.

g. Real property located at 301 Tennessee Valley Road, Mill Valley, CA

more particularly described as:

PARCEL ONE:
ALL THAT PORTION of Lots 1 and 2 in Block 190, as shown upon that certain map entitled, "Official Map of Lands of the Sausalito Land and Ferry Company", filed for record April 26, 1869 in Rack 1 of Maps, at Pull 9, Marin County Records, lying Westerly of the lands taken in the Action entitled, "United States of America vs. Sausalito Land and Ferry Company, et al", Case No. 22280-R, U.S. District Court.
PARCEL TWO:
ALL OF LOTS 10 and 11, in Block 191, as shown upon that certain map entitled, "Official Map of Lands of the Sausalito Land and Ferry Company", filed for record April 26, 1869 in Rack 1 of Maps, at Pull 9, Marin County Records.
EXCEPTING THEREFROM and thereout that portion of Lot 10 as described in the Deed to Sausalito Cemetery Association, recorded July 7, 1893 in Book 26 of Deeds, at Page 331, Marin County Records.

PARCEL THREE:
COMMENCING at the Southeast corner of the tract of land conveyed by the Sausalito Land and Ferry Company to the Sausalito Cemetery Association on March 18, 1892, the description of which is on file in the Office of the Recorder of Deeds in and for the County of Marin, State of California, which point lies 0°00' East distant 15.40 feet from a concrete monument set in the South line of said tract; running thence 0°00' West 649.40 feet to the East line of the County Road; thence along the County Road, North 11°35' East 212.60 feet; thence North 6°58' West 102.90 feet; thence North 26°13' West 110.80 feet; thence North 32°18' West 156.50 feet; thence leaving the County Road and running North 53°07' East 138.10 feet; thence South 64°45' East 209.90 feet; thence South 21°55' East 98.70 feet; thence South 40°15' East 135.60 feet; thence South 57°45' East 159.90 feet; thence 0°00' West 28.00 feet; thence 0°00' South 14.00 feet; thence 0°00' East 50.00 feet; thence South 28°40' East 163.40 feet; thence South 44°00' East 131.15 feet to the point of commencement.
BEING the most Southwesterly portion of the tract of land conveyed by Sausalito Land and Ferry Company to the Sausalito Cemetery Association on March 18, 1892.
EXCEPTING THEREFROM all of that portion of land described in the Deed conveyed to the Sausalito Land and Ferry Co. in Book 181 of Official Records, at Page 415, Marin County records, lying Northerly and Easterly of the following described agreement line:
BEGINNING at 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775" lying on the Southerly line of the Sausalito Cemetery as said line is shown on the "Section Map No. 1, Sasalito Cemetery" Book 1 of Maps, at Page 68, and as said 2" pipe is shown on the Survey of the Sausalito Cemetery by Engineering Field Services, San Rafael, California, Job #645 in April, 1973; thence North 197.06 feet to an 8" X 8" concrete monument with brass pin as shown on said Section Map No. 1; thence West 17.00 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence North 20°55' West 133.00 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence North 34°56' West 35.00 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence North 3°37' West 151.00 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence 93.59 feet along a tangent curve to the left having a radius of 70.00 feet, through a central angle of 76°36' to a 2" iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775" (the midpoint along said curve also being marked by a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence North 80°13' West 83.00 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence South 53°7' West 63.67 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775"; thence continuing South 53°7' West 71.34 feet to a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775" set on the Easterly line of

Tennessee Valley Road, a distance of 30 feet East of the existing centerline of pavement as surveyed by said Engineering Field Services.
Reference is made to the Record of Survey to be filed; being the results of the Engineering Field Services Survey of the Cemetery.
EXCEPTING FROM Parcels One, Two and Three above described, the following described property:
BEGINNING at a point on the East line of Tennessee Valley Road which point is distant South 15°20' West 3.44 feet from the Northwest corner of Lot 10, shown upon the Record of Survey filed December 29, 1978 in Volume 15 of Surveys, at Page 43, Marin County Records; running thence from said point of beginning and leaving said road line South 73°01'55" East 250.26 feet; thence South 0°02'50" West 230.00 feet; thence South 19°57'44" East 80.00 feet; thence South 46°26'40" East 70.88 feet; thence South 60°00' East 110.00 feet; thence South 110.00 feet to a point on the Northerly line of Tamalpais Avenue; thence along said Northerly Avenue line and the Easterly line of Tennessee Valley Road the following course and distances, on a curve to the right with a radius of 800 feet, a central angle of 16°40' for an arc distance of 232.71 feet; thence on a curve to the left with a radius 260 feet, a central angle of 17°57'35" for an arc distance of 81.50 feet; thence South 82°47' West 34.50 feet; thence on a curve to the right with a radius of 20 feet, a central angle of 90° for an arc distance of 31.42 feet; thence North 7°13'00" West 428.24 feet; thence on a curve to the right with a radius of 364 feet, a central angle of 22°33' for an arc distance of 143.26 feet to the point of beginning.
PARCEL FOUR:
ALL of that portion of land described in the Deed conveyed to the Sausalito Land & Ferry Co. in Book 181 of Official Records, at Page 415, Marin County Records, lying Northerly and Easterly of the following described agreement line:
BEGINNING at a 2" I.D. iron pipe with brass cap stamped "Agreement Line Cemetery LS 3775" lying on the Southerly line of the Sausalito Cemetery as said line is shown on the 'Section Map No. 1 Sausalito Cemetery', Book 1 of Maps, Page 68, and as said 2" iron pipe is shown on the Survey of the Sausalito Cemetery by Engineering Field Services, San Rafael, California Job #645 in April, 1973; thence North 197.06 feet to an 8" X 8" concrete monument with brass pin as shown on said Section Map No. 1; thence West 17.00 feet to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence North 20°55' West 133.00 feet to a 20" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence North 34°56' West 35.00 feet to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence North 3°37' West 151.00 feet to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence 93.58 feet along a tangent curve to the left having a radius of 70.00 feet, through a central angle of 76°36' to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775' (the midpoint along said curve also being marked by a 2" I.D. iron pipe

with brass cap stamped 'Agreement Line Cemetery LS 3775'); thence North 80°13' West 83.00 feet to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence South 53°7' West 63.67 feet to a 2" I.D. iron pipe with brass cap stamped 'Agreement Line Cemetery LS 3775'; thence continuing South 53°7' West 71.34 feet to a 2" I.D. iron pipe with a brass cap stamped 'Agreement Line Cemetery LS 3775' set on the Easterly line of Tennessee Valley Road a distance of 30 feet East of the existing centerline of pavement as surveyed by said Engineering Field Services Survey.

PARCEL FIVE:

NON-EXCLUSIVE EASEMENT for access purposes as contained in that certain Easement Agreement made by and between William L. Gamble, et al, and Daphne Fernwood, Inc., a California Corporation, recorded June 7, 1996 as Recorder's Serial No. 96-030209, Marin County Records.

h. Real property at 10301 and 10305 Big Bend Road, St. Louis, MO more particularly described as:

A tract of land being Lots 59, 60 and 64 and part of Lots 57, 58, 61, 62, 63 and 65 of EAST KIRKWOOD, a subdivision according to the plat thereof recorded in Plat Book 5 page 32 of the St. Louis City (former County) Records, part of Short Avenue, part of Elliott Avenue and part of Gordon Avenue, in Section 12, Township 44 North, Range 5 East, and Section 7, Township 44 North, Range 6 East, City of Kirkwood, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the North line of Big Bend Road, 60 feet wide, with the centerline of Elliott Avenue, 60 feet wide, vacated by Ordinance No. 3443 recorded in Book 2212 page 601 of the St. Louis County Records, being the Southeast corner of "Hillside Acres Plat No. 2", a subdivision according to the plat thereof recorded in Plat Book 43 page 33 of the St. Louis County Records; then North 00 degrees 40 minutes 00 seconds East 605.20 feet along said centerline of vacated Elliott Avenue and said East line of "Hillside Acres Plat No. 2" and the East line of "Hillside Acres Plat No. 3", a subdivision according to the plat thereof recorded in Plat Book 47 page 54 of the St. Louis County Records, to the South line of James Avenue, 30 feet wide, being the Northeast corner of Lot 31 of said Hillside Acres Plat No. 3; thence North 75 degrees 45 minutes 58 seconds East 31.04 feet along said South line of James Avenue to the East line of Elliott Avenue, 60 feet wide; thence North 00 degrees 40 minutes 00 seconds East 391.22 feet along said East line of Elliott Avenue to the centerline of Short Avenue, 60 feet wide, as vacated by Ordinance 5369 recorded in Book 6490 page 1987 of the St. Louis County Records; thence North 49 degrees 10 minutes 59 seconds East 79.44 feet along said centerline of vacated Short Avenue to the South line of St. Louis and San Francisco Railroad right-of-way, 100 feet wide; thence North 72 degrees 02

minutes 20 seconds East 1176.84 feet along said South line of St. Louis and San Francisco Railroad right-of-way to the most Western corner of property conveyed to the City of Kirkwood by deed recorded in Book 6760 page 2389 of the St. Louis County Records; thence South 61 degrees 20 minutes 18 seconds East 98.00 feet along the South line of said City of Kirkwood property to the most Southern corner thereof; thence North 29 degrees 44 minutes 19 seconds East 4.00 feet along the East line of said City of Kirkwood property to the Southwest line of Leffingwell Avenue, 60 feet wide; thence South 54 degrees 21 minutes 21 seconds East 469.64 feet along said Southwest line of Leffingwell Avenue to the most Western corner of property conveyed to Michael Fay by deed recorded in Book 441 page 200 of the St. Louis City (former County) Records; thence South 34 degrees 57 minutes 15 seconds East 262.36 feet along the Southwest line of said Fay property to the Western line of Gordon Avenue, 60 feet wide; thence South 68 degrees 48 minutes 28 seconds East 30.00 feet to the centerline of Gordon Avenue; thence South 21 degrees 11 minutes 32 seconds West 335.50 feet along said centerline of Gordon Avenue to a point; thence North 89 degrees 10 minutes 28 seconds West 102.00 feet along the centerline of said Gordon Avenue to a point; thence South 00 degrees 47 minutes 32 seconds West 289.83 feet along the East line of said Lot 57 of East Kirkwood and the West right-of-way of Missouri Interstate Highway 44 to the most Northern corner of property conveyed to the State of Missouri by deed recorded in Book 6291 page 1754 of the St. Louis County Records; thence South 41 degrees 05 minutes 20 seconds West 281.76 feet along the Northwest line of said State of Missouri property to a point; thence South 81 degrees 44 minutes 06 seconds West 301.53 along the North line of said State of Missouri property to the aforesaid North line of Big Bend Road; thence North 89 degrees 29 minutes 24 seconds West 1048.99 feet along said North line of Big Bend road to a point; thence South 75 degrees 31 minutes 59 seconds West 112.98 feet along said North line of Big Bend Road to the point of beginning and containing 46.482 acres according to a survey by Volz, Inc. during November, 1997, and updated during November, 2001.

4. Personal property

a. 2003 36' boat, "Haus of the C" hull no. THC36282F303;

b. Square emerald cut diamond engagement ring, diamond weight 7.15, clarity VS1, color I, shape emerald purchased from Jacob and Co. on or about November 1, 2005;

c. 1 pair of diamonds stud earrings (2=10.62 weight) purchased from Albarre on

or about May 17, 2002;

d. All funds and investments in the name of Wellstream, Inc., account no. XXXX9360, at Wachovia Bank and any funds or investments recently withdrawn from same;

e. All funds and investments in the name of Wellstream, Inc., account no. XXXX2573, at Truman Bank and any funds or investments recently withdrawn from same;

f. All funds and investments in the name of Rhonda L. Cassity, account no. XXXX1581, at Truman Bank and any funds or investments recently withdrawn from same;

g. All funds and investments in the name of Rhonda L. Cassity, account no. XXXX3353, at Northern Ttrust and any funds or investments recently withdrawn from same;

h. All funds and investments in the name of Howard and Joan Wittner, account no. XXXX4793 at Morgan Stanley Smith Barney and any funds or investments recently withdrawn from same;

i. All funds and investments in the name of Howard and Joan Wittner, account no. XXXX7738, at First National Bank of St. Louis and any funds or investments recently withdrawn from same;

j. All funds and investments in the name of Howard and Joan Wittner, account no. XXXX5742, at First National Bank of St. Louis and any funds or investments recently withdrawn from same;

k. All funds and investments in the name of Howard and Joan Wittner, account no. XXXXX2058, at First National Bank of St. Louis and any funds or investments recently withdrawn from same;

l. All funds and investments in the name of Gregory N. Wittner Irrevocable Trust, account no. XXXX9581, at First National Bank of St. Louis and any funds or investments recently withdrawn from same;

m. All funds and investments in the name of Howard A. Wittner and Joan R. Wittner, account no. XXXX9858, at Invest Financial Corp. and any funds or investments recently withdrawn from same;

n. All funds and investments in the name of Greg N. Wittner, account no. XXXX4604, at Invest Financial Corp. and any funds or investments recently withdrawn from same;

o. All funds and investments in the name of Gregory Wittner and Jennifer Wittner, account no. XXXX0540, at Invest Financial Corp. and any funds or investments recently withdrawn from same;

p. All funds and investments in the name of Kirk J. Wittner, account no. XXXX4418, at Invest Financial Corp. and any funds or investments recently withdrawn from same;

q. All funds and investments in the name of Kirk J. Wittner, account no. XXXX0531, at Invest Financial Corp. and any funds or investments recently withdrawn from same;

r. Investment holdings in KBS REIT II in the name of Howard A. Wittner and

Joan R. Wittner, account no. XXXX2560, with KBS Real Estate Investment Trusts and any funds or investments recently withdrawn from same;

s. Investment holdings in KBS REIT II in the name of Gregory Wittner Revocable Trust, Account No. XXXX7970, with KBS Real Estate Investment Trusts and any funds or investments recently withdrawn from same;

t. Investment holdings in KBS REIT II in the name of Kirk J. Wittner Irrevocable Trust, Account No. XXXX6465, with KBS Real Estate Investment Trusts and any funds or investments recently withdrawn from same;

u. Investment in TEC Executive Investor, LLC in the name of Howard and Joan Wittner, as set forth in the subscription agreement executed on or about February 22, 2010 and any funds or investments recently withdrawn from same;

v. All funds and investments at Dardenne Creek Partnership, LLP, received on or after September 1, 2010, from Rhonda L. Cassity or Wellstream, Inc. and any funds or investments recently withdrawn from same.

5. Intellectual property:

a. Trademark registered with United States Patent and Trademark Office, Registration No. 3,141,062, the mark consists of the mathematical/scientific symbol for infinity;

b. Trademark registered with United States Patent and Trademark Office, Registration No. 3,244,747, the mark consists of a stylized mark with three interconnected swirls;

c. Trademark registered with United States Patent and Trademark Office,

Registration No. 3,220,157, the mark consists of the standard characters "PLICA".

d. "Family Tree Memorials" and "Library of Lives" related technology and intellectual property.

MONEY JUDGMENT

A money judgment as to defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF, a sum of money equal to approximately $600,000,000 or more in United States Currency, in that such sum in the aggregate is property constituting, or derived from, any proceeds the defendants obtained, directly or indirectly, as a result of the offenses alleged.

SUBSTITUTE ASSETS

If any of the property described above, as a result of any act or omission of defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, and defendant DAVID R. WULF:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL.

_____
FOREPERSON

RICHARD G. CALLAHAN
United States Attorney

_____
STEVEN A. MUCHNICK
Assistant United States Attorney

_____
CHARLES S. BIRMINGHAM
Assistant United States Attorney

_____
STEPHEN R. CASEY
Assistant United States Attorney

_____
MICHAEL W. REAP
Assistant United States Attorney

EXHIBIT B

AO 245B (Rev. 09/12)

Sheet 1- Judgment in a Criminal Case

United States District Court

Eastern District of Missouri

UNITED STATES OF AMERICA

v.

DAVID R. WULF
AMENDED

JUDGMENT IN A CRIMINAL CASE

CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*

USM Number: 38227-044

THE DEFENDANT:

Joseph Hogan and Ethan B.Corlija
Defendant's Attorney

☐ pleaded guilty to count(s) _____

☐ pleaded nolo contendere to count(s) _____ which was accepted by the court.

☒ was found guilty on count(s) after a plea of not guilty 1,2,5,6,7,8,9,10,11,12,13,14,15,16,17,19,20 and 22.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Date Offense Concluded	Count Number(s)
18 U.S.C. § 1349	Conspiracy to Commit Mail Fraud Affecting a Financial Institution, Wire Fraud Affecting a Financial Institution, and Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	One(1)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Two(2)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Five(5)

The defendant is sentenced as provided in pages 2 through 8 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) _____ dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

November 14, 2013
Date of Imposition of Judgment

GREGORY J. LINHARES, CLERK
A TRUE COPY OF THE ORIGINAL
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
BY: _____ DEPUTY CLERK

Signature of Judge

Honorable Jean C. Hamilton
United States District Judge
Name & Title of Judge

November 18, 2013 (AMENDED DATE)
Date signed

Record No.: 757

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

ADDITIONAL COUNTS OF CONVICTION

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Six(6)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Seven(7)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Eight(8)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Nine(9)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Ten(10)
18 U.S.C. § 1344	Bank Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Eleven(11)
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Twelve(12
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Thirteen(13)
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Fourteen(14)
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Fifteen(15)
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Sixteen(16)
18 U.S.C. § 1343	Wire Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Seventeen(17)
18 U.S.C. § 1343	Wire Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Nineteen(19)
18 U.S.C. § 1343	Wire Fraud	Prior to 1992 and continuing until on or about May 14, 2008	Twenty(20)
18 U.S.C. § 1343	Wire Fraud Affecting a Financial Institution	Prior to 1992 and continuing until on or about May 14, 2008	Twenty-two(22)

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months.

This term consists of a term of 120 months on each of counts 1, 2, 5 through 17, 19, 20, and 22, all such terms to be served concurrently.

☒ The court makes the following recommendations to the Bureau of Prisons:

It is recommended that the defendant participate in the Financial Responsibility Program while incarcerated, if that is consistent with Bureau of Prisons policies. It is further recommended the defendant be placed in a minimum security correctional facility located in either Marion, Illinois or Pekin, Illinois, if that is consistent with Bureau of Prisons policies.

☐ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

- ☐ at _____ a.m./pm on _____
- ☐ as notified by the United States Marshal.

☒ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

- ☐ before 2 p.m. on _____
- ☒ as notified by the United States Marshal Designation requested to be extended past the Holidays after Jan. 1, 2014.
- ☐ as notified by the Probation or Pretrial Services Office

MARSHALS RETURN MADE ON SEPARATE PAGE

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of five years.

This term consists of a term of five years on each of counts 1, 2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state, or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- [x] The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- [x] The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. (Check, if applicable.)
- [ ] The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)
- [ ] The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. (Check, if applicable.)
- [ ] The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or a restitution obligation, it shall be a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment

The defendant shall comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

SPECIAL CONDITIONS OF SUPERVISION

While on supervision, the defendant shall comply with the standard conditions that have been adopted by this Court and shall comply with the following additional conditions. If it is determined there are costs associated with any services provided, the defendant shall pay those costs based on a co-payment fee established by the probation office.

1.The defendant shall participate in a cognitive behavioral treatment program as directed by the probation office.

2.The defendant shall provide the probation office and the Financial Litigation Unit (FLU) of the U.S. Attorney's Office access to any requested financial information. The defendant is advised that the probation office may share financial information with FLU.

3.The defendant shall be prohibited from incurring new credit charges or opening additional lines of credit without the approval of the probation office so long as there is a balance on the Court-imposed financial obligation.

4.The defendant shall apply all monies received from any anticipated and/or unexpected financial gains, including any income tax refunds, inheritances, or judgments, to the outstanding Court-ordered financial obligation. The defendant shall immediately notify the probation office of the receipt of any indicated monies.

5.The defendant shall pay the restitution as previously ordered by the Court.

6.The defendant shall submit his person, residence, office, or vehicle to a search conducted by the probation office based upon reasonable suspicion of contraband or evidence of a violation of a condition of release. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.

7.The defendant shall not create, operate, manage or participate in the creation, operation or management of any business entity, including a family business without the written permission of the probation office.

8.The defendant shall not be self-employed or be employed as a "consultant" without the written permission of the probation office.

9.Based on the low risk the defendant poses for future substance abuse, the COURT SUSPENDS the mandatory statutory drug testing requirements.

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on sheet 6

	Assessment	Fine	Restitution
Totals:	$1,800.00		$435,515,234.00

☐ The determination of restitution is deferred until _____. *An Amended Judgment in a Criminal Case* (AO 245C) will be entered after such a determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportional payment unless specified otherwise in the priority order or percentage payment column below. However, pursuant ot 18 U.S.C. 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
Jo Ann Howard and Associates, P.C. Attn: Special Deputy Receiver P.O. Box 160050 Austin, Texas 78716		$435,515,234.00	
Totals:		$435,515,234.00	

☐ Restitution amount ordered pursuant to plea agreement _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☒ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☒ The interest requirement is waived for the. ☐ fine ☒ restitution.

☐ The interest requirement for the ☐ fine ☐ restitution is modified as follows:

This obligation is joint and several with Brent Douglas Cassity, James Douglas Cassity, Sharon Nekol Province, Randall Sutton, and Howard Wittner in this case, meaning that no further payments shall be required after the sum of the amounts actually paid by all defendants has fully covered the compensable injuries. Payments of restitution shall be made to the Clerk of the Court for transfer to the victims. The interest requirement for the restitution is waived. THE COURT FINDS that the defendant does not have the ability to pay a fine.

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994 but before April 23, 1996.

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

ADDITIONAL TERMS FOR CRIMINAL MONETARY PENALTIES

IT IS FURTHER ORDERED that pursuant to 18 U.S.C. § 3663A, for each of counts 1, 2, 5 through 16, 17, 19, 20, and 22, the defendant shall make restitution in the total amount of $435,515,234.

This obligation is joint and several with Brent Douglas Cassity, James Douglas Cassity, Sharon Nekol Province, Randall Sutton, and Howard Wittner in this case, meaning that no further payments shall be required after the sum of the amounts actually paid by all defendants has fully covered the compensable injuries. Payments of restitution shall be made to the Clerk of the Court for transfer to the victims. The interest requirement for the restitution is waived.

All criminal monetary penalties are due in full immediately. The defendant shall pay all criminal monetary penalties through the Clerk of Court. If the defendant cannot pay in full immediately, then the defendant shall make payments under the following minimum payment schedule: the defendant shall make a lump sum payment of $100,000 within 30 days of sentencing; during incarceration, it is recommended that the defendant pay criminal monetary penalties through an installment plan in accordance with the Bureau of Prisons' Inmate Financial Responsibility Program at the rate of 50% of the funds available to the defendant. If the defendant owes any criminal monetary penalties when released from incarceration, then the defendant shall make payments in monthly installments of at least $500, or no less than 10% of the defendant's gross earnings, whichever is greater, with payments to commence no later than 30 days after release from imprisonment. Until all criminal monetary penalties are paid in full, the defendant shall notify the Court and this district's United States Attorney's Office, Financial Litigation Unit, of any material changes in the defendant's economic circumstances that might affect the defendant's ability to pay criminal monetary penalties. The defendant shall notify this district's United States Attorney's Office, Financial Litigation Unit, of any change of mailing or residence address that occurs while any portion of the criminal monetary penalties remains unpaid.

It is recommended that the defendant participate in the Financial Responsibility Program while incarcerated, if that is consistent with Bureau of Prisons policies.

DEFENDANT: DAVID R. WULF **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
District: Eastern District of Missouri

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties shall be due as follows:

A ☒ Lump sum payment of $435,517,034.00 due immediately, balance due

☐ not later than _____, or

☐ in accordance with ☐ C, ☐ D, or ☐ E below; or ☒ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ E below; or ☐ F below; or

C ☐ Payment in equal _____ (e.g., equal, weekly, monthly, quarterly) installments of _____ over a period of _____ e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or

D ☐ Payment in equal _____ (e.g., equal, weekly, monthly, quarterly) installments of _____ over a period of _____ e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after Release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time: or

F ☒ Special instructions regarding the payment of criminal monetary penalties:

IT IS FURTHER ORDERED that the defendant shall pay to the United States a special assessment of $100 on each of counts 1, 2, 5 through 17, 19, 20, and 22, for a total of $1,800, which shall be due immediately. Restitution ordered in the amount of $435,515,234 see pgs. 6&7.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalty payments, except those payments made through the Bureau of Prisons' Inmate Financial Responsibility Program are made to the clerk of the court.

The defendant will receive credit for all payments previously made toward any criminal monetary penalties imposed.

☒ Joint and Several
Defendant and Co-defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

This obligation is joint and several with Brent Douglas Cassity, James Douglas Cassity, Sharon Nekol Province, Randall Sutton, and Howard Wittner in this case, meaning that no further payments shall be required after the sum of the amounts actually paid by all defendants has fully covered the compensable injuries. Payments of restitution shall be made to the Clerk of the Court for transfer to the victims. The interest requirement for the restitution is waived.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☒ The defendant shall forfeit the defendant's interest in the following property to the United States:

Under 21 U.S.C. § 853, the defendant has forfeited all of his right, title and interest in the property previously identified in the Preliminary Order of Forfeiture granted on November 14, 2013.

Payments shall be applied in the following order: (1) assessment; (2) restitution principal, (3) restitution interest, (4) fine principal, (5)fine interest (6) community restitution.(7) penalties, and (8) costs, including cost of prosecution and court costs.

DAVID R. WULF
DEFENDANT: **AMENDED**
CASE NUMBER: 4:09CR00509-JCH-6*AMENDED*
USM Number: 38227-044

UNITED STATES MARSHAL
RETURN OF JUDGMENT IN A CRIMINAL CASE

I have executed this judgment as follows:

_____

_____

The Defendant was delivered on _____ to _____

at _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By _____
Deputy U.S. Marshal

☐ The Defendant was released on _____ to _____ Probation

☐ The Defendant was released on _____ to _____ Supervised Release

☐ and a Fine of _____ ☐ and Restitution in the amount of _____

_____
UNITED STATES MARSHAL

By _____
Deputy U.S. Marshal

I certify and Return that on _____, I took custody of _____

at _____ and delivered same to _____

on _____ F.F.T. _____

U.S. MARSHAL E/MO

By DUSM _____

EXHIBIT C

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES EXCHANGE ACT OF 1934
Release No. 74207 / February 4, 2015

INVESTMENT ADVISERS ACT OF 1940
Release No. 4020 / February 4, 2015

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of **DAVID R. WULF,** **Respondent.**	**ORDER INSTITUTING ADMINISTRATIVE PROCEEDINGS PURSUANT TO SECTION 15(b) OF THE SECURITIES EXCHANGE ACT OF 1934, SECTION 203(f) OF THE INVESTMENT ADVISERS ACT OF 1940, AND NOTICE OF HEARING**

I.

The Securities and Exchange Commission ("Commission") deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted pursuant to Section 15(b) of the Securities Exchange Act of 1934 ("Exchange Act") and Section 203(f) of the Investment Advisers Act of 1940 ("Advisers Act") against David R. Wulf ("Respondent" or "Wulf").

II.

After an investigation, the Division of Enforcement alleges that:

A. RESPONDENT

1. Wulf is 62 years old. From September 1999 through August 2013, Wulf was a registered representative with Moloney Securities Company, Inc. ("Moloney"), a broker-dealer and an investment adviser registered with the Commission. From February 1986 through August 2013, Wulf was also the Chief Executive Officer and an advisory representative of Wulf Bates & Murphy, Inc. ("Wulf Bates"), which was an investment adviser formerly registered with the Commission and the state of Missouri. Between June 1988 and August 1999, Wulf was a registered representative with Birchtree Financial Services, Inc., which was a broker-dealer previously registered with the Commission. Between February 1986 through June 1988, Wulf was a registered representative with American Capital Equities, Inc., which was a broker-dealer previously registered with the Commission. From December 1982 through February 1986, Wulf was a registered representative with Shearson Lehman Brothers Inc., which was a broker-dealer and investment adviser registered with the Commission. From April 1979 through December 1982, Wulf was a registered representative with Merrill Lynch, Pierce, Fenner & Smith Incorporated, which was a broker-dealer and investment adviser registered with the Commission. Finally, from January 1978 through November 1978, Wulf was a registered representative with Cigna Securities Inc., which was a broker-dealer registered with the Commission.

Thus, Wulf was associated with broker-dealers from June 1978 through August 2013. Likewise, Wulf was associated with investment advisers from February 1986 through August 2013. During the relevant time period, Wulf was a Missouri resident. On February 4, 2014, Wulf was committed to the custody of the US Bureau of Prisons in Terre Haute, Indiana.

B. RESPONDENT'S CRIMINAL CONVICTION

1. On August 22, 2013, a federal jury found Wulf guilty of eighteen counts of mail fraud, wire fraud, conspiracy to commit mail fraud affecting a financial institution, and conspiracy to commit wire fraud affecting a financial institution in violation of 18 U.S.C. §§ 1343, 1344, and 1349 before the United States District Court for the Eastern District of Missouri in U.S. v. Sutton et al., Case No. 4:09-cr-00509-JCH-6.

2. Wulf's conviction arose from his role as an investment adviser for National Prearranged Services, Inc. ("National Prearranged") through Wulf Bates. National Prearranged was in the business of selling contracts for prearranged funeral services. As National Prearranged's designated investment adviser, Wulf established trusts for these prearranged funeral services and maintained certain authority over the assets maintained in these trusts. The trustees were financial institutions and/or insurance companies.

3. The indictment against Wulf alleged, inter alia, that from approximately some time before 1992 and continuing until on or about May 14, 2008, Wulf conspired with his co-defendants and others regarding a scheme to defraud purchasers and trustees of National Prearranged's contracts and trusts. Moreover, Wulf was Chief Executive Officer of a registered investment adviser and associated with a dually registered broker-dealer and investment adviser

during the period of his misconduct. The underlying conduct that gave rise to Wulf's conviction includes, but is not limited to: (i) Wulf's failure to serve as an independent investment adviser for National Prearranged as mandated under state law and a binding consent decree; and (ii) Wulf enabling National Prearranged, and related entities and individuals, to assume the full power to administer, manage, control, remove, and/or use the assets in the preneed funeral trusts established by National Prearranged for their own benefit. Consequently, Wulf knowingly allowed nearly $600,000,000 of the money invested by purchasers to be misdirected for the use by National Prearranged, and related entities and individuals, for their own benefit. The indictment further alleged that Wulf and his co-defendants committed various federal offenses incidental to the misconduct described above including, but not limited to, conspiracy, mail fraud and wire fraud.

4. On November 18, 2013, the Court entered the judgment against Wulf based on the jury verdict. The Court sentenced Wulf to a prison term of 120 months followed by five years of supervised release. The Court further ordered Wulf to make restitution in the amount of $435,515,234.

III.

In view of the allegations made by the Division of Enforcement, the Commission deems it necessary and appropriate in the public interest that public administrative proceedings be instituted to determine:

A. Whether the allegations set forth in Section II hereof are true and, in connection therewith, to afford Respondent an opportunity to establish any defenses to such allegations;

B. What, if any, remedial action is appropriate in the public interest against Respondent pursuant to Section 15(b) of the Exchange Act; and

C. What, if any, remedial action is appropriate in the public interest against Respondent pursuant to Section 203(f) of the Advisers Act; and

D. Whether, pursuant to Section 15(b) of the Exchange Act, it is appropriate and in the public interest to bar Wulf from participating in any offering of penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock; or inducing or attempting to induce the purchase or sale of any penny stock.

IV.

IT IS ORDERED that a public hearing for the purpose of taking evidence on the questions set forth in Section III hereof shall be convened at a time and place to be fixed, and before an Administrative Law Judge to be designated by further order as provided by Rule 110 of the Commission's Rules of Practice, 17 C.F.R. § 201.110.

IT IS FURTHER ORDERED that Respondent shall file an Answer to the allegations contained in this Order within twenty (20) days after service of this Order, as provided by Rule 220 of the Commission's Rules of Practice, 17 C.F.R. § 201.220.

If Respondent fails to file the directed answer, or fails to appear at a hearing after being duly notified, the Respondent may be deemed in default and the proceedings may be determined against him upon consideration of this Order, the allegations of which may be deemed to be true as provided by Rules 155(a), 220(f), 221(f) and 310 of the Commission's Rules of Practice, 17 C.F.R. §§ 201.155(a), 201.220(f), 201.221(f) and 201.310.

This Order shall be served forthwith upon Respondent personally or by certified mail.

IT IS FURTHER ORDERED that the Administrative Law Judge shall issue an initial decision no later than 210 days from the date of service of this Order, pursuant to Rule 360(a)(2) of the Commission's Rules of Practice.

In the absence of an appropriate waiver, no officer or employee of the Commission engaged in the performance of investigative or prosecuting functions in this or any factually related proceeding will be permitted to participate or advise in the decision of this matter, except as witness or counsel in proceedings held pursuant to notice. Since this proceeding is not "rule making" within the meaning of Section 551 of the Administrative Procedure Act, it is not deemed subject to the provisions of Section 553 delaying the effective date of any final Commission action.

By the Commission.

Brent J. Fields
Secretary

EXHIBIT D

Received

MAR 02 2015

Office of Administrative
Law Judges

David R. Wulf
[redacted]

RECEIVED
MAR 02 2015
OFFICE OF THE SECRETARY

Jonathan Polish, Esq.
Chicago Regional Office
Securities and Exchange Commission
175 W. Jackson Boulevard, Floor 900
Chicago, IL 60604

Dear Mr. Polish:

Regarding file #3-16374, I am in receipt of the Securities and Exchange Commission's "Order Instituting Administrative Proceedings" dated February 4, 2015 and its corresponding Notice of Hearing. This letter comprises my required answer pursuant to Rule 220 of the Commission's Rules of Practice, 17 C.F.R. 201.202.

First and foremost, I categorically deny any and all charges that arose from my criminal trial. As I believe I was woefully misrepresented by my defense attorney, a pro se motion under 28 USC 2255 has been filed in Federal Court; Eastern Missouri District. A copy of that motion is included in this mailing for your review. As of this writing, the government has requested two extensions to respond citing: "at least 20 discrete claims of either prosecutorial misconduct or ineffective assistance of counsel.

Because of these events, I am requesting that any commission hearings be stayed pending resolution or adjudication of my motion. Additionally, in the related "sister" civil trial (4:09CV01252 ERW), I have been "dismissed with prejudice" from the case. The plaintiffs and the presiding judge have formally recognized my non-involvement in any bank fraud, wire fraud or conspiracy. A copy of that dismissal is enclosed herewith also for your perusal.

Finally, as far as my appearance at any hearings, I am currently incarcerated in a Federal Camp in Terre Haute, Indiana. Due to my present circumstance, I am unable to personally attend.

I will keep you notified of any developments. Feel free to write to me as necessary or required.

Sincerely,

David R. Wulf.

CC: Honorable Brenda P. Murray
Ana D. Petrovic, Esq.

EXHIBIT E

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of:	)	
	)	File No. 3-16374
DAVID R. WULF	)	

ADMINISTRATIVE PROCEEDINGS - PRE-HEARING CONFERENCE

PAGES: 1 through 16

PLACE: Securities and Exchange Commission
175 West Jackson Blvd., Suite 900
Chicago, IL 60604

DATE: Tuesday, March 10, 2015

The above-entitled matter came on for hearing, pursuant to notice, at 10:00 a.m.

BEFORE (via telephone):

JAMES E. GRIMES, ADMINISTRATIVE LAW JUDGE

1 haven't already done so, and I don't know how difficult
2 this would be for you, but I recommend you take a look
3 of the Rules of Practice for the Commission. They're
4 on the Commission's website. Obviously I don't know
5 how difficult it would be for you to access it.
6 MR. WULF: It's not possible.
7 MR. POLISH: Your Honor, if you want, we
8 would be happy to supply Mr. Wulf with a written copy
9 of the Rules of Practice.
10 JUDGE GRIMES: I would very much appreciate
11 that, that would be great. And, Mr. Wulf, when you
12 receive that, it would be a good idea for you to take a
13 look at the Rules of Practice because those are the
14 rules that the Division of Enforcement is going to
15 follow, so you'll need to follow them too. I
16 appreciate the Division being willing to send those to
17 Mr. Wulf.
18 MR. WULF: As do I, thank you.
19 JUDGE GRIMES: The rules are going to tell
20 you how we're going to do things, the form papers have
21 to be in and the way you can submit them to the
22 secretary's office, so if you submit a document to me,
23 you need to submit a copy to the Division of
24 Enforcement or vice versa, so that's one of the most
25 important things is whatever you send in, you should

1 send it to both of us.
2 MR. WULF: I did send in a substantial amount
3 of data. I don't know if we're at the point now where
4 you want to hear about that or not.
5 JUDGE GRIMES: Well, you can go ahead. If
6 you have any questions at any point along the
7 proceedings, go ahead and ask, or if there is something
8 you want to say, go ahead.
9 MR. WULF: Yes, sir. What we're doing right
10 now is fighting the conviction for a variety of
11 reasons. There is a 2255 on file we filed on November
12 14, 2014. The judge responded the next day. It
13 basically makes charges that the prosecution withheld
14 data, withheld exculpatory evidence. It also makes
15 charges that there was ineffective counsel. And then
16 since that filing, we have all kinds of new exculpatory
17 information.
18 The reason that --
19 JUDGE GRIMES: Hold on, Mr. Wulf, let me just
20 cut you off and maybe give you some background
21 information you may not know. I don't sit and review
22 the district court's decision in your case. You
23 certainly can take an appeal to the Court of Appeals or
24 pursue further remedies you think are appropriate, but
25 you cannot attack a district court's judgment before

1 me. I have to take the district court's judgment as a
2 given as it currently stands.
3 That doesn't mean that you cannot attack in
4 another forum, another appropriate forum like the Court
5 of Appeals, but you just wouldn't do so before me.
6 MR WULF: Yes, sir.
7 JUDGE GRIMES: And I certainly understand
8 that you are attempting to do that now and that's fine,
9 but since I take it as a given, it really doesn't make
10 a difference for our purposes in this proceeding
11 whether or not you're doing that. Does that make
12 sense?
13 MR. WULF: It does make sense. And what I
14 ask in the letter that I wrote back -- because I did
15 respond to the letter -- and I just ask that it be
16 delayed until we get a final answer on our motion,
17 that's all I ask.
18 JUDGE GRIMES: And I understand that.
19 Unfortunately the way we proceed here is I have my own
20 deadline that I have to follow which is I have to issue
21 a decision within 120 days -- I'm sorry, 210 days of
22 service in your case of the charge. And I understand
23 you're pursuing other remedies, and if you are
24 successful, that would certainly be something I would
25 want to know; or if I were to issue a decision adverse

1 to you, then certainly that would be something you
2 would want to present to the Commission if you take an
3 appeal of that decision, if there is an adverse
4 decision.
5 Does that make sense to you, Mr. Wulf?
6 MR. WULF: I think it does, Your Honor. The
7 way I understand what you just said is you have a
8 certain number of days in which to respond from the
9 date that I was served, which was February 9th, 2015,
10 perhaps 210 days, and whether or not we have filed with
11 the district court is not the deciding factor for your
12 decision. If you do make a decision and we would have
13 a favorable response, for example, let's say I would be
14 exonerated, which is what we're shooting for, then I
15 could come back to the SEC. That's my understanding of
16 what you just said. Is that correct?
17 JUDGE GRIMES: That sounds about right. Does
18 the Commission have any comment on the exchange Mr.
19 Wulf and I just had?
20 MR. POLISH: No, that all sounds right to us.
21 JUDGE GRIMES: All right. Well, in that
22 case, what I propose to do, Mr. Wulf, this is what we
23 would call a follow-on proceeding in that it follows
24 either a conviction or a civil judgment that could lead
25 to a proceeding before the Commission; and so what I

1 propose to do is to set a schedule for filing motions
2 for summary disposition because the Commission has said
3 that cases of this type are appropriate for decision by
4 summary disposition.
5 And so what I would propose is that the
6 Division file a motion for summary disposition four
7 weeks from today which would be Tuesday, April 7th, and
8 then, Mr. Wulf, you would then have four weeks after
9 that to file any response to the Division's motion.
10 And if Mr. Wulf does file an opposition, the reply
11 would be due two weeks later which would be May 19th.
12 And, Mr. Wulf, you would also, if you wish,
13 you don't have to, would have the opportunity to file a
14 motion of your own for summary disposition following
15 the same schedule. If you were to file one, then it
16 would be due April 7th and the opposition would be due
17 May 5th, but you do not have to.
18 And I'll say this to the Division, if you
19 file your motion for summary disposition, you should
20 give me more than simply the indictment and the
21 judgment. If there is a separate sentencing
22 memorandum, a sentencing hearing transcript,
23 stipulations, a memorandum opinion, jury instructions
24 relevant to the underlying criminal proceeding, those
25 would be things that would be appropriate for you to

1 file in support of your motion.
2 MR. WULF: May I --
3 JUDGE GRIMES: Certainly, go ahead, Mr. Wulf.
4 MR. WULF: I have a couple other things, if I
5 may.
6 JUDGE GRIMES: You may.
7 MR. WULF: I was very helpful in -- there is
8 a very large civil case, I would call it a sister case
9 of this criminal case, and it was decided yesterday,
10 the verdict was out, and I helped the State of Texas
11 against the banking industry. And it was a very large,
12 very long, very expensive suit which I spent a lot of
13 time helping the State of Texas because I know what
14 went on, and my position was directly opposed to the
15 position of the banks.
16 And the decision that came out yesterday from
17 Judge Weber's courthouse in the Eighth District Court
18 was that Texas won 100 percent. They got a $600
19 million judgment against the bank, they got $100
20 million against the company that I worked -- that was
21 my customer, and they got a conviction of a key
22 witness, government witness, against me, and all those
23 are good things for my motion with the government, and
24 we're going to be bringing them up.
25 The reason that I have so much data and so

1 much exculpatory information is because after the
2 criminal trial was over, this case came into play in a
3 very large way, and they've spent a large deal of money
4 and time and effort interviewing people that knew what
5 was going on, and essentially that case was decided
6 yesterday in Texas' favor.
7 I have e-mails from the attorneys. The two
8 key attorneys are Riley Posner. They're thanking me
9 for my help, and they make all kinds of positive
10 comments, and I think we're going to try to get an
11 affidavit from them. I know my daughter talked to
12 them, and after extensive work and files, my daughter
13 asked Larry Posner, the main attorney with Texas,
14 whether he felt that I was -- had made a criminal
15 mistake, and his answer was no.
16 He did say that "your father was foolish, and
17 that's different than being a criminal." So I'm hoping
18 that he's going to put that into an affidavit, and I
19 think he will, but that came out yesterday, and there
20 has been a lot of -- and, by the way, I was dismissed
21 from the civil suit with prejudice, so all good things.
22 In other words, I think you'll see from my
23 record, and, you know, I was with the SEC for a very
24 long time, and we always did everything by the rules
25 and we still do. I do here at camp, I do everywhere.

1 But what I'm saying is I think what the record of my
2 SEC would show that I always have tried to follow
3 the rules, and in this case, I want to do the same
4 thing.
5 So if it's something along the line of
6 banning me for life, it looks terrible from a
7 reputational standpoint and a legacy standpoint for me,
8 and that's really the reason that it's important to me,
9 but I want to help and I want to do whatever is the
10 best for the SEC and Dave Wulf.
11 JUDGE GRIMES: Well, Mr. Wulf, I appreciate
12 that. I'm pretty sure the Division of Enforcement will
13 look out for the interests of --
14 MR. WULF: I know that. I just want to let
15 you know how I feel about it.
16 JUDGE GRIMES: Well, I appreciate that. I
17 just want to make sure you look out for your best
18 interest and present the case in whichever way you
19 think is best, and I appreciate hearing your comments.
20 Are there any other matters you would like to
21 address with us this morning?
22 MR. WULF: Unless there is questions, no,
23 sir, Your Honor, nothing that I can think of.
24 JUDGE GRIMES: All right. What I'm going to
25 do is I will issue a written order including these

1 dates that I've discussed.
2 MR. WULF: That will be helpful.
3 JUDGE GRIMES: Hopefully you're clear on
4 what's going on. And I'll ask the Division, does the
5 Division have any other matters that it wishes to
6 address this morning?
7 MS. PETROVIC: We do not.
8 JUDGE GRIMES: All right. Well, I'll wish
9 you luck, Mr. Wulf, and a good day to the parties, and
10 I thank you for your time.
11 MR. WULF: And I thank you all for your time.
12 MR. POLISH: Thank you very much, Your Honor.
13 (Whereupon, at 10:30 a.m., the pre-hearing
14 conference was concluded.)
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1 PROOFREADER'S CERTIFICATE
2
3 In the Matter of: DAVID R. WULF
4 ADMINISTRATIVE PROCEEDINGS - PRE-HEARING CONFERENCE
5 File Number: 3-16374
6 Date: Tuesday, March 10, 2015
7 Location: Chicago, IL 60604
8 This is to certify that I, Donna S. Raya,
9 (the undersigned), do hereby swear and affirm that the
10 attached proceedings before the U.S. Securities and
11 Exchange Commission were held according to the record
12 and that this is the original, complete, true and
13 accurate transcript that has been compared to the
14 reporting or recording accomplished at the hearing.
15
16 _____ _____
17 (Proofreader's Name) (Date)
18
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EXHIBIT F

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

ADMINISTRATIVE PROCEEDINGS RULINGS
Release No. 2396/March 10, 2015

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of DAVID R. WULF	ORDER FOLLOWING PREHEARING CONFERENCE

On February 4, 2015, the Securities and Exchange Commission issued an Order Instituting Administrative Proceedings against David R. Wulf, pursuant to Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940.

A telephonic prehearing conference was held today and attended by the Division of Enforcement and Mr. Wulf. The parties agreed to the following briefing schedule for motions for summary disposition:

April 7, 2015:	Motions for summary disposition are due;
May 5, 2015:	Oppositions are due; and
May 19, 2015:	Replies, if any, are due.

SO ORDERED.

James E. Grimes
Administrative Law Judge

EXHIBIT G

User Guidance

www.adviserinfo.sec.gov

Investment Adviser Representative Public Disclosure Report

DAVID RICHARD WULF

CRD# 850098

Report #15346-94632, data current as of Tuesday, February 03, 2015.

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IAPD Information about Investment Adviser Representatives

IAPD offers information on all current-and many former-Investment Adviser Representatives. Investors are strongly encouraged to use IAPD to check the background of Investment Adviser Representatives before deciding to conduct, or continue to conduct, business with them.

- **What is included in a IAPD report?**
  IAPD reports for individual Investment Adviser Representatives include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards.

  It is important to note that the information contained in an IAPD report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the Investment Adviser Representative, or concluded through a negotiated settlement with no admission or finding of wrongdoing.

- **Where did this information come from?**
  The information contained in IAPD comes from the Investment Adviser Registration Depository (IARD) and FINRA's Central Registration Depository, or CRD®, (see more on CRD below) and is a combination of:

  - information the states require Investment Adviser Representatives and firms to submit as part of the registration and licensing process, and
  - information that state regulators report regarding disciplinary actions or allegations against Investment Adviser Representatives.

- **How current is this information?**
  Generally, Investment Adviser Representatives are required to update their professional and disciplinary information in IARD within 30 days.

- **Need help interpreting this report?**
  For help understanding how to read this report, please consult NASAA's IAPD Tips page http://www.nasaa.org/IAPD/IARReports.cfm.

- **What if I want to check the background of an Individual Broker or Brokerage firm?**
  To check the background of an Individual Broker or Brokerage firm, you can search for the firm or individual in IAPD. If your search is successful, click on the link provided to view the available licensing and registration information in FINRA's BrokerCheck website.

- **Are there other resources I can use to check the background of investment professionals?**
  It is recommended that you learn as much as possible about an individual Investment Adviser Representative or Investment Adviser firm before deciding to work with them. Your state securities regulator can help you research individuals and certain firms doing business in your state. The contact information for state securities regulators can be found on the website of the North American Securities Administrators Association http://www.nasaa.org.

Investment Adviser Representative Report Summary

DAVID RICHARD WULF (CRD# 850098)

The report summary provides an overview of the Investment Adviser Representative's professional background and conduct. The information contained in this report has been provided by the Investment Adviser Representative, investment adviser and/or securities firms, and/or securities regulators as part of the states' investment adviser registration and licensing process. The information contained in this report was last updated by the Investment Adviser Representative, a previous employing firm, or a securities regulator on **05/28/2014**.

CURRENT EMPLOYERS

This individual is not currently registered as an Investment Adviser Representative.

QUALIFICATIONS

This individual is not currently registered as an Investment Adviser Representative.

Note: Not all jurisdictions require IAR registration or may have an exemption from registration.
Additional information including this individual's qualification examinations and professional designations is available in the Detailed Report.

REGISTRATION HISTORY

This Investment Adviser Representative was previously registered with the following Investment Adviser firms:

FIRM (IARD#) - LOCATION	REGISTRATION DATES
WULF BATES & MURPHY INC (IARD# 107678) - ST. LOUIS, MO	08/21/2012 - 08/23/2013
MOLONEY SECURITIES CO., INC. (IARD# 38535) - MANCHESTER, MO	08/20/2012 - 08/23/2013
WULF BATES & MURPHY INC (IARD# 107678) - ST. LOUIS, MO	11/02/2000 - 12/31/2008

For additional registration and employment history details as reported by the individual, refer to the Registration and Employment History section of the Detailed Report.

DISCLOSURE INFORMATION

Disclosure events include certain criminal charges and convictions, formal investigations and disciplinary actions initiated by regulators, customer disputes and arbitrations, and financial disclosures such as bankruptcies and unpaid judgments or liens.

Are there events disclosed about this Investment Adviser Representative? **Yes**

The following types of events are disclosed about this Investment Adviser Representative:

Type	Count
Criminal	1
Civil Event	3
Customer Dispute	1

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Investment Adviser Representative Qualifications

REGISTRATIONS

This section provides the states and U.S. territories in which the Investment Adviser Representative is currently registered and licensed, the category of each registration, and the date on which the registration became effective. This section also provides, for each firm with which the Investment Adviser Representative is currently employed, the address of each location where the Investment Adviser Representative works.

This individual is not currently registered as an Investment Adviser Representative.

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Investment Adviser Representative Qualifications

PASSED INDUSTRY EXAMS

This section includes all required state securities exams that the Investment Adviser Representative has passed. Under limited circumstances, an Investment Adviser Representative may attain registration after receiving an exam waiver based on a combination of exams the Investment Adviser Representative has passed and qualifying work experience. Likewise, a new exam requirement may be grandfathered based on an Investment Adviser Representative's specific qualifying work experience. Exam waivers and grandfathering are not included below.

This individual has passed the following exams:

Exam	Category	Date
Uniform Securities Agent State Law Examination (S63)	Series 63	05/12/1983
Uniform Investment Adviser Law Examination (S65)	Series 65	08/18/2012

PROFESSIONAL DESIGNATIONS

This section details that the Investment Adviser Representative has reported **0** professional designation(s).

No information reported.

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Investment Adviser Representative Registration and Employment History

PREVIOUSLY REGISTERED WITH THE FOLLOWING INVESTMENT ADVISER FIRMS

This section indicates that state registration records show this Investment Adviser Representative previously held registrations with the following firms:

Registration Dates	Firm Name	IARD#	Branch Location
08/21/2012 - 08/23/2013	WULF BATES & MURPHY INC	107678	ST. LOUIS, MO
08/20/2012 - 08/23/2013	MOLONEY SECURITIES CO., INC.	38535	MANCHESTER, MO
11/02/2000 - 12/31/2008	WULF BATES & MURPHY INC	107678	ST. LOUIS, MO
11/30/1998 - 12/31/2002	WULF BATES & MURPHY INC	107678	CLAYTON, MO

EMPLOYMENT HISTORY

Below is the Investment Adviser Representative's employment history for up to the last 10 years.

Please note that the Investment Adviser Representative is required to provide this information only while registered and the information is not updated after the Investment Adviser Representative ceases to be registered, with a state regulator. Therefore, an employment end date of "Present" may not reflect the Investment Adviser Representative's current employment status.

Employment Dates	Employer Name	Employer Location
08/1999 - Present	MOLONEY SECURITIES CO., INC.	ST. LOUIS, MO
02/1986 - Present	WULF, BATES & MURPHY	ST. LOUIS, MO

OTHER BUSINESS ACTIVITIES

This section includes information, if any, as provided by the Investment Adviser Representative regarding other business activities the Investment Adviser Representative is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent, or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious, or fraternal and is recognized as tax exempt.

MOLONEY SECURITIES CO., INC. INVESTMENT RELATED REGISTERED BROKER/DEALER - MEMBER FINRA/SIPC 13537 BARRETT PARKWAY DR SUITE 345 ST. LOUIS, MO 63021 UNITED STATES DAVID R. WULF IS A REGISTERED REPRESENTATIVE WITH MOLONEY SECURITIES CO., INC. (1999-PRESENT). HE CONDUCTS AND EXECUTES INVESTMENT RELATED TRANSACTIONS (IE; BUYING/SELLING STOCKS,BONDS,LOAD MUTUAL FUNDS AND OPTIONS)ON A FULLY DISCLOSED BASIS THROUGH MOLONEY SECURITIES. TYPICALLY THESE TRANSACTIONS WILL INVOLVE A COMMISSION OR A MARK-UP/MARK-DOWN. APPROXIMATELY 120 HOURS/MONTH IS SPENT CONDUCTING BUSINESS THROUGH MOLONEY. THIS IS ON A DAILY BASIS ON BEHALF OF IA ACCOUNTS AS WELL AS NON-IA ACCOUNTS

VERITAS HOLDINGS, LLC IS A SHELL CORPORATION THAT IS CURRENTLY DORMANT AND CONDUCTING NO BUSINESS ACTIVITIES. 13537 BARRETT PARKWAY DR SUITE 345 ST. LOUIS, MO 63021 DAVID R. WULF IS A CO-OWNER AND GENERAL PARTNER OF VERITAS HOLDINGS

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Investment Adviser Representative Disclosure Summary

Disclosure Information

What you should know about reported disclosure events:

(1) Certain thresholds must be met before an event is reported to IARD, for example:

- A law enforcement agency must file formal charges before an Investment Adviser Representative is required to report a particular criminal event.;
- A customer dispute must involve allegations that an Investment Adviser Representative engaged in activity that violates certain rules or conduct governing the industry and that the activity resulted in damages of at least $5,000.

(2) Disclosure events in IAPD reports come from different sources:

As mentioned in the "About IAPD" section on page 1 of this report, information contained in IAPD comes from Investment Adviser Representatives, firms and regulators. When more than one of these sources reports information for the same disclosure event, all versions of the event will appear in the IAPD report. The different versions will be separated by a solid line with the reporting source labeled.

(3) There are different statuses and dispositions for disclosure events:

- A disclosure event may have a status of *pending, on appeal,* or *final.*
  - A "pending" disclosure event involves allegations that have not been proven or formally adjudicated.
  - A disclosure event that is "on appeal" involves allegations that have been adjudicated but are currently being appealed.
  - A "final" disclosure event has been concluded and its resolution is not subject to change.
- A final disclosure event generally has a disposition of *adjudicated, settled* or *otherwise resolved.*
  - An "adjudicated" matter includes a disposition by (1) a court of law in a criminal or civil matter, or (2) an administrative panel in an action brought by a regulator that is contested by the party charged with some alleged wrongdoing.
  - A "settled" matter generally represents a disposition wherein the parties involved in a dispute reach an agreement to resolve the matter. Please note that Investment Adviser Representatives and firms may choose to settle customer disputes or regulatory matters for business or other reasons.
  - A "resolved" matter usually includes a disposition wherein no payment is made to the customer or there is no finding of wrongdoing on the part of the Investment Adviser Representative. Such matters generally involve customer disputes.

(4) You may wish to contact the Investment Adviser Representatives to obtain further information regarding any of the disclosure events contained in this IAPD report.

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DISCLOSURE EVENT DETAILS

When evaluating this information, please keep in mind that some items may involve pending actions or allegations that may be contested and have not been resolved or proven. The event may, in the end, be withdrawn, dismissed, resolved in favor of the Investment Adviser Representative, or concluded through a negotiated settlement with no admission or finding of wrongdoing.

This report provides the information exactly as it was reported to the Investment Adviser Registration Depository. Some of the specific data fields contained in the report may be blank if the information was not provided.

The following types of events are disclosed about this Investment Adviser Representative:

Type	Count
Criminal	1
Civil Event	3
Customer Dispute	1

Criminal

This disclosure event involves a criminal charge against the Investment Adviser Representative that has resulted in a dismissal, plea, acquittal or conviction. The criminal matter may relate to any felony or certain misdemeanor offenses (e.g., bribery, perjury, forgery, counterfeiting, extortion, fraud, wrongful taking of property).

Disclosure 1 of 1

Reporting Source:	Regulator
Formal Charges were brought in:	Federal Court
Name of Court:	U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI
Location of Court:	ST. LOUIS, MO.
Docket/Case #:	4:09CR509
Charge Date:	11/18/2010
Charge(s) 1 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 2 of 9	
Formal Charge(s)/Description:	BANK FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 3 of 9	

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Formal Charge(s)/Description:	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 4 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE
No of Counts:	2
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 5 of 9	
Formal Charge(s)/Description:	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 6 of 9	
Formal Charge(s)/Description:	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 7 of 9	
Formal Charge(s)/Description:	MONEY LAUNDERING
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 8 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT INSURANCE FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY

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Disposition of charge: Charge(s) 9 of 9	Convicted
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Current Status:	Final
Status Date:	08/22/2013
Disposition Date:	08/22/2013
Sentence/Penalty:	N/A
Regulator Statement	WULF WAS APPOINTED IN THE 1980S TO SERVE AS THE INDEPENDENT INVESTMENT ADVISER TO THE PRENEED FUNERAL TRUSTS ESTABLISHED PURSUANT TO MISSOURI STATUTES BY A COMPANY. AS THE TRUSTS' ADVISER, WULF WAS RESPONSIBLE FOR PROTECTING, INVESTING, AND MANAGING THE TRUSTS' ASSETS, WHICH INCLUDED MORE THAN $150 MILLION PAID BY CUSTOMERS WHO WERE TOLD THEIR FUNDS WOULD BE KEPT SAFE UNTIL THE TIME OF NEED. THE GOVERNMENT'S EVIDENCE AT TRIAL, HOWEVER, ESTABLISHED THAT WULF CONTINUALLY AUTHORIZED THE USE OF TRUST FUNDS TO PAY UNRELATED DEBTS OF AFFILIATED COMPANIES TO ENRICH HIS CO-DEFENDANTS AND ULTIMATELY TO PERPETUATE A MASSIVE PONZI SCHEME THAT SPANNED MORE THAN A DOZEN STATES AND AFFECTED THOUSANDS OF INDIVIDUAL CUSTOMERS. ACCORDING TO COURT DOCUMENTS AND TESTIMONY PRESENTED AT TRIAL, BEGINNING AS EARLY AS 1992 AND CONTINUING UNTIL 2008, THE COMPANY SOLD PREARRANGED FUNERAL CONTRACTS IN SEVERAL STATES, INCLUDING MISSOURI, ILLINOIS, AND OHIO. DURING THAT TIME, INSURANCE COMPANIES AFFILIATED WITH THE COMPANY ISSUED LIFE INSURANCE POLICIES RELATED TO THOSE PREARRANGED FUNERAL CONTRACTS. AS PART OF THE CONTRACTS, THE TOTAL PRICE FOR FUNERAL SERVICES AND MERCHANDISE FOR AN INDIVIDUAL WAS AGREED UPON, AND THAT PRICE WOULD REMAIN CONSTANT REGARDLESS OF WHEN THE FUNERAL SERVICES AND MERCHANDISE WOULD BE NEEDED. CUSTOMERS ENTERING INTO PREARRANGED FUNERAL CONTRACTS WOULD USUALLY PAY A SINGLE SUM OF MONEY UP-FRONT TO THE COMPANY EITHER DIRECTLY OR THROUGH A FUNERAL HOME THAT WAS ALSO A PARTY TO THE CONTRACT. THE COMPANY REPRESENTED TO INDIVIDUAL CUSTOMERS, FUNERAL HOMES, AND STATE REGULATORS THAT FUNDS PAID BY CUSTOMERS UNDER THE PREARRANGED FUNERAL CONTRACTS WOULD BE KEPT IN A SECURE TRUST OR INSURANCE POLICY AS REQUIRED UNDER STATE LAW. COURT DOCUMENTS DISCLOSE, HOWEVER, THAT THE COMPANY MADE USE OF FUNDS PAID BY CUSTOMERS IN WAYS THAT WERE INCONSISTENT BOTH WITH ITS PRIOR AND CONTINUING REPRESENTATIONS AND WITH THE APPLICABLE STATE LAWS AND REGULATIONS. THE COMPANY OPERATED AS A FRAUDULENT PONZI-LIKE SCHEME, WHERE CUSTOMER FUNDS WERE NEITHER KEPT SAFE IN BANK TRUSTS OR INSURANCE POLICIES BUT INSTEAD WERE UTILIZED FOR UNAUTHORIZED PURPOSES AND THE PERSONAL ENRICHMENT OF ITS OFFICERS AND OTHERS. IN TURN, NEW BUSINESS BECAME THE SOURCE OF FUNDING FOR FUNERALS THAT PRIOR CUSTOMERS HAD PREVIOUSLY PAID FOR IN ADVANCE. VICTIMS OF

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THE SCHEME INCLUDE INDIVIDUAL CUSTOMERS, FUNERAL HOMES, AND STATE INSURANCE GUARANTEE ASSOCIATIONS ACROSS THE COUNTRY. WULF WAS CONVICTED ON 18 COUNTS, INCLUDING BANK FRAUD, WIRE FRAUD, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION, AND CONSPIRACY TO COMMIT THOSE CRIMES. EACH COUNT OF BANK FRAUD, CONSPIRACY, AND WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION CARRIES A MAXIMUM PENALTY OF 30 YEARS' IMPRISONMENT. THE WIRE FRAUD COUNTS EACH CARRY A MAXIMUM PENALTY OF 20 YEARS. WULF'S SENTENCING HAS BEEN SET FOR NOVEMBER 7, 2013.

Reporting Source:	Firm
Formal Charges were brought in:	Federal Court
Name of Court:	U.S DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI
Location of Court:	ST. LOUIS, MISSOURI
Docket/Case #:	4:09CR509
Charge Date:	11/18/2010
Charge(s) 1 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 2 of 9	
Formal Charge(s)/Description:	BANK FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 3 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 4 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE
No of Counts:	2

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Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 5 of 9	
Formal Charge(s)/Description:	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 6 of 9	
Formal Charge(s)/Description:	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 7 of 9	
Formal Charge(s)/Description:	MONEY LAUDERING
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 8 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT INSURANCE FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 9 of 9	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Current Status:	Final
Status Date:	08/22/2013

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Disposition Date:	08/22/2013
Sentence/Penalty:	SENTENCED TO BE IMPRISONED FOR A TOTAL TERM OF 120 MONTHS; SENTENCE STARTED 01/14/2014;END DATE 01/14/2024; SUBJECT ASSESSED A MONETARY PENALTY OF $1,800.00 AND RESTITUTION IN THE AMOUNT OF $435,515,234.00, SUCH OBLIGATION BEING JOINT AND SEVERAL WITH THE FIVE CO-DEFENDANTS. COURT RECORDS INDICATE THAT, AS OF 05/02/2014, SUBJECT HAS PAID A TOTAL OF $32,852.00.
Firm Statement	SUBJECT DOES NOT HAVE THE MEANS TO SATISFY THE RESTITUTION PENALTY AND SO IS SUBJECT TO PAYMENTS THROUGH AN INSTALLMENT PLAN IN ACCORDANCE WITH THE BUREAU OF PRISON'S INMATE FINANCIAL RESPONSIBILITY PLAN.

Reporting Source:	Individual
Formal Charges were brought in:	Federal Court
Name of Court:	U.S. DISTRICT COURT, EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MO
Docket/Case #:	S2-4:09CR00509 JCH (TCM)
Charge Date:	11/18/2010
Charge(s) 1 of 4	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	13
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Charge(s) 2 of 4	
Formal Charge(s)/Description:	CONSPIRACY
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Charge(s) 3 of 4	
Formal Charge(s)/Description:	WIRE FRAUD
No of Counts:	11
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty

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Charge(s) 4 of 4

Formal Charge(s)/Description:	BANK FRAUD
No of Counts:	10
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Current Status:	Pending
Status Date:	

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Civil Event

This disclosure event involves an injunction issued by a foreign or domestic court in connection with investment-related activity, a finding by a domestic or foreign court of a violation of any investment-related statute or regulation, or an action dismissed by a domestic or foreign court pursuant to a settlement agreement.

Disclosure 1 of 3

Reporting Source:	Individual
Initiated By:	HANNOVER LIFE REASSURANCE COMPANY OF AMERICA
Relief Sought:	Monetary Penalty other than Fines
Date Court Action Filed:	09/01/2009
Date Notice/Process Served:	09/01/2009
Product Type:	No Product
Type of Court:	State Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MO
Docket/Case #:	4:07-CV-01434 JCH
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - CONSPIRACY TO COMMIT FRAUD COUNT 2 - RICO §1962(C) COUNT 3 - RICO §1962(D) COUNT 4 - TORTIOUS INTERFERENCE WITH CONTRACT COUNT 5 - UNJUST ENRICHMENT
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	CASE IS STAYED BY ORDER OF THE COURT
Broker Statement	PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

Disclosure 2 of 3

Reporting Source:	Individual
Initiated By:	BROUSSARD'S MORTUARY, INC.
Relief Sought:	Monetary Penalty other than Fines
Date Court Action Filed:	09/08/2008
Date Notice/Process Served:	09/08/2008
Product Type:	No Product
Type of Court:	State Court
Name of Court:	DISTRICT COURT OF JEFFERSON COUNTY, TEXAS, 136TH JUDICIAL DISTRICT

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Location of Court:	BEAUMONT, TX 77701
Docket/Case #:	D-0181676
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - BREACH OF CONTRACT COUNT 2 - FRAUDULENT INDUCEMENT/COMMON LAW FRAUD COUNT 3 - RICO DECEPTIVE TRADE PRACTICES ACT/TEXAS INSURANCE CODE
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	CASE IS STAYED WHILE MEMORIAL LIFE INSURANCE CO. AND LINCOLN MEMORIAL LIFE INSURANCE COMPANY ARE IN RECEIVERSHIP WITH THE SPECIAL DEPUTY RECEIVER FOR THE STATE OF TEXAS
Broker Statement	PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

Disclosure 3 of 3

Reporting Source:	Individual
Initiated By:	DONNA J. GARRETT, SPECIAL DEPUTY RECEIVER OF LINCOLN MEMORIAL LIFE INSURANCE COMPANY, MEMORIAL SERVICE LIFE INSURANCE COMPANY
Relief Sought:	Monetary Penalty other than Fines
Date Court Action Filed:	08/06/2009
Date Notice/Process Served:	08/06/2009
Product Type:	No Product
Type of Court:	State Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MISSOURI
Docket/Case #:	4:09-CV-1252 ERW
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - CONSPIRACY TO COMMIT FRAUD COUNT 2 - RICO §1962(C) COUNT 3 - RICO §1962(D) COUNT 4 - TORTIOUS INTERFERENCE WITH CONTRACT COUNT 5 - UNJUST ENRICHMENT COUNT 1 - RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT ("RICO"), 18 U.S.C. §1962(C) COUNT 2 - CONSPIRACY TO VIOLATE RICO UNDER 18 U.S.C. §1962(D) COUNT 3 - VIOLATION OF RICO 18 U.S.C. §1962(A) COUNT 4 - LANHAM ACT VIOLATION OF 15 U.S.C. §1125(A) COUNT 5 - FRAUDULENT OMISSIONS/NONDISCLOSURE

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	COUNT 6 - FRAUDULENT MISREPRESENTATIONS COUNT 7 - CONSPIRACY TO COMMIT FRAUD COUNT 8 - AIDING AND ABETTING FRAUD COUNT 9 - NEGLIGENT MISREPRESENTATIONS AND OMISSIONS COUNT 10 - BREACH OF PROMISSORY NOTES COUNT 11 - CONSUMER PROTECTION ACT VIOLATIONS COUNT 12 - TEXAS RECEIVERSHIP ACT VIOLATIONS (TEX. INS. CODE § 443.202 TO 205) COUNT 13 - VIOLATION OF TEXAS INSURANCE CODE § 463.302 ("DISTRIBUTIONS TO SHAREHOLDERS AND AFFILIATES") COUNT 14 - FRAUDULENT TRANSFER ACT VIOLATIONS COUNT 15 - BREACH OF FIDUCIARY DUTY BY OFFICERS AND DIRECTORS COUNT 16 - GROSS NEGLIGENCE BY OFFICERS AND DIRECTORS COUNT 17 - BREACH OF FIDUCIARY DUTY BY INVESTMENT ADVISORS COUNT 18 - GROSS NEGLIGENCE BY INVESTMENT ADVISORS COUNT 19 - BREACH OF FIDUCIARY DUTY BY TRUSTEE BANKS COUNT 20 - GROSS NEGLIGENCE BY TRUST BANKS COUNT 21 - AIDING AND ABETTING BREACH OF FIDUCIARY DUTY BY INVESTMENT ADVISORS COUNT 22 - AIDING AND ABETTING BREACH OF FIDUCIARY DUTY BY TRUSTEE BANKS COUNT 23 - LEGAL MALPRACTICE COUNT 24 - BREACH OF FIDUCIARY DUTY BY ATTORNEYS COUNT 25 - PROFESSIONAL NEGLIGENCE AGAINST AUDITORS COUNT 26 - INTERFERENCE WITH BUSINESS RELATIONSHIPS (TORTIOUS INTERFERENCE WITH CONTRACT) COUNT 27 - CONVERSION COUNT 28 - UNJUST ENRICHMENT COUNT 29 - MONEY HAD AND RECEIVED COUNT 30 - CONSTRUCTIVE TRUST
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	VARIOUS MOTIONS TO DISMISS, INCLUDING WULF BATES & MURPHY AND DAVID WULF'S MOTION FOR MORE DEFINITE STATEMENT, ARE FULLY BRIEFED AND PENDING.
Broker Statement	VARIOUS MOTIONS TO DISMISS, INCLUDING WULF BATES & MURPHY AND DAVID WULF'S MOTION FOR MORE DEFINITE STATEMENT, ARE FULLY BRIEFED AND PENDING. PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

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Customer Dispute

This section provides information regarding a customer dispute that was reported to the Investment Adviser Registration Depository (IARD) by the Investment Adviser Representative (IAR), an investment adviser and/or securities firm, and/or a securities regulator. The event may include a consumer-initiated, investment-related complaint, arbitration proceeding or civil suit that contains allegations of sales practice violations against the individual.

The customer dispute may be pending or may have resulted in a civil judgment, arbitration award, monetary settlement, closure without action, withdrawal, dismissal, denial, or other outcome.

Disclosure 1 of 1

Reporting Source:	Individual
Employing firm when activities occurred which led to the complaint:	WULF BATES & MURPHY, INC.
Allegations:	FORMER CLIENT ALLEGED THAT MR. WULF AND THE FIRM BREACHED VARIOUS DUTIES OWED TO IT AS A CLIENT OF THE FIRM, SPECIFICALLY, (I) BY NOT INFORMING [CUSTOMER] THAT IT WAS PAYING MARK-UPS AND MARK-DOWNS ON SECURITIES PURCHASED THROUGH MOLONEY SECURITIES CO., INC.; AND (II) THAT CERTAIN INVESTMENTS PURCHASED BY THE FIRM FOR [CUSTOMER'S] ACCOUNT WERE UNSUITABLE GIVEN WHAT IT ALLEGES WERE ITS CONSERVATIVE INVESTMENT OBJECTIVES.
Product Type:	Debt-Corporate
Alleged Damages:	$0.00
Alleged Damages Amount Explanation (if amount not exact):	"NOT QUANTIFIED IN PLANTIFF'S PETITION"

Civil Litigation Information

Type of Court:	State Court
Name of Court:	DISTRICT COURT OF TRAVIS COUNTY, TEXAS, 126TH JUDICIAL DISTRICT
Location of Court:	AUSTIN, TX
Docket/Case #:	GN-304588
Date Notice/Process Served:	01/06/2004
Litigation Pending?	No
Disposition:	Settled
Disposition Date:	04/19/2006
Monetary Compensation Amount:	$788,497.30
Individual Contribution Amount:	$0.00
Broker Statement	CONTRARY TO ALLEGATIONS, CLIENT RECEIVED FIRM'S ADV PARTII DISCLOSING COMMISSIONS OR MARK-UPS ON TRANSACTIONS EFFECTED THROUGH MOLONEY SECURITIES. SECURITIES PURCHASED FOR CLIENT'S NON-DISCRETIONARY ACCOUNT WERE CONSISTENT WITH STATED INVESTMENT OBJECTIVE. SUBJECTS WULF AND MOLONEY SECURITIES WERE SUCCESSFUL IN SUBSEQUENT ACTION AGAINST INSURER AND THEIR ASSIGNED COUNSEL TO THE EXTENT THAT WULF SUFFERED NO OUT OF POCKET EXPENSE FROM THE SETTLEMENT

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End of Report

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EXHIBIT H

BrokerCheck Report

DAVID RICHARD WULF

CRD# 850098

Report #22129-39278, data current as of Tuesday, February 03, 2015.

Section Title	Page(s)
Report Summary	1
Broker Qualifications	2 - 3
Registration and Employment History	4 - 5
Disclosure Events	6

About BrokerCheck®

BrokerCheck offers information on all current, and many former, registered securities brokers, and all current and former registered securities firms. FINRA strongly encourages investors to use BrokerCheck to check the background of securities brokers and brokerage firms before deciding to conduct, or continue to conduct, business with them.

- **What is included in a BrokerCheck report?**
  BrokerCheck reports for individual brokers include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards. BrokerCheck reports for brokerage firms include information on a firm's profile, history, and operations, as well as many of the same disclosure events mentioned above.
  Please note that the information contained in a BrokerCheck report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the broker or brokerage firm, or concluded through a negotiated settlement with no admission or finding of wrongdoing.
- **Where did this information come from?**
  The information contained in BrokerCheck comes from FINRA's Central Registration Depository, or CRD® and is a combination of:
  - information FINRA and/or the Securities and Exchange Commission (SEC) require brokers and brokerage firms to submit as part of the registration and licensing process, and
  - information that regulators report regarding disciplinary actions or allegations against firms or brokers.
- **How current is this information?**
  Generally, active brokerage firms and brokers are required to update their professional and disciplinary information in CRD within 30 days. Under most circumstances, information reported by brokerage firms, brokers and regulators is available in BrokerCheck the next business day.
- **What if I want to check the background of an investment adviser firm or investment adviser representative?**
  To check the background of an investment adviser firm or representative, you can search for the firm or individual in BrokerCheck. If your search is successful, click on the link provided to view the available licensing and registration information in the SEC's Investment Adviser Public Disclosure (IAPD) website at http://www.adviserinfo.sec.gov. In the alternative, you may search the IAPD website directly or contact your state securities regulator at http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/P455414.
- **Are there other resources I can use to check the background of investment professionals?**
  FINRA recommends that you learn as much as possible about an investment professional before deciding to work with them. Your state securities regulator can help you research brokers and investment adviser representatives doing business in your state.

Thank you for using FINRA BrokerCheck.

Using this site/information means that you accept the FINRA BrokerCheck Terms and Conditions. A complete list of Terms and Conditions can be found at brokercheck.finra.org

For additional information about the contents of this report, please refer to the User Guidance or www.finra.org/brokercheck. It provides a glossary of terms and a list of frequently asked questions, as well as additional resources. For more information about FINRA, visit www.finra.org.

DAVID R. WULF
CRD# 850098

This broker is not currently registered.

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

Broker Qualifications

This broker is not currently registered.

This broker has passed:

- 3 Principal/Supervisory Exams
- 3 General Industry/Product Exams
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following securities firm(s):

MOLONEY SECURITIES CO., INC.
CRD# 38535
MANCHESTER, MO
09/1999 - 08/2013

BIRCHTREE FINANCIAL SERVICES, INC.
CRD# 15014
MINNEAPOLIS, MN
06/1988 - 09/1999

AMERICAN CAPITAL EQUITIES, INC.
CRD# 13272
02/1986 - 06/1988

Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **Yes**

The following types of disclosures have been reported:

Type	Count
Criminal	1
Civil Event	3
Customer Dispute	1

Investment Adviser Representative Information

The information below represents the individual's record as a broker. For details on this individual's record as an investment adviser representative, visit the SEC's Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov

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Broker Qualifications

Registrations

This section provides the self-regulatory organizations (SROs) and U.S. states/territories the broker is currently registered and licensed with, the category of each license, and the date on which it became effective. This section also provides, for every brokerage firm with which the broker is currently employed, the address of each branch where the broker works.

This broker is not currently registered.

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Broker Qualifications

Industry Exams this Broker has Passed

This section includes all securities industry exams that the broker has passed. Under limited circumstances, a broker may attain a registration after receiving an exam waiver based on exams the broker has passed and/or qualifying work experience. Any exam waivers that the broker has received are not included below.

This individual has passed 3 principal/supervisory exams, 3 general industry/product exams, and 2 state securities law exams.

Principal/Supervisory Exams

Exam	Category	Date
Registered Options Principal Examination	Series 4	11/04/1998
General Securities Principal Examination	Series 24	06/16/1986
Financial and Operations Principal Examination	Series 27	06/10/1987

General Industry/Product Exams

Exam	Category	Date
Registered Representative Examination	Series 1	03/11/1978
National Commodity Futures Examination	Series 3	12/27/1996
General Securities Representative Examination	Series 7	11/18/1978

State Securities Law Exams

Exam	Category	Date
Uniform Securities Agent State Law Examination	Series 63	05/12/1983
Uniform Investment Adviser Law Examination	Series 65	08/18/2012

Additional information about the above exams or other exams FINRA administers to brokers and other securities professionals can be found at www.finra.org/brokerqualifications/registeredrep/.

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Registration and Employment History

Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
09/1999 - 08/2013	MOLONEY SECURITIES CO., INC.	38535	MANCHESTER, MO
06/1988 - 09/1999	BIRCHTREE FINANCIAL SERVICES, INC.	15014	MINNEAPOLIS, MN
02/1986 - 06/1988	AMERICAN CAPITAL EQUITIES, INC.	13272	
12/1982 - 03/1986	SHEARSON LEHMAN BROTHERS INC.	7506	
11/1978 - 01/1983	MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED	7691	
03/1978 - 10/1978	CG EQUITY SALES COMPANY	145	

Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment Dates	Employer Name	Employer Location
08/1999 - Present	MOLONEY SECURITIES CO., INC.	ST. LOUIS, MO
02/1986 - Present	WULF, BATES & MURPHY	ST. LOUIS, MO

Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

MOLONEY SECURITIES CO., INC. INVESTMENT RELATED REGISTERED BROKER/DEALER - MEMBER FINRA/SIPC 13537 BARRETT PARKWAY DR SUITE 345 ST. LOUIS, MO 63021 UNITED STATES DAVID R. WULF IS A REGISTERED REPRESENTATIVE WITH MOLONEY SECURITIES CO., INC. (1999-PRESENT). HE CONDUCTS AND EXECUTES INVESTMENT RELATED TRANSACTIONS (IE; BUYING/SELLING STOCKS,BONDS,LOAD MUTUAL FUNDS AND OPTIONS)ON A FULLY DISCLOSED BASIS THROUGH MOLONEY SECURITIES. TYPICALLY THESE TRANSACTIONS WILL INVOLVE A COMMISSION OR A MARK-UP/MARK-DOWN. APPROXIMATELY 120 HOURS/MONTH IS SPENT CONDUCTING BUSINESS THROUGH MOLONEY. THIS IS ON A DAILY BASIS ON

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Registration and Employment History

Other Business Activities, continued

BEHALF OF IA ACCOUNTS AS WELL AS NON-IA ACCOUNTS

VERITAS HOLDINGS, LLC IS A SHELL CORPORATION THAT IS CURRENTLY DORMANT AND CONDUCTING NO BUSINESS ACTIVITIES. 13537 BARRETT PARKWAY DR SUITE 345 ST. LOUIS, MO 63021 DAVID R. WULF IS A CO-OWNER AND GENERAL PARTNER OF VERITAS HOLDINGS

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Disclosure Events

What you should know about reported disclosure events:

1. All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

2. **Certain thresholds must be met before an event is reported to CRD, for example:**
   - A law enforcement agency must file formal charges before a broker is required to disclose a particular criminal event.
   - A customer dispute must involve allegations that a broker engaged in activity that violates certain rules or conduct governing the industry and that the activity resulted in damages of at least $5,000.

3. **Disclosure events in BrokerCheck reports come from different sources:**
   - As mentioned at the beginning of this report, information contained in BrokerCheck comes from brokers, brokerage firms and regulators. When more than one of these sources reports information for the same disclosure event, all versions of the event will appear in the BrokerCheck report. The different versions will be separated by a solid line with the reporting source labeled.

4. **There are different statuses and dispositions for disclosure events:**
   - A disclosure event may have a status of *pending, on appeal,* or *final.*
     - A "pending" event involves allegations that have not been proven or formally adjudicated.
     - An event that is "on appeal" involves allegations that have been adjudicated but are currently being appealed.
     - A "final" event has been concluded and its resolution is not subject to change.
   - A final event generally has a disposition of *adjudicated, settled* or *otherwise resolved.*
     - An "adjudicated" matter includes a disposition by (1) a court of law in a criminal or civil matter, or (2) an administrative panel in an action brought by a regulator that is contested by the party charged with some alleged wrongdoing.
     - A "settled" matter generally involves an agreement by the parties to resolve the matter. Please note that brokers and brokerage firms may choose to settle customer disputes or regulatory matters for business or other reasons.
     - A "resolved" matter usually involves no payment to the customer and no finding of wrongdoing on the part of the individual broker. Such matters generally involve customer disputes.

For your convenience, below is a matrix of the number and status of disclosure events involving this broker. Further information regarding these events can be found in the subsequent pages of this report. You also may wish to contact the broker to obtain further information regarding these events.

	Pending	Final	On Appeal
Criminal	0	1	0

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Civil Event	3	0	0
Customer Dispute	0	1	N/A

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Disclosure Event Details

When evaluating this information, please keep in mind that a discloure event may be pending or involve allegations that are contested and have not been resolved or proven. The matter may, in the end, be withdrawn, dismissed, resolved in favor of the broker, or concluded through a negotiated settlement for certain business reasons (e.g., to maintain customer relationships or to limit the litigation costs associated with disputing the allegations) with no admission or finding of wrongdoing.

This report provides the information exactly as it was reported to CRD and therefore some of the specific data fields contained in the report may be blank if the information was not provided to CRD.

Criminal - Final Disposition

This type of disclosure event involves a criminal charge against the broker that has resulted in a conviction, acquittal, dismissal, or plea. The criminal matter may pertain to any felony or certain misdemeanor offenses, including bribery, perjury, forgery, counterfeiting, extortion, fraud, and wrongful taking of property.

Disclosure 1 of 1

Reporting Source:	Regulator
Formal Charges were brought in:	Federal Court
Name of Court:	U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI
Location of Court:	ST. LOUIS, MO.
Docket/Case #:	4:09CR509
Charge Date:	11/18/2010
Charge(s) 1 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 2 of 9	
Formal Charge(s)/Description:	BANK FRAUD

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No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 3 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 4 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE
No of Counts:	2
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 5 of 9	
Formal Charge(s)/Description:	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 6 of 9	
Formal Charge(s)/Description:	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	4
Felony or Misdemeanor:	Felony

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Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 7 of 9	
Formal Charge(s)/Description:	MONEY LAUNDERING
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 8 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT INSURANCE FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 9 of 9	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Current Status:	Final
Status Date:	08/22/2013
Disposition Date:	08/22/2013
Sentence/Penalty:	N/A
Regulator Statement	WULF WAS APPOINTED IN THE 1980S TO SERVE AS THE INDEPENDENT INVESTMENT ADVISER TO THE PRENEED FUNERAL TRUSTS ESTABLISHED PURSUANT TO MISSOURI STATUTES BY A COMPANY. AS THE TRUSTS' ADVISER, WULF WAS RESPONSIBLE FOR PROTECTING, INVESTING, AND

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MANAGING THE TRUSTS' ASSETS, WHICH INCLUDED MORE THAN $150 MILLION PAID BY CUSTOMERS WHO WERE TOLD THEIR FUNDS WOULD BE KEPT SAFE UNTIL THE TIME OF NEED. THE GOVERNMENT'S EVIDENCE AT TRIAL, HOWEVER, ESTABLISHED THAT WULF CONTINUALLY AUTHORIZED THE USE OF TRUST FUNDS TO PAY UNRELATED DEBTS OF AFFILIATED COMPANIES TO ENRICH HIS CO-DEFENDANTS AND ULTIMATELY TO PERPETUATE A MASSIVE PONZI SCHEME THAT SPANNED MORE THAN A DOZEN STATES AND AFFECTED THOUSANDS OF INDIVIDUAL CUSTOMERS. ACCORDING TO COURT DOCUMENTS AND TESTIMONY PRESENTED AT TRIAL, BEGINNING AS EARLY AS 1992 AND CONTINUING UNTIL 2008, THE COMPANY SOLD PREARRANGED FUNERAL CONTRACTS IN SEVERAL STATES, INCLUDING MISSOURI, ILLINOIS, AND OHIO. DURING THAT TIME, INSURANCE COMPANIES AFFILIATED WITH THE COMPANY ISSUED LIFE INSURANCE POLICIES RELATED TO THOSE PREARRANGED FUNERAL CONTRACTS. AS PART OF THE CONTRACTS, THE TOTAL PRICE FOR FUNERAL SERVICES AND MERCHANDISE FOR AN INDIVIDUAL WAS AGREED UPON, AND THAT PRICE WOULD REMAIN CONSTANT REGARDLESS OF WHEN THE FUNERAL SERVICES AND MERCHANDISE WOULD BE NEEDED. CUSTOMERS ENTERING INTO PREARRANGED FUNERAL CONTRACTS WOULD USUALLY PAY A SINGLE SUM OF MONEY UP-FRONT TO THE COMPANY EITHER DIRECTLY OR THROUGH A FUNERAL HOME THAT WAS ALSO A PARTY TO THE CONTRACT. THE COMPANY REPRESENTED TO INDIVIDUAL CUSTOMERS, FUNERAL HOMES, AND STATE REGULATORS THAT FUNDS PAID BY CUSTOMERS UNDER THE PREARRANGED FUNERAL CONTRACTS WOULD BE KEPT IN A SECURE TRUST OR INSURANCE POLICY AS REQUIRED UNDER STATE LAW. COURT DOCUMENTS DISCLOSE, HOWEVER, THAT THE COMPANY MADE USE OF FUNDS PAID BY CUSTOMERS IN WAYS THAT WERE INCONSISTENT BOTH WITH ITS PRIOR AND CONTINUING REPRESENTATIONS AND WITH THE APPLICABLE STATE LAWS AND REGULATIONS. THE COMPANY OPERATED AS A FRAUDULENT PONZI-LIKE SCHEME, WHERE CUSTOMER FUNDS WERE NEITHER KEPT SAFE IN BANK TRUSTS OR INSURANCE POLICIES BUT INSTEAD WERE UTILIZED FOR UNAUTHORIZED PURPOSES AND THE PERSONAL ENRICHMENT OF ITS OFFICERS AND OTHERS. IN TURN, NEW BUSINESS BECAME THE SOURCE OF FUNDING FOR FUNERALS THAT PRIOR CUSTOMERS HAD PREVIOUSLY PAID FOR IN ADVANCE. VICTIMS OF THE SCHEME INCLUDE INDIVIDUAL CUSTOMERS, FUNERAL HOMES, AND STATE INSURANCE GUARANTEE ASSOCIATIONS ACROSS THE COUNTRY. WULF WAS CONVICTED ON 18 COUNTS, INCLUDING BANK FRAUD, WIRE FRAUD, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION, AND CONSPIRACY TO COMMIT THOSE CRIMES. EACH COUNT OF BANK FRAUD, CONSPIRACY, AND WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION CARRIES A MAXIMUM PENALTY OF 30 YEARS' IMPRISONMENT. THE WIRE FRAUD COUNTS EACH CARRY A MAXIMUM PENALTY OF 20 YEARS. WULF'S SENTENCING HAS BEEN SET FOR NOVEMBER 7, 2013.

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Reporting Source:	Firm
Formal Charges were brought in:	Federal Court
Name of Court:	U.S DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI
Location of Court:	ST. LOUIS, MISSOURI
Docket/Case #:	4:09CR509
Charge Date:	11/18/2010
Charge(s) 1 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 2 of 9	
Formal Charge(s)/Description:	BANK FRAUD
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 3 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION
No of Counts:	3
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted

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Charge(s) 4 of 9	
Formal Charge(s)/Description:	FRAUD BY WIRE
No of Counts:	2
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 5 of 9	
Formal Charge(s)/Description:	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 6 of 9	
Formal Charge(s)/Description:	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 7 of 9	
Formal Charge(s)/Description:	MONEY LAUDERING
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 8 of 9	
Formal Charge(s)/Description:	CONSPIRACY TO COMMIT INSURANCE FRAUD

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No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Charge(s) 9 of 9	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	4
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Convicted
Current Status:	Final
Status Date:	08/22/2013
Disposition Date:	08/22/2013
Sentence/Penalty:	SENTENCED TO BE IMPRISONED FOR A TOTAL TERM OF 120 MONTHS; SENTENCE STARTED 01/14/2014;END DATE 01/14/2024; SUBJECT ASSESSED A MONETARY PENALTY OF $1,800.00 AND RESTITUTION IN THE AMOUNT OF $435,515,234.00, SUCH OBLIGATION BEING JOINT AND SEVERAL WITH THE FIVE CO-DEFENDANTS. COURT RECORDS INDICATE THAT, AS OF 05/02/2014, SUBJECT HAS PAID A TOTAL OF $32,852.00.
Firm Statement	SUBJECT DOES NOT HAVE THE MEANS TO SATISFY THE RESTITUTION PENALTY AND SO IS SUBJECT TO PAYMENTS THROUGH AN INSTALLMENT PLAN IN ACCORDANCE WITH THE BUREAU OF PRISON'S INMATE FINANCIAL RESPONSIBILITY PLAN.

Reporting Source:	Broker
Formal Charges were brought in:	Federal Court
Name of Court:	U.S. DISTRICT COURT, EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MO

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Docket/Case #:	S2-4:09CR00509 JCH (TCM)
Charge Date:	11/18/2010
Charge(s) 1 of 4	
Formal Charge(s)/Description:	MAIL FRAUD
No of Counts:	13
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Charge(s) 2 of 4	
Formal Charge(s)/Description:	CONSPIRACY
No of Counts:	1
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Charge(s) 3 of 4	
Formal Charge(s)/Description:	WIRE FRAUD
No of Counts:	11
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty
Charge(s) 4 of 4	
Formal Charge(s)/Description:	BANK FRAUD
No of Counts:	10
Felony or Misdemeanor:	Felony
Plea for each charge:	NOT GUILTY
Disposition of charge:	Pled not guilty

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Current Status: Pending

Status Date:

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Civil - Pending

This type of disclosure event involves a pending civil court action that seeks an injunction in connection with any investment-related activity or alleges a violation of any investment-related statute or regulation.

Disclosure 1 of 3

Reporting Source:	Broker
Initiated By:	HANNOVER LIFE REASSURANCE COMPANY OF AMERICA
Relief Sought:	Monetary Penalty other than Fines
Date Court Action Filed:	09/01/2009
Date Notice/Process Served:	09/01/2009
Product Type:	No Product
Type of Court:	State Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MO
Docket/Case #:	4:07-CV-01434 JCH
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - CONSPIRACY TO COMMIT FRAUD COUNT 2 - RICO §1962(C) COUNT 3 - RICO §1962(D) COUNT 4 - TORTIOUS INTERFERENCE WITH CONTRACT COUNT 5 - UNJUST ENRICHMENT
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	CASE IS STAYED BY ORDER OF THE COURT
Broker Statement	PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

Disclosure 2 of 3

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Reporting Source:	Broker
Initiated By:	BROUSSARD'S MORTUARY, INC.
Relief Sought:	Monetary Penalty other than Fines
Date Court Action Filed:	09/08/2008
Date Notice/Process Served:	09/08/2008
Product Type:	No Product
Type of Court:	State Court
Name of Court:	DISTRICT COURT OF JEFFERSON COUNTY, TEXAS, 136TH JUDICIAL DISTRICT
Location of Court:	BEAUMONT, TX 77701
Docket/Case #:	D-0181676
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - BREACH OF CONTRACT COUNT 2 - FRAUDULENT INDUCEMENT/COMMON LAW FRAUD COUNT 3 - RICO DECEPTIVE TRADE PRACTICES ACT/TEXAS INSURANCE CODE
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	CASE IS STAYED WHILE MEMORIAL LIFE INSURANCE CO. AND LINCOLN MEMORIAL LIFE INSURANCE COMPANY ARE IN RECEIVERSHIP WITH THE SPECIAL DEPUTY RECEIVER FOR THE STATE OF TEXAS
Broker Statement	PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

Disclosure 3 of 3

Reporting Source:	Broker
Initiated By:	DONNA J. GARRETT, SPECIAL DEPUTY RECEIVER OF LINCOLN MEMORIAL LIFE INSURANCE COMPANY, MEMORIAL SERVICE LIFE INSURANCE COMPANY
Relief Sought:	Monetary Penalty other than Fines

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Date Court Action Filed:	08/06/2009
Date Notice/Process Served:	08/06/2009
Product Type:	No Product
Type of Court:	State Court
Name of Court:	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION
Location of Court:	ST. LOUIS, MISSOURI
Docket/Case #:	4:09-CV-1252 ERW
Employing firm when activity occurred which led to the action:	WULF, BATES & MURPHY, INC.
Allegations:	COUNT 1 - CONSPIRACY TO COMMIT FRAUD COUNT 2 - RICO §1962(C) COUNT 3 - RICO §1962(D) COUNT 4 - TORTIOUS INTERFERENCE WITH CONTRACT COUNT 5 - UNJUST ENRICHMENT COUNT 1 - RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT ("RICO"), 18 U.S.C. §1962(C) COUNT 2 - CONSPIRACY TO VIOLATE RICO UNDER 18 U.S.C. §1962(D) COUNT 3 - VIOLATION OF RICO 18 U.S.C. §1962(A) COUNT 4 - LANHAM ACT VIOLATION OF 15 U.S.C. §1125(A) COUNT 5 - FRAUDULENT OMISSIONS/NONDISCLOSURE COUNT 6 - FRAUDULENT MISREPRESENTATIONS COUNT 7 - CONSPIRACY TO COMMIT FRAUD COUNT 8 - AIDING AND ABETTING FRAUD COUNT 9 - NEGLIGENT MISREPRESENTATIONS AND OMISSIONS COUNT 10 - BREACH OF PROMISSORY NOTES COUNT 11 - CONSUMER PROTECTION ACT VIOLATIONS COUNT 12 - TEXAS RECEIVERSHIP ACT VIOLATIONS (TEX. INS. CODE § 443.202 TO 205) COUNT 13 - VIOLATION OF TEXAS INSURANCE CODE § 463.302 ("DISTRIBUTIONS TO SHAREHOLDERS AND AFFILIATES") COUNT 14 - FRAUDULENT TRANSFER ACT VIOLATIONS COUNT 15 - BREACH OF FIDUCIARY DUTY BY OFFICERS AND DIRECTORS COUNT 16 - GROSS NEGLIGENCE BY OFFICERS AND DIRECTORS COUNT 17 - BREACH OF FIDUCIARY DUTY BY INVESTMENT ADVISORS COUNT 18 - GROSS NEGLIGENCE BY INVESTMENT ADVISORS COUNT 19 - BREACH OF FIDUCIARY DUTY BY TRUSTEE BANKS COUNT 20 - GROSS NEGLIGENCE BY TRUST BANKS

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	COUNT 21 - AIDING AND ABETTING BREACH OF FIDUCIARY DUTY BY INVESTMENT ADVISORS COUNT 22 - AIDING AND ABETTING BREACH OF FIDUCIARY DUTY BY TRUSTEE BANKS COUNT 23 - LEGAL MALPRACTICE COUNT 24 - BREACH OF FIDUCIARY DUTY BY ATTORNEYS COUNT 25 - PROFESSIONAL NEGLIGENCE AGAINST AUDITORS COUNT 26 - INTERFERENCE WITH BUSINESS RELATIONSHIPS (TORTIOUS INTERFERENCE WITH CONTRACT) COUNT 27 - CONVERSION COUNT 28 - UNJUST ENRICHMENT COUNT 29 - MONEY HAD AND RECEIVED COUNT 30 - CONSTRUCTIVE TRUST
Current Status:	Pending
Limitations or Restrictions in Effect During Appeal:	VARIOUS MOTIONS TO DISMISS, INCLUDING WULF BATES & MURPHY AND DAVID WULF'S MOTION FOR MORE DEFINITE STATEMENT, ARE FULLY BRIEFED AND PENDING.
Broker Statement	VARIOUS MOTIONS TO DISMISS, INCLUDING WULF BATES & MURPHY AND DAVID WULF'S MOTION FOR MORE DEFINITE STATEMENT, ARE FULLY BRIEFED AND PENDING. PLAINTIFFS ARE NOT NOW, NOR HAVE THEY EVER BEEN, CLIENTS OF WULF, BATES & MURPHY, INC., OR DAVID R. WULF. ADVISOR DENIES ANY AND ALLL ALLEGATIONS ASSERTED IN PLAINTIFF'S PETITION, MOST SPECIFICALLY THAT ADVISOR EVER CONSPIRED (DIRECTLY OR INDIRECTLY) WITH ANY OF THE OTHER NAMED DEFENDANTS.

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Customer Dispute - Settled

This type of disclosure event involves a consumer-initiated, investment-related complaint, arbitration proceeding or civil suit containing allegations of sale practice violations against the broker that resulted in a monetary settlement to the customer.

Disclosure 1 of 1

Reporting Source:	Broker
Employing firm when activities occurred which led to the complaint:	WULF BATES & MURPHY, INC.
Allegations:	FORMER CLIENT ALLEGED THAT MR. WULF AND THE FIRM BREACHED VARIOUS DUTIES OWED TO IT AS A CLIENT OF THE FIRM, SPECIFICALLY, (I) BY NOT INFORMING [CUSTOMER] THAT IT WAS PAYING MARK-UPS AND MARK-DOWNS ON SECURITIES PURCHASED THROUGH MOLONEY SECURITIES CO., INC.; AND (II) THAT CERTAIN INVESTMENTS PURCHASED BY THE FIRM FOR [CUSTOMER'S] ACCOUNT WERE UNSUITABLE GIVEN WHAT IT ALLEGES WERE ITS CONSERVATIVE INVESTMENT OBJECTIVES.
Product Type:	Debt-Corporate
Alleged Damages:	$0.00
Alleged Damages Amount Explanation (if amount not exact):	"NOT QUANTIFIED IN PLANTIFF'S PETITION"

Civil Litigation Information

Type of Court:	State Court
Name of Court:	DISTRICT COURT OF TRAVIS COUNTY, TEXAS, 126TH JUDICIAL DISTRICT
Location of Court:	AUSTIN, TX
Docket/Case #:	GN-304588
Date Notice/Process Served:	01/06/2004
Litigation Pending?	No
Disposition:	Settled
Disposition Date:	04/19/2006
Monetary Compensation Amount:	$788,497.30
Individual Contribution Amount:	$0.00

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Broker Statement

CONTRARY TO ALLEGATIONS, CLIENT RECEIVED FIRM'S ADV PARTII DISCLOSING COMMISSIONS OR MARK-UPS ON TRANSACTIONS EFFECTED THROUGH MOLONEY SECURITIES. SECURITIES PURCHASED FOR CLIENT'S NON-DISCRETIONARY ACCOUNT WERE CONSISTENT WITH STATED INVESTMENT OBJECTIVE. SUBJECTS WULF AND MOLONEY SECURITIES WERE SUCCESSFUL IN SUBSEQUENT ACTION AGAINST INSURER AND THEIR ASSIGNED COUNSEL TO THE EXTENT THAT WULF SUFFERED NO OUT OF POCKET EXPENSE FROM THE SETTLEMENT

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End of Report

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EXHIBIT I

NO. 1

Members of the jury, the instructions I gave you at the beginning of the trial and during the trial remain in effect. I now give you some additional instructions.

You must, of course, continue to follow the instructions I gave you earlier, as well as those I give you now. You must not single out some instructions and ignore others, because all are important. This is true even though some of those I gave you at the beginning of and during trial are not repeated here.

The instructions I am about to give you now are in writing and will be available to you in the jury room. I emphasize, however, that this does not mean they are more important than my earlier instructions. Again, *all* instructions, whenever given and whether in writing or not, must be followed.

NO. 3

The charges in this case are as follows:

Under Count 1, the indictment charges that defendant committed the crime of conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud.

Under Counts 2-9, the indictment charges that defendant committed the crime of bank fraud.

Under Counts 10-14, and 18, the indictment charges that defendant committed the crime of wire fraud affecting a financial institution.

Under Counts 15-17, the indictment charges that defendant committed the crime of wire fraud.

As I told you at the beginning of the trial, an indictment is simply an accusation. It is not evidence of anything. To the contrary, the defendant is presumed to be innocent. Thus the defendant, even though charged, begins the trial with no evidence against him. The presumption of innocence alone is sufficient to find the defendant not guilty and can be overcome only if the Government proves, beyond a reasonable doubt, each element of the crime charged.

Keep in mind that each count charges a separate crime. You must consider each count separately, and return a separate verdict for each count.

NO. 4

The Indictment in this case charges several other individuals with the same crimes for which the defendant is on trial, and also alleges that other unnamed individuals participated in the crimes for which the defendant is on trial. Please remember that only this defendant, not anyone else, is on trial here, and that this defendant is on trial only for the crimes charged, not for anything else. You should not guess about or concern yourselves with the disposition of any charges against other individuals named or mentioned in the Indictment. You are not to consider the disposition of any such charges when deciding if the Government has proved, beyond a reasonable doubt, the charges against this defendant. This defendant is entitled to be treated separately from the other individuals named or mentioned in the Indictment. You must give separate consideration to the evidence about this defendant, and you must return a verdict as to this defendant alone.

NO. 5

A reasonable doubt is a doubt based upon reason and common sense, and not the mere possibility of innocence. A reasonable doubt is the kind of doubt that would make a reasonable person hesitate to act. Proof beyond a reasonable doubt, therefore, must be proof of such a convincing character that a reasonable person would not hesitate to rely and act upon it. However, proof beyond a reasonable doubt does not mean proof beyond all possible doubt.

NO. 6

The government and the defendant have stipulated -- that is, they have agreed -- that certain facts are as stated in the Second and Fourth Stipulations of the Parties. You must therefore treat those facts as having been proved.

NO. 7

You have heard evidence that Darci Greco and Tony Lumpkin have received a promise from the Government that their testimony will not be used against them in a criminal case. Their testimony was received in evidence and may be considered by you. You may give their testimony such weight as you think it deserves. Whether or not their testimony may have been influenced by the Government's promise is for you to determine.

NO. 8

You have heard testimony from a person described as an expert. Persons who, by knowledge, skill, training, education or experience, have become expert in some field may state their opinions on matters in that field and may also state the reasons for their opinion.

Expert testimony should be considered just like any other testimony. You may accept or reject it, and give it as much weight as you think it deserves, considering the witness's education and experience, the soundness of the reasons given for the opinion, the acceptability of the methods used, and all the other evidence in the case.

NO. 9

Certain charts and summaries have been shown to you in order to help explain the facts disclosed by the books, records, or other underlying evidence in the case. Those charts or summaries are used for convenience. They are not themselves evidence or proof of any facts. If they do not correctly reflect the facts shown by the evidence in the case, you should disregard these charts and summaries and determine the facts from the books, records or other underlying evidence.

If you wish to review any exhibits during your deliberations, please notify the Court and those exhibits will be provided to you.

NO. 10

The crime of bank fraud, as charged in Counts 2-9 of the indictment, has three elements, which are:

One, the defendant knowingly participated in a scheme to defraud an institution or to obtain monies, funds, credits, assets or other property under the custody and control of an institution by means of material false or fraudulent representations or promises, which scheme is described in Count 2 of the Indictment;

Two, the defendant did so with intent to defraud; and

Three, the institution was a financial institution.

The parties have stipulated that at all times between January 1, 1992, and May 14, 2008, Allegiant Bank and Bremen Bank and Trust Company were financial institutions.

The phrase "scheme to defraud" includes any plan or course of action intended to deceive or cheat another out of money, property or property rights by employing material falsehoods, concealing material facts, or omitting material facts. It also means the obtaining of money or property from a financial institution by means of material false pretenses, representations or promises. A scheme to defraud need not be fraudulent on its face but must include some sort of fraudulent misrepresentation or promise reasonably calculated to deceive a reasonable person.

A representation, pretense or promise is "false" when it is untrue when made or effectively conceals or omits a material fact. A representation, pretense or promise is "material" if it has a natural tendency to influence, or is capable of influencing, the decision of the institution in deciding whether to engage or not to engage in a particular transaction. However, whether a representation, pretense or promise is "material" does not depend on whether the institution was actually deceived.

To act with "intent to defraud" means to act knowingly and with the intent to deceive someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known that the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity.

The bank fraud counts of the indictment charge that the defendant, along with other persons, devised or participated in a scheme. The Government need not prove, however, that all of these persons met together to formulate the scheme charged, or that there was a formal agreement among them, in order for them to be held jointly responsible for the execution of the scheme. It is sufficient if only one person conceives the scheme and the others knowingly, voluntarily and intentionally join in and participate in some way in the operation of the scheme in order for such others to be held jointly responsible.

It is not necessary that the Government prove all of the details alleged in the indictment concerning the precise nature and purpose of the scheme, or that the alleged scheme actually succeeded in defrauding anyone.

If all of these essential elements have been proved beyond a reasonable doubt as to the defendant as to any of the crimes charged under Counts 2-9, then you must find the defendant guilty of those crimes; otherwise you must find the defendant not guilty of those crimes.

Keep in mind that each count charges a separate crime. You must consider each count separately, and return a separate verdict for each count.

NO. 11

The crime of wire fraud affecting a financial institution, as charged in Counts 10-14, and 18, of the indictment, has four elements, which are:

One, the defendant voluntarily and intentionally participated in a scheme to defraud with knowledge of its fraudulent nature, or participated in a scheme to obtain money, property or property rights by means of material false representations or promises which scheme is described in Count 2 of the indictment;

Two, the defendant did so with the intent to defraud;

Three, the defendant used, or caused to be used, interstate wire communication facilities in furtherance of, or in an attempt to carry out, some essential step in the scheme; and

Four, the scheme affected a financial institution.

The parties have stipulated that at all times between January 1, 1992, and May 14, 2008, Allegiant Bank and Bremen Bank and Trust Company were financial institutions.

The phrase "scheme to defraud" includes any plan or course of action intended to deceive or cheat another out of money, property or property rights by employing material falsehoods, concealing material facts, or omitting material facts. It also means the obtaining of money or property from another by means of material false representations or promises. A scheme to defraud need not be fraudulent on its face but must include some sort of fraudulent misrepresentation or promise reasonably calculated to deceive a reasonable person.

A statement or representation is "false" when it is untrue when made or effectively conceals or omits a material fact.

A representation or promise is "material" if it has a natural tendency to influence, or is capable of influencing, the decision of a reasonable person in deciding whether to engage or not

to engage in a particular transaction. However, whether a representation or promise is "material" does not depend on whether the person was actually deceived.

To act with "intent to defraud" means to act knowingly and with the intent to deceive someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity.

It is not necessary that the use of interstate wire communication facilities by the participants themselves be contemplated or that the defendant do any actual wiring or sending of material by wire, or specifically intend that interstate wire communication facilities be used. It is sufficient if interstate wire communication facilities were in fact used to carry out the scheme and the use of interstate wire communication facilities by someone was reasonably foreseeable.

Each separate use of an interstate wire communication facility in furtherance of the scheme to defraud constitutes a separate offense.

The wire fraud counts of the indictment charge that the defendant, along with other persons, devised or participated in a scheme. The Government need not prove, however, that these persons met together to formulate the scheme charged, or that there was a formal agreement among them, in order for them to be held jointly responsible for the operation of the scheme and the use of an interstate wire communication facility for the purpose of accomplishing the scheme. It is sufficient if only one person conceives the scheme and the others knowingly, voluntarily and intentionally join in and participate in some way in the operation of the scheme in order for such others to be held jointly responsible.

It is not necessary that the Government prove all of the details alleged in the indictment

concerning the precise nature and purpose of the scheme, that the material sent by interstate wire communication facilities was itself false or fraudulent, that the alleged scheme actually succeeded in defrauding anyone, or that the use of the interstate wire communication facility was intended as the specific or exclusive means of accomplishing the alleged fraud.

The term "affected a financial institution" means exposing a financial institution to a risk of loss, causing it to spend time and money to investigate the scheme, or causing it to sustain legal expenses. A financial institution need not have actually suffered a loss in order to have been affected by the scheme.

If all of these essential elements have been proved beyond a reasonable doubt as to the defendant as to any of the crimes charged under Counts 10-14, and 18, then you must find the defendant guilty of those crimes; otherwise you must find the defendant not guilty of those crimes.

Keep in mind that each count charges a separate crime. You must consider each count separately, and return a separate verdict for each count.

NO. 12

The crime of wire fraud, as charged in Counts 15-17 of the indictment, has three elements, which are:

One, the defendant voluntarily and intentionally participated in a scheme to defraud with knowledge of its fraudulent nature, or participated in a scheme to obtain money, property or property rights by means of material false representations or promises which scheme is described in Count 2 of the indictment;

Two, the defendant did so with the intent to defraud; and

Three, the defendant used, or caused to be used, interstate wire communication facilities in furtherance of, or in an attempt to carry out, some essential step in the scheme.

The phrase "scheme to defraud" includes any plan or course of action intended to deceive or cheat another out of money, property or property rights by employing material falsehoods, concealing material facts, or omitting material facts. It also means the obtaining of money or property from another by means of material false representations or promises. A scheme to defraud need not be fraudulent on its face but must include some sort of fraudulent misrepresentation or promise reasonably calculated to deceive a reasonable person.

A statement or representation is "false" when it is untrue when made or effectively conceals or omits a material fact.

A representation or promise is "material" if it has a natural tendency to influence, or is capable of influencing, the decision of a reasonable person in deciding whether to engage or not to engage in a particular transaction. However, whether a representation or promise is "material" does not depend on whether the person was actually deceived.

To act with "intent to defraud" means to act knowingly and with the intent to deceive

someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity.

It is not necessary that the use of interstate wire communication facilities by the participants themselves be contemplated or that the defendant do any actual wiring or sending of material by wire, or specifically intend that interstate wire communication facilities be used. It is sufficient if interstate wire communication facilities were in fact used to carry out the scheme and the use of interstate wire communication facilities by someone was reasonably foreseeable.

Each separate use of an interstate wire communication facility in furtherance of the scheme to defraud constitutes a separate offense.

The wire fraud counts of the indictment charge that the defendant, along with other persons, devised or participated in a scheme. The Government need not prove, however, that these persons met together to formulate the scheme charged, or that there was a formal agreement among them, in order for them to be held jointly responsible for the operation of the scheme and the use of an interstate wire communication facility for the purpose of accomplishing the scheme. It is sufficient if only one person conceives the scheme and the others knowingly, voluntarily and intentionally join in and participate in some way in the operation of the scheme in order for such others to be held jointly responsible.

It is not necessary that the Government prove all of the details alleged in the indictment concerning the precise nature and purpose of the scheme, that the material sent by interstate wire communication facilities was itself false or fraudulent, that the alleged scheme actually succeeded in defrauding anyone, or that the use of the interstate wire communication facility was

intended as the specific or exclusive means of accomplishing the alleged fraud.

If all of these essential elements have been proved beyond a reasonable doubt as to the defendant as to any of Counts 15-17, then you must find the defendant guilty of those crimes; otherwise you must find the defendant not guilty of those crimes.

Keep in mind that each count charges a separate crime. You must consider each count separately, and return a separate verdict for each count.

NO. 13

The crime of mail fraud affecting a financial institution, which is one of the crimes that the defendant is alleged to have conspired to commit in Count 1, has four elements, which are:

One, the defendant voluntarily and intentionally participated in a scheme to defraud with knowledge of its fraudulent nature, or participated in a scheme to obtain money, property or property rights by means of material false representations or promises which scheme is described in Count 2 of the indictment;

Two, the defendant did so with the intent to defraud;

Three, the defendant used, or caused to be used, the mail in furtherance of, or in an attempt to carry out, some essential step in the scheme; and

Four, the scheme affected a financial institution.

The parties have stipulated that at all times between January 1, 1992, and May 14, 2008, Allegiant Bank and Bremen Bank and Trust Company were financial institutions.

The phrase "scheme to defraud" includes any plan or course of action intended to deceive or cheat another out of money, property or property rights by employing material falsehoods, concealing material facts, or omitting material facts. It also means the obtaining of money or property from another by means of material false representations or promises. A scheme to defraud need not be fraudulent on its face but must include some sort of fraudulent misrepresentation or promise reasonably calculated to deceive a reasonable person.

A statement or representation is "false" when it is untrue when made or effectively conceals or omits a material fact.

A representation or promise is "material" if it has a natural tendency to influence, or is capable of influencing, the decision of a reasonable person in deciding whether to engage or not

to engage in a particular transaction. However, whether a representation or promise is "material" does not depend on whether the person was actually deceived.

To act with "intent to defraud" means to act knowingly and with the intent to deceive someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity.

It is not necessary that the use of the mail by the participants themselves be contemplated or that the defendant do any actual mailing or sending of material by mail, or specifically intend that the mail be used. It is sufficient if the mail was in fact used to carry out the scheme and the use of the mail by someone was reasonably foreseeable.

The count of the indictment which charges conspiracy to commit mail fraud affecting a financial institution charges that the defendant, along with other persons, conspired to devise or participate in a scheme. The Government need not prove, however, that these persons met together to formulate the scheme charged, or that there was a formal agreement among them, in order for them to be held jointly responsible for the operation of the scheme and the use of the mail for the purpose of accomplishing the scheme. It is sufficient if only one person conceives the scheme and the others knowingly, voluntarily and intentionally join in and participate in some way in the operation of the scheme in order for such others to be held jointly responsible.

It is not necessary that the Government prove all of the details alleged in the indictment concerning the precise nature and purpose of the scheme, that the material sent by the mail was itself false or fraudulent, that the alleged scheme actually succeeded in defrauding anyone, or that the use of the mail was intended as the specific or exclusive means of accomplishing the alleged

fraud.

The term "affected a financial institution" means exposing a financial institution to a risk of loss, causing it to spend time and money to investigate the scheme, or causing it to sustain legal expenses. A financial institution need not have actually suffered a loss in order to have been affected by the scheme.

NO. 14

The crime of mail fraud, which is one of the crimes that the defendant is alleged to have conspired to commit in Count 1, has three elements, which are:

One, the defendant voluntarily and intentionally participated in a scheme to defraud with knowledge of its fraudulent nature, or participated in a scheme to obtain money, property or property rights by means of material false representations or promises which scheme is described in Count 2 of the indictment;

Two, the defendant did so with the intent to defraud; and

Three, the defendant used, or caused to be used, the mail in furtherance of, or in an attempt to carry out, some essential step in the scheme.

The phrase "scheme to defraud" includes any plan or course of action intended to deceive or cheat another out of money, property or property rights by employing material falsehoods, concealing material facts, or omitting material facts. It also means the obtaining of money or property from another by means of material false representations or promises. A scheme to defraud need not be fraudulent on its face but must include some sort of fraudulent misrepresentation or promise reasonably calculated to deceive a reasonable person.

A statement or representation is "false" when it is untrue when made or effectively conceals or omits a material fact.

A representation or promise is "material" if it has a natural tendency to influence, or is capable of influencing, the decision of a reasonable person in deciding whether to engage or not to engage in a particular transaction. However, whether a representation or promise is "material" does not depend on whether the person was actually deceived.

To act with "intent to defraud" means to act knowingly and with the intent to deceive

someone for the purpose of causing some financial loss or loss of property or property rights to another or bringing about some financial gain to oneself or another to the detriment of a third party. With respect to false statements, the defendant must have known the statement was untrue when made or have made the statement with reckless indifference to its truth or falsity.

It is not necessary that the use of the mail by the participants themselves be contemplated or that the defendant do any actual mailing or sending of material by mail, or specifically intend that the mail be used. It is sufficient if the mail was in fact used to carry out the scheme and the use of the mail by someone was reasonably foreseeable.

The count of the indictment which charges conspiracy to commit mail fraud charges that the defendant, along with other persons, devised or participated in a scheme. The Government need not prove, however, that these persons met together to formulate the scheme charged, or that there was a formal agreement among them, in order for them to be held jointly responsible for the operation of the scheme and the use of the mail for the purpose of accomplishing the scheme. It is sufficient if only one person conceives the scheme and the others knowingly, voluntarily and intentionally join in and participate in some way in the operation of the scheme in order for such others to be held jointly responsible.

It is not necessary that the Government prove all of the details alleged in the indictment concerning the precise nature and purpose of the scheme, that the material sent by mail was itself false or fraudulent, that the alleged scheme actually succeeded in defrauding anyone, or that the use of the mail was intended as the specific or exclusive means of accomplishing the alleged fraud.

NO. 15

The crime of conspiracy as charged in Count 1 of the indictment, has three elements, which are:

One, two or more persons reached an agreement or came to an understanding to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud;

Two, the defendant voluntarily and intentionally joined in the agreement or understanding, either at the time it was first reached or at some later time while it was still in effect; and

Three, at the time the defendant joined in the agreement or understanding, he knew the purpose of the agreement or understanding.

If all of these essential elements have been proved beyond a reasonable doubt, then you must find defendant guilty of the crime charged under Count 1; otherwise you must find defendant not guilty of this crime under Count 1.

NO. 16

The Government must prove that the defendant reached an agreement or understanding with at least one other person. It makes no difference whether that person is named in the Indictment. You do not have to find that all of the persons charged were members of the conspiracy.

The "agreement or understanding" need not be an express or formal agreement or be in writing or cover all the details of how it is to be carried out. Nor is it necessary that the members have directly stated between themselves the details or purpose of the scheme.

You should understand that merely being present at the scene of an event, or merely acting in the same way as others or merely associating with others, does not prove that a person has joined in an agreement or understanding. A person who has no knowledge of a conspiracy but who happens to act in a way which advances some purpose of one, does not thereby become a member.

But a person may join in an agreement or understanding, as required by this element, without knowing all the details of the agreement or understanding, and without knowing who all the other members are. Further it is not necessary that a person agree to play any particular part in carrying out the agreement or understanding. A person may become a member of a conspiracy even if that person agrees to play only a minor part in the conspiracy, as long as that person has an understanding of the unlawful nature of the plan and voluntarily and intentionally joins in it.

You must decide, after considering all of the evidence, whether the conspiracy alleged in Count 1 of the Indictment existed. If you find that the alleged conspiracy did exist, you must also decide whether the defendant voluntarily and intentionally joined the conspiracy, either at the time it was first formed or at some later time while it was still in effect. In making that decision,

you must consider only evidence of the defendant's own actions and statements. You may not consider actions and pretrial statements of others, except to the extent that pretrial statements of others describe something that had been said or done by the defendant.

NO. 17

Count 1 of the indictment charges defendant and others who are not presently defendants in this case with the charge of conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud. Earlier in these instructions I defined the elements of mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud, in relation to the charges that the defendants participated in a scheme to defraud. You may use those definitions in considering whether defendant and others conspired to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud, keeping in mind that the charges in Count 1 charge a conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud, and not that mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud, were committed.

NO. 18

Count 1 of the indictment charges a conspiracy to commit five separate crimes. It is not necessary for the Government to prove a conspiracy to commit all of those crimes. It would be sufficient if the Government proves, beyond a reasonable doubt, a conspiracy to commit at least *one* of those crimes. In that event, to return a verdict of guilty, you must unanimously agree *which* of the five crimes was the subject of the conspiracy. If you are unable to unanimously agree, you cannot find the defendant guilty of conspiracy. In this case, you must decide which of the crimes of mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud, if any, defendant conspired to commit, and record your unanimous verdict on the form provided.

NO. 19

It is not necessary for the Government to prove that the conspirators actually succeeded in accomplishing their unlawful plan.

NO. 20

You may consider acts knowingly done and statements knowingly made by the defendant's co-conspirators during the existence of the conspiracy and in furtherance of it as evidence pertaining to the defendant even though they were done or made in the absence of and without the knowledge of the defendant. This includes acts done or statements made before the defendant had joined the conspiracy, for a person who knowingly, voluntarily and intentionally joins an existing conspiracy is responsible for all of the conduct of the co-conspirators from the beginning of the conspiracy.

Acts and statements of co-conspirators which are made before the conspiracy began or after it ended should not be considered by you against the defendant.

NO. 21

A member of a conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud is responsible for crimes committed by other members of the conspiracy, if the government proves each of the following elements beyond a reasonable doubt:

One, another person committed the crime of bank fraud, as set forth in Instruction No. 10; wire fraud affecting a financial institution, as set forth in Instruction No. 11; wire fraud, as set forth in Instruction No. 12; or mail fraud affecting a financial institution, as set forth in Instruction No. 13; or mail fraud, as set forth in Instruction No. 14.

Two, this other person was a member of the conspiracy at the time bank fraud, wire fraud affecting a financial institution, wire fraud, mail fraud affecting a financial institution, or mail fraud, was committed;

Three, this other person committed the crime of bank fraud, wire fraud affecting a financial institution, wire fraud, mail fraud affecting a financial institution, or mail fraud, in furtherance of the conspiracy;

Four, the commission of bank fraud, wire fraud affecting a financial institution, wire fraud, mail fraud affecting a financial institution, or mail fraud, was within the scope of the conspiracy, or was reasonably foreseeable as a necessary or natural consequence of the conspiracy; and

Five, the defendant was also a member of the conspiracy at the time the bank fraud, wire fraud affecting a financial institution, wire fraud, mail fraud affecting a financial institution, or mail fraud was committed.

If all of these essential elements have been proved beyond a reasonable doubt as to the

defendant as to any of the crimes charged under Counts 2-18, then you must find the defendant guilty of those; otherwise you must find the defendant not guilty of those.

Keep in mind that each count charges a separate crime. You must consider each count separately, and return a separate verdict for each count.

NO. 22

You may find that defendant acted knowingly for purposes of Counts 1-18 if you find beyond a reasonable doubt that defendant was aware of a high probability that he was participating in a fraudulent scheme and that he deliberately avoided learning the truth. The element of knowledge may be inferred if defendant deliberately closed his eyes to what would otherwise have been obvious to him. You may not find the defendant acted "knowingly" if you find he was merely negligent, careless or mistaken as to the fraudulent nature of the scheme.

NO. 23

Intent or knowledge may be proved like anything else. You may consider any statements made and acts done by the defendant, and all the facts and circumstances in evidence which may aid in a determination of the defendant's knowledge or intent.

You may, but are not required to, infer that a person intends the natural and probable consequences of acts knowingly done or knowingly omitted.

NO. 24

One of the issues in this case is whether the defendant acted in good faith. Good faith is a complete defense to the charges of conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud (Count 1), bank fraud (Counts 2-9), wire fraud affecting a financial institution (Counts 10-14 and 18), and wire fraud (Counts 15-17) if it is inconsistent with the defendant acting to conspire with one or more persons to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, or bank fraud under the second element of conspiracy (Count 1), intent to defraud under the second element of bank fraud (Counts 2-9), intent to defraud under the second element of wire fraud affecting a financial institution (Counts 10-14 and 18), or intent to defraud under the second element of wire fraud (Counts 15-17).

Fraudulent intent is not presumed or assumed; it is personal and not imputed. One is chargeable with his own personal intent, not the intent of some other person. Bad faith is an essential element of fraudulent intent. Good faith constitutes a complete defense to one charged with an offense of which fraudulent intent is an essential element. One who acts with honest intention is not chargeable with fraudulent intent. One who acts according to an opinion honestly held by him, or a belief honestly entertained by him, is not chargeable with fraudulent intent even though such opinion is erroneous and such belief is a mistaken belief. Evidence which establishes only that a person made a mistake in judgment or an error in management, or was careless, does not establish fraudulent intent. In order to establish fraudulent intent on the part of a person, it must be established that such person knowingly and intentionally attempted to deceive another. One who knowingly and intentionally deceives another is chargeable with fraudulent intent notwithstanding the manner and form in which the deception was attempted.

Evidence that the defendant acted in good faith may be considered by you, together with all the other evidence, in determining whether or not he acted with intent to defraud.

NO. 25

In conducting your deliberations and returning your verdict, there are certain rules you must follow. I shall list those rules for you now.

First, when you go to the jury room, you must select one of your members as your foreperson. That person will preside over your discussions and speak for you here in court.

Second, it is your duty, as jurors, to discuss this case with one another in the jury room. You should try to reach agreement if you can do so without violence to individual judgment, because a verdict - whether guilty or not guilty - must be unanimous.

Each of you must make your own conscientious decision, but only after you have considered all the evidence, discussed it fully with your fellow jurors, and listened to the views of your fellow jurors.

Do not be afraid to change your opinions if the discussion persuades you that you should. But do not come to a decision simply because other jurors think it is right, or simply to reach a verdict.

Third, if the defendant is found guilty, the sentence to be imposed is my responsibility. You may not consider punishment in any way in deciding whether the Government has proved its case beyond a reasonable doubt.

Fourth, if you need to communicate with me during your deliberations, you may send a note to me through the marshal or bailiff, signed by one or more jurors. I will respond as soon as possible either in writing or orally in open court. Remember that you should not tell anyone - including me - how your votes stand numerically.

Fifth, your verdict must be based solely on the evidence and on the law which I have given to you in my instructions. The verdict whether guilty or not guilty must be unanimous.

given to you in my instructions. The verdict whether guilty or not guilty must be unanimous. Nothing I have said or done is intended to suggest what your verdict should be - that is entirely for you to decide.

Finally, the verdict forms are simply the written notice of the decision that you reach in this case. You will take this form to the jury room, and when each of you has agreed on the verdicts, your foreperson will fill in the form, sign and date it, and advise the marshal or bailiff that you are ready to return to the courtroom.

EXHIBIT J

1 UNITED STATES OF AMERICA
EASTERN DISTRICT OF MISSOURI
2 EASTERN DIVISION

3 UNITED STATES OF AMERICA,)
)
4 Plaintiff,)
)
5 vs.) No. 4:09-CR-509 JCH
)
6 DAVID R. WULF,)
)
7 Defendant.)

8
TRANSCRIPT OF SENTENCING HEARING
9
BEFORE THE HONORABLE JEAN C. HAMILTON
10 UNITED STATES DISTRICT JUDGE

11 November 14, 2013

12
APPEARANCES:
13
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Proceedings recorded by mechanical stenography, produced by
25 computer-aided transcription.

(The following proceedings were held in open court on November 14, 2013 at 11:43 a.m.:)

THE COURT: United States versus Wulf.

MR. HOGAN: Good morning, Your Honor.

THE COURT: Good morning. United States versus David R. Wulf. Mr. Wulf is here this morning with his attorneys, Mr. Hogan and Mr. Corlija. And Mr. Birmingham is representing the government.

This matter is here for sentencing. It's my understanding there are no objections to the report?

MR. HOGAN: That's correct, Your Honor.

MR. BIRMINGHAM: That's correct.

THE COURT: Okay. For the record, the total offense level as found in the report is level 43, and the criminal history category is Category I. The Court will adopt those findings.

I have also received and reviewed a number of letters on behalf of Mr. Wulf. I've also received the memorandum filed by the defendant and the memorandum filed by the government. I've reviewed each of those.

At this time, Mr. Hogan, is there anything you would like to state on behalf of Mr. Wulf?

MR. HOGAN: I would, Your Honor.

THE COURT: Go ahead.

MR. HOGAN: Your Honor, I know the Court has read my

1 sentencing memorandum. And I know the Court is aware of the
2 case law cited therein.
3 Mr. Wulf stands here in a very different position
4 than the other defendants. I'm not here to argue what he did
5 or didn't do or come up here after someone has been found
6 guilty and say, well, we didn't do this or we didn't do that.
7 Your Honor, I stand here before the Court to tell
8 you that before the trial, the three-week trial, the
9 government recommended a sentence to Mr. Wulf of 60 months.
10 We had a *Frye* hearing. I explained it to Mr. Wulf. And I
11 explained what would happen if you lose when you go to trial.
12 Now, at the same time, Your Honor, the government's
13 sentence -- I'm a former prosecutor. I prosecuted for years
14 in St. Louis County. And when I would make recommendations
15 on felony cases, I would make those recommendations based
16 upon the facts and the evidence and the criminal history.
17 And it would be a recommendation that reflected the
18 seriousness of the offense. Now, I never worked in the U.S.
19 Attorney's Office, but that's what prosecutors do; they make
20 recommendations. They make recommendations based upon what
21 they believe a case is worth.
22 They believe -- and I'm not making this up -- this
23 is what the government requested, 60 months maximum sentence
24 for Mr. Wulf based upon his role in the conspiracy, based
25 upon what he did and crimes he committed, that's what they

1 thought the case was worth, 60 months.
2 Now, Mr. Wulf went to trial. I've had numerous
3 conversations with Mr. Birmingham, with Mr. Finneran. They
4 are requesting a Guideline sentence. So based -- Mr. Wulf's
5 role in the conspiracy was worth 60 months. Mr. Wulf
6 exercising his right to a trial in a courtroom in the United
7 States of America, well, now they think that is worth 505
8 more years. So basically sentence him to 60 months for his
9 role in the conspiracy, but give him 510 months (sic) if he
10 has the nerve to go to trial.
11 Your Honor, you've presided over many pleas. I've
12 been in this courtroom many times taking pleas. And it's not
13 lip service when a judge says, do you know what your rights
14 are, let me talk to you about those rights. And the Court
15 will sit there and they'll tell them, well, this is your
16 right to a trial and these are your rights, and you're giving
17 up them, do you understand that? And that's a very important
18 right. It's not lip service. It's your right as an American
19 citizen.
20 He exercised his right. Mr. Kessler says, oh, we
21 would have tried the case. I wish they would have. I'm not
22 going to sit here and insult the Court and say, well, we
23 would have done this or would have done -- Mr. Wulf fought,
24 okay. Mr. Wulf exercised his rights, his Sixth Amendment
25 right, his Fourteenth Amendment right. They are being

1 violated now by a sentence of -- a recommended sentence of
2 510 years. That is ridiculous. There's nothing close to a
3 sentencing disparity like this ever that I could find. And
4 I've researched this case, Your Honor, for months, I couldn't
5 find one anywhere near this.
6 Mr. Wulf has a criminal history score of zero.
7 Zero. He has never been in trouble. [redacted] He
8 raised five kids. Put all his kids through college. They
9 are all here with him. They all support him. As we know as
10 parents, and as the older we get, probably the best way to
11 judge someone's life is you look at their kids. And he has
12 great children who all support him. He's been a good
13 citizen. He's been a model citizen.
14 The government's evidence against him, which they
15 argued at trial, they asked for an instruction of willful
16 blindness. You were here for the three-week trial. We're
17 not going to go through everything again, but you know, no
18 one ever took the stand, Your Honor, and said that Mr. Wulf
19 conspired with them. The government actually argued to the
20 jury that he was willfully blind. They submitted that
21 instruction. That was their instruction, not mine. And they
22 said, he may have known about it, by not being the leader of
23 it, but he went along with it.
24 The presentence investigation, which Mr. Kessler
25 commented on what a great job they did. And Megan Rosenberg

1 prepared Mr. Wulf's. They listed an order of culpability.
2 They listed James Douglas Cassity as number one in
3 culpability as a leader and organizer. Then they listed
4 Randall Sutton and Howard Wittner as leaders and organizers.
5 And in that PSI they said my client was the third in
6 culpability, in the middle. And they said he took direction
7 from Howard Wittner, Sutton, and Cassity. That's what the
8 government, the evidence they provided to the PSI. That's
9 their case.
10 So now we have a case where he is in the middle of
11 culpability. He was not listed as a leader. He was listed
12 as an organizer. Your Honor, you know I disputed all these
13 facts as trial, but I'm just arguing now the absurdity of the
14 government's position on sentencing as my basis here for you
15 today.
16 When you're offered five years, you turn it down,
17 and you exercise your rights -- and to say that everyone else
18 accepted responsibility, it's a joke. It's a joke and it's
19 an insult to your intelligence. This case was pending since
20 '09. Two people were indicted, then the rest were indicted,
21 okay. These were last minute plea deals. Mr. Wulf went to
22 trial August 5th. Everyone accepted responsibility and
23 worked a deal out in July, Your Honor, with the exception of
24 Ms. Province who pled in June. And I'm not trying to cast
25 stones on the other defendants and their counsel, but unlike

1 many of the other defense lawyers here, I believe there was a
2 conspiracy, Your Honor. I was here for the evidence. I
3 think crimes were committed. You heard the witnesses; I
4 heard the witnesses. People were duped.
5 Mr. Wulf, as the government said, willful blindness.
6 Not exactly calling him a leader or organizer during the
7 trial, Your Honor. So that's where he sits based upon what
8 they are arguing.
9 Everyone else could have went to trial if they chose
10 to. If they were innocent, they could have exercised their
11 right, and they didn't.
12 You know, maybe I'm not a very good lawyer. Maybe I
13 should have had Mr. Wulf plead guilty too and I wouldn't be
14 here begging you not to give him 510 years in prison, and
15 then I could get up here and make up stories how he's an
16 alcoholic and that he needs RDAP and he needs everything else
17 to lessen his sentence.
18 His crime is what he was convicted of, but his
19 sentence, the sentencing range they want is because of a
20 different crime, his crime of going to trial. We are trial
21 lawyers. Prosecutors are trial lawyers. That's what real
22 lawyers do, real lawyers go into courtrooms and they try
23 cases. That's what we do. And that's not a bad thing. And
24 they said, oh, well, Mr. Hogan, I put the victims through
25 three weeks of a trial. Your Honor, Mr. Meyers, who came in

1 and testified, and as the Court knows, most people want to
2 come in and tell their stories. Most people want to come in
3 and be heard. And I don't think that's worth 505 additional
4 years for exercising your rights and having people come in
5 and having the government prove their case.
6 No one else here accepted responsibility, Your
7 Honor. I mean, think about that. A last minute plea deal,
8 oh, we accepted. I know the case has been pending for 32
9 months and 40 -- I think 46 or 48 months against others, but,
10 hey, we've accepted responsibility, we're sorry. No, they
11 worked deals out. Okay. I wasn't able to get my client to
12 work that deal out. But that doesn't mean he should get 500
13 more years than everybody else. It's absurd.
14 Your Honor, Mr. Wulf has been a good citizen in his
15 life. He got involved with NPS and here he stands today.
16 And he didn't profit. He didn't make millions of dollars.
17 You read the presentence investigative report. You saw who
18 made what, and you know what Mr. Wulf made.
19 I would ask if -- the level the government offered
20 would have put him at a Level 24. And as is customary in
21 this courthouse, people when they go trial usually get three
22 points added on for acceptance of responsibility, and usually
23 an additional two points for obstruction of justice, which
24 would put Mr. Wulf at a range of 29. That is a common custom
25 in this courthouse, and I don't object to that, that's not

1 draconian, and that's not insane. But to ask for a Guideline
2 sentence after they've investigated a case for five years and
3 thought Mr. Wulf's role was worthy of 60 months maximum, to
4 ask for 510 now is punitive, it violates his Sixth Amendment
5 and it violates his Fourteenth Amendment.
6 Your Honor, in my sentencing memorandum, you're
7 familiar with the law, it allows you to grant a sentencing
8 variance. Ms. Rosenberg listed it in paragraph -- in the
9 paragraph 127 listed a downward departure.
10 Your Honor, I ask that you grant the sentencing
11 variance. I ask that you sentence Mr. Wulf like anyone would
12 be if they went to trial. He started off as a 24 based upon
13 the government's recommendation. I believe now he should be
14 in a range of around 29, and for you to sentence him in that
15 range. I don't think he should get more than Douglas
16 Cassity. Unlike Mr. Cassity, he's never been convicted
17 before of a felony, of multiple felonies. Unlike Randall
18 Sutton, he did not -- was not the leader and organizer. He's
19 in the middle. Should he get an increased sentence for going
20 to trial? Yes. But not something that violates his rights,
21 Your Honor.
22 That's all I have to say.
23 THE COURT: Mr. Wulf, is there anything you would
24 like to state to the Court at this time?
25 THE DEFENDANT: No, Your Honor.

THE COURT: Mr. Birmingham, anything on behalf of the government?

MR. BIRMINGHAM: Your Honor, you've heard the evidence as to Mr. Wulf and you've heard the closing arguments. You know the actual arguments that the government put forward, and you actually know the story of the trust and the $150 million that should be in trusts, but because of Mr. Wulf is not.

To the extent the Court wants a recommendation, we'd be happy to offer it. But, Your Honor, the Guidelines are the Guidelines. To the extent that the Court seeks from the government a non-Guideline recommendation, our recommendation would be a sentence of 12 or more years. But the Court has not sought that recommendation, and I don't want to presume. But I offer that simply to say that that is the government's position. Thank you, Your Honor.

THE COURT: Thank you. Pursuant to the Sentencing Reform Act of 1984 and the provisions of 18 USC Section 3553(a), it is the judgment of the Court that the defendant, David R. Wulf, is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term 120 months. This term consists of a term of 120 months on each of Counts 1, 2, 5 through 17, 19, 20, and 22, the terms to be served concurrently.

Upon release from imprisonment, the defendant shall

be placed on supervised release for a term of five years. This term consists of a term of five years on each of Counts 1, 2, 5 through 16, and 22; and three years on each of Counts 17, 19, and 20, the terms to run concurrently.

Within 72 hours of release from the custody of the Bureau of Prisons, the defendant shall report in person to the probation office in the district into which he is released.

It is further ordered that pursuant to 18 USC Section 3663(a), for each of Counts 1, 2, 5 through 16, 17, 19, 20, and 22, the defendant shall make restitution in the total amount of $435,515,234 to Jo Ann Howard & Associates, PC, Attention Special Deputy Receiver, P.O. Box 160050, Austin, Texas, 78716, in the amount of $435,515,234. This obligation is joint and several with Brent Douglas Cassity, James Douglas Cassity, Sharon Nekol Province, Randall Sutton, and Howard Wittner in this case, meaning that no further payments shall be required after the sum of the amounts actually paid by all defendants has fully covered the compensable injuries. Payments of restitution shall be made to the Clerk of Court for a transfer to the victims. The interest requirement for the restitution is waived.

All criminal monetary penalties are due in full immediately. The defendant shall pay all criminal monetary penalties through the Clerk of Court. If the defendant

cannot pay in full immediately, then the defendant shall make payments under the following minimum payment schedule. The defendant shall make a lump sum payment of $100,000 within 30 days of sentencing. During incarceration, the defendant shall pay criminal monetary penalties through an installment plan in accordance with the Bureau of Prisons Inmate Responsibility Program at the rate of 50 percent of the funds available to the defendant.

If the defendant owes any criminal monetary penalties when released from incarceration, then the defendant shall make payments in monthly installments of at least $500 or no less than 10 percent of the defendant's gross earnings, whichever is greater, with payments to commence no later than 30 days after release from imprisonment. Until all criminal monetary penalties are paid in full, the defendant shall notify the Court and this district's United States Attorney's Office, Financial Litigation Unit, of any material changes in the defendant's economic circumstances that might affect the defendant's ability to pay criminal monetary penalties.

The defendant shall notify this district's United States Attorney's Office, Financial Litigation Unit, of any change of mailing or residence address that occurs while any portion of the criminal monetary penalties remains unpaid.

The defendant is ordered to participate in the

1 financial responsibility program while incarcerated if that
2 is consistent with Bureau of Prisons policies.
3 While on supervision the defendant shall comply with
4 the standard conditions adopted by this court and the
5 following additional conditions:
6 If it is determined there are costs associated with
7 any services provided, the defendant shall pay those costs
8 based on a copayment fee established by the probation office.
9 The defendant shall participate in a cognitive
10 behavioral treatment program as directed by the probation
11 office. The defendant shall provide the probation office and
12 the Financial Litigation Unit of the U.S. Attorney's Office
13 access to any requested financial information. The defendant
14 is advised that the probation office may share financial
15 information with the Financial Litigation Unit.
16 The defendant shall be prohibited from incurring new
17 credit charges or opening additional lines of credit without
18 the approval of the probation office so long as there is a
19 balance on the Court imposed financial obligation.
20 The defendant shall apply all moneys received from
21 any anticipated or unexpected financial gains, including any
22 income tax refunds, inheritances, or judgments to the
23 outstanding court ordered financial obligation. The
24 defendant shall immediately notify the probation office of
25 the receipt of any indicated moneys. The defendant shall pay

restitution as previously ordered by the Court.

The defendant shall submit his person, residence, office or vehicle to a search conducted by the probation office based upon reasonable suspicion of contraband or evidence of a violation of a condition of release. The defendant shall warn any other residents that the premises may be subject to searches pursuant to this condition.

The defendant shall not recrate, operate, manage, or participate in the creation, operation, or management of any business entity, including a family business, without the written permission of the probation office. The defendant shall not be self-employed or be employed as a consultant without the written permission of the probation office.

Based on the low risk the defendant poses for future substance abuse, the Court suspends the mandatory statutory drug testing requirements.

The Court finds the defendant does not have the ability to pay a fine.

It is further ordered that the defendant shall pay to the United States a special assessment of $100 on each of Count 1, 2, 5 through 17, 19, 20, and 22, for a total of $1,800, which shall be due immediately.

A variance to a non-Guideline sentence of 120 months is ordered in order to avoid a sentencing disparity with the defendant's codefendants in this case. As such, in light of

1 the advisory Guidelines range and the provisions of 18 USC
2 Section 3553(a), based upon the serious nature of the instant
3 offense, which involved a conspiracy to commit mail fraud,
4 bank fraud, and wire fraud, which affected financial
5 institutions resulting in losses to the victims in the amount
6 $435,515,234, and in consideration of the defendant's lack of
7 criminal history, an aggregate sentence of 120 months
8 imprisonment, which represents a variance from the low end of
9 the Guideline range, followed by a five-year term of
10 supervised release and payment of full restitution, would
11 seem to address the sentencing objectives of just punishment,
12 general deterrence, and incapacitation.
13 The maximum term of supervised release is ordered in
14 view of the substantial amount of restitution.
15 Upon release to the community, the defendant will
16 need close monitoring, therefore, the standard conditions of
17 supervision are ordered. Based upon the low risk the
18 defendant poses for future substance abuse, the Court
19 suspends the mandatory statutory drug testing requirements.
20 Further, as the offense involved fraud and substantial losses
21 to victims, a search condition is imposed to ensure
22 compliance with the law.
23 Based upon the defendant's current counseling
24 treatment, a special condition for participation in a mental
25 health program is ordered. It is also ordered that the

1 defendant participate in the financial responsibility program
2 at a rate determined by the Bureau of Prisons' staff in
3 accordance with the requirements of the Inmate Responsibility
4 Program.
5 Based upon the mandatory restitution, the Court
6 orders the special conditions regarding financial disclosure,
7 credit restrictions, and financial gains. Further, the
8 defendant is to pay restitution as previously ordered by the
9 Court.
10 As the defendant has not accepted responsibility for
11 his actions, a special condition for cognitive behavioral
12 therapy is ordered. As the offense involved the defendant's
13 lack of oversight of a business, it is ordered that he be
14 barred from owning or managing a business and barred from
15 self-employment. Since it does not appear the defendant has
16 the present ability to pay a fine in addition to restitution,
17 no fine is imposed.
18 Is there anything further at this time?
19 MR. HOGAN: Your Honor, I would ask that Mr. Wulf be
20 placed in a minimum security institution as close to St.
21 Louis as possible. I know that's a decision for the Bureau
22 of Prisons, but I'd ask the Court make that recommendation.
23 THE COURT: I will make that recommendation.
24 MR. HOGAN: And, Your Honor, I spoke to
25 Mr. Birmingham, and he agreed to self surrender for Mr. Wulf.

And as Mr. Rosenblum stated, after the holidays. We would ask for the same leeway from the Court, Your Honor.

THE COURT: And I would be happy to allow that.

MR. HOGAN: Thank you, Your Honor.

THE COURT: Mr. Wulf, you'll be on your present conditions of bond until you report to the Bureau of Prisons.

THE DEFENDANT: Yes, ma'am.

MR. BIRMINGHAM: Your Honor, we would ask that the Court pronounce forfeiture as to Mr. Wulf.

THE COURT: And the forfeiture, which I signed this morning, will and does apply to this case.

MR. BIRMINGHAM: Thank you, Your Honor.

THE COURT: Thank you.

MR. HOGAN: Thank you, Your Honor.

(Court in recess at 12:02 p.m.)

1 C E R T I F I C A T E

2 I, Susan R. Moran, Registered Merit Reporter, in
3 and for the United States District Court for the Eastern
4 District of Missouri, do hereby certify that I was present
5 at and reported in machine shorthand the proceedings in the
6 above-mentioned court; and that the foregoing transcript is
7 a true, correct, and complete transcript of my stenographic
8 notes.

9 I further certify that I am not attorney for, nor
10 employed by, nor related to any of the parties or attorneys
11 in this action, nor financially interested in the action.

12 I further certify that this transcript contains
13 pages 1 - 18 and that this reporter takes no responsibility
14 for missing or damaged pages of this transcript when same
15 transcript is copied by any party other than this reporter.

16 IN WITNESS WHEREOF, I have hereunto set my hand
17 at St. Louis, Missouri, this 17th day of December, 2013.

18

19 _____

20 /s/ Susan R. Moran
Registered Merit Reporter

21

22

23

24

25

EXHIBIT K

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

ADMINISTRATIVE PROCEEDINGS RULINGS
Release No. 2590/April 27, 2015

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of DAVID R. WULF	ORDER DENYING WITHOUT PREJUDICE THE DIVISION'S MOTION FOR SUMMARY DISPOSITION

The Securities and Exchange Commission instituted this proceeding in February 2015, when it issued an Order Instituting Administrative Proceedings (OIP) against David R. Wulf, under Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940. Among other things, the OIP alleged that in 2013, a jury found Mr. Wulf "guilty of eighteen counts of mail fraud, wire fraud, conspiracy to commit mail fraud affecting a financial institution, and conspiracy to commit wire fraud affecting a financial institution in violation of 18 U.S.C. §§ 1343, 1344, and 1349." OIP at 2.

I held a telephonic prehearing conference on March 10, 2015, during which I set a schedule for filing motions for summary disposition. *David R. Wulf*, Admin. Proc. Rulings Release No. 2396, 2015 SEC LEXIS 893. The Division of Enforcement moved for summary disposition on April 7, 2015.[1] In its memorandum of law in support of the motion, the Division relies extensively on the allegations listed in Mr. Wulf's second superseding indictment. *See* Memorandum at 2 & n.1, 5, 7.

Although a guilty plea constitutes an admission of the facts alleged in an indictment, *see United States v. Broce*, 488 U.S. 563, 569-70 (1989), *United States v. Vong*, 171 F.3d 648, 654 (8th Cir. 1999), a general jury verdict of guilt establishes only those "issues which were essential to the verdict," *Emich Motors Corp. v. Gen. Motors Corp.*, 340 U.S. 558, 569 (1951). Consistent with the foregoing, the Commission has held that a jury verdict does not establish the facts alleged in an indictment. *Gary L. McDuff*, Exchange Act Release No. 74803, 2015 WL 1873119, at *3 (Apr. 23, 2015).

Given the degree to which to Division relies on Mr. Wulf's second superseding indictment, the Division's motion for summary disposition is DENIED without prejudice to renewal by May 11, 2015. If the Division renews its motion, it may supplement its motion with

[1] Under the March 10, 2015 schedule, Mr. Wulf's opposition to the Division's motion is currently due May 5, 2015. *David R. Wulf*, 2015 SEC LEXIS 893.

additional evidence, including the transcript of Mr. Wulf's sentencing hearing and the district court's explanation for the sentence it imposed. The deadline for Mr. Wulf to file an opposition to the Division's motion is extended to May 26, 2015. If Mr. Wulf files an opposition, the Division may file a reply by June 8, 2015.

In the event the Division foregoes the opportunity to renew its motion, a hearing will be held in this matter on June 8, 2015, in Washington, D.C.

_____

James E. Grimes
Administrative Law Judge

EXHIBIT L

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

ADMINISTRATIVE PROCEEDINGS RULINGS
Release No. 2630/May 5, 2015

ADMINISTRATIVE PROCEEDING
File No. 3-16374

In the Matter of DAVID R. WULF	ORDER GRANTING EXTENSION

On February 4, 2015, the Securities and Exchange Commission issued an Order Instituting Administrative Proceedings against David R. Wulf, pursuant to Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940. The Division filed its Motion for Summary Disposition on April 7, 2015, which I denied without prejudice on April 27, 2015. *David R. Wulf*, Admin. Proc. Rulings Release No. 2590, 2015 SEC LEXIS 1586.

Today, this Office received the Division of Enforcement's Motion for an Extension to File a Renewed Motion for Summary Disposition. The Motion requests an extension to file a renewed motion for summary disposition on or before May 27, 2015. Motion at 2-3. In support of the request, the Motion states that Division counsel have previously scheduled travel for testimonies and depositions during this week and the Division needs additional time to adequately review a voluminous docket and nearly three week trial transcript to provide the requested additional evidence. *Id.* at 2; *see David R. Wulf*, 2015 SEC LEXIS 1586, at *3. The Division's Motion is GRANTED and the following schedule for a renewed motion for summary disposition is ORDERED:

May 27, 2015:	Renewed motion for summary disposition is due;
June 10, 2015:	Opposition is due; and
June 18, 2015:	Reply, if any, is due.

James E. Grimes
Administrative Law Judge

EXHIBIT M

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 1**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud as charged in Count 1 of the Indictment.

If you find the defendant "guilty," you must answer the following:

Which of the following offenses do you unanimously find the defendant conspired to commit?

✓ Mail fraud affecting a financial institution

✓ Mail fraud

✓ Wire fraud affecting a financial institution

✓ Wire fraud

✓ Bank fraud

REDACTED

DATE 08/22/13

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 2**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 2 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 3**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 3 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 4**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 4 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 5**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 5 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 6**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 6 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 7**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 7 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 8**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 8 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 9**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 9 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 10**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 10 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 11**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 11 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 12**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 12 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 13**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 13 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 14**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 14 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 15**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 15 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 16**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 16 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 17**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 17 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 18**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 18 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 1**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of conspiracy to commit mail fraud affecting a financial institution, mail fraud, wire fraud affecting a financial institution, wire fraud, and bank fraud as charged in Count 1 of the Indictment.

If you find the defendant "guilty," you must answer the following:

Which of the following offenses do you unanimously find the defendant conspired to commit?

✓ Mail fraud affecting a financial institution

✓ Mail fraud

✓ Wire fraud affecting a financial institution

✓ Wire fraud

✓ Bank fraud

REDACTED

DATE 08/22/13

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 2**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 2 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 3**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 3 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 4**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 4 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 5**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 5 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 6**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 6 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 7**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 7 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 8**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 8 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 9**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of bank fraud as charged in Count 9 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 10**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 10 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 11**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 11 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 12**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 12 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 13**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 13 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 14**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 14 of the Indictment.

REDACTED

DATE 08/22/13

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 15**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 15 of the Indictment.

REDACTED

[redacted]

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 16**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 16 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 17**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud as charged in Count 17 of the Indictment.

REDACTED

08/22/13
DATE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. S2 4:09CR00509 JCH
vs.	)	
	)	**VERDICT FORM - COUNT 18**
DAVID R. WULF,	)	
	)	
Defendant.	)	

We, the jury, find the defendant, **DAVID R. WULF**, guilty
(guilty/not guilty)

of the crime of wire fraud affecting a financial institution as charged in Count 18 of the Indictment.

REDACTED

08/22/13
DATE

EXHIBIT N

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. S2-4:09-CR-509(JCH)
	)	
DAVID R. WULF,	)	
	)	
Defendant.	)	

TRIAL PROCEEDINGS -- VOLUME XII

BEFORE THE HONORABLE JEAN C. HAMILTON
UNITED STATES DISTRICT JUDGE

AUGUST 21, 2013

APPEARANCES:

FOR PLAINTIFF: CHARLES S. BIRMINGHAM
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1 (PROCEEDINGS BEGAN AT 9:00 AM.)
2 (The following proceedings were held outside the
3 hearing and presence of the Jury:)
4 THE COURT: Please be seated.
5 Let the record reflect the Jury is not in the
6 courtroom. Good morning.
7 Mr. Finneran?
8 MR. FINNERAN: Good morning, Your Honor. We just
9 have a few housekeeping matters --
10 THE COURT: Sure.
11 MR. FINNERAN: -- to deal with this morning before
12 the Government rests its case.
13 First, yesterday during Mr. Ardrey's examination, we
14 had to correct one of the summaries. That was Government
15 Exhibit 38. We'd like to move to replace the corrected
16 summary for the previous one. It's Government 38.
17 THE COURT: Exhibit 38, okay.
18 MR. FINNERAN: Yes. And, similarly, with Exhibit 44,
19 the version that was on the screen had a bunch of hash signs
20 instead of a total. Mr. Ardrey read the total in. We've
21 corrected that as well. So we'd also like to substitute
22 Government 44, please.
23 THE COURT: Okay. Those are admitted.
24 MR. FINNERAN: Finally, we had a discussion about
25 this yesterday with the original whited-out Illinois

1 applications. Those were already part of the SDR records,
2 Exhibit 5830, but we've made them a -- the original ones a
3 separate exhibit, 5832.
4 THE COURT: Okay.
5 MR. FINNERAN: And we move for the admission of that.
6 THE COURT: Okay. I'm sorry. What's the number of
7 those?
8 MR. FINNERAN: 5832.
9 THE COURT: 5832. And that's -- Those are admitted.
10 MR. FINNERAN: With regard to the jury instructions,
11 Your Honor, I understand that Mr. Hogan's reviewed our
12 proposed instructions. The Government has only one change
13 from what we gave you yesterday to add. And we can present
14 that to you later today, if you like.
15 THE COURT: Yeah.
16 MR. FINNERAN: As far as filing -- Yesterday, you
17 said something about filing them or not filing them. We would
18 ordinarily file a proposed version.
19 THE COURT: Right, but I think the cover letter was
20 the one you didn't want to put in because --
21 MR. FINNERAN: Yes.
22 THE COURT: -- it indicated there was some kind of
23 agreement. Yeah.
24 MR. FINNERAN: Over the break, Your Honor, what we'll
25 do is we'll file both the proposed instructions, --

1 THE COURT: Okay.
2 MR. FINNERAN: -- the proposed verdict forms. And
3 then as far as Mr. Hogan's good faith instruction, I think
4 Mr. Muchnick is going to have some discussion with the
5 Court --
6 THE COURT: Okay.
7 MR. FINNERAN: -- during the conference about that.
8 The only other thing is that there are a series of
9 stipulations the parties have entered into. Many of those
10 have been read into the record. Some have not because they
11 don't really concern evidentiary matters. We've marked the
12 second and fourth stipulations as Exhibits 1 and 2.
13 THE COURT: Okay.
14 MR. FINNERAN: And so we'd ask those to be included
15 in the admitted exhibits as well.
16 THE COURT: Okay.
17 MR. FINNERAN: The first and third stipulations we're
18 not using as exhibits, so we'll just file those with the
19 Court.
20 THE COURT: Okay. So those two exhibits are
21 admitted, 1 and 2.
22 MR. FINNERAN: And I think Mr. Birmingham may have
23 some other matters.
24 THE COURT: Okay. Mr. Birmingham?
25 MR. BIRMINGHAM: Good morning, Your Honor.

1 THE COURT: Good morning.
2 MR. BIRMINGHAM: Following up from yesterday in terms
3 of closing argument, the Government would ask for a total of
4 two hours with 30 minutes reserved for rebuttal.
5 THE COURT: Okay. And, Mr. Hogan, is that agreeable
6 to you?
7 MR. HOGAN: Yes, Your Honor.
8 THE COURT: Okay. We'll figure out -- When we talk
9 later, we'll figure out how to --
10 MR. BIRMINGHAM: I just wanted to get back to the
11 Court.
12 THE COURT: -- how to handle that in terms of taking
13 a break and at what point.
14 MR. BIRMINGHAM: And one other issue, just in terms
15 of -- There's 18 counts. All but one involve an individual
16 wire. What the -- What I'm proposing, Judge, is a -- is a
17 separate Government exhibit, something along the lines of 1-A,
18 1-B, 1-C, to make it easier for the Jury, accessible, instead
19 of going through 5000. I won't mention it until my closing
20 argument, but if you're looking for Government's Exhibit --
21 and it would be one -- one spot where they can actually look
22 at the wire that references the Count.
23 THE COURT: Okay.
24 MR. BIRMINGHAM: So it would be a one-page document
25 as to each Count. Before the close of evidence, we -- we

1 would move for the admission of that. And, obviously, I would
2 show it to Mr. Hogan beforehand. But it would be essentially
3 what they've seen, but because of the way evidence comes in,
4 you know, one wire may be in Exhibit 4000. One may be in
5 Exhibit 6000, and I think from an access or making it easier
6 for the Jury to find a particular exhibit in reference to both
7 the arguments and closing and to utilize the jury
8 instructions, we would -- we would ask leave to do that.
9 THE COURT: Well, why don't we talk about that later
10 on and get everybody's, you know -- do that.
11 MR. BIRMINGHAM: Thank you.
12 THE COURT: We'll defer any conversation on that.
13 Mr. Hogan, did you have anything? Any comments on
14 what they just addressed?
15 MR. HOGAN: No, Your Honor.
16 THE COURT: Okay. Okay.
17 Okay. Anything else to take up before we bring the
18 Jury in?
19 MR. BIRMINGHAM: No, Your Honor.
20 THE COURT: Okay. Why don't we go ahead and bring
21 the Jury in.
22 Do you want to formally close when the Jury comes in?
23 MR. BIRMINGHAM: Please, Your Honor.
24 THE COURT: Okay.
25 (Jury seated by the Clerk.)

1 THE COURT: Please be seated. Good morning.
2 Mr. Birmingham?
3 MR. BIRMINGHAM: Thank you, Your Honor.
4 Your Honor, that concludes the Government's evidence
5 in its case in chief. The Government rests.
6 THE COURT: Okay. Mr. Hogan?
7 MR. HOGAN: Thank you, Your Honor.
8 Your Honor, the Defense calls David Wulf.
9 THE COURT: Mr. Wulf, you want to step up and be
10 sworn?
11 **DAVID RICHARD WULF**,
12 HAVING BEEN FIRST DULY SWORN, WAS EXAMINED AND TESTIFIED AS
13 FOLLOWS:
14 DIRECT EXAMINATION
15 QUESTIONS BY MR. HOGAN:
16 Q Good morning, sir.
17 A Good morning.
18 Q Would you, please, state your name for the Jury?
19 A David Richard Wulf.
20 Q Mr. Wulf, where are you employed?
21 A I'm employed at Wulf, Bates & Murphy in St. Louis,
22 Missouri. I'm also employed by Maloney Securities in various
23 capacities as a Registered Representative, Registered
24 Principal of Securities.
25 Q David, would you, please, speak into the microphone so

1 the court reporter can hear you?
2 A Sure.
3 Q Now do you live in St. Louis?
4 A I do.
5 Q What's your family situation?
6 A I have [redacted] children.
7 Q You a little emotional today, sir?
8 A Yes.
9 Q Okay. If you need a break, let me know. Okay? We will
10 do that.
11 A I have [redacted] children, [redacted] grandchildren; [redacted] daughters.
12 Q Let me ask you about your education history. What's your
13 educational history?
14 A I have a Bachelor of Science with a double major in
15 Economics & Finance and Business Management.
16 Q Tell the Jury about your employment history.
17 A When I graduated in 1975 from Southeast Missouri State
18 University, I went to work for a company called "Beatrice
19 Foods" which I had been employed with in the summer.
20 (Glass of water handed to the witness.)
21 A Thank you. Summer jobs when I was going to college.
22 Then I worked for Beatrice Foods for about a year and a half.
23 I was Safety & Quality Control Manager actually for Switzer
24 Liquorice.
25 Q What is your financial background in the employment

1 industry?
2 A I started -- After a year and a half for them, I worked
3 for Connecticut General which is a life insurance company.
4 Q What did you do there?
5 A I was an Agent. And then in 1978 or '9, I went and
6 worked with Merrill Lynch, Pierce, Fenner & Smith for about
7 four years as an Account --
8 Q What did you do there?
9 A -- as an Account Executive.
10 Q Explain what that would be.
11 A It was buying and selling securities for customers.
12 Then I worked four more years after Merrill Lynch
13 with a company called "Shearson Lehman Brothers" which did
14 pretty much the same thing as Merrill Lynch. I bought and
15 sold securities for customers, on behalf of customers.
16 And then in 1986 we started Wulf, Bates & Murphy,
17 Inc., a Registered Investment Advisory, and it's still in
18 business today.
19 Q Do you hold any professional licenses, sir?
20 A Yes, sir, I do.
21 Q Tell the Jury what licenses you hold.
22 A I'm a Registered Representative which is the basic
23 license for a broker.
24 Q Who is that through when you say "I'm a"?
25 A It's with Maloney Securities. I'm a Registered Principal

1 with Maloney Securities. I'm a Registered Financial and
2 Operational Principal. I'm a Registered Option Principal. I
3 was a Registered Insurance Agent, and I'm also a Registered
4 Investment Advisor Representative. And those are the only
5 ones I can remember at the moment.
6 Q Who are you registered through? In other words, Maloney
7 isn't a governing body. They're a business. Who are you
8 licensed through?
9 A The FINRA which is the Financial Industry Regulatory
10 Authority. That's who essentially reviews my license. And in
11 the case of Wulf, Bates & Murphy, my license is -- is looked
12 over by the Securities and Exchange Commission, and the State
13 Securities Board.
14 Q Would that be what's known as the "SEC"?
15 A Yes, sir, it would be.
16 Q Okay. Not the "Southeastern Conference." It's the
17 "Securities and Exchange Commission," correct?
18 A Yes.
19 Q Now do you still hold all those licenses today?
20 A I do.
21 Q Have you ever lost your license?
22 A I have never lost any professional licenses. Wulf, Bates
23 & Murphy was unregistered for a period of two weeks.
24 Q When was that, sir?
25 A In 2012.

Q Your employment with NPS ended in what year?
A 2008.
Q So fast-forward to 2012. What happened that the license was lost for two weeks?
A Wulf, Bates & Murphy, the Investment Advisory, has to essentially be either registered with the Federal Government or the State Government. It depends on how many assets you have under management. We moved from federal to state level. And at the time my business partner, and he is the Compliance Officer, went into the hospital right at the time of our change.
Q David, explain to the Jury: What is a "Compliance Officer"? What does he do?
A He makes sure that we're in compliance with all the various federal and securities laws, but he also is the one that -- that files our reports with these various agencies. And for whatever reason, he went into the hospital right when we were getting ready to file, and he ended up having to stay in the hospital for three weeks -- three months, which is a long stay. During that period, I had to cover for him, and we essentially missed the deadline by about 12 hours.
Q What was the license you have to have? Was it a number something? Was it 65?
A It is a 65, and it's the Investment Advisor Law Exam. And you have to have somebody that's licensed as a Series 65.

1 And we did not know that we had to have a Series 65 person
2 because we thought we were grandfathered in because we had
3 been doing this for so long, and they changed the laws.
4 Q So did you -- What did you do to correct the situation?
5 A We immediately -- I immediately studied for the test and
6 took the test. And I took the test and passed the test within
7 12 hours of when our deadline expired. It's a very difficult
8 test, but I missed it by 12 hours.
9 Q And was the license given back two weeks later?
10 A Yes.
11 Q Now did this loss -- two-week loss of license have
12 anything to do with what we've heard about the last three
13 weeks in court?
14 A No, sir.
15 Q Now when is it that you first became employed with NPS?
16 When I say "employed," when did you start doing
17 business with NPS as a Financial Investment Advisor?
18 A We started doing business with NPS when I was at Merrill
19 Lynch. That's how I met NPS.
20 Q What year was that around? Do you know?
21 A It was around 1982.
22 Q How did you meet them there?
23 A It was -- Merrill Lynch used to have a thing called
24 "Walk-In Man of the Day." So people that would want to open a
25 brokerage account would just walk in the door, and then they

1 would assign the person arbitrarily. And I was assigned, you
2 know, when they walked in the door with -- with NPS.
3 Q Who did you deal with specifically in the beginning?
4 A I dealt with Randy Sutton --
5 Q Okay.
6 A -- all the time.
7 Q Now explain to the Jury what happened when you left
8 Merrill Lynch and started your own company.
9 A Well, when I left Merrill Lynch, I went to Shearson
10 Lehman Brothers, and NPS followed me. They came -- They
11 brought their account, but it wasn't an advisory account. It
12 was a brokerage account where they would just buy and sell
13 stocks. They followed me to Shearson Lehman. And we started
14 the company, my partner and I, in 1986.
15 Q Who was your partner?
16 A My partner is Charles Bates, III.
17 Q Does he go by "Tripp"?
18 A He goes by Tripp, yes, sir.
19 Q Okay. And the two of you started it when?
20 A 1986.
21 Q Okay. And when did -- Was NPS -- Explain to them -- And
22 when you started in 1986, were you doing business for NPS at
23 the time?
24 A We were not doing advisory business until we got our
25 license, which was late 1986, but initially, no. We did not

have an advisory relationship with NPS. It took maybe two years, if I'm not mistaken.

Q So around ---

A It's a long time ago.

Q So around 1988 you became an Advisor to NPS?

A Yes, sir.

Q Okay. Now tell the Jury: In your duties -- Well, in addition to NPS, what other entities or companies -- You saw the octopus chart and all those things, correct?

A Yes, sir.

Q Explain to the Jury: What companies did you do work for other than NPS?

A We did business with Lincoln Memorial Life Insurance Company which sounds an awful lot like Lincoln Memorial Services. We did business with Memorial Service Life, and we ended up doing business with approximately eight insurance companies and approximately 11 of NPS accounts.

Q How many total accounts did you manage or were you in charge of or play a role with?

A We played a role in perhaps 19 accounts, and some were very small and very inactive, and some were very big and very active.

Q What were the biggest accounts?

A Lincoln Memorial Insurance Company and Memorial Service Life and what I would call ancillary companies that were

1 related to Lincoln Memorial; that were related to them because
2 they would enter into these reinsurance agreements with these
3 other life insurance companies.
4 Q Now, Mr. Wulf, when you say you worked -- were doing work
5 for the insurance company, what was your job? What were you
6 supposed to do?
7 A We managed a very large portfolio of bonds. Bonds
8 essentially are the life blood of a -- of an insurance
9 company. There's all kinds of regulations as to what kind of
10 bonds and the interest rates that they pay. And -- And, you
11 know, it was very, very, very complex and very time-consuming.
12 Q How much of your time was spent -- If you had to give
13 percentages, what -- what percentage of your time was spent on
14 bond portfolios for the insurance companies?
15 A Well, it would be a guess, but I would say 90 plus
16 percent of our time.
17 Q What was the other ten percent spent doing?
18 A Well, we had perhaps five to ten percent of other -- We
19 had other clients, and we have stock and bond clients. And
20 then, of course, we had the NPS Trust IV which was less than
21 five percent of our time.
22 Q Okay. Now, Mr. Wulf, you sat here through the evidence,
23 correct?
24 A Yes, sir, I did.
25 Q I mean we mainly discussed Trust No. IV, correct?

A Yes, sir, we have.
Q What was your fee schedule like for Trust IV?
A NPS had 11 different accounts that we watched over and managed. They had 11; not the insurance accounts, just the NPS accounts which were completely different. Trust IV was one of those 11 accounts. For all 11 accounts together, we charged $3,750 per quarter.
Q That comes out to $15,000 a year?
A Yes, sir, it does --
Q Please continue.
A -- which is on the chart. That was the blue part on the chart.
Q So, Mr. Wulf, let me ask you a question. When the chart showed Trust IV: $15,000, do you know ---
MR. HOGAN: Can we bring up the chart? I believe it's 30 -- Beau, would you bring up Exhibit 39, Page 2? Okay. Let's go back to the first page.
Q (By Mr. Hogan) Now look up at the top, sir, where it says "Trust IV Management Fees." Look in 2002. What does it say?
A That's incorrect.
Q Well, what does it say, first, sir?
A Oh, I'm sorry. It says, "Trust IV Management Fees."
Q And what does it say? What amount are they saying you received?

A $15,000 a year.
Q Okay. Does that mention the other 10 trusts you managed?
A It does not.
Q Okay.
MR. HOGAN: Thank you, Beau.
Q (By Mr. Hogan) What was your per-month fee for Trust IV?
A About $120.
Q Now I believe ---
MR. HOGAN: Beau, would you bring up Page or Exhibit 39 again?
Q (By Mr. Hogan) I'm going to ask you about your fee schedule, Mr. Wulf.
A Yes, sir.
MR. HOGAN: Would you go to Page 2? Then 3. That's the one right there. Thank you.
Q (By Mr. Hogan) Okay. What is the top -- The top line has a number on it. Okay? It's, of course, in dollars. Does that say $200,000?
A Yes, sir.
Q Okay. So -- And this is 11 years' worth of payment history for Wulf, Bates & Murphy, correct?
A Yes, sir.
Q Okay. And so how many times did your company make over $200,000 in one year --
A I ---

Q -- as evidenced by the chart?
A As evidenced by the chart, one time.
Q Okay. Now is this a nonprofit or do you actually pay taxes?
A We pay taxes.
Q Do you pay overhead?
A Yes, sir, we do.
Q Is this -- all this money yours or do you split it with other people?
A We had four employees at one time.
Q Okay. So there were years, it looks like from the chart, where you made under 100,000. There are years where you made between 150 to 200,000 or other years between 100 and 150,000. So it varied, the amounts, correct?
A Yes, sir, it did. It varied on the amount of assets under management for the most part.
Q And so once you made over $200,000, correct?
A That's what the chart says.
Q Now you heard some of the other witnesses that testified here throughout the case, correct?
A Yes, sir.
Q Did you ever make over a million dollars in one year, like Roxanne Schnieders?
A No, sir.
Q Okay. And when they talk about commissions, I want to be

1 clear. Did you earn commissions?
2 A We did earn commissions on certain items, yes.
3 Q Okay. Did you earn commission from sales of any NPS
4 contracts?
5 A No.
6 Q Did you earn commissions for the sales of any insurance
7 contracts?
8 A No.
9 Q What did you -- Did you have anything to do with selling
10 NPS contracts?
11 A I had nothing to do with selling NPS contracts
12 whatsoever.
13 Q When people paid money to NPS, were you the one who
14 collected money and put it into Trust IV?
15 A No.
16 Q Okay. Who collected money, as far as you know, and put
17 it into Trust IV?
18 A NPS collected money and put it into Trust IV.
19 Q So when did your -- What did you know about Trust IV?
20 A What I knew about Trust IV, are we talking about money
21 into the trust?
22 Q Yeah. What did you know about -- Did you know where the
23 money comes from?
24 A No.
25 Q What -- What was their business?

1 A Their business was selling preneed funeral contracts.
2 Q Okay. So how -- What did you believe the monies were
3 coming from?
4 A Preneed funeral contracts.
5 Q Did you know the specifics of that?
6 A No.
7 Q Okay. So you knew about the money when it was in Trust
8 IV.
9 A Yes, sir.
10 Q Okay. And when it comes to -- We heard a lot about
11 policy loans. Do you remember?
12 A Yes.
13 Q And policy loans, did you request that they take policy
14 loans?
15 A I don't think I originally requested the policy loans,
16 but I was okay with the policy loans. And the reason that I
17 was okay with the policy loans -- Well, we're jumping quite --
18 quite a ways from managing bond portfolios, but the reason
19 that I allowed and I said that the policy loans could be used
20 was because NPS kept 125 percent of what their required assets
21 were in the trust. So it seemed to me that policy loans
22 against a portion of the monies in which they were buying
23 insurance contracts could make sense.
24 Q Mr. Wulf, you've explained what you did for the bond
25 companies. Was that like -- Do you remember the testimony of

1 -- One second, sir. I apologize.
2 We heard testimony from Richard Caspermeyer who
3 worked for Country Club Trust, and then that was followed by
4 Joseph Sweeney for Country Club Trust. Do you remember that
5 witness?
6 A Yes, sir, I do.
7 Q That witness was showing charts of municipal bond funds
8 and how much money they earned and what investments he made,
9 correct?
10 A Yes, sir.
11 Q Tell the Jury how close to what he did is what you did?
12 A We did exactly what he did with the exception of the
13 bonds that we used in the life insurance companies were not
14 municipal bonds.
15 Q What were your bonds?
16 A Our bonds were government bonds, United States Government
17 bonds; mostly mortgages.
18 Q Now what's the difference between a municipal bond and a
19 government bond? I mean the municipality is the Government
20 itself, correct?
21 A Yes.
22 Q Explain the difference to us.
23 A The difference between a municipal bond -- There's a lot
24 of differences. But one difference, the big difference
25 between a municipal bond and a government bond is that a

1 municipal bond is not taxed from a federal standpoint. So if
2 you make, for example, five percent on a municipal bond, you
3 get to keep the full five percent. There's no tax on it
4 typically.
5 Q What about a federal bond?
6 A Federal bonds are slightly different in that they are not
7 taxed on the state level but they are taxed on the federal
8 level. So ---
9 Q Now, Mr. Wulf, why would someone then invest in a federal
10 bond and not a municipal bond?
11 A Because they were not interested in the -- in the tax
12 deferment or the tax-free aspect of the bond. Insurance
13 companies could buy municipal bonds, but usually you would
14 make more money -- The normal relationship is government bonds
15 pay more than municipal bonds, plus life insurance regulations
16 are such that there are many, many, many guidelines on what
17 you can and cannot do with a bond portfolio. If you stay
18 within the realm of government bonds, if you stay in that
19 area, you're golden. They -- They count all of them as assets
20 to the life insurance company.
21 Q And what's that you did for -- Explain the names of the
22 companies again.
23 A Lincoln Memorial, Memorial Service, Lincoln IAC, Lincoln
24 World, Lincoln Statesman, all the reinsurance companies, all
25 the, you know -- and the portfolios. I don't want to jump to

1 fees and such, but the portfolios were in the hundreds of
2 millions of dollars.
3 Q And when you say portfolios in the hundreds of millions,
4 what does -- what does that mean?
5 A Oh, I'm sorry. In other words, how much money we
6 managed.
7 Q How much money did you manage for the insurance
8 companies?
9 A The high water mark was probably 150 million dollars.
10 Q And you charged a percentage of the 150 million dollars
11 as your fee?
12 A Yes, sir, we did.
13 Q Okay. Now that's what you did for the insurance
14 companies. What -- What did you do and what was your
15 understanding of what you were supposed to do for Trust IV?
16 A Trust IV was a very odd trust.
17 Q "Odd" how?
18 A We call it -- We'll call it the "duck bill platypus
19 trust" because it wasn't a mammal and it wasn't a bird. It
20 was a very strange trust.
21 Q Did you ever manage a preneed trust like Trust IV before
22 you started doing work for NPS?
23 A There -- To the best of my knowledge, there -- there is
24 and were not any other trusts like Trust IV in Missouri. Now
25 when I say that, I mean funded by life insurance. There are

1 other preneed trusts that rolled into this trust, which we'll
2 get into, I'm sure. But relative to the way in which NPS
3 operated and the preneed Trust IV operated, it was unique in
4 Missouri. And for that matter, it was unique in the
5 United States because no other preneed trusts, out-state
6 Missouri, operate exactly the same way as Trust IV.
7 Q How did Trust IV operate? What was your understanding of
8 it?
9 A Well, Trust IV operated a lot of different shades of
10 gray, but the Missouri law that -- So everybody knows here, I
11 mean there's lawyers all over, and I am not a lawyer. I'm a
12 securities guy. But what my understanding was and is was that
13 it started with operating under the Missouri Law Section 436
14 which basically -- I think you probably already heard all this
15 by now, and that was the main thing that it operated under,
16 but there was many, many contradictions in my opinion.
17 Q Now, Mr. Wulf, Trust IV, was there a bunch of -- You
18 talked about you had a bunch of government bonds when you did
19 the portfolio with the insurance companies?
20 A Original, yes. Originally it started out just like the
21 man that came in; showed the bond portfolio with the municipal
22 bonds. That's how it originally worked, and that's what we
23 originally did.
24 Q When did it switch over to insurance?
25 A I'm not sure exactly, but I want to say 1993-ish.

1 Q Okay. Whose decision was it -- This would be before
2 nineteen ninety -- 1994 when you were listed as the
3 independent Financial Investment Advisor, correct?
4 A Well, that's -- that's subject to some debate.
5 Q Mr. Wulf, is it before 1994 that it switched over is what
6 I'm asking?
7 A I believe so, yes.
8 Q Okay. Now whose decision was it to switch over?
9 A Well, I had input on the decision.
10 Q Okay.
11 A I don't know whose decision it was. I had input, and I
12 did say insurance is a good investment. I think for a preneed
13 trust, it's perfect.
14 Q Why is that?
15 A Because for the preneed trust, the vast bulk of your
16 liabilities come when the person dies. Life insurance seems
17 to fit that bill.
18 Q So you'd be guaranteed to be able to cover the debt.
19 A Yes. Life insurance -- I've used this term before, but
20 in our business, life insurance from a legal reserve life
21 insurance company, any legal reserve life insurance company,
22 is the highest guarantee you can get. It's -- It's probably
23 even better or at least as good as a United States Government
24 guarantee.
25 The -- The saying that we have in our industry is:

1 Nobody throughout the history of the legal reserve life
2 insurance company that has paid their premiums has ever lost a
3 penny in legal reserve life insurance companies. And that
4 goes back through the Depression when banks were going out of
5 business and even before then.
6 Q Okay. Now, Mr. Wulf, Trust No. IV, did -- what was Trust
7 No. IV? What did you understand the monies in Trust No. IV
8 would be used for?
9 A The purchase of life insurance contracts when the money
10 got in there.
11 Q No. In other words, once the money got in, --
12 A Oh.
13 Q -- once the money is in Trust IV, when money would leave
14 Trust IV, what was it supposed to be used for?
15 A Well, the money, once it left Trust IV, was used for two
16 things: Premiums on insurance and the thing that I have not
17 seen anybody talk about so far, and that's funerals.
18 Q Explain -- What do you -- The money that you said is used
19 for premiums, premiums for what?
20 A Premiums is a term. If you go out and buy a life
21 insurance policy or a car policy or whatever kind of policy
22 that you buy from an insurance company, the money that you
23 give them is typically called a "premium."
24 Q But I'm saying the premiums here. What were they used to
25 pay for? Premiums to pay for what?

1 A They were used to pay for insurance.
2 Q Okay. And what would that insurance be used for?
3 A The insurance would be used to pay for death claims on
4 the trust.
5 Q In addition -- In addition to paying premiums for life
6 insurance to cover death claims, were monies from Trust IV
7 used just to the funeral homes to pay for the death claims?
8 A The monies from Trust IV, which caused some confusion
9 again, it was a very confusing trust, but one -- the monies
10 from Trust IV went to pay funerals. And NPS was paying for
11 roughly -- And when I say "NPS," that's National Prearranged
12 Services. They were paying for roughly 4 to 5000 funerals per
13 year.
14 Q And where?
15 A Out of their Trust IV.
16 Q And that would be for what state?
17 A Missouri.
18 Q And ---
19 A We only worked, by the way. All the other states we had
20 nothing to do with.
21 Q When you say, "We had nothing to do with," who's we?
22 A Wulf, Bates & Murphy.
23 Q You focused on what state?
24 A Well, we're only licensed in insurance in Missouri.
25 Q Okay. The insurance companies were where?

A The insurance companies are not -- They're in Texas, and we did have and we do have licenses for the brokerage business and the advisory business securities in Texas. But life insurance, this is another thing that I remember of the expert witness, and I'm no lawyer, but I know that life insurance, whole life and term, are not securities. They are not registered, and they are not governed by the Securities and Exchange Commission.

Q Mr. Wulf, did you ever make legal opinions at NPS or any of these insurance companies regarding insurance?

A I relied on more different legal opinions than I could care to count.

Q Now if you were going to make a decision, like when you said -- Well, originally when they switched from the bond portfolio over to insurance, you said, "I had a say in it." Did you ask Legal? Was there any attorneys there?

A Oh, sure. Sure, they had counsel.

MR. BIRMINGHAM: Your Honor, may we approach?

THE COURT: Yeah.

(The following proceedings were held at sidebar, outside the hearing of the Jury:)

MR. BIRMINGHAM: Your Honor, I'm unclear where Mr. Hogan is going with this. Is he injecting an advice of counsel defense? And what -- what support is there going to be that any of these individuals were ---

1 MR. HOGAN: This goes back to my instruction. In
2 other words, he received -- When he wanted to do things, for
3 example, he would say, "Can we switch to term?" He asked
4 Randy Sutton. Randy Sutton would say, "I'll run it by Legal."
5 Randy Sutton comes back and says, "We can switch to term."
6 Now if you'd like to cross-examine him over it, no. He
7 didn't -- He didn't sit down with Howard Wittner. He asked
8 for Randy, but that's his basis. I mean it's subject to Cross
9 Examination, but he believes legally he could do it as he was
10 told to do it.
11 MR. BIRMINGHAM: I object on the grounds of hearsay.
12 MR. HOGAN: It goes to show -- Your Honor, it goes to
13 show his actions and conforming therewith.
14 THE COURT: Well, you're saying he's going to say he
15 talked to Randy Sutton. It's a conversation.
16 MR. HOGAN: Yes. I would say: "Did you run this by
17 Legal?"
18 "No."
19 "Who ran it by Legal?"
20 "Randy Sutton."
21 THE COURT: But that's hearsay.
22 MR. HOGAN: Okay. Well, he can say, "I asked
23 Randy Sutton."
24 THE COURT: He can say he asked Randy Sutton; end of
25 it --

1 MR. HOGAN: Okay.
2 THE COURT: -- because he can't say what Randy Sutton
3 said.
4 MR. HOGAN: I will now say: "After talking to Randy,
5 what happened next?"
6 "We bought it."
7 And that's all I can do. That avoids all the
8 hearsay. You can cross-examine him on it.
9 MR. BIRMINGHAM: I understand, but ---
10 MR. HOGAN: He's allowed to -- I mean he's allowed to
11 state what actually happened and what really -- what really
12 transpired.
13 MR. BIRMINGHAM: Well, that's -- that's fine, as long
14 as he's not stating the fact that he doesn't ---
15 THE COURT: He's not getting in -- He's not getting
16 into lawyers.
17 MR. HOGAN: No. He will not do that.
18 THE COURT: Otherwise, you got in your -- Okay.
19 Okay.
20 (The following proceedings were held within the
21 hearing and presence of the Jury:)
22 Q (By Mr. Hogan) Mr. Wulf, we're jumping around. I
23 apologize, because there's a lot of ground to cover.
24 A I understand.
25 Q So back -- back when the trust switched over from like

1 the standard bond portfolio with the insurance company to
2 actually managing insurance in the fund, when around did that
3 happen?
4 A It happened around 1992, '3. I don't remember exactly,
5 but I believe it was in that area.
6 Q Now whose decision was this again?
7 A Well, I guess the final decision would -- would be made
8 by management.
9 Q Okay. Did you work at management at NPS?
10 A I did not.
11 Q Okay. You gave advice. When you gave advice, did they
12 have to follow it?
13 A In -- In our business we're governed by a thing called
14 the "ADB." And there are basically two types of advisory
15 business. One is called "discretionary," and one is called
16 "nondiscretionary." In a discretionary account, the Advisor
17 basically is given the authority to do what he wants when he
18 wants without any input from anybody.
19 A nondiscretionary account, every decision that the
20 Advisor is making has to be okayed by the customer.
21 Q Which one was yours?
22 A Ours was nondiscretionary.
23 Q Okay. And so ---
24 MR. BIRMINGHAM: Your Honor, I believe -- We're just
25 going to object because I think the question was as to Trust

IV. He answered there was a lot of accounts being talked about. I just ask that he clarify as to these trust accounts or is he talking about all these other accounts that were ---

MR. HOGAN: I'll clarify it.

THE COURT: Why don't you restate it.

Q (By Mr. Hogan) Mr. Wulf, answer the question I ask you. Okay?

As to Trust IV, what kind of an account was it?

A It was nondiscretionary.

Q And what does that mean in layman's terms?

A That means that every time that I made a decision, they had to okay the decision.

Q So the final decision, did it rest with you?

A I suspected it did, but they had to okay that decision.

Q And who would okay that decision?

A Typically Randy Sutton.

Q Okay. Now what -- You said where the monies -- when the monies left Trust IV, you said they went to pay for premiums and for funerals, correct?

A Yes.

Q Okay. Now how did you view Trust IV? Did you view it as an investment account or more of an operating account?

A I viewed Trust IV as an operating account.

Q Explain what you mean by that.

A Money would come in and money would go out.

1 Q What would the money go out for?
2 A Premiums and life -- Premiums and funerals. That's what
3 it was supposed to be.
4 Q Now let me ask: When the money came in and out, is that
5 when they used wires?
6 A Yes.
7 Q Okay. Now do you remember the testimony of Herb Morisse?
8 I'm sorry, not Herb Morisse. Who is it? Mr. Markow?
9 A I don't remember it totally, but I remember some of it,
10 yes.
11 Q Mr. Markow is the guy who owned a deli; worked at a bank;
12 owned a deli; went back to work at another bank and now sells
13 watches, correct? Does that refresh your memory of
14 Mr. Markow?
15 A Yes, I remember.
16 Q Okay. Now Mr. Markow, how many wires did he say come out
17 of Trust IV every year?
18 A If I remember his calculation, I believe he said when
19 they originally signed up for the trust in 1999, that he
20 plugged in roughly 600 outgoing wires a year.
21 Q Okay. Now Trust IV was formed based upon the Boone
22 County Consent Judgment in 1994, correct?
23 A Yes, sir.
24 Q And NPS stopped operating in 2008?
25 A Yes.

Q Around?
A Yes.
Q So that's roughly 13 years, correct?
A Yes.
Q Okay. And so over those 13 years, Trust IV would have sent out about 7,800 wires, correct?
A That's just how many they sent out. That don't include how many that they were ---
Q Dave, --
A Yes.
Q -- I'm asking you about the ones you sent.
A I'm sorry. Yes.
Q So the ones sent out were 7800, correct?
A Yes, sir.
Q All right. Do you remember all of those 7800 wires?
A No.
Q Let me ask you about some other wires. That' 7800 over that timeframe was from Trust IV. The other ten trusts, okay, you said there were 11 trusts with NPS.
A Yes.
Q The other ten trusts, did they send out wires every year?
A Yes.
Q Okay. The insurance companies, did they send out wires?
A Yes.
Q Okay. Did wires -- In addition to wires going out, did

1 wires come in?
2 A Yes.
3 Q Okay. And are you CC'd on these thousands of wires?
4 A No.
5 Q Are you CC'd on any of them?
6 A Some of them I was supposedly CC'd on, yes.
7 Q Okay.
8 A Faxed.
9 Q And do you check over these thousands of wires to make
10 sure they're all copasetic?
11 A No.
12 Q Who paid the expenses to the insurance company and to the
13 funeral homes out of Trust IV?
14 A NPS.
15 Q Okay. Specifically, who at NPS?
16 A The person that I believe made those decisions and made
17 those payments was Randy Sutton, --
18 Q Okay.
19 A -- the President of the company.
20 Q Now do you remember the letter that was sent to
21 Richard Markow on your letterhead?
22 A Yes, I do.
23 Q We've seen this letter numerous times.
24 A Yes.
25 Q It says that in addition to Wulf, Bates & Murphy, NPS,

1 representatives of NPS are allowed to send -- basically to
2 make decisions regarding the trust for administrative
3 purposes, correct?
4 A Yes.
5 Q Okay. Why did you do that? Why would you allow Randy
6 access to Trust IV for administrative purposes?
7 A There's a number of reasons. First, I think that
8 everybody here, in sitting through all the Government's
9 evidence, can get a pretty good idea of how active these
10 accounts were, not just from the standpoint of wires but from
11 the standpoint of keeping track of -- I think what
12 Herb Morisse said was an eight-inch stack of paper on just the
13 Missouri policies.
14 Q Now were you hired to do the administrative duties for
15 NPS?
16 A No.
17 Q You were hired as what?
18 A An Investment Advisor.
19 Q And there were no -- Other than insurance, there were no
20 real -- For most of the time in Trust IV from 19 -- From 1994,
21 was it?
22 A Yes, sir.
23 Q It was mainly insurance in the trust?
24 A Yes, sir.
25 Q Okay. And this insurance was being used to pay premiums

1 and expenses?
2 A Funerals.
3 Q Okay. So what did you have to do with paying funerals
4 and paying premiums?
5 A Very little.
6 Q So why did they have an independent, qualified Investment
7 Advisor on this account?
8 A I suspect for the reason of if there were investments,
9 and -- you know, in the trusts.
10 Q Now you made some investments for Trust IV, did you not?
11 A Yes.
12 Q Now the Caymus Fund, explain what the Caymus Fund is.
13 A The Caymus Fund ---
14 Q Briefly.
15 A Sorry. The Caymus Fund was an investment partnership
16 that I set up with Tony Lumpkin and my partner, Tripp Bates.
17 We had been managing stocks and bonds for a very long time,
18 and we wanted to grow. So at the time a hedge
19 fund/partnership seemed like a good way to do that. So we set
20 up a fund. And we then -- Setting the fund up is a very major
21 undertaking from the standpoint of all the hoops that you have
22 to jump through. We had three law firms, for example, look at
23 the actual documents.
24 Q Now once you set the firm up, did you make investments
25 for Trust IV?

1 A Yes.
2 Q Okay. And how much money did you invest from Trust IV
3 into the Caymus Fund?
4 A I don't remember exactly, but I think it was about one
5 million dollars total.
6 Q Now how long was it in -- How long did the Caymus Fund
7 exist for? What was its life span?
8 A I think the Caymus Fund lasted about six years.
9 Q Now over its life, this was mainly stocks in the Caymus
10 Fund?
11 A Mostly stocks.
12 Q Stock prices fluctuate, correct?
13 A Yes, they do.
14 Q Now over the six-year -- Over the life of the fund, this
15 six years, simply put, did the Caymus Fund --
16 A Yes.
17 Q -- earn money? David, let me finish the questions.
18 Did the Caymus Fund earn money or did it lose money?
19 A It earned money.
20 Q Okay. So it didn't lose money for the trust.
21 A No.
22 Q Let me ask you about Rydex. What's "Rydex"?
23 A Rydex is a mutual fund. I'm not sure how many --
24 everybody knows what a mutual fund is, but essentially it's a
25 -- it's a pool of money that's invested for a certain

1 objective. And each investor, instead of getting one or two
2 different stocks, gets a piece of a great big portfolio. It's
3 what's called a "no load mutual fund."
4 Q Does that relate to the fees?
5 A It does.
6 Q And what does it mean for "no load" when it comes to
7 fees?
8 A Well, --
9 Q Is that better or worse for an investor?
10 A -- it's -- it's better for an investor.
11 Q Why is that?
12 A Because when he buys and sells the shares, there's no
13 fee.
14 Q Now how much money did you invest from Trust IV into the
15 Rydex Fund?
16 A I don't remember, but it was about a million dollars,
17 also.
18 Q Did the Rydex Fund make money for Trust IV or did it lose
19 money for Trust IV?
20 A I believe it made money for Trust IV.
21 Q So, Mr. Wulf, you sat through the summary witness and all
22 the other witnesses here. The two investments you made for
23 Trust IV were Caymus Fund and Rydex Fund, correct?
24 A Yes.
25 Q And both of those made money for the trust, correct?

1 A Yes.
2 Q And that was in your duties as an independent, qualified
3 Investment Advisor, correct?
4 A Yes.
5 Q Now other than those investments for Trust IV, tell the
6 Jury what your responsibility was for paying the expenses out
7 of Trust IV. Did you have any?
8 A None that I know of.
9 Q Whose responsibility was it to pay expenses out of Trust
10 IV?
11 A Randy Sutton; NPS management.
12 Q Now we've seen numerous bank statements and wires that
13 you were CC'd on or they said -- that they claimed, "We're
14 CC'ing Dave Wulf." Okay?
15 A Yes.
16 Q Now you did receive bank statements, correct?
17 A Yes.
18 Q Did you go over those bank statements for every single
19 wire that was listed?
20 A No, but we did scan the bank statements. If I could go
21 back, you'd look more closely.
22 Q The names on those statements, we heard -- Remember,
23 Mr. Hale who testified about the octopus?
24 A Yes.
25 Q Okay. The names, how many names were names that start --

1 involved "Lincoln"?
2 A Many.
3 Q How many names involve "Memorial"?
4 A Many.
5 Q How many involved "Heritage"?
6 A Many.
7 Q Now when you looked at those statements, did you make
8 sure that Lincoln Memorial Life wasn't Memorial Services Life
9 or wasn't Lincoln Heritage or one of these concoctions that
10 they came up with? Did you go through that all the time?
11 A Like I said, I went through it, but sometimes the names
12 were so similar that it was very difficult to discern. Just
13 Lincoln Memorial Services and Lincoln Memorial Life Insurance
14 Company, I mean that sounds pretty close to me.
15 Q But it was your duty to go through all those accounts,
16 was it not?
17 A And we -- we did go through those accounts.
18 Q Okay. Now let me ask you this, Mr. Wulf: With all these
19 accounts, did you suspect anything was wrong where you'd go
20 through them with a magnifying glass?
21 A No.
22 Q You heard all the witnesses that testified, correct?
23 A Yes.
24 Q Okay. People worked there 26 years? 22 years?
25 A Yes.

1 Q Okay. And did any of them suspect fraud at the company
2 other than Mr. Lumpkin, --
3 MR. BIRMINGHAM: Objection; leading.
4 Q -- based on their testimony?
5 MR. BIRMINGHAM: Calls for speculation.
6 THE COURT: Sustained.
7 Q (By Mr. Hogan) Did anyone state under testimony while
8 you were here that they suspected fraud in the company?
9 A Tony Lumpkin.
10 Q Other than Mr. Lumpkin?
11 A Not that I recall.
12 Q Okay. Now did you have any reason to believe that
13 something nefarious was going on with Trust IV?
14 MR. BIRMINGHAM: Objection; leading.
15 MR. HOGAN: Sustained.
16 Q (By Mr. Hogan) What was your understanding of Trust IV?
17 A Trust IV paid premiums for life insurance, held life
18 insurance in the account, and paid funerals when they were
19 due.
20 Q And how much did you charge, your fee a month, for Trust
21 IV?
22 A If you average out the 11 trust accounts, it would be
23 $123 a month.
24 Q Because you were making $123 a month, did you ignore
25 Trust IV?

1 A It wasn't our primary concern.
2 Q Now you saw letters that were sent out in packets to
3 funeral homes, correct?
4 A Yes, I did.
5 Q Now that letter, that original letter that went out
6 there, did you write that letter?
7 A The original letter was written in the early 1990s, and
8 it was an overview letter. I don't know if you're familiar
9 with the term a "30,000-foot fly-by," but that's what it was.
10 In other words, I was asked by Nicki Province to just give a
11 general overview of what happens in the trust.
12 Q Did you rewrite that letter every time they signed up new
13 business?
14 A No.
15 Q Okay. Now did you -- Was there ever a time where you
16 stopped sending that letter?
17 A Yes, --
18 Q When did you ---
19 A -- we certainly did.
20 Q When did you stop sending the letter?
21 A We stopped sending letters completely in 2001.
22 Q Okay. And who did you tell that you didn't want the
23 letters sent out anymore?
24 A I told NPS.
25 Q Okay. And why did you tell them to stop sending the

1 letters?
2 A The Securities and Exchange Commission, who was our
3 governing body, has a very strict standard of advertising what
4 you can and what you cannot say. It draws a distinction
5 between what advertising is and what a general letter is.
6 When we originally did the letters, there were very -- they
7 were few and far between in the '90s, in the late '90s, and
8 then they started requesting more. And I remember one e-mail
9 that we got from Nicki Province; made a comment that, "For the
10 sales kit." Well, that for me is a red flag. So Tripp and I
11 talked. We said, "This is a potential problem if they're
12 using our letters for sales." So we called Nicki and
13 immediately canceled any future use of any of our letters.
14 Q And that was in what year?
15 A It was in 2001.
16 Q Now just because you were no longer sending letters, do
17 you believe you were somehow relieved of your duties as the --
18 A No.
19 Q -- independent, qualified Financial Investment Advisor?
20 A No.
21 Q Okay.
22 MR. HOGAN: Beau, would you, please, bring up
23 Government's Exhibit 5987, specifically Page No. 14? And
24 would you highlight Mr. Wulf's signature?
25 Q (By Mr. Hogan) Is that your signature?

A No.
Q Okay.
MR. HOGAN: Now, Beau, would you, please, pull up Government's Exhibit 5030? And would you go to Page 2? Would you highlight that signature?
Q (By Mr. Hogan) Is that your signature?
A Yes, that looks like my signature.
MR. HOGAN: Beau, is there any way you can put those signatures side by side like you did with the Government?
BEAU TOTH: What was the first number?
MR. HOGAN: The first and the second, yeah.
MR. FINNERAN: What was the first number?
MR. HOGAN: Oh, I'm sorry. The first one was 5987, and it would be Page 14, Beau.
Q (By Mr. Hogan) Now which one is your signature? On the right or the left?
A The left.
Q Those aren't really -- Are you a handwriting expert?
A No, sir.
Q Do you need to be a handwriting expert to tell that's not your signature?
A I don't think you do.
Q Okay.
MR. HOGAN: Thank you, Beau.
Q (By Mr. Hogan) You were present for the testimony of

1 Roxanne Schnieders and James Crawford?
2 A Yes, sir.
3 Q Where they claimed people were forging your signature at
4 NPS, correct?
5 A Yes.
6 Q Okay. Was that a forged signature of David Wulf on that
7 document?
8 A Yes.
9 Q Did you ever have anything to do with life insurance
10 contracts?
11 A I'm not ---
12 Q Oh, let me rephrase it because there's so many of them.
13 Did you ever sell life insurance contracts to people
14 for NPS?
15 A No.
16 Q Okay. Did you ever white-out any life insurance
17 contracts?
18 A No.
19 Q Did you ever allow James Crawford ---
20 MR. BIRMINGHAM: Objection; leading.
21 Q (By Mr. Hogan) Did you ever allow -- Do you remember the
22 document that had a signature of James Crawford and a "Wulf,
23 Bates & Murphy" stamp?
24 A Yes, I do.
25 Q Did James Crawford ever work as an agent of Wulf, Bates &

1 Murphy?
2 A No, he did not.
3 Q And when you signed documents, would you sign your name
4 or would you put a stamp that says "Wulf, Bates & Murphy"?
5 A I would sign my name.
6 Q I'm going to go through -- I'm going to ask you
7 about ---
8 MR. HOGAN: Beau, would you, please, bring up
9 Government's Exhibit 4413?
10 Q (By Mr. Hogan) Do you remember meeting with a Mr. Lock?
11 A Yes, sir.
12 Q Okay. Let me take you back to that time period. This
13 would be around the early '90s. Where were you employed at
14 the time?
15 A Wulf, Bates & Murphy.
16 Q Okay. Where was your offices at the time? Were you in
17 the NPS building or were you in your own building?
18 A We were in our own building.
19 Q Okay. Now what did you know -- When did you find out --
20 We heard a lot about the Boone County Consent Judgment. That
21 was a lawsuit, *State of Missouri versus NPS*. How did you find
22 out about -- or when did you find out and how did you find out
23 about the litigation involving the Missouri Attorney General's
24 Office and NPS?
25 A I found out by television.

1 Q Okay. And did you ask anyone about what you saw on
2 television?
3 A Sure.
4 Q Who did you ask?
5 A Randy Sutton.
6 Q Okay. Now did they have a briefing to the employees
7 telling them what was going on with this lawsuit?
8 A I don't know if they did or not. I certainly didn't have
9 -- wasn't involved in any briefing.
10 Q Okay. When did you know that this lawsuit was settled?
11 A I'm not exactly sure.
12 Q Do you remember who told you?
13 A No.
14 Q Okay. Now the next time you found out about or the
15 lawsuit was mentioned, how did it come up?
16 A That Bob Lock was going to come and interview me, I
17 believe.
18 Q Okay. Prior to them telling you this, did you have any
19 idea who Mr. Lock was or why he wanted to interview you?
20 A No.
21 Q Okay. Did NPS -- Did you have an interview with
22 Mr. Lock?
23 A Yes.
24 Q Okay. Did NPS send anyone with you?
25 A They sent, if memory serves me, a woman by the name of

1 Jane Carriker.
2 Q Who is "Jane Carriker"?
3 A She was a lawyer.
4 Q For whom?
5 A For NPS.
6 Q Okay. You met with Mr. Lock?
7 A I did.
8 Q Okay. Do you remember being interviewed by Mr. Lock?
9 A Yes, sir, I do.
10 Q Okay. Now let me ask you -- I'm going to read some of
11 this exhibit into evidence. Okay?
12 And I know it's really difficult to see on the
13 screen.
14 Do you remember telling Mr. Lock you "receive a
15 report from NPS which details all the policies he's supposed
16 to buy on a monthly basis"? That you assume the policy face
17 amounts were the same amounts as the preneed contracts, and
18 the report was only for new business; i.e., Trust IV, but that
19 you weren't certain. And then he asked you -- I'll read it.
20 "Bob then said that you, Mr. Wulf, receive a report
21 from NPS that tells you what to buy and when from these
22 established accounts. Mr. Wulf indicated that was correct."
23 Do you remember that?
24 A Yes.
25 Q Explain to the Jury what you meant by that.

1 A Well, I meant just what it says. I'd get a report from
2 NPS that would say what the insurance policies to buy were for
3 the trust at that particular time, and that's what would be
4 bought.
5 Q Now, Mr. Wulf, I'm going to read another portion.
6 MR. HOGAN: Beau, this would be on Page 2. And this
7 is up at the top, second line where it starts off "He."
8 "He thinks that insurance is a safe investment and is
9 also well suited to the preneed industry. Mr. Wulf thought it
10 was very smart for NPS to invest in insurance. He also said
11 that NPS has managed to stay away from all of the risky
12 investments that have failed, such as real estate."
13 Do you remember telling him that?
14 A Yes, I do.
15 Q And why is it, again, that you think insurance is a good
16 investment for the trust?
17 A Well, it -- it suits the trust because the trust -- the
18 main liabilities of the trust would be paying for funerals.
19 Q Thank you. Now let's go down to the second paragraph,
20 and it starts off somewhere around "When." I'm going to read
21 it.
22 "When asked if he had ever done any evaluations on
23 these insurance companies, Mr. Wulf said that, no, he had not.
24 He said that the insurance industry is very strictly regulated
25 by the SEC and the State and that he doesn't feel it's

1 necessary for him to regulate the companies, too. He, also,
2 added that he makes investment decisions for Statesman and
3 Lincoln and that they're very honest and cooperative people."
4 Explain that. At the time what was your opinion of
5 all of these companies?
6 A At the time, my opinion of all of these companies was
7 that they were perfectly legitimate insurance companies. I
8 said -- Excuse me.
9 I made the comment about the regulation because it's
10 true. It's one of the most heavily regulated industries in
11 the country and probably the world. I know that insurance
12 companies, after working with them for a while, they get
13 audited annually. There's an annual audit, and then there's
14 an intensive three-year audit that I remember one time going
15 down to Lincoln ---
16 Q Mr. Wulf, did you rely on these auditors and regulators?
17 A Well, of -- Yes, I sure did.
18 Q Because that's what you're supposed to do, correct?
19 A Yes, sir.
20 Q Please continue.
21 A So the -- the extensive audits could last for five months
22 where the auditors of the insurance companies would be going
23 through every line of every item. That's why the insurance
24 industry is so safe. And it also -- Well, -- In other words,
25 it is as safe as anything that I know of in terms of an

1 investment; bar none.
2 Q Now, Mr. Wulf, in that statement to Mr. Lock in 1994, you
3 told him you relied on those auditors and regulators, correct?
4 A Yes, sir, I did rely on those auditors and regulators.
5 Q Then you were -- Were you being honest with him --
6 A With Bob Lock?
7 Q -- at the time? Yes.
8 A Yes.
9 Q Okay. Did you tell Mr. Lock, "Actually it's my job to go
10 through all of these bank statements," or did you kind of rely
11 on the other folks?
12 A I relied a lot on regulators. I rely a lot on legal
13 counsel. I rely a lot on accountants and CPAs and everything
14 else. And ---
15 Q Mr. Wulf, how many total accounts were you managing for
16 this conglomerate of all these companies?
17 A I think it was 19.
18 Q Okay. Were there times that you felt overwhelmed there?
19 A All the time.
20 Q Okay. Did you ever conspire with Randy Sutton to commit
21 any type of fraud?
22 A No.
23 Q Did you ever conspire with Doug Cassity to commit any
24 type of fraud?
25 A No.

1 Q Did you conspire with anyone --
2 A No.
3 Q -- to commit any fraud?
4 You didn't assert your Fifth Amendment privilege with
5 Bob Lock. You actually talked to him, correct?
6 A I was happy to talk to Bob Lock.
7 Q Okay. Do you remember when the Government read in your
8 deposition regarding Hanover? I'm sorry. I called it a
9 deposition. It's an arbitration. Your statements under oath
10 regarding the Hanover arbitration, do you remember those?
11 A I remember them, yes. Not to the letter, but yes.
12 Q Now this happened in 2008, correct?
13 A Yes.
14 Q Did you assert your Fifth Amendment privilege and say,
15 "I'm not speaking to you," or did you actually give it? The
16 arbitration.
17 MR. BIRMINGHAM: Objection, Your Honor.
18 THE COURT: Let's step up here.
19 (The following proceedings were held at sidebar,
20 outside the hearing of the Jury:)
21 MR. BIRMINGHAM: I would object to the form of the
22 question, bringing up the Fifth Amendment privilege in this
23 context.
24 THE COURT: There's no need to bring up the Fifth
25 Amendment. Just question him.

1 MR. HOGAN: I'll move on.
2 THE COURT: All right.
3 MR. HOGAN: Thank you, Your Honor.
4 (The following proceedings were held within the
5 hearing and presence of the Jury:)
6 Q (By Mr. Hogan) Mr. Wulf, you agreed to speak to the --
7 you agreed to participate in the arbitration process, correct?
8 MR. BIRMINGHAM: Your Honor, objection. He was
9 subpoenaed.
10 THE COURT: Restate your question.
11 Q (By Mr. Hogan) Did you answer questions regarding the
12 Hanover Life Reassurance Company, Lincoln Memorial Life
13 Insurance Company arbitration? Did you answer questions?
14 A Yes.
15 Q Okay. The Government read in portions of those, correct?
16 A Yes.
17 Q Okay.
18 MR. HOGAN: Beau, I'm going to ask you to pull up
19 Page 21 on the first one. I know there's two different, I
20 think. Page 21 on the first, and we're going to, if you
21 would, Page 81.
22 BEAU TOTH: Which exhibit?
23 MR. HOGAN: I'm sorry. Page 21 of the proceedings.
24 Let me show you what I mean.
25 BEAU TOTH: What's the exhibit?

1 MR. HOGAN: Oh, I'm sorry. It's Exhibit Number -- I
2 have it on the other one. Oh, here it is. I apologize,
3 Your Honor. I need the exhibit number for the Hanover
4 arbitration. Is it 225? No.
5 MR. FINNERAN: For the record, I believe it's 3170.
6 MR. HOGAN: 3170. Thank you, Richard.
7 Beau, 3170. It would be -- The page of the actual
8 document will be 21. It would be Page 81 on the broken-down
9 version. Page 81, the right -- far right, bottom corner.
10 MR. FINNERAN: There's four pages. Do you want ---
11 MR. HOGAN: This one here.
12 MR. FINNERAN: Bottom right corner?
13 MR. HOGAN: Bottom right corner. That one right
14 there, yeah, that page. Can you blow it up?
15 MR. FINNERAN: It's the bottom right corner you want,
16 Joe?
17 MR. HOGAN: Yes, please. Thank you.
18 Q (By Mr. Hogan) I'm going to read this in from ---
19 MR. HOGAN: Thank you.
20 MR. FINNERAN: Is that right? It's Page 85.
21 MR. HOGAN: No. We need Page 81. I know it's hard
22 to see with these. That should be 81. Thank you.
23 Q (By Mr. Hogan) I'm going to read from Line 6, and then
24 I'm going to ask you about it. Okay?
25 This has been admitted into evidence.

1 MR. BIRMINGHAM: Your Honor, may we approach?
2 THE COURT: Yeah.
3 (The following proceedings were held at sidebar,
4 outside the hearing of the Jury:)
5 MR. BIRMINGHAM: Your Honor, I believe the redacted
6 version -- I mean certain portions have been admitted into
7 evidence. Are you reading from ---
8 MR. HOGAN: I'm reading the portions that were
9 admitted into evidence only. I actually highlighted them when
10 you talked about them.
11 MR. BIRMINGHAM: Okay. Then no objection.
12 THE COURT: Okay.
13 MR. BIRMINGHAM: That's what I wanted to make sure.
14 THE COURT: Okay.
15 (The following proceedings were held within the
16 hearing and presence of the Jury:)
17 Q (By Mr. Hogan) Now, Mr. Wulf, this is a very long
18 document, but I'm only going to mention -- I'm only going to
19 talk about the portions that were read in by the Government.
20 Okay? Several of them; all right?
21 A Yes, sir.
22 MR. HOGAN: Beau, if you would put back up Page 81
23 and Line 6 is where it began to be read into evidence. I'm
24 going to read this in. I'm going to repeat it.
25 Now this is a question to you: "So your

1 understanding was that you could not allow insurance policies
2 to -- the aggregate coverage of insurance policies to be below
3 the amount of death claim liability for funerals that NPS
4 had?"
5 You answer: "That was my primary goal."
6 Question: "And was it your understanding that that's
7 what the statute required?"
8 Your answer: "That's what my understanding of what
9 the statute required."
10 Question: "Okay. Now below the" ---
11 Your answer: "Let me restate. Policy -- Face value
12 of the policy, insert that into death claims because there
13 would be times, I guess, when borrowing on a policy would
14 reduce the death claim, so the face value of the policies. So
15 my job was to keep the face value of the policies at the level
16 of the total liability of the beneficiary of the trust."
17 MR. HOGAN: Okay. Thank you, Beau.
18 Q (By Mr. Hogan) Now I've gone over this stuff for three
19 years. Would you, please, explain what you meant by that to
20 the Jury?
21 A Well, it was my understanding that the -- at the time,
22 that's the operative word. It was my understanding that the
23 most important primary goal of Trust IV was to cover death
24 benefits. Therefore, the face value of the policies had to be
25 what the total liability of the trust was.

1 And since then, ---
2 Q Just talk about at the time. At the time ---
3 A At the time that was my understanding.
4 Q Okay. Now, Mr. Wulf, back to when Mr. Lock came to visit
5 you in 1994; okay?
6 A Yes, sir.
7 Q Was that your policy back then, also?
8 A Yes.
9 Q Okay. And so the statement you gave to Mr. Lock in 1994
10 was the same statement you gave in 2008 to different
11 attorneys, correct?
12 A Yes.
13 Q In that time period -- Oh. When Mr. Lock -- Did you know
14 whether or not the Compliance or -- Mr. Lock, you remember
15 Mr. Lock testifying?
16 A Yes.
17 Q He said he had to assure NPS was in compliance. Do you
18 remember that?
19 A Yes.
20 Q After your initial meeting with Mr. Lock back in 1994,
21 did you ever hear from him again?
22 A No.
23 Q Did you know whether or not NPS was still being monitored
24 or not?
25 A No.

1 Q Did Mr. Lock ever give you any instructions?
2 "Mr. Wulf, you need to do this differently." Did he
3 ever tell you that?
4 A No.
5 Q As a matter of fact, you were doing the same thing in
6 2008 as you were back then, weren't you?
7 A Yes.
8 Q And you admitted it to Mr. Lock in '94 and then you
9 testified to it under oath in 2008, correct?
10 MR. BIRMINGHAM: Objection; leading.
11 THE COURT: Sustained.
12 Q (By Mr. Hogan) How many times did you ---
13 MR. HOGAN: I'll move on, Your Honor.
14 Now, Beau, can we go to -- There was a Day 2 of this
15 arbitration. It was the second document?
16 MR. FINNERAN: It's part of the same exhibit.
17 MR. HOGAN: Okay, perfect. And on that, we're going
18 to go to Page 11. And on the 11th page, we're going to go to
19 Page 311. We're going to start off -- We're going to start
20 off on Page 311 and end on Page 312. This was admitted into
21 evidence.
22 MR. FINNERAN: Yeah. Hold okay. Sorry, Joe.
23 THE COURT: Oh, take your time.
24 MR. FINNERAN: And sorry. Would you repeat the
25 pages?

1 MR. HOGAN: Yes. Like the page of the -- It's Page
2 11, and on Page 11 we're going to go to -- we're going to
3 start in the bottom left corner of 311.
4 There's two different page numbers, so it can be
5 confusing.
6 As lawyers, we have to say how many times we used
7 each single word in these documents. That's what you're
8 seeing now. It's completely insane, but these are some things
9 that we have to do.
10 It's on Page 11. Okay? And it's 311.
11 MR. FINNERAN: We don't have the second part here
12 right now. I have a clean copy. You want to put it on the
13 Elmo?
14 MR. HOGAN: That would be perfect. Thank you.
15 Beau, if you can put what we call the "Elmo" on. And
16 I'm going to go to -- This is Page -- The Government's
17 highlighted it which helps. I know it's hard to see, so I'm
18 going to read in -- Let me hand this back.
19 MR. FINNERAN: You want to zoom in on this one?
20 MR. HOGAN: You zoom like this, right?
21 MR. FINNERAN: Just move it around.
22 MR. HOGAN: Got you. Thank you.
23 Q (By Mr. Hogan) I'm going to go ---
24 MR. HOGAN: Ladies and Gentlemen, I'm looking at ---
25 Q (By Mr. Hogan) Mr. Wulf, I'm looking at Page No. 311

1 which would be the bottom left, and I'm going to go to Line
2 No. 17, and it's a question. This is a question to you,
3 Mr. Wulf.
4 "So under this bank -- So under this, the bank can
5 rely on directions provided by either you or Mr. Sutton,
6 correct?"
7 Your answer: "That's how it looks to me. And I
8 think the reason it was written this way, I think, is for the
9 administrative aspect, not the investment aspect."
10 Question to you: "And what do you mean by that?"
11 And your answer: "All the duties that NPS and Randy
12 had to" -- at the top right now -- "all the duties that NPS
13 and Randy had to do on the administrative side, those are
14 directions of wiring funds, of doing contracts, accepting
15 monies, having monies paid out for death claims, the
16 administrative aspects."
17 MR. HOGAN: Thank you.
18 Q (By Mr. Hogan) Do you remember telling the attorneys
19 that in the Hanover arbitration?
20 A Yes, I do.
21 Q And is that consistent with what you told Mr. Lock in
22 2004?
23 A I believe it is.
24 Q And is that how you viewed these accounts the entire time
25 you worked for Trust IV?

A Yes.
Q How much time was dedicated to Account IV percentage-wise of your daily work there?
A It's hard to say exactly, but certainly less than five percent.
Q Okay. Now the Government asked several people about where your offices were. Okay?
A Yes.
Q Did you move into the office building with NPS? Into NPS' office building ever?
A Well, they were in -- Later on we were in the same building that NPS was in, yes.
Q I don't mean -- In other words, NPS didn't own the building, did they?
A No.
Q Okay. NPS rented this building?
A Yes.
Q But it was -- As far as you're concerned, this was where the NPS building was, where they were, correct?
A Yes, sir.
Q And you were in that building with them, correct?
A Yes, sir.
Q Okay. Did you -- Did they let you stay there for free? Did you pay rent?
A We paid rent.

1 Q Did they give you a drastic reduction on your rent?
2 A No.
3 Q Okay. Where was this office building located?
4 A 10 South Brentwood.
5 Q What city is that in?
6 A Clayton, Missouri.
7 Q Are you near the park?
8 A Yes.
9 Q Near the restaurants and the bars?
10 A Yes.
11 Q Is it a nice building?
12 A Yes.
13 Q Did you like renting there?
14 A Loved it.
15 Q Let me ask you about the health insurance. The
16 Government brought this up through witnesses. Did NPS ever
17 put you on their insurance?
18 A Yes, they did.
19 Q Did they put Tripp Bates on their insurance?
20 A Yes.
21 Q Explain to the Jury how it came about that you had to go
22 to NPS to get insurance. Was that you and your family's
23 insurance or just you?
24 A The family insurance.
25 Q Explain to the Jury why it is and how it came about that

1 you got medical insurance through NPS.
2 A There were two overriding factors. When -- There's a
3 thing called "a small group," I think, that you can get group
4 insurance for health if you have like four people. When you
5 drop below four, you have to go out and get individual
6 insurance. In other words, I can't -- I've got to go out and
7 buy individual insurance on -- on my family and Tripp's
8 family. Well, ---
9 MR. BIRMINGHAM: May we approach, Your Honor?
10 THE COURT: Yeah.
11 (The following proceedings were held at sidebar,
12 outside the hearing of the Jury:)
13 MR. BIRMINGHAM: Your Honor, I believe he's testified
14 that the reason he got insurance through them is because his
15 employee numbers went down. I believe where Mr. Hogan is
16 going next is the idea that one of his children had cancer,
17 and I believe that that is, you know, highly prejudicial and
18 irrelevant to the proceedings in this case, the fact that an
19 individual had -- had cancer. He's already explained why he
20 had the insurance. That's come in; that there was reasons,
21 but it's not relevant to the issues in the case. And,
22 frankly, I think it's just designed to be emotional instead of
23 having the Jury look at the facts and evidence in the case.
24 MR. HOGAN: First of all, Your Honor, the Government
25 has raised this issue. They're the ones who raised it. This

1 is my only opportunity to address that issue. You've raised
2 the point that because he was a kept man at NPS, he was really
3 an employee, they gave him insurance. He's going to explain
4 why he had to go to NPS because no one else would give it to
5 him.
6 MR. BIRMINGHAM: He just did.
7 MR. HOGAN: No, he did not. You did not let him
8 finish his answer. And while you may not like this and it may
9 be bad for you, it's still what the evidence is, and you've
10 raised it. And if you talk about emotional, like the people
11 you bring in in wheelchairs who have never met Mr. Wulf, that
12 would also be emotional testimony.
13 THE COURT: Well, let me cut through this. He can go
14 ahead and answer.
15 MR. HOGAN: Thank you, Your Honor.
16 (The following proceedings were held within the
17 hearing and presence of the Jury:)
18 Q (By Mr. Hogan) Please continue with your answer,
19 Mr. Wulf.
20 A When -- When we went from a small group to individual
21 health insurance, we had to apply individually. When you
22 apply for health insurance individually, if you have a
23 pre-existing condition, a lot of times you can't get
24 insurance. At least that's the way it was.
25 Q Did your -- anyone in your family have any pre-existing

1 conditions?
2 A Yes.
3 Q Tell the Jury about that.
4 (Pause)
5 MR. BIRMINGHAM: Your Honor, if Mr. Wulf needs a
6 couple of minutes to compose himself, maybe now is a good time
7 for a break.
8 THE COURT: Okay. Why don't we take a short recess.
9 Ladies and Gentlemen, we'll take a recess.
10 Please do not discuss this case among yourselves or
11 with anyone else, and you may proceed to the Jury Room.
12 You may step down.
13 Court is in temporary recess.
14 THE CLERK: All rise.
15 (Court recessed from 10:30 AM until 11:00 AM.)
16 (Jury seated by the Clerk.)
17 (The following proceedings were held within the
18 hearing and presence of the Jury:)
19 THE CLERK: All rise. This Court is again in
20 session.
21 THE COURT: Please be seated.
22 Go ahead, Mr. Hogan.
23 MR. HOGAN: Thank you, Your Honor.
24
25

1 CONTINUED DIRECT EXAMINATION

2 QUESTIONS BY MR. HOGAN:

3 Q So, Mr. Wulf, why is it that you needed -- Could you get

4 health insurance on the open market?

5 A No, not single.

6 Q Okay. Why not?

7 A My daughter has cancer.

8 Q Okay. Did NPS then give you health insurance?

9 A They let us go on their plan, yes.

10 Q Okay. Was the health insurance and renting in the same

11 building part of some scheme to defraud someone?

12 A No.

13 Q We talked about having enough insurance to pay the death

14 claims out of Trust IV. Do you remember?

15 A Yes, sir.

16 Q How did you determine how much insurance to have in Trust

17 IV to pay the death claims?

18 A There was an actuarial computation done on a matrix that

19 determined how much insurance needed to be in the trust.

20 Q Can you explain that in English, please? I mean an

21 actuarial table through a matrix, what does that mean?

22 A Just to determine how much insurance needed to be in the

23 trust. An actuary is a person that calculates insurance

24 amounts.

25 Q Did you use a computer? Did you use a computer?

1 A I didn't.
2 Q Okay. Did someone?
3 A Yes.
4 Q Okay. That's what I'm asking.
5 A Yes.
6 Q Based upon those computations from those folks, is that
7 how you came up with the number?
8 A Yes.
9 Q Okay. Mr. Wulf, did you ever direct -- You were in court
10 for all the wires sent by Sutton that you were CC'd on,
11 correct?
12 A Yes, sir.
13 Q Okay. Now did you ever direct Randall Sutton to take
14 money out of Trust IV to be paid for anything other than
15 funeral expenses or insurance?
16 A No.
17 Q Okay. Now to clarify for the Jury: The 18 Counts that
18 involve you, okay, did Trust IV pay funerals? Did Trust IV
19 pay funeral expenses and insurance?
20 A Yes.
21 Q On a daily basis?
22 A Yes.
23 Q How many wires a year came out of Trust IV? Out of.
24 A Six hundred to a thousand.
25 Q Okay. And how many wires did you send out for the other

1 trusts?
2 A Maybe a hundred.
3 Q And how many different bank statements would you get a
4 month?
5 A 18.
6 Q Eighteen different bank statements?
7 A Yes, sir.
8 Q Okay. Did you ever conspire with anyone at NPS to commit
9 fraud?
10 A No.
11 Q And did you ever direct anyone to send money to some
12 illegal purpose out of Trust IV?
13 MR. BIRMINGHAM: Objection; leading, self-serving.
14 THE COURT: Sustained.
15 MR. HOGAN: I have no further questions. Thank you,
16 Your Honor.
17 THE COURT: Mr. Birmingham?
18 MR. BIRMINGHAM: Thank you, Your Honor.
19 CROSS EXAMINATION
20 QUESTIONS BY MR. BIRMINGHAM:
21 MR. BIRMINGHAM: Exhibit 141, please, Beau.
22 Q (By Mr. Birmingham) Mr. Wulf, you were appointed the
23 independent Investment Advisor to prearranged funeral trusts
24 in Missouri, correct?
25 A Yes.

EXHIBIT O

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. S2-4:09-CR-509(JCH)
	)	
DAVID R. WULF,	)	
	)	
Defendant.	)	

TRIAL PROCEEDINGS -- VOLUME XII

BEFORE THE HONORABLE JEAN C. HAMILTON
UNITED STATES DISTRICT JUDGE

AUGUST 21, 2013

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1 Q All right. 436.031 is the statute that governs those
2 trusts, correct?
3 A Yes.
4 MR. BIRMINGHAM: Down to Paragraph 2, Beau.
5 Q (By Mr. Birmingham) About the middle way through, the
6 statute states, "A preneed trust agreement may provide that
7 when the principal and interest in a preneed trust exceeds
8 $250,000, investment decisions regarding the principal and
9 undistributed income may be made by a federally registered or
10 Missouri registered independent, qualified Investment Advisor
11 designated by the seller who established the trust."
12 I read that correctly, correct?
13 A Yes.
14 Q All right. And it says "decisions." That's the word
15 used in the statute.
16 A Yes.
17 Q "Provided that title to all investment assets shall
18 remain with the Trustee and be kept by the trustee to be
19 liquidated upon request of the Advisor of the Seller. In no
20 case shall control of said assets be divested from the
21 trustee, nor shall said assets be placed in any investment
22 which would be beyond the authority of a reasonably prudent
23 trustee to invest in."
24 That is the statutory language that governed your
25 appointment as the independent Investment Advisor.

A Yes, sir.
Q Is that correct?
A Yes, sir.
MR. BIRMINGHAM: Beau, Exhibit 8399.
Q (By Mr. Birmingham) And when we talk about trust statements, these trust statements were sent to you. Your name appears at the bottom of that statement, Dave Wulf; Wulf, Bates & Murphy. That's a question.
A Yes, sir.
Q All right. You see your name --
A Yes, sir.
Q -- on the trust statement?
MR. HOGAN: Your Honor, I'd ask -- I'm going to object to the form. He's making statements, and he's asking questions of the witness.
THE COURT: All right. Ask a question.
Q (By Mr. Birmingham) Sir, do you see at the very top where -- what trust is referenced in the account statement?
A Yes.
Q What trust?
A NPS, Inc., Preneed Trust IV.
Q All right.
A Account No. 22046135300.
Q And then your name appears, Dave Wulf; Wulf, Bates & Murphy, 10 South Brentwood Boulevard, correct?

A Yes, sir.

MR. BIRMINGHAM: 2483.

Q (By Mr. Birmingham) This is a wire transfer out of Trust IV, correct?

A Yes, sir.

Q It's for monthly trust renewals, correct?

A It looks like that, yes, sir.

Q Your name appears on the wire, correct?

A I'm copied on the wire, according to ---

Q Your name appears right there on the wire; "Dave Wulf," correct?

A Yes.

MR. BIRMINGHAM: 2467.

Q (By Mr. Birmingham) Your name appears on this wire dated November 7th, 2007, correct?

A Yes.

Q References the name of the account, "National Prearranged Services, Inc.," correct?

A Yes.

Q That it's coming out of Trust IV.

MR. HOGAN: Objection to the form, Your Honor. Is there a question?

THE COURT: State a question.

Q (By Mr. Birmingham) Sir, does it indicate that it's coming out of Trust IV?

A Yes.

MR. BIRMINGHAM: 2469.

Q (By Mr. Birmingham) What is the date of this wire?

A November 7th, 2007.

Q And from what account is the wire coming out of?

A Trust IV.

Q Your name appears at the top of the wire, correct?

"Randall Sutton, Sandy Wallis, Dave Wulf, Tripp Bates; Wulf, Bates & Murphy." Did I read that accurately?

A Yes, you did.

Q And the amount of the wire is $2,801.79. Is that correct?

A Yes.

Q And down at the bottom it says that's for "Trust IV New Business."

MR. BIRMINGHAM: Could you give me the whole page, Beau?

Q (By Mr. Birmingham) Does it say "Trust IV New Business" --

A Yes.

Q -- down at the bottom?

A Yes, sir.

Q And you were the Investment Advisor, the designated independent Investment Advisor of Trust IV, in November of 2007?

A Yes, sir.
Q And in December of 2007, were you the independent Investment Advisor of Trust IV in December of 2007?
A Yes, sir.
Q January of 2007, were you still the independent Investment Advisor of Trust IV?
A Yes.
Q All right. And February and March, were you also the independent Investment Advisor of Trust IV?
A Of 2007?
Q 2008. January, February of 2008.
A Yes.
Q All right. And you were the independent Investment Advisor of Trust IV when you testified in the Hanover arbitration.
A Yes.
MR. BIRMINGHAM: 2471.
Q (By Mr. Birmingham) The amount of this wire is $70,000. Is that correct? Did I read that accurately? $70,000 wire?
A Yes, sir.
Q And does it, again, indicate that the wire's coming out of Trust IV?
A Yes.
Q Your name appears on the wire.
A Yes.

Q It's going to National Prearranged Services?

Down at the bottom, the name of the account, where does it say it's going?

A National Prearranged Services.

Q And that is the entity where you share office space. Is that correct?

A Yes.

Q All right. And the date of the wire is November 13th, 2007. Is that correct?

A November 13th, 2007, yes.

MR. BIRMINGHAM: 2473.

Q (By Mr. Birmingham) The date of this wire is November 14th, 2007. 2007, is that correct? Is that what it says?

A November 15th?

Q 15th.

A 2007.

Q And what account is it coming out of?

A Trust IV.

Q $50,000 to Bank of America, Dallas, Texas. Is that correct? Is that what it says?

A Yes.

Q And the name on the account: National Prearranged Services Agency.

A Yes.

Q All right. Still containing the name "National

1 Prearranged Services," correct?
2 This is money coming out of Trust IV to National
3 Prearranged Services Agency, correct?
4 A Yes.
5 MR. BIRMINGHAM: 2475.
6 Q (By Mr. Birmingham) Your name appears on this wire,
7 correct? "Dave Wulf"?
8 A Yes, sir.
9 Q The date of the wire again?
10 A November 15th, 2007.
11 Q The amount of the wire?
12 A $4,637.82.
13 Q It indicates at the bottom what it -- what it's for.
14 What does it say?
15 A Lincoln. You mean the name on the account?
16 Q Sure. Lincoln Memorial Life Insurance Company, is that
17 the name on the account?
18 A Name on the account: Lincoln Memorial Life Insurance
19 Company.
20 Q "Trust IV New Business" down at the bottom?
21 A Yes.
22 Q All right. And $2,781.28?
23 MR. HOGAN: Objection to the form, Your Honor.
24 Q (By Mr. Birmingham) Sir, does it say $2,781.28?
25 A Yes.

Q And then also $1,856.54?
A Yes.
Q All right. Now we've gone through these wires, and it took us about five minutes. We were able to identify the name, the amount, what account it's coming out of, and whose names were on the wire. Is that a fair statement?
A Yes.
MR. BIRMINGHAM: 5677. Page 2, please, Beau.
Q (By Mr. Birmingham) You've heard the evidence in this case, sir. You don't dispute that there was fraudulent activity going on with the Illinois insurance applications. You don't dispute that, do you?
A No.
Q All right. The insurance model that was put in place by Randy Sutton, Doug Cassity and Tony Lumpkin, you don't dispute that that was a fraudulent model for purchasing insurance?
A No.
Q "No," you don't dispute that?
A No, I don't dispute that.
MR. HOGAN: Your Honor, I'm going to object here.
THE COURT: You want to step up here?
MR. HOGAN: Yeah.
(The following proceedings were held at sidebar, outside the hearing of the Jury:)
MR. HOGAN: Your Honor, ---

1 THE COURT: Wait till everybody gets up here.
2 MR. HOGAN: I just think you need to clarify for the
3 record. You're saying, "You don't dispute that." We need a
4 timeframe. In other words, he knows now because he's been
5 given all these records, and he sat through a trial. I mean
6 when you say, "You don't dispute that it's a fraudulent
7 thing," are you saying, "When you worked for NPS, did you
8 think it was fraudulent or is it fraudulent now?" I mean
9 would you, please, explain that to the Jury?
10 Your Honor, I'll object to the form of his question.
11 It's highly misleading to the Jury.
12 MR. BIRMINGHAM: Well, it's a recognition of a fact.
13 I mean it's a simple question.
14 THE COURT: I think you can pick that up on Cross --
15 MR. HOGAN: Okay.
16 THE COURT: -- or on Redirect. Excuse me.
17 MR. HOGAN: Okay.
18 (The following proceedings were held within the
19 hearing and presence of the Jury:)
20 THE COURT: Go ahead, Mr. Birmingham.
21 MR. BIRMINGHAM: Thank you, Your Honor.
22 Next page.
23 Q (By Mr. Birmingham) Mr. Wulf, you've heard testimony
24 that the "Down and Delivery" column reflects how much Illinois
25 customers have paid; and in this instance, $284,310.48. That

1 is what you heard through the testimony related to Illinois
2 batches. Is that a fair statement?
3 A I'm not sure I understand.
4 Q The "Down and Delivery" column, that's how much customers
5 paid. You don't dispute that customers paid, based on the
6 evidence that you've heard at trial, $284,310.48 in Illinois?
7 A Based on what I heard at the trial, I don't dispute that.
8 Q And that only $4,062.21 was sent to the insurance
9 company; that's what you've -- that's what you understand
10 based on the evidence that we've all heard.
11 A That's what I've heard in evidence, yes, sir.
12 Q Now you don't know what happened to the Illinois Premium
13 Fund Trust Account money, the money that the customers paid,
14 do you?
15 A No.
16 Q Do you have access to National Prearranged Services'
17 accounts or deposit accounts?
18 A No.
19 Q Did you -- Did you have information regarding what money
20 was paid out of those accounts?
21 A Out of which accounts, sir?
22 Q Illinois Premium Fund Trust Account or the National
23 Prearranged Service accounts.
24 A No, sir.
25 Q All right. And picking up on that point, you have no

1 ideas if money was paid for funerals at any time by National
2 Prearranged Services.
3 A You mean for Illinois?
4 Q I mean for anywhere. I mean you didn't -- you didn't
5 write checks to funeral homes that had provided funerals.
6 A I didn't write checks, no.
7 Q All right. And were you working in the NPS, National
8 Prearranged Services, Accounting Department?
9 A No, sir.
10 Q So you have no idea whether or not money was paid for
11 funerals provided by funeral homes?
12 A I know that the funeral homes were paid, and they have
13 testified to such; that while NPS was in -- before they were
14 bankrupt, that they were all paid on time.
15 Q You heard testimony that they received money, but you
16 don't know whose money was paying for funerals, correct?
17 You don't have information and your testimony is that
18 you don't have information regarding National Prearranged
19 Services accounting and what they paid and what they didn't
20 pay, or do you? Do you have that information?
21 A No. My testimony, what I meant to say was I know that
22 the funeral homes got paid for the funerals.
23 Q I understand that. But you don't know that -- whether or
24 not the circumstances by which they paid, whether it was new
25 customer money paying for funerals or some other part of the

1 scheme.
2 A No, I don't know that.
3 Q Right. Funeral homes receive death claims, but that's
4 not -- that's not NPS paying for funerals. That's NPS
5 providing money to funeral homes that have actually provided
6 the funeral homes -- the funerals.
7 MR. HOGAN: Is that a question, Your Honor?
8 Objection to the form.
9 THE COURT: Restate your question.
10 Q (By Mr. Birmingham) Funeral homes provide funerals, not
11 National Prearranged Services.
12 MR. HOGAN: Objection.
13 Q (By Mr. Birmingham) Is that correct?
14 A Yes.
15 Q All right. Funeral homes -- Funeral homes provide
16 funerals. National Prearranged Services does not provide
17 funeral services as it relates to the funeral homes that we're
18 talking about in relation to these trusts and these Illinois
19 consumers.
20 A I don't ---
21 MR. HOGAN: Objection to the form again, Your Honor.
22 THE COURT: Restate your question.
23 Q (By Mr. Birmingham) Sir, National Prearranged Services
24 sold prearranged funeral contracts. Is that correct?
25 A Yes.

1 Q All right. Funeral homes provide funerals. Is that
2 correct?
3 A Yes.
4 Q All right. The money that was paid by funeral home
5 customers in Illinois was supposed to be placed in insurance.
6 That's your understanding based on the evidence that we've
7 heard.
8 A Yes.
9 Q All right. In Missouri, that money was supposed to be
10 placed and deposited in a prearranged funeral trust. That's
11 correct, isn't it?
12 A That's my understanding.
13 Q All right. In terms of how National Prearranged Services
14 reimbursed funerals who had funeral homes or provided
15 funerals, you do not have information of the National
16 Prearranged Services Accounting Department or do you?
17 A No.
18 Q All right. So the source of any money that may have gone
19 to a funeral home for a funeral, you're unaware of that, at
20 least as it relates to Illinois.
21 A Yes.
22 Q And for Ohio.
23 A I know nothing about Ohio.
24 Q All right.
25 MR. BIRMINGHAM: Two more pages, please, Beau. Next

1 page. Next page.
2 Q (By Mr. Birmingham) You were the independent Investment
3 Advisor of Trust IV, and that's the trust that's identified at
4 the top of this "New Business" batch. Is that correct?
5 A Yes, sir. That looks correct.
6 Q And there's a "Down and Delivery" column reflecting how
7 much customers have paid. Is that correct?
8 A Yes, sir, that's correct.
9 Q All right. And as the independent Investment Advisor of
10 Trust IV, you had made a decision at some point in time to
11 purchase insurance. Is that correct?
12 A Yes, sir.
13 Q All right.
14 MR. BIRMINGHAM: Page down, please. Next page. Next
15 page.
16 Q (By Mr. Birmingham) The "Down and Delivery" money as to
17 this Missouri batch on November 3rd, 2007, is $379,390.56,
18 money that was deposited into the Missouri Prearranged Funeral
19 Trust. Is that correct?
20 A Yes, sir.
21 Q All right. But only $2,781.28 was sent to insurance.
22 A It looks ---
23 Q Is that correct?
24 A Yes, sir.
25 Q All right.

1 MR. BIRMINGHAM: Beau, if you'd keep that one up and
2 show Government's Exhibit 2475.
3 Q (By Mr. Birmingham) That $2,781 figure down at the
4 bottom this wire that your name is on, that's -- that's that
5 amount or that total premium on that "New Business" batch. Is
6 that correct?
7 A It looks like the same amount, yes, sir.
8 Q All right. Except for that $2,781.28, that remaining
9 amount should be in Trust IV. Isn't that correct?
10 A I believe that the amount of money that was paid on the
11 funeral contracts or in the preneed contracts, 80 percent had
12 to go into the trust.
13 Q All right. So at a minimum, 80 percent of that money
14 should be in Trust IV in terms of cash pursuant to the
15 Missouri statute.
16 A That's my understanding, yes.
17 Q And then once the deposits come in, you are the
18 independent Investment Advisor directing the investments of
19 the trust.
20 A Yes.
21 Q All right. And cash is an asset. You would agree with
22 that?
23 A Yes, I would.
24 Q All right. So that amount should remain in trust from --
25 from the time it's deposited, unless it's sent out for an

1 investment purpose. Is that correct?
2 A That amount should go into the trust. Eighty percent of
3 that amount should go into the trust.
4 Q Right. But once it gets into the trust, --
5 A Right.
6 Q -- it should stay there. The statute says that the
7 principal shall remain in trust. Isn't that correct?
8 MR. HOGAN: Objection to form.
9 A The -- The ---
10 Q (By Mr. Birmingham) The deposits, sir.
11 A The deposit should be made into the trust.
12 Q Yes.
13 A It's possible that the money was invested in an
14 investment or invested in other life insurance.
15 Q Other life insurance.
16 A Yes.
17 Q In other words, the money is being held in trust.
18 A Yes.
19 Q It should be a trust asset.
20 A Yes.
21 Q All right.
22 MR. BIRMINGHAM: Last page of that exhibit, Beau.
23 Sorry; the batch exhibit. Keep that one up.
24 Q (By Mr. Birmingham) This is a -- Is this another "Trust
25 IV New Business" batch, sir? Do you see Trust IV identified

1 on the top of this "New Business" batch?
2 A Yes, I do.
3 Q All right. And it's a series of individuals, just eight
4 individuals on this particular batch. Is that the number that
5 you see?
6 A Yes.
7 Q And you -- And you heard testimony at the beginning of
8 this trial from the niece of [redacted]. Do you recall that
9 individual? Do you recall the testimony regarding
10 [redacted], the school teacher?
11 A Not specifically, no.
12 Q A school teacher who had worked and saved over 40 years;
13 taught fifth grade, and prearranged a funeral out in La Plata,
14 Missouri.
15 A I don't remember specifically, no.
16 Q Do you recall this picture of Ms. [redacted]
17 A Yes.
18 Q All right.
19 A I just didn't know her name.
20 Q The school teacher who -- She was hoping to make it to
21 100, and she paid $6,514.89 for her prearranged funeral.
22 A Yes.
23 Q And that -- Those funds were deposited, at least 80
24 percent of them, into the trust that you were the independent
25 Investment Advisor for.

1 A Yes.
2 Q And those funds were to be kept and held pursuant to the
3 trust agreement that governed the trust. Is that correct?
4 A That's correct.
5 Q And you accepted the appointment as the independent
6 Investment Advisor of the trust.
7 A Yes.
8 Q And as the independent Investment Advisor of the trust,
9 you owed a duty to Ms. Hawkins. Isn't that correct?
10 A Yes.
11 Q All right. You owed a duty to her to protect her
12 principal, the money that she paid and deposited into trust.
13 Is that correct?
14 A I owed a duty to all of the people fiduciary in the trust
15 and also to NPS, yes. It was a dual fiduciary responsibility.
16 Q You don't dispute that you had a fiduciary responsibility
17 to all the individual customers of the prearranged funeral
18 trust for which you were designated as the independent
19 Investment Advisor.
20 A I had a fiduciary duty to invest their monies in life
21 insurance.
22 Q You had a fiduciary duty to simply invest their money in
23 insurance or a general fiduciary duty to protect the
24 principal?
25 A I think when you invest in life insurance, it protects

1 the principal.
2 Q All right.
3 MR. BIRMINGHAM: 7743.
4 Q (By Mr. Birmingham) The surrender of life insurance,
5 that doesn't protect the principal. Isn't that correct?
6 You've lost the insurance. Isn't that correct?
7 A Depends on if it's immediately replaced with another
8 policy.
9 Q The surrendered policy is gone.
10 A The surrendered policy is not necessarily gone if it's
11 converted into paid-up insurance. It's not gone.
12 Q A whole life policy that is surrendered and has been
13 terminated -- You heard the testimony of Danny Saenz from the
14 Texas Department of Insurance, correct? You heard his
15 testimony, sir?
16 A I heard him testify, yes.
17 Q And he talked to the Jury about what a surrender is. Do
18 you recall that testimony?
19 A Yes.
20 Q And that a surrendered policy doesn't exist anymore.
21 That surrendered policy is gone. It's terminated.
22 A My understanding was if it was converted into paid-up
23 insurance, it was not gone.
24 Q And that you are -- you are a licensed insurance agent.
25 A Yes.

1 Q So you understand insurance.
2 A I understand some things about insurance, yes.
3 Q All right. And the terminology "surrender" is a
4 terminology that's common in the insurance world. Isn't that
5 correct?
6 A I think the terminology in "surrender," if it's converted
7 into paid-up -- paid-up insurance, it's not worthless.
8 Q Converted into -- from a whole life insurance policy into
9 a term life policy? Is that what you're talking about?
10 A No. Using the cash value in the policy for paid-up
11 insurance.
12 Q So if we're talking about simply surrendering a policy
13 and not converting it into anything else, if the policy is
14 surrendered, there is no more policy. There is no coverage.
15 There is no death benefit. Is that correct?
16 A If the policy is just simply surrendered, that's my
17 understanding. There is nothing -- nothing left.
18 MR. BIRMINGHAM: 7759.
19 Q (By Mr. Birmingham) And you don't dispute that in
20 September of 2007, approximately 56,000 insurance policies,
21 whole life insurance policies were surrendered out of Trust
22 IV.
23 A My understanding was that the policies -- all the
24 policies that were left that had cash value were converted
25 into paid-up insurance. And then immediately thereafter they

1 were replaced by term, yes.
2 Q All the policies that were in Trust IV were -- the whole
3 life policies that you purchased as the independent Investment
4 Advisor were surrendered with the last surrender coming in
5 September of 2007. They were surrendered; just that
6 particular part. We can talk about conversion and term and
7 all that. All the whole life policies that were purchased,
8 these are the last remaining whole life policies owned by the
9 trust, and they were surrendered while you were the
10 independent Investment Advisor. You don't dispute that fact,
11 do you?
12 A No.
13 Q All right. So all the whole life policies that were
14 purchased in Trust IV from 1994 all the way through September
15 of 2007 as investments of Trust IV, as of September of 2007,
16 all those assets were gone. You don't dispute that fact.
17 A All those assets were not gone.
18 Q All the whole life policies that were purchased, whole
19 life policies -- Every policy has a policy number. Isn't that
20 correct, sir?
21 A I believe it's correct, yes.
22 Q All right. So individual policies were purchased for
23 Trust IV.
24 A Yes.
25 Q All right.

1 A But some of these policies had cash values.
2 Q In terms of the actual policies, in terms of policies
3 that would pay death benefits, and we can talk about the very,
4 very small cash value that these policies had when you decided
5 to surrender them. But the policies themselves from 1994 all
6 the way through 2007, all the assets that you purchased as the
7 independent Investment Advisor of Trust IV ceased to exist
8 with this final surrender. "Yes" or "no"?
9 A The cash values remained.
10 Q The policies did not remain.
11 A The policies did not remain.
12 Q All right. And that was true for every single whole life
13 policy that you purchased as an investment of Trust IV.
14 A The policies were surrendered.
15 Q A whole life policy purchased generates a commission
16 payment typically.
17 MR. HOGAN: Objection to form, Your Honor.
18 THE COURT: State a question.
19 Q (By Mr. Birmingham) Based on your training as an
20 insurance agent, the purchase of a whole life policy, does
21 that generate a commission payment?
22 A Generally, yes.
23 Q To an agent?
24 A Yes, generally.
25 Q All right. So the purchase of a whole life insurance

1 policy from Lincoln Memorial Life Insurance Company as to all
2 these policies that were purchased over the course of -- from
3 1994 to 2007 generated a commission as far as you know?
4 A No, not as far as I know. I did not know that the
5 policies generated a commission.
6 Q Whole life policies -- You say you billed Lincoln
7 Memorial Life Insurance Company. You worked for Lincoln
8 Memorial Life Insurance Company. You did work for their bond
9 portfolio.
10 A Yes.
11 Q And you were a licensed insurance agent.
12 A Yes.
13 Q All right. And these policies typically -- whole life
14 policies were originally purchased for the Trust IV.
15 A Yes.
16 Q All right. And the information regarding commissions,
17 you understand that generally whole life insurance policies
18 generate commissions.
19 A Generally whole life policies generate commissions, yes,
20 sir.
21 Q And you don't have any reason to believe that the whole
22 life policies didn't generate commissions in these instances.
23 A I did not know that these whole life policies generated
24 any commissions to anyone.
25 Q But you didn't have any reason to believe otherwise. Is

1 that a fair statement?
2 MR. HOGAN: Objection, Your Honor. Argumentative as
3 to its form.
4 THE COURT: Overruled.
5 Q (By Mr. Birmingham) You didn't have any reason to
6 believe otherwise that the purchase of these whole life
7 policies generated a cash payment, a commission.
8 A I did not have any reason to believe otherwise, and I did
9 not have any reason to believe that they did.
10 Q Other than the fact that whole life -- the purchase of
11 whole life insurance in the insurance industry generally
12 typically generates a commission.
13 A I've already said that it generally typically generates a
14 commission.
15 Q And was it your practice to surrender whole life
16 insurance policies shortly after they were purchased?
17 Sometimes within months of them being purchased?
18 A Was it a general practice? No.
19 Q All right. Did it happen?
20 A It apparently did happen, yes.
21 Q All right. And in 2004, you testified in an arbitration
22 or in 2008 you testified in an arbitration regarding mass
23 surrenders of whole life insurance policies owned by Trust IV
24 that were purchased between a period of 2000 and 2004. Do you
25 recall that arbitration testimony?

1 A I don't recall it exactly, no, but I do recall testifying
2 in 2004 -- '8.
3 Q 2008 regarding one of the first mass surrenders of whole
4 life insurance policies purchased as an investment of Trust
5 IV.
6 MR. HOGAN: Objection, Your Honor. Asked and
7 answered. He said he don't ---
8 THE COURT: Overruled.
9 A I'm sorry, sir.
10 Q (By Mr. Birmingham) You testified in 2008 about the mass
11 surrenders of whole life policies back in late 2004, early
12 2005; one of the first mass surrenders of Trust IV policies.
13 A I did testify, yes.
14 Q All right. And in the interim, between the time of that
15 mass surrender in 2004 and 2005, there were other mass
16 surrenders that were not discussed in that arbitration but you
17 knew had occurred.
18 A I knew that mass surrenders had occurred, yes.
19 Q All right. Mass surrenders of policies owned by the
20 trustee in their capacity as the trustee of Trust IV and other
21 trusts. You understood that.
22 MR. HOGAN: Objection to form, Your Honor.
23 THE COURT: Yeah. Please state a question,
24 Mr. Birmingham.
25 Q (By Mr. Birmingham) You understood -- Well, let me put

1 it to you this way: Trust IV policies that were purchased
2 after December of 2004, early 2005, they were surrendered as
3 well. Isn't that correct?
4 A That's my understanding, yes.
5 Q All right. And it's your understanding because you were
6 the independent Investment Advisor of the trust. Isn't that
7 correct?
8 A That's my understanding, yes.
9 Q The decision to surrender whole life policies, to
10 purchase them and then surrender them, that was your decision.
11 Isn't that correct?
12 A Yes, it is correct.
13 Q All right. And that decision, the first -- the first of
14 those instances that were examined was a whole life mass -- a
15 surrender of whole life policies back in 2004 and 2005.
16 That's -- That was the subject of the Hanover arbitration.
17 A That's my memory, yes.
18 Q And before you actually testified in the Hanover
19 arbitration, you had actually directed the surrender of
20 thousands, tens of thousands and more of whole life surrenders
21 between December of 2004 and September of 2007. Isn't that
22 correct?
23 A I would call it a replacement.
24 Q First, there's the surrenders. I understand you want to
25 talk about replacements, and we will talk about the

1 replacements. But the whole life policies that you purchased,
2 you also surrendered them. Isn't that correct?
3 A The whole life policies that were purchased were also
4 surrendered, yes.
5 Q And that was your decision.
6 A That was my decision.
7 Q So even though it says that there's a direction coming
8 from Randy Sutton in this e-mail, the decision to surrender
9 the whole life policies that were owned by the trust was your
10 decision.
11 A Yes.
12 Q All right. Simply seeing Randy Sutton's name on an
13 e-mail doesn't mean that it was his decision. Isn't that
14 correct?
15 A Simply seeing his name on an e-mail does not mean that he
16 made a decision, no.
17 Q In fact, this was -- Even though your name doesn't appear
18 on this e-mail, that decision was yours.
19 A Yes.
20 MR. BIRMINGHAM: Exhibit 7755.
21 Q (By Mr. Birmingham) As a result of that surrender in
22 late -- or in August, September of 2007, there was a cash
23 payout to the trust. Isn't that correct?
24 A Yes.
25 Q All right. But it was reduced by the amount of the

1 policy loans that you had authorized and taken against those
2 policies over the course of the years. Isn't that correct?
3 A The policy loans were taken over the years, that is
4 correct.
5 Q You decided to take the policy loans. That was the
6 testimony in your Hanover arbitration. The decision to take
7 policy loans to pay the debts and pay renewal premiums was
8 yours as the independent Investment Advisor. Isn't that
9 correct?
10 A The decision to use the policy loans to pay other
11 premiums into the trust was mine.
12 Q The decision to take policy loans against the whole life
13 policies you purchased was yours.
14 A Yes.
15 MR. HOGAN: Objection; asked and answered.
16 THE COURT: Overruled.
17 Q (By Mr. Birmingham) And in this instance, the last
18 remaining whole life policies owned by the trust, which had a
19 face value of 27 -- well, no -- a surrender value of
20 $27,304,527.05, that's not what the trust received when those
21 whole life policies were surrendered, is it?
22 A I -- I can't tell just by looking at this.
23 Q Surrenders -- Does it say, Surrenders, ordinary life,
24 $27,304,527.05?
25 A This is the first time I've seen this wire transfer. I'm

1 just trying to make sure I know what I'm saying.
2 Q All right. You're aware that policy loans had been
3 taken. Is it -- Is it the case that you had no idea how much
4 in policy loans were owed against the policies that you
5 decided to surrender as an investment decision?
6 A What I'm saying is that this particular wire transfer ---
7 Q Answer my question. Is your -- Is your ---
8 MR. HOGAN: Objection, Your Honor.
9 THE COURT: Just a second. Restate your question.
10 Q (By Mr. Birmingham) Is it your testimony that -- You're
11 saying you're seeing this wire for the first time. At the
12 time that you decided to surrender fifty some odd thousand
13 whole life insurance policies, is it your testimony to this
14 Jury that you had no idea how much in policy loans had been
15 taken against those policies at that time? You didn't keep
16 track of it?
17 A The -- The tracking on the policy loans was kept by
18 Lincoln and NPS, and I did not know the exact number, no.
19 Q You're the independent Investment Advisor of the trust,
20 and you're deciding to take the policy loans. That's
21 correct; --
22 A Yes.
23 Q -- "yes"?
24 A Yes, sir.
25 Q But you, as the independent Investment Advisor, are not

1 keeping track of how much these policies have become
2 encumbered?
3 A The -- The policy loans would be paid off as funerals
4 were paid, and the offsets would be adjusted against the
5 surrender. And I would have to rely on the insurance company
6 and NPS to let me know what that was.
7 Q Policy loans were repaid with new customer deposits. Is
8 that your testimony to this Jury?
9 That you and NPS would go out and seek new customer
10 money to pay off the policy loans against these policies?
11 MR. HOGAN: Objection; that's argumentative,
12 Your Honor. This is testimony.
13 THE COURT: Overruled. Overruled. Go ahead.
14 A I'm sorry, sir.
15 Q (By Mr. Birmingham) Is it your testimony that policy
16 loans -- as a practice, National Prearranged Services and
17 yourself sought out new customer money in order to pay down
18 policy loans in order for a death benefit to be paid?
19 A No.
20 Q All right. The policy loans were being paid out of Trust
21 IV. Is that your testimony?
22 Policy loans were paid down out of Trust IV in order
23 to generate the appropriate death benefit?
24 A Policy loans would be paid from Lincoln Memorial to Trust
25 IV.

1 Q Yes. Policy loans were taken against whole life policies
2 owned by the trust and paid -- money was paid into Trust IV.
3 You're aware of that practice.
4 A Yes.
5 Q I'm asking you -- You brought up the fact that
6 individuals who had died and there was a policy owned by the
7 trust to cover that individual's funeral, those policies often
8 had policy loans against them, correct?
9 A Yes.
10 Q All right. And the way that those policies were being
11 paid is how?
12 In other words, how was the money being -- How were
13 these loans being paid off? Are you paying them off?
14 A The remaining amount of insurance would go back into the
15 trust. The trust would pay NPS for whatever the remaining
16 balance was, and NPS would make up the difference when it paid
17 the funeral.
18 Q So in other words, the trust, which is containing --
19 which is receiving the deposits of new customers, new
20 customers are paying off the policy loans that were taken
21 against these whole life insurance policies. That is your
22 understanding of how Trust IV worked.
23 A I -- I don't know the answer to that one.
24 Q You don't know how -- You knew -- Your decision was to
25 take policy loans against these whole life policies, but you

1 do not know how they were repaid?
2 A They were repaid in various ways from the trust. And
3 when the policy would -- When the -- When the death would
4 occur, then whatever amount of policy loan that there was that
5 was below what the funeral would have been was paid by NPS.
6 Q So at the time of death, there wasn't a value in the
7 policy to pay for the funeral. In other words, at the time of
8 the death, the policy was encumbered, correct?
9 And by "encumbered," I mean it had a loan against it.
10 A Some of the policies did, yes.
11 Q So the whole purpose that you testified to to make sure
12 the trust had sufficient assets, that when someone died, there
13 would be a policy to pay for that funeral, that wasn't going
14 on at all. At the time of death, the policies weren't
15 sufficient to pay for funerals. Isn't that correct?
16 A Sometimes that would be correct, and it would be covered.
17 Q So your testimony is ---
18 MR. HOGAN: Objection, Your Honor. Allow him to
19 answer the question before he asks a question.
20 THE COURT: Overruled.
21 Q (By Mr. Birmingham) So your testimony is when you
22 testified and said that your one job was to make sure that
23 death benefits were in the trust sufficient to cover the
24 liabilities, you failed in that one job. Isn't that correct?
25 A The deficiencies were covered with the term insurance.

1 Q Well, we're going to talk about term insurance. But in
2 terms of the policy loans, it was your decision to take those
3 policy loans, correct?
4 A Yes.
5 Q But you used new customer money to pay off those loans.
6 That's the only reason the funerals got paid. Isn't that
7 correct?
8 A I -- I don't know the answer to that.
9 Q You don't know the answer as to how policy loans were
10 paid off, but you just know that you took them. Is that
11 correct?
12 A Policy loans were -- were used to pay premiums and
13 funerals.
14 Q Policy loans taken against whole life insurance policies,
15 cash that should have been sent to the insurance company, to
16 the extent that it was, you authorized taking the money out of
17 the policies. That's your testimony, correct?
18 A My testimony is that the policy loans were used to pay
19 for premiums and funerals.
20 Q Policy loans were used to pay for premiums. Is that your
21 testimony?
22 A Part of it, yes.
23 Q All right. Customers were depositing money into the
24 trust. Isn't that correct?
25 Money was being deposited from the customers,

1 correct?
2 A Yes.
3 Q All right. In other words, there was money available to
4 pay for premiums on whole life insurance policies because the
5 trust was receiving customer deposits, correct?
6 A There -- There -- When the mass surrender occurred, if --
7 if the policy loans had not been okayed from Texas, there
8 would not have been enough money to pay for the premiums on
9 the whole life, all of the premiums.
10 Q Policy loans aren't okayed in Texas. The individual
11 owner of the policy is the only entity that has a right to
12 take a policy loan. Isn't that correct?
13 A The owner has a right to take a policy loan.
14 Q That's right. And you were acting in that capacity, and
15 you were the one that decided to take the policy loans. Isn't
16 that your testimony?
17 A That is my testimony, yes, sir.
18 Q And your testimony is, as far as I understand it, the way
19 that those policy loans were repaid was with new customer
20 money and the practice of surrendering those whole life
21 policies in other instances.
22 MR. HOGAN: Objection, Your Honor. This has been
23 asked and answered three times.
24 THE COURT: Overruled.
25 MR. HOGAN: This is the third time.

1 A Can you restate the question?
2 Q (By Mr. Birmingham) I'm listening to your testimony,
3 sir, and what I'm hearing is that you decided to take policy
4 loans, policy loans that reduced the death benefits available
5 on those policies. Isn't that correct? That's your
6 testimony?
7 A My testimony is that the policy loans were used to pay
8 premiums and funerals.
9 Q Policy loans taken have to be repaid. And my question to
10 you, sir: Is it your testimony that policy loans that were
11 taken were repaid either by new customers' money or by the
12 practice of mass surrenders? That's how policy loans got
13 paid?
14 MR. HOGAN: Objection. Asked and answered for the
15 fourth time, Your Honor.
16 THE COURT: Overruled.
17 A The -- The policy loans taken were used to pay for
18 premiums and funerals. And when there would be a deficiency
19 in the policy for whatever NPS had arranged a funeral with a
20 funeral home, NPS would make up that policy loan.
21 Q NPS?
22 A Yes.
23 Q NPS is making up the policy loan or Trust IV is paying
24 it?
25 A NPS.

1 Q If you surrender a whole life policy and that
2 extinguishes the policy loan, that is the trust's property,
3 not NPS' property, correct?
4 A When -- When ---
5 Q Is that correct?
6 A I'm sorry.
7 Q A policy -- A whole life policy owned by the trust, that
8 is the trust property, not National Prearranged Services'
9 property, correct?
10 A It is the trust's property. But from a precedent
11 standpoint and the way in which -- The fact that there were
12 policy loans taken at all in the first place, because they're
13 not -- They can't be taken if the individual is the owner. So
14 way back when Bob Lock was there and there were policy loans,
15 that -- that policy loan process continued.
16 Q So way back when Bob Lock was there, you're saying that
17 from 1994 through 2007, the practice of the independent
18 Investment Advisor was to buy whole life insurance policies
19 that we believe could have generated a commission, only to
20 turn around and surrender those policies or to pay off those
21 policies with new customer money. Is that your testimony?
22 A I said nothing about believing that commissions were
23 generated. I've said many times that I did not know.
24 Q Well then, let's talk about what you do know. You do
25 know about policy loans, whole life policies, policy loans

1 taken against them.
2 A I -- I -- I do know about policy loans, yes.
3 Q And those policy loans were used to pay renewal premiums
4 that the trust couldn't otherwise pay.
5 A Those policy loans were taken to repay premiums or to pay
6 premiums and funeral expenses.
7 Q Well, pay premiums? Pay premiums?
8 A Pay premiums and funeral expenses.
9 Q Policy loans. So if -- You're saying there's an active
10 policy, and that's why I want to make sure we're clear on
11 this. Policy loans are taken against people who are living,
12 their policies, in order to pay for funerals of people who
13 have died. That's a Ponzi scheme, sir.
14 A That's not what I'm saying.
15 Q You need new customer money, new policies to take loans
16 against. Otherwise, those policy loans on the people who have
17 died don't get repaid.
18 MR. HOGAN: Objection; argumentative, Your Honor.
19 Q (By Mr. Birmingham) Isn't that correct?
20 THE COURT: Overruled.
21 A My understanding is that the policy loans were used to
22 pay premiums on -- on insurance, and all of the insurance is
23 not paid-up insurance. There are many premiums coming in over
24 time for a lot of these policies. And so all of the policies
25 are not paid-up policies.

1 Q Specifically as to policy loans.
2 A As to ---
3 Q I understand your testimony as to why policy loans were
4 taken, and we'll get into that. But in terms of how they were
5 repaid, the repayment included either surrendering the
6 policy -- That would extinguish the policy loan, correct?
7 A Surrendering the policy would extinguish the policy loan,
8 yes, and the policy.
9 Q Or in instances where someone died and there was a policy
10 loan against the policy that was supposed to pay for their
11 funeral, money out of Trust IV would need to be sent to repay
12 that. Otherwise, the death benefit would be reduced by the
13 policy loan. Isn't that your testimony?
14 A My testimony is that when the reduced payment of
15 insurance came in to Trust IV, Trust IV would then forward the
16 amount of the reduced payment to NPS, and NPS would cover
17 whatever the difference was when they paid the funeral.
18 Q So Trust IV wasn't paying for funerals.
19 A Trust IV ---
20 Q You're saying National Prearranged Services is the
21 entity; the entity that was receiving customer deposits.
22 That's your -- That was just your testimony; that the Trust IV
23 was not paying for funerals; that National Prearranged
24 Services was using new customer money to pay for funerals.
25 A That's not what I testified.

1 MR. HOGAN: Objection; argumentative, Your Honor.
2 THE COURT: Overruled.
3 A What I said was if the money that came into Trust IV was
4 not sufficient to pay for the funeral, for example, if it was
5 4000 that came in and there was a $6000 funeral that was to be
6 paid for, the 4000 would go to NPS, and NPS would make up the
7 difference between the $6000 funeral and the $4000 that came
8 in.
9 Q I understand how growth works. I'm talking about the
10 actual principal in the trust. That was your responsibility,
11 the policies that were owned by the trust. I'm asking you
12 about the policy loans that you took against them. And in
13 terms of those being repaid, do you have an explanation of how
14 policies owned by the trust were repaid, absent surrenders or
15 taking new customer deposits to pay those policy loans?
16 Do you have any explanation other than those two
17 facts?
18 A I'm not sure I know what the question is anymore.
19 Q The question is very simple. The one primary investment
20 of the trust, whole life insurance policies, you authorized
21 policy loans.
22 A Yes, sir.
23 Q My question to you is: If those policies reduced the
24 death -- the loans reduced the death benefit, then there isn't
25 sufficient money to pay for a funeral automatically. You've

1 taken down the value of the policy.
2 A It depends on a lot of factors. You're ---
3 Q It doesn't. It doesn't.
4 A It does.
5 Q If it has -- If it's a $5000 whole life ---
6 THE COURT: Mr. Birmingham, ask a question.
7 Q (By Mr. Birmingham) If it's a $5000 whole life insurance
8 policy and there's a $4000 policy loan against it, what would
9 be the death benefit at the time of death if that policy loan
10 isn't paid?
11 A In the example you just gave, the death benefit would be
12 $1000.
13 Q Policy loans were taken against these whole life
14 policies. They were extinguished one of two ways: Payment
15 through surrenders where you give up the policy or new
16 customer money. Isn't that correct?
17 A The policy loans could also be extinguished when there
18 was a death, and NPS would make up the difference.
19 Q That's outside the trust, sir. I'm not talking about the
20 world outside the trust. I'm talking about the trust owned
21 policies that you were the independent Investment Advisor for.
22 The policy loans came into trust. They went out of trust for
23 various reasons. How did the trust ---
24 MR. HOGAN: Objection as to form, Your Honor.
25 Mr. Birmingham is testifying in front of the Jury. He's not

1 asking questions.
2 THE COURT: Overruled, Mr. Hogan.
3 Go ahead and ask a question.
4 Q (By Mr. Birmingham) How did the trust itself extinguish
5 those policy loans or did it?
6 A How did the trust extinguish the policy loans?
7 Q In other words, I'm -- I'm not talking about the world
8 outside the trust. The trust owned insurance policies. They
9 had value. You're the Investment Advisor, and you were
10 directing the purchase of these policies. You were directing
11 money being sent to the insurance company for these policies.
12 You took policy loans against them. How were these policy
13 loans being repaid from the trust?
14 A They were being repaid essentially by when the funeral
15 would happen and the deficit amount of the insurance policy
16 coming into the trust, they would only take the lower amount
17 out of the trust and pay for the higher amount of the funeral.
18 Q So in other words, something other than what the customer
19 deposited was coming out of trust because of these policy
20 loans.
21 A I didn't say that.
22 Q It was a lower amount.
23 A I said they essentially were paid the funeral for the
24 customer. The funeral was paid.
25 Q By National Prearranged Services.

1 A By National Prearranged Services.
2 Q Not the trust.
3 A Partial -- Part of it was paid by the trust.
4 Q The part that wasn't eaten up by policy loans.
5 A Part of it was paid by the trust and part of it was paid
6 by NPS. That's my understanding.
7 Q And part of it is paid by NPS, the entity that's
8 receiving all the new customer money that we just talked
9 about, the "Down and Delivery."
10 A I'm sorry. What is the question?
11 THE COURT: Ask a question, Mr. Birmingham.
12 Q (By Mr. Birmingham) The new customer money, that's what
13 NPS receives. I'm asking you. You said that you were in
14 charge. Your one mission was to make sure that the policies
15 held in the trust were sufficient to cover the death benefit.
16 Now your testimony is: Well, no. The trust wasn't going to
17 cover the death benefit. NPS was. Isn't that your testimony
18 now?
19 A I -- I explained what your question was when you --
20 whatever the question was because I've lost what exactly the
21 question is.
22 Q All right.
23 A And I ---
24 Q Let me -- Let me -- Let me help you out.
25 A Okay.

1 Q And then we can go on to surrenders a little bit more.
2 It was your decision to take policy loans against the
3 whole life insurance policies, correct?
4 And as it relates to your testimony today, do you
5 have an adequate explanation as to how the trust repaid loans
6 that were taken against them as the owner of the policy?
7 It was their job -- The policies were owned by the
8 trust.
9 MR. HOGAN: Objection as to form, Your Honor. This
10 is testimony. It's not a question.
11 THE COURT: Overruled.
12 Q (By Mr. Birmingham) Did the trust repay the policy
13 loans?
14 A Did the trust repay policy loans?
15 Q It took them. Did it repay them?
16 A Yes.
17 Q And it repaid them through surrenders, correct?
18 A It's my understanding that some of them were repaid by
19 surrenders, yes.
20 Q Not your understanding. You made the decision to
21 surrender those policies.
22 A It's my understanding that some of the policy loans were
23 repaid; all of the policy loans when they were surrendered,
24 yes.
25 Q That's right. All the policy loans were repaid not by

1 any entity other than the fact that you decided to just
2 terminate the policies.
3 A And replace them.
4 Q Replace them with term insurance.
5 A That is correct.
6 Q That was your practice. Your decision was to buy a whole
7 life insurance policy, take a loan against it, surrender it,
8 and then replace it with term insurance. That was the
9 Investment Advisor directed purchase of insurance --
10 A No.
11 Q -- in Trust IV?
12 A The term insurance was directed by me when they had more
13 liabilities than they could cover with the money in the trust
14 for premiums in whole life insurance.
15 Q "They" being?
16 A The trust.
17 Q So the trust didn't have -- Even though it received all
18 these customer deposits, you heard Special Agent Travis Ardrey
19 talk about the tens, the millions of dollars that were placed
20 and deposited in your care into Trust IV.
21 A Yes.
22 Q And your testimony is that money was all gone, and the
23 only solution was to surrender whole life policies and replace
24 them with term. That's your testimony.
25 A That money was not all gone. It had been used to

1 purchase funerals for a very long time. And the money that
2 would be used to buy insurance, whole life, there was not a
3 sufficient amount of money in the trust to pay for all the
4 premiums. So the only decision that I saw was to buy term.
5 Q All right. The decision to buy term was driven by the
6 fact that the trust had no money. Isn't that correct?
7 A It had money, but it didn't have enough money to pay the
8 premiums on the whole life insurance.
9 Q It didn't have enough money to pay the premiums on the
10 policies that were going to provide the death benefits.
11 A It didn't have enough money to pay the premiums on the
12 whole life policies that it had.
13 Q Right. And you reviewed all the wires coming in and out
14 of Trust IV.
15 A I went over the wires coming in and out of Trust IV,
16 although not very well sometimes.
17 Q As to this Exhibit 7755, the surrender -- If policy loans
18 hadn't been taken, the trust would have had $27,304,527.05 at
19 least as to those policies in October of 2007. Isn't that
20 correct? Isn't that what this is saying?
21 A That's what it looks like, yes, sir.
22 Q All right. And the policy loans that you requested,
23 directed, reduced what was paid back to trust. Instead of 27
24 million, roughly three-and-a-half million. Isn't that
25 correct?

1 A That's what it looks like, yes, sir.
2 Q And that represents the very last of the whole life
3 insurance policies that the trust owned, correct?
4 A Yes.
5 Q All right. And then it was your decision to purchase
6 renewable term insurance. "Yes"?
7 A Yes.
8 Q Which means that it has to be paid, a renew -- renew the
9 premium; a new premium needs to be paid for all these
10 policies.
11 A Yes.
12 Q All the policies in Trust IV for all the people who are
13 still living and who had paid their money, deposited it into
14 trust, into your care for their funerals. Isn't that true?
15 A I'm sorry. I forgot the question.
16 Q The policies -- The policies that are remaining in trust
17 are monthly renewable term insurance. They have to be paid --
18 A premium has to be paid every month in order for that death
19 benefit to stay for the customer. Isn't that correct? Right?
20 A Yes, it has to be paid every month.
21 Q All right. But there's very little coming out of the
22 cash surrender on these policies because of the practice of
23 taking policy loans. Isn't that correct?
24 A Yes, that is correct.
25 Q All right. So after a while, if you don't have new

1 customer money, there is no renewable term because you have to
2 renew it. You have to pay the premium. Isn't that correct?
3 A It would depend on how long the money coming into the
4 trust -- what type of payment plan that it was. In other
5 words, there would be perhaps a line of 20 years' worth of
6 premiums that are going to continue to be paid into that
7 trust.
8 Q That's right. From new customers.
9 A From perhaps present customers.
10 Q Most -- Most were single pay. Most instances ---
11 A Most were not single pay.
12 Q Oh, you know about the actual practice ---
13 A I remember ---
14 Q Let me finish the question.
15 MR. HOGAN: Your Honor, may the witness finish the
16 answer?
17 THE COURT: Just a second. Just state your question.
18 Q (By Mr. Birmingham) You had testified earlier that you
19 didn't have any knowledge of how customers and National
20 Prearranged Services did their business. Are you saying
21 something different now?
22 A I am saying that after watching the Government's
23 evidence, I can tell you that from your own Government
24 evidence, in 2006, for example, only 30 percent of the people
25 that were buying policies paid -- paid up. The other 70

1 percent -- And every time I read that, because I was watching
2 the Government, that's the first time I knew about that.
3 Q Yeah.
4 A So -- But what I'm saying is, yes, I know it now because
5 I was paying attention.
6 Q You were paying attention now.
7 A I was paying attention to your exhibits.
8 Q All right. So you weren't paying attention back in 2006.
9 A That's -- That's not what I said.
10 Q In 2006, there's two columns, two categories; the
11 Missouri Counselor Program which we heard about and the
12 Missouri Advantage Program. Did you notice both of those
13 columns, "MOA" and "MO"?
14 Did you notice that there was two separate Missouri
15 columns?
16 A Yes, I did.
17 Q All right. And is it your testimony that in 2006,
18 Missouri Advantage customers, the majority of them weren't
19 paying single pay?
20 A I think that the Missouri Advantage Program was an
21 absolute disaster for the trusts and NPS.
22 Q Money being paid for a prearranged funeral, with those
23 deposits being placed into trust, was an absolute disaster.
24 That's your testimony. As the independent Investment Advisor
25 of the trust, that's your testimony; that money being paid by

1 these customers was an absolute disaster.
2 A I did not know that the Missouri Advantage Program or the
3 Advantage Program even existed until after the bankruptcy.
4 Q Does it matter where it came from in terms of the
5 deposits that you were responsible for?
6 A I think -- Well, you're trying to make out like they put
7 a hundred percent of their money in there, and that's not what
8 happened. They essentially took -- They gave the funeral home
9 operators 20 percent. They took 20 percent themselves.
10 Q "They" being who?
11 MR. HOGAN: Objection, Your Honor. I'd ask that the
12 witness be allowed to finish his answer.
13 THE COURT: Overruled.
14 A On the Advantage Program, from what I know now because I
15 didn't know it then, what they did was essentially pay the
16 funeral homes themselves 20 percent to start with these
17 rollovers. They paid them 20 percent. And then they
18 proceeded to pay themselves ---
19 Q Are you talking about rollovers now?
20 A Yes. That's the Advantage Program. That's what you were
21 asking about, --
22 Q No.
23 A -- on the Advantage Program.
24 Q No. We're talking about new customer sales, National
25 Prearranged Services, either through the Advantage Program or

1 the Counselor Program. Rollovers is something completely
2 separate. You understand that.
3 A I thought the rollover ---
4 Q You're not -- You're not trying to confuse this issue.
5 MR. HOGAN: Your Honor, objection.
6 THE COURT: Ask a question.
7 MR. HOGAN: Let the witness answer his question.
8 THE COURT: All right. Overruled, Mr. Hogan. Just
9 ask a question.
10 Q (By Mr. Birmingham) Are you talking now about -- You
11 said you were paying attention. Were you talking about
12 rollovers or the NPS Advantage Program?
13 A It's my understanding -- It's my understanding that the
14 rollovers came out of the Advantage Program, yes. And -- And
15 I did not know anything about the Advantage Program at the
16 time before the bankruptcy. I only found out afterwards.
17 Q All right. And now that you're paying attention, you
18 want to ---
19 MR. HOGAN: Objection; argumentative, the form of
20 that, Your Honor.
21 THE COURT: Sustained.
22 MR. HOGAN: That's an insult. It's not a question.
23 THE COURT: Please ask a direct question.
24 Q (By Mr. Birmingham) Sir, customer deposits -- National
25 Prearranged Services sold prearranged funerals, correct?

1 A Yes.
2 Q And you heard testimony regarding the Counselor Program.
3 In other words, the person that knocks -- knocks against the
4 door --
5 A Yes.
6 Q -- and sells it.
7 A Yes, I did.
8 Q And then you heard from Roxanne Schnieders and you heard
9 from others, Kim Rulo, people that signed up funeral homes to
10 sell the Advantage Program; in other words, where the
11 individual would walk into the funeral home and prearrange
12 their funeral and only deal with the funeral home. You
13 understood that testimony.
14 A Well then, it's possible that I'm confused on the
15 Advantage Program because I thought the Advantage Program was
16 the rollover program.
17 Q We're going to talk about rollovers, but I'm talking
18 about just simply new business.
19 A I did not know anything about the Advantage Program until
20 after I watched your presentation.
21 Q But you knew that customer monies were being deposited
22 into trusts.
23 A I did know that, yes.
24 MR. BIRMINGHAM: Government's Exhibit 8396, please,
25 Beau. On that statement, Beau, if you could go to Page 10.

1 Let's see. One more page, please.
2 Q (By Mr. Birmingham) October 29th, 2007, do you see that
3 entry, the first entry?
4 A I do, yes, sir.
5 Q And what does it say?
6 A 10-29-2007: Adjusting entry to decrease evidence of
7 Lincoln Memorial Life Insurance at face value per
8 certification as of 9-30-07; $60,000,739 -- 335 cents -- or
9 I'm sorry; $60,729,335.83.
10 Q All right. That is under the heading "Investment Cost
11 Basis," correct?
12 A Yes, it is.
13 Q All right. So your decision to surrender that final
14 surrender took away 60 million dollars -- in excess of 60
15 million dollars in life insurance. That was your decision.
16 A It looks like that -- that decrease in insurance was made
17 up by term insurance.
18 Q I'm not talking about the -- what -- how it was made up.
19 A Right.
20 Q I'm saying the trust held an investment where it has a
21 cost basis of 60 million dollars that is gone, and we saw the
22 wire. The only cash that came out of that was about three
23 million bucks.
24 THE COURT: Mr. Birmingham, ask a question.
25 Q (By Mr. Birmingham) Is that -- Isn't that correct? That

1 out of that surrender, that mass surrender in August,
2 September and October of 2007, the only remaining cash in
3 those -- in this 60 million dollar investment was three
4 million dollars?
5 A The statement that you just showed showed three million
6 dollars. I don't know the 60 million cost basis adjusting
7 entry. I'm not sure exactly what that adjusting entry is.
8 Q You're not -- You're not sure what the 60 million dollar
9 asset in Trust IV is.
10 A That's not what I'm saying. What I'm saying is I don't
11 know what an adjusting entry to decrease evidence of insurance
12 in Lincoln is.
13 Q You don't know what an "Evidence of Insurance" form is?
14 A No. I don't know -- recall that -- I don't know what the
15 adjusting entry means.
16 Q You reviewed these trust statements every month for --
17 A It could be that --
18 Q -- how many years?
19 A -- several lines down there's another adjusting entry to
20 increase the cost basis by 60 million.
21 MR. BIRMINGHAM: Beau, if you would go to Page 3,
22 please.
23 Q (By Mr. Birmingham) In terms of actually looking at what
24 was being held in the trust, when you're adjusting the
25 insurance -- You're familiar with all of these notes. Isn't

1 that correct.
2 A Yes.
3 Q All right. And those notes say "Lincoln Memorial
4 Services," correct, at the very first one?
5 A It -- It does say Lincoln Memorial Services, yes.
6 Q All right. And that's a million four that's owed in
7 October of 2007.
8 MR. HOGAN: Objection to form, Your Honor.
9 Q (By Mr. Birmingham) Is that correct? How much is owed?
10 A How much is owed?
11 Q In other words, how much was the note for?
12 A The note is for $1,401,704.34.
13 Q All right. And then there's 4,600,000 --
14 A Yes.
15 Q -- on the next entry for Lincoln Memorial Services.
16 A Yes.
17 Q And how much for Forever Enterprises?
18 A 378,000.
19 Q And how much for Texas Forever?
20 A 150,000.
21 Q And how much for Forever Enterprises?
22 A 1,700,000.
23 Q And 546,000 is the next entry?
24 A Yes.
25 Q Then it totals up all the -- all the notes and gives a

1 total of $9,817,143.93. Isn't that correct?
2 A Yes.
3 Q All right. And that's going to reflect at least part of
4 the money that left the trust while you were the independent
5 Investment Advisor? Cash. In other words, money left the
6 trust.
7 A It does not mean that money left the trust in that
8 amount.
9 Q Are you talking about more or less?
10 A I'm saying that the notes were deposited into the
11 account.
12 Q All right. Notes -- Okay. That's fair. We'll go
13 through the actual nine million a lot more.
14 A Okay.
15 MR. BIRMINGHAM: Government Exhibit 2493.
16 Q (By Mr. Birmingham) Do you remember the testimony from
17 [redacted], the Williams Funeral Home rollover? The last
18 rollover?
19 A I do not --
20 Q Do you remember that testimony?
21 A -- remember [redacted], per se, because there was quite
22 a few funeral home operators that were up here.
23 Q The very last rollover where none of the money was put
24 into insurance. Do you remember that testimony?
25 A No, I don't.

1 Q All right. Your name -- November 23rd, 2007, 175,000 to
2 National Prearranged Services. Does your name appear on this
3 wire?
4 A Yes.
5 MR. BIRMINGHAM: 2495.
6 Q (By Mr. Birmingham) 50,000 to Lincoln Memorial --
7 Lincoln Memorial Services on November 28, 2007. Does your
8 name appear on this wire?
9 A Yes.
10 MR. BIRMINGHAM: Government Exhibit 2497.
11 Q (By Mr. Birmingham) 100,000 to National Prearranged
12 Services, November 28th or 9th of 2007. Does your name appear
13 on this wire?
14 A May I make a clarification?
15 Q Does your name appear on this wire?
16 A It's a fax.
17 Q It's a request for money to be wired out of Trust IV, the
18 trust that you were the independent Investment Advisor for.
19 A Yes, it is.
20 Q All right.
21 A I'm just saying it's not a wire. It's a fax.
22 Q All right. To the right, do you see a notation?
23 A Yes, I do.
24 Q And what is that?
25 A That's a wire.

1 Q All right. And the statements that you would review --
2 In other words, you're right. This isn't a -- a wire. It
3 is -- You're being copied on a wire before it goes out. Isn't
4 that correct?
5 A I'm being copied on a fax. And the wire that's on --
6 that's stamped on this fax is the bank's confirmation that
7 they sent the wire. I would not have seen the bank's
8 confirmation of the wire. So ---
9 Q Until you received the bank statement.
10 A All I wanted to do was ---
11 Q Is that correct? Until you received the bank statement?
12 A I'm not sure what the question is.
13 Q You would -- You would have confirmation that the wire --
14 that the money left trust.
15 A Yes.
16 Q The bank statement, --
17 A Yes.
18 Q -- right? And you would receive a copy of the wire
19 before it left the trust. You just told me that this isn't a
20 wire out of the trust. This is ---
21 A I would have received a copy of the fax, not a copy of
22 the wire.
23 Q You would receive a copy of the wires asking that
24 money -- directing that money leave the trust. That is your
25 testimony.

1 A My testimony is that this is a fax, and I did not receive
2 a copy of the wire until the statements.
3 Q You received a copy of the request.
4 A Yes; of the fax.
5 Q That's right. In other words, you -- Before the money
6 left, you received a copy of the request that the money leave
7 the trust.
8 A Yes.
9 Q That is your testimony.
10 A That is my testimony.
11 Q And that is going to be your testimony as to every wire
12 that I put in front of you; that you received a copy before
13 the money left the trust. Isn't that your testimony?
14 A I am not going to say that I received a copy of every fax
15 because I did not.
16 Q You received most of them.
17 A I can't say that we received most of them, but we
18 received some of them.
19 Q All right. It was -- And In those instances where you
20 acknowledge receiving most of them or some of them, that is
21 before the money leaves. You've pointed out to me that this
22 is not a wire. This is a request, and it's coming with your
23 name on it. Isn't that correct?
24 A I'm not ---
25 Q Is that correct? Your name's on the request for money to

1 leave the trust?
2 A My name is on the request on the fax, yes.
3 Q And you would receive copies of these requests as the
4 independent Investment Advisor of Trust IV and the other
5 preneed -- prearranged funeral trusts?
6 A We would receive copies of some of the requests to wire
7 money out, yes.
8 Q Okay. And then you would receive a statement reflecting
9 all the wires that left the trust that month.
10 A We would receive a statement, yes, that reflected --
11 reflected all the wires out that month, yes.
12 MR. BIRMINGHAM: 2503.
13 Q (By Mr. Birmingham) So on December 3rd, this is a wire
14 that you may have received, a fax request before the wire
15 leaves the trust?
16 A Yes. Yes, sir.
17 Q For 150,000 to National Prearranged Services?
18 A Yes, sir.
19 Q And that's before the money leaves.
20 A Yes, sir.
21 Q And your name appears on Exhibit 2505.
22 MR. BIRMINGHAM: Next -- Next exhibit, 2505.
23 A I'm sorry. What was the question, sir?
24 Q (By Mr. Birmingham) 100,000; your name appears on this
25 request as well.

1 A My name does appear on that request as well, yes, sir.
2 Q All right.
3 MR. BIRMINGHAM: 2507.
4 Q (By Mr. Birmingham) And this would be another wire that
5 you may have received before the money left but would be
6 reflected on the bank statement at the end of the month.
7 Isn't that correct?
8 A This --
9 Q This would be another request.
10 A -- is another fax that I may have received, yes.
11 MR. BIRMINGHAM: Exhibit 2515.
12 Q (By Mr. Birmingham) $100,000 is being requested that it
13 leave the trust on December 10th, 2007. Is that correct?
14 A Yes, sir.
15 Q All right. And your name as the independent Investment
16 Advisor appears before the money leaves.
17 A My name appears as a copy on the fax, yes, sir.
18 Q And that was the practice as to these wires going to the
19 banks. The wire traffic that you were talking about that was
20 so voluminous, these wires would have the name "Dave Wulf" on
21 the requests before the wires were sent.
22 A They would have the name of "Dave Wulf" on the requests,
23 yes, sir.
24 Q And then the bank statements reflected that the money
25 actually left.

A Yes. Yes, sir.

Q And you would receive those bank statements --

A Yes, I would.

Q -- as the independent Investment Advisor. "Yes"?

A I would receive the statements, and the wires would be on the statement, yes.

THE COURT: Mr. Birmingham, why don't we stop now --

MR. BIRMINGHAM: Okay.

THE COURT: -- for the noon recess.

Ladies and Gentlemen, we'll take a noon recess.

Please do not discuss the case among yourselves or with anyone. I would ask you to return to the Jury Room by 1:30, and we'll proceed with the evidence.

You may step down, sir.

Court is in recess.

THE CLERK: All rise.

(Court recessed from 12:26 PM until 1:35 PM.)

(Jury seated by the Clerk.)

(The following proceedings were held within the hearing and presence of the Jury:)

THE CLERK: All rise. This Court is again in session.

THE COURT: Please be seated.

Go ahead, Mr. Birmingham.

MR. BIRMINGHAM: Thank you.

1 CONTINUED CROSS EXAMINATION
2 QUESTIONS BY MR. BIRMINGHAM:
3 MR. BIRMINGHAM: Exhibit 2551, please, Beau.
4 Q (By Mr. Birmingham) Mr. Wulf, your name appears on this
5 wire or this wire request as well on December 31st, 2007. Is
6 that correct?
7 A I see the wire 12-31-07, and I see my name being copied,
8 yes.
9 Q All right. Money is being transferred in the amount of
10 $100,000. Is that correct?
11 A The request is $100,000, and it looks like the wire was
12 made on the right-hand side. I don't know that we got this
13 fax before or after the wire went out or if we even got one.
14 Q Money went out of Trust IV in the amount of $100,000
15 based upon this request and the stamped wire certification to
16 the right. Is that correct?
17 A Money went out on this fax request it looks like, and the
18 wire in the lower right-hand side was wired, and it probably
19 was wired before we got a copy of it.
20 Q Well, okay. So that's a -- that's a new wrinkle. So
21 $100,000 left the trust, and even though you don't know if you
22 got the wire or not, you're speculating that you would have
23 gotten it after the fact. Is that -- Is that correct?
24 A I'm speculating? Not.
25 Q Okay.

1 A I'm saying that I cannot say that we got this wire ever.
2 Q Oh, okay. I understand. National Prearranged Services
3 appears to be the recipient of this wire request that appears
4 to have gone out of Trust IV. Is that what it says down at
5 the bottom? National Prearranged Services?
6 A Yes, sir.
7 Q On the final day of the year in 2007.
8 A Yes, sir.
9 Q All right.
10 MR. BIRMINGHAM: Beau, if you would give me Exhibit
11 3119 and Exhibit -- I'm sorry -- Exhibit 3119 and 3117 side by
12 side.
13 Q (By Mr. Birmingham) Mr. Wulf, do you remember
14 Ms. Horstman testifying earlier this week?
15 The lady from Illinois whose husband had set up a
16 Ford dealership, do you remember her as someone that ---
17 A I do remember the lady that set up the Ford dealership,
18 yes. I did not know that it was Marjorie Horstman.
19 Q All right.
20 A I did not remember that.
21 Q You recall that, the lady that testified, she said these
22 were the original applications and reflected the amount of
23 money paid on these policies? You understood that testimony,
24 correct?
25 A I did see these policies, yes, sir, on -- on the -- when

1 the witness was up here. Other than that, I've never seen
2 these policies in my life.
3 Q Nothing to do with Illinois. Is that -- That's what
4 you're saying? You had nothing to do with Illinois and the
5 white-outs of applications?
6 A I had nothing to do with Illinois, and I had nothing to
7 do with whiting-out any applications.
8 MR. BIRMINGHAM: Beau, would you give me 7065 and
9 7057?
10 Q (By Mr. Birmingham) Mr. Wulf, this is
11 Marjorie Horstman's and Hugh Horstman's altered applications,
12 and then reflecting that these policies would be set up as a
13 monthly pay. Is that a fair characterization of these two
14 documents?
15 A I don't know if it's monthly pay or quarterly.
16 Q Where it says "Monthly Premium Amount" and "First Payment
17 Due" and the "Pay Period: 60 months or 120 months."
18 A It's small. I'm sorry. The reason I'm searching is
19 because I've never seen this type of a policy contract. It
20 says "FIB." I don't know what that means.
21 Q You're a licensed insurance agent or at least you used to
22 be. Is that correct?
23 A Yes, that's correct.
24 Q And you worked for an insurance company.
25 A Yes, I did.

1 Q All right. And you're telling this Jury you're having
2 difficulty figuring out whether this was set up as a monthly
3 pay?
4 A No. I said I didn't know what "FIB" means.
5 Q Okay. As to my question, --
6 A Yes, sir.
7 Q -- is it being set up as a monthly when the individual
8 paid a single payment premium?
9 A I can't tell from that.
10 Q Do you see the pay period written underneath "FIB," the
11 initial that you said you didn't know what it meant?
12 A I see it says 120 months, yes, sir.
13 Q You understand that policies could be issued as a single
14 pay or a monthly pay. You understand that based on the 150
15 million in policies that you purchased as the independent
16 Investment Advisor for Trust IV? Or do you not understand the
17 difference between single pay and monthly pay?
18 A No, I do know the difference between single pay and
19 monthly pay. I just am saying that on this contract, it's
20 very new to me. I've never seen it before other than in your
21 exhibits.
22 Q Other than the last three weeks where we've been talking
23 about these Illinois insurance applications.
24 A We've been talking about other states, also.
25 Q Correct. "Monthly Premium Amount," do you see an entry

1 there that would maybe indicate whether or not it's being set
2 up on a monthly basis?
3 A I see that. I see $126.49, yes, sir.
4 Q In other words, it's being set up as a renewal premium
5 policy based on the alteration.
6 A That's how it looks to me, yes.
7 MR. BIRMINGHAM: Beau, would you give me Exhibits --
8 You can clear those two, and give me Exhibit 2553.
9 Q (By Mr. Birmingham) January 2nd, 2008, wire request
10 indicating that it also was sent out by Bremen Bank. Is that
11 a fair characterization of the document?
12 A Yes, sir.
13 Q Sir?
14 A Yes, sir.
15 Q And why is it that Trust IV is paying renewable term
16 insurance for Illinois policies on the document with your name
17 on it?
18 A I have no idea.
19 Q Trust IV then is being used as part of the fraud in
20 Illinois. Is that a fair statement?
21 MR. HOGAN: Objection; calls for a legal conclusion,
22 Your Honor.
23 THE COURT: Sustained.
24 Q (By Mr. Birmingham) Is the Missouri customers served in
25 any way by paying renewal premiums on Illinois policies?

A None that I can think of.

Q And this wire has your name just like all the other wires or the wire requests that we've looked at.

A Does it have my name on it?

Q Yes.

A Yes, it has my name; has a copy. However, if I did not get this particular fax, it probably would not show on the statement as -- In other words, I see ---

Q You've heard the testimony of [redacted]. You remember -- You know [redacted].

A I do know [redacted].

Q All right. And you heard her testimony that she would, either by e-mail or fax or hand deliver, make sure that you got every wire coming out of the trust.

A And I know that --

Q You heard her testify to that.

A -- in my --

Q Did you hear her testify to that?

A -- 15 years I never saw [redacted] in my office ever.

Q Not during the wine parties?

A Not during the wine parties or any other time.

Q All right.

THE COURT: Mr. Birmingham, you want to step up here with the lawyers?

(The following proceedings were held at sidebar,

1 outside the hearing of the Jury:)

2 THE COURT: You are going to have to ask questions.

3 You're just giving statements, and there's no question. So I

4 want a question each time. Okay?

5 MR. BIRMINGHAM: I will do that.

6 THE COURT: Okay.

7 (The following proceedings were held within the

8 hearing and presence of the Jury:)

9 THE COURT: Go ahead, Mr. Birmingham.

10 Q (By Mr. Birmingham) You're familiar with [redacted] as

11 someone that worked at NPS. Is that correct?

12 A Yes, sir.

13 Q All right. You have seen her in the hallways. Is that

14 correct?

15 A Yes, sir.

16 Q You recognized her when she came in to testify. Is that

17 correct?

18 A Yes, sir.

19 Q And is it fair to say that her testimony was that she

20 hand-delivered wires to you? Did you hear that testimony?

21 A I heard she testified that she would bring them down to

22 our office, yes, sir.

23 Q And did you hear testimony from other individuals in the

24 NPS Accounting Department consistent with that testimony?

25 Specifically, that they made sure Wulf, Bates & Murphy got a

1 copy of every wire involving the trust? Did you hear that
2 testimony?
3 A I heard the testimony, and it isn't true.
4 Q As to this wire out of Trust IV, it is being used, is
5 that correct, to pay renewal premiums for Illinois? Is that
6 what it's saying?
7 A At the bottom it has some notations that say "Illinois"
8 on it, and I guess that's what that means because I don't
9 know.
10 Q And you heard testimony from Agent Ardrey yesterday
11 regarding policy loans on Missouri policies being used to pay
12 Illinois premiums. Isn't that correct? You heard that
13 testimony?
14 A I did hear that testimony, yes, sir.
15 Q All right. Policy loans on Missouri policies would have
16 been requested by you. Isn't that correct?
17 A Policy loans for Missouri?
18 Q On Missouri policies. You would have had the authority
19 to pay or to request those policy loans. Isn't that correct?
20 A I would have the authority to request policy loans, but
21 it would be after I would -- The policy loans that were taken
22 out on Trust IV were after I spoke with Randy Sutton and the
23 Legal Department.
24 Q You talked to Randy Sutton about taking policy loans. Is
25 that correct? "Yes" or "no"? Did you talk to Randy Sutton

1 about taking policy loans?
2 A Yes.
3 Q You and Randy Sutton discussed taking policy loans on
4 Missouri policies and agreed to do it. Is that a fair
5 statement?
6 A That's a fair statement.
7 Q All right. Policy loans were taken, by agreement with
8 you and Randy Sutton, that deprived individual customers of
9 the value of those policies. Isn't that correct?
10 A The individual policy owner was the trust.
11 Q So it deprived the bank of the property that it owned,
12 correct?
13 A It -- I -- I can't answer that. I don't know the answer
14 to that question.
15 Q You don't know that the bank owned the policies?
16 A No, I do know that the bank owned the policies.
17 Q And you do know that policy loans reduce the value of the
18 policy if they're taken. Isn't that correct?
19 A I do know that if they take policy loans, that the value
20 is reduced, that is correct.
21 Q So you and Randy Sutton decided, agreed to take policy
22 loans against policies owned by the bank and thereby deprive
23 them of the value of that policy.
24 A I know that there were policy loans taken against Trust
25 IV, yes.

1 Q And my question is: By taking those policy loans, you
2 deprived the bank of its property, property held in trust.
3 A The policy loans came back to the bank.
4 Q And then they went out. Isn't that correct?
5 The proceeds went out to pay things like premiums on
6 Missouri policies and other states. Isn't that true?
7 A This one looks like it's paying the State of Illinois,
8 yes, but I have never seen this before.
9 Q Well, this isn't a policy loan. This is just money being
10 taken out.
11 A But you're saying -- I thought you said that the money
12 comes out in policy loans from Missouri and pays other states.
13 This one is, obviously, another state on this particular fax.
14 That's all I'm saying. So -- But I'm saying I've never seen
15 this fax.
16 Q You've never seen this fax. You know that.
17 A I would know if it was going to Illinois.
18 Q So you would have actually looked at these faxes to see
19 where it was going and for what purpose. Is that -- Is that
20 true?
21 A If I got a fax, I would look and see where it was going,
22 yes.
23 Q So on occasion, you would receive faxes from the trust.
24 You would review them. You would confirm where they were
25 going. Isn't that correct?

1 A On occasion, yes, that is correct.
2 Q And that is essentially what [redacted] testified to.
3 Isn't that correct? That she would make sure Dave Wulf got
4 the request so he could review them.
5 A I'm not disagreeing to what she testified. I'm telling
6 you that that's not what happened.
7 Q We've looked at a wire from December 31st, 2007.
8 MR. BIRMINGHAM: Beau, would you pull up Exhibit
9 8466?
10 Q (By Mr. Birmingham) Mr. Wulf, taking it from the bottom,
11 who is this an e-mail from? Who is this an e-mail from, sir?
12 A It's from Dave Wulf at -- Dave W. "Good morning." Yes,
13 it's from Dave Wulf.
14 Q It's from you.
15 A Yes.
16 Q And it's to who?
17 A Doug Cassity. Copies to Nathans, Howard; Hale, Keith;
18 Fitzpatrick, Donna; "Custody Account."
19 Q And it says, "Good morning. I just talked to Rob at
20 BofNY." What does that stand for, "BofNY"?
21 A Bank of New York.
22 Q And he said -- You write, "He said we are ahead of
23 schedule." Is this referring to issues with PLICA, sir?
24 A I believe it is, yes.
25 Q All right. And "PLICA" stands for what?

1 A Professional Liability Insurance Corporation of America.
2 Q And you had a relationship with Professional Liability
3 Insurance Corporation of America while you're the independent
4 Investment Advisor of the Missouri Prearranged Trust. Isn't
5 that correct?
6 A There was an overlap, yes, sir.
7 Q "Overlap" meaning that you received money from PLICA.
8 A We were Investment Advisors for PLICA at the same time we
9 were Investment Advisors at certain points for National
10 Prearranged and the Lincoln Insurance Companies, yes. And we
11 would have received fees, yes.
12 Q And in June, 2009 -- Well, let me ask you this, sir: Are
13 the companies that you're referring to, Lincoln Memorial Life
14 Insurance, Memorial Life Insurance as well as PLICA, are these
15 all companies that you were involved in handling their bond
16 portfolio as you testified to earlier?
17 A Yes.
18 Q And all three of these companies are in rehabilitation or
19 receivership. Isn't that correct?
20 A I am not sure, but I think the answer is correct, yes.
21 Q So all three of the companies that you spent the 90
22 percent of your time working with are companies that
23 regulatory entities had to take over. Isn't that accurate?
24 A That is accurate.
25 Q And all three of these companies were companies that

1 involved Doug Cassity. Isn't that correct?
2 A I know PLICA involved Doug Cassity in one form or
3 another. I'm not sure Lincoln or Memorial Service involved
4 Doug in one way or another or not.
5 Q You're not sure of that.
6 A No, I'm not.
7 Q At least in this instance you know about Doug Cassity
8 because your e-mailing him about PLICA. Is that -- Is that
9 correct?
10 A That is correct.
11 Q All right. And how does Doug Cassity respond? Is he
12 responding to you in reference to PLICA or is he responding to
13 you in reference to something else?
14 A I don't know.
15 Q What is his response? Read it for the Jury, please.
16 A "Thanks, Dave. I need you to e-mail the following to
17 Jack Spooner: I was the Investment Advisor for the Missouri
18 436 Trust as of 12-31-07. There existed over 150,000,000 of
19 face death benefits represented by term insurance. Term
20 insurance becomes worthless unless the monthly premium is
21 paid. Because of an ongoing dispute between NPS and the Texas
22 Department of Insurance, the term premiums were never paid and
23 therefore the death benefits were worth zero."
24 Q How often would Doug Cassity write your e-mails or your
25 letters for you?

1 A Over perhaps -- I can't think of one at the moment.
2 Q Except for this one?
3 A That's not what I wrote.
4 Q Oh, you changed it.
5 A Oh, yes.
6 Q All right. How often would Doug Cassity suggest to you
7 what to write regarding the Missouri prearranged funeral
8 trust, for instance?
9 A I only remember him suggesting once, and this particular
10 time was after the bankruptcy. And so ---
11 Q What bankruptcy?
12 A The National Prearranged Service bankruptcy.
13 Q National Prearranged Service went bankrupt?
14 A I believe so.
15 Q All right.
16 A This was after that. And when he asked me to write that,
17 I was very cautious because my feeling was: Why does he want
18 me to write this? So I ran it by my counsel.
19 Q And then you wrote as -- as suggested by Doug Cassity --
20 Well, he suggests, "Because of an ongoing dispute between NPS
21 and the Texas Department of Insurance, the term premiums were
22 never paid and therefore the death benefits were worth zero.
23 That's what he suggested that you write."
24 A Yes, sir, that's what he -- It looks like that's what
25 he's suggesting, and that's not what I wrote.

1 MR. BIRMINGHAM: 8468. Beau, hold on before we leave
2 that exhibit.
3 Q (By Mr. Birmingham) Eventually it says at the very top,
4 "Will send tomorrow morning. I will copy you on the wording.
5 Dave."
6 A Yes. That was -- It look likes the e-mail came back a
7 week after he originally asked me to send the e-mail.
8 Q All right.
9 A A week later he comes back and says, "Did you send yet?"
10 And we were looking at it from a legal standpoint whether I
11 could say what he was asking me to say that would ---
12 Q Let's look at what you wrote.
13 MR. BIRMINGHAM: Exhibit 8468.
14 A "Will send tomorrow morning."
15 Q (By Mr. Birmingham) The last line.
16 A The last line, you want me to read the last line?
17 Q "It is" -- Yes, beginning with "It is."
18 A "It is Wulf, Bates & Murphy, Inc.'s understanding that by
19 the time NPS and the related insurance companies were placed
20 into receivership by the State of Texas, those term policies
21 had lapsed and their value, along with the death benefits due
22 to NPS, were zero."
23 Q What in the world would have anything to do -- NPS or the
24 Texas Department of Insurance, what would it have -- how would
25 that have any impact on whether the trust, which you were the

1 independent Investment Advisor for, paid their premiums?
2 A I'm sorry. I don't ---
3 Q Why did it matter that NPS had any issues? The trust had
4 the cash. Why in the world would having NPS go bankrupt have
5 anything to do with the trust's ability to pay premiums?
6 A Well, it may or may not have had something to do with its
7 ability to pay premiums, but it was my understanding that when
8 Texas closed everything down, they did not pay premiums.
9 Q This December 31st, 2007.
10 A Pardon?
11 Q December 31st -- As much December 31st, 2007, the day
12 that we looked at, were you sent $100,000 to National
13 Prearranged Services out of the Trust IV account? That's how
14 you begin your carefully worded letter. Isn't that correct?
15 A This says as of December 31st, we were the statutory
16 Investment Advisor for the trust. At that time there were, in
17 effect, term life insurance policies. And -- And by the
18 time -- It's our understanding that by the time NPS and their
19 related insurance companies were placed into receivership by
20 the State of Texas, those term policies had lapsed. In other
21 words, nobody paid those premiums.
22 Q You were the Investment Advisor between January 1st,
23 2008, and the time of your arbitration proceeding in March of
24 2008. You were the Investment Advisor.
25 A This says when they were placed into receivership by the

1 State of Texas, and that would have been after that. In other
2 words, all I'm trying to say is that the policies lapsed when
3 the receivers came in and did not pay the premiums.
4 Q So there was a -- How much cash was in the trust that you
5 were the independent Investment Advisor of on December 31st,
6 2007, or March of 2008?
7 A I don't know offhand, and I did not know once the
8 receivers took over. They cut me completely out.
9 Q Isn't it true that there was virtually no cash in the
10 trust at the time that it -- Whether it was December 31st,
11 2007, or April of 2008, there was no cash?
12 A There was very little cash.
13 Q So you do know. You just told me that you didn't know.
14 So you do know.
15 MR. HOGAN: Objection; argumentative, Your Honor.
16 THE COURT: Sustained.
17 Q (By Mr. Birmingham) There was very little cash in the --
18 in the trust, correct?
19 A When?
20 Q Between January 1st, 2008, and April of 2008 -- April
21 1st, 2008. At the end of December -- At any time, December
22 31st, 2007, January of 2008, February of 2008, there was very
23 little cash in the trust. Isn't that correct?
24 A The cash that was coming into the trust from premiums
25 from preneed policies were being used to pay for life

1 insurance. So ---
2 Q Is it -- Isn't it, in fact, that the money ---
3 MR. HOGAN: Objection, Your Honor, please let him
4 answer the question.
5 THE COURT: Let him -- Let -- Mr. Birmingham, let him
6 answer.
7 A The money that was coming into the trust from premiums
8 from the preneed contracts were previously being used to pay
9 the premiums on the life insurance. And there should have
10 been plenty of cash coming into the trust, although it's hard
11 to know when it gets taken over because we had no cash flow
12 projections or anything else in the trust from then on.
13 Q Plenty of cash from new customers.
14 A Plenty of cash from old customers, a customer that
15 perhaps had a policy that was only one year old and had to pay
16 for ten more years.
17 Q You're talking about coupon payments.
18 A I'm talking about payments that were over time, not fully
19 paid-up insurance policies. All I'm saying is that we were
20 completely shut out.
21 MR. BIRMINGHAM: Exhibit 255, please, Beau.
22 Q (By Mr. Birmingham) I'm sorry, sir.
23 BEAU TOTH: Which exhibit?
24 MR. BIRMINGHAM: 2555.
25 Q (By Mr. Birmingham) January 2nd, 2008, does this wire

1 request reflect a request of $100,000 not to an insurance
2 company but National Prearranged Services? Is that what the
3 request reflects?
4 A Yes, sir, that's how it looks to me.
5 Q January 3rd, 2008, ---
6 MR. BIRMINGHAM: Beau, if you'd go to Exhibit 2557.
7 Q (By Mr. Birmingham) January 3rd, 2008, again, is this
8 $130,000 wire request?
9 A It is a $130,000 wire request which I've said previously
10 I may or may not have gotten. I don't think I got it, but ---
11 Q Well, how do you know -- how do you know then that money
12 was going in insurance if you don't know what these wires are
13 for?
14 A I was not the administrator on the account, number one,
15 and, number two, the fact that both of those last two wires
16 have National Prearranged Services, it could very well have
17 been used to pay for funerals.
18 Q This wire is going out to National Prearranged Services
19 per your direction. Randy Sutton, Sandy Wallis, CC: David
20 Wulf. You're the Investment Advisor. Money going out as an
21 investment ---
22 A This wire is not my direction, sir.
23 Q You're the Investment Advisor of the trust.
24 A I am the Investment Advisor on the trust.
25 Q All right. You do not handle funerals. You're supposed

1 to handle the principal in the trust.
2 A I do not handle funerals and I do not handle premiums
3 payments, no. That's the administrator, Randy Sutton and
4 Sandy Wallis, which is where the wire came from.
5 Q Is it -- So when we look at transfers to insurance during
6 January, February, March and April of 2008, we should see
7 several transfers to the insurance company for new business.
8 Isn't that true? Based on your testimony, isn't that true?
9 A No, and I'll tell you why.
10 Q So it may be that ---
11 MR. HOGAN: Objection, Your Honor.
12 THE COURT: Wait a minute. Wait a minute. Let him
13 answer.
14 A In 2008 Randy Sutton had been replaced in January or
15 February, and they had been replaced to the best of my
16 knowledge with a couple of people from Kansas because they
17 fired -- Texas wanted Randy fired, so they fired him. It's
18 very possible that the reason that the premiums were not paid
19 or everything just completely came to a stop was because the
20 new people did not know what was going on.
21 Q They didn't know to take policy loans to pay premiums.
22 Is that correct?
23 A I don't think when they first came in, they really
24 understood how to do very much of anything.
25 Q They didn't know to surrender policies and replace them

1 with term. Is that correct?
2 A They did not know what to do --
3 Q They didn't know how to do ---
4 A -- with the trust.
5 Q I'm sorry. They didn't know how to handle it like you
6 and Randy Sutton did.
7 A Randy Sutton handled the administrative work.
8 Q And you handled the investments.
9 A Randy Sutton handled the administrative work. And when
10 he was handling the administrative work, it was a very, very
11 large, complicated job as you've seen. Now I'm not going to
12 say that he didn't do anything nefarious because it looks
13 throughout all this information that he did plenty of
14 nefarious things. But what I'm saying is he was the one that
15 directed the wires. He was the one that directed the funeral
16 payments because that was his administrative job.
17 MR. BIRMINGHAM: 8427.
18 Q (By Mr. Birmingham) Sir, yet, you billed for your work
19 with the Missouri trust on April 1st, 2008, billing period
20 January, February, March, 2008.
21 A We billed in arrears on this account.
22 Q It says -- But you billed for January, March -- January,
23 February and March of 2008, the time frame when we were
24 looking at these wires. Isn't that correct?
25 A Well, remember that Trust IV ---

1 Q Is that correct, sir?
2 A Is what correct, sir?
3 Q Did you send -- submit an invoice to National Prearranged
4 Services for $3,750 for your Investment Advisor fee? Is that
5 correct? "Yes" or "no"?
6 A It looks to me like this was billed ---
7 MR. BIRMINGHAM: Your Honor, may I have a response to
8 a "yes" or "no" question?
9 THE COURT: Sir, just answer the question.
10 THE WITNESS: I'm sorry?
11 THE COURT: Answer the question.
12 A Yes, we billed them.
13 Q (By Mr. Birmingham) You billed at a time when there was
14 nothing left in the trust except for term insurance, correct?
15 A No, that's not correct.
16 Q There was nothing left -- We had gone over earlier this
17 morning that the final surrender that occurred in August or
18 September of 2007 was the last of the whole life insurance
19 policies and that they had all been replaced with term life
20 insurance.
21 MR. HOGAN: Your Honor, I'm going to object. He
22 testified there were 11 trusts he managed. The prosecutor ---
23 THE COURT: Mr. Hogan, the Jury will listen to the
24 evidence and determine what it hears.
25 A I'm sorry, sir. What?

1 THE COURT: Restate your question.
2 Q (By Mr. Birmingham) Earlier we discussed the fact that
3 there was this surrender in August or September of 2007. Do
4 you recall that discussion that we had earlier today?
5 A Yes, I do.
6 Q And during the course of our discussion, you acknowledged
7 that that was the final surrender of the whole life policies
8 held by the trust?
9 A Yes. I remember that.
10 Q So my question to you again: At the time that you
11 submitted this invoice, there were no longer any whole life
12 insurance policies held in Trust IV?
13 A At the time this was written, there were no longer any
14 whole life policies in Trust IV, but there was ---
15 Q And there was very, very little cash.
16 MR. HOGAN: Your Honor, may I ask that ---
17 A There was $150,000,000 worth of term insurance.
18 Q (By Mr. Birmingham) But no money to pay the premiums,
19 correct?
20 A I can't say that there was no money to pay the premiums.
21 There should have been money to pay the premiums because that
22 money was coming in every day to the trust.
23 Q And was leaving the trust; isn't that correct?
24 A It was going into the trust, and if it was -- It should
25 have been leaving to be paying for premiums and funerals.

1 MR. BIRMINGHAM: 8457.
2 Q (By Mr. Birmingham) You're familiar with this invoice as
3 an invoice that you would have submitted to a new entity as of
4 2004?
5 A 2008. And this is the invoice to PLICA which is the
6 short version of Professional Liability Insurance Corporation
7 of America, yes, sir. And I'd like to point out that our fee
8 was twenty basis points.
9 Q That was -- You're pointing out that that was the fee on
10 this invoice.
11 A Our annual fee for PLICA was 20 basis points. That --
12 For people that aren't familiar with basis points, that's
13 two-tenths of one percent per year.
14 MR. BIRMINGHAM: 8469, please, Beau.
15 Q (By Mr. Birmingham) What does that say at the top of
16 this document, sir?
17 A "Report of Gross Commissions Received Through Moloney by
18 Wulf, Bates & Murphy, Moloney and RBC Dain for NPS-Related
19 entities (5-1-06 through 5-12-10)."
20 MR. BIRMINGHAM: Next page, please, Beau.
21 Q (By Mr. Birmingham) Do you see Professional Liability
22 Insurance Company identified as a related National Prearranged
23 Services entity in this document from Maloney Securities?
24 A I see that Professional Liability Insurance is on there,
25 yes, sir.

1 Q And do you see that there's a "Gross Commission Sales"
2 column?
3 A Yes, I do.
4 Q Do you see that, sir?
5 A Yes.
6 Q And do you see the amount of $443,655.51? Do you see
7 that amount? "Yes" or "no"?
8 A I'm looking. I do see that, yes. I don't know ---
9 Q Thank you, sir.
10 MR. BIRMINGHAM: 8401.
11 MR. HOGAN: Your Honor, I'd ask that the witness be
12 allowed to answer the question.
13 THE COURT: He did answer the question. Go ahead,
14 Mr. Birmingham.
15 MR. BIRMINGHAM: 8401.
16 Q (By Mr. Birmingham) So this is an invoice from December
17 of -- December of 2007. We looked at one from December of
18 2008 previously. Is that -- Is that accurate?
19 A December, 2007, yes, sir.
20 Q And, again, asking that the check be made payable to
21 "Wulf, Bates & Murphy"?
22 A Yes.
23 Q And that's not going to reflect the commissions through
24 Maloney Securities, correct?
25 A It is not going to affect -- reflect the commissions

1 through Maloney Securities. I should ---
2 MR. BIRMINGHAM: 8443.
3 Q (By Mr. Birmingham) Now Veritas Holdings, you're
4 familiar with that name, correct?
5 A Yes, sir, I am.
6 Q All right. And the previous invoice from 2008 from
7 PLICA, that was on a new address, 209 Clarkson Executive Park?
8 You moved after NPS went bankrupt as you called it.
9 A I can't tell ---
10 Q I'm sorry?
11 A I don't know what you're asking me. I can't -- In other
12 words, I don't know where the address was. You asked me where
13 it went to on PLICA.
14 Q No. I'm asking your address.
15 A Oh, yes. It was 209 Clarkson Executive.
16 Q 209 Clarkson Executive Park.
17 A Yes, sir.
18 Q All right.
19 MR. BIRMINGHAM: So 8457, again, Beau.
20 Q (By Mr. Birmingham) So Veritas and Wulf, Bates & Murphy
21 are at the same office.
22 A Yes, they were. And it's -- They're both -- Veritas is
23 the operating company for Caymus.
24 Q And it's also the location of Wulf, Bates & Murphy?
25 A Yes.

Q All right.
A We had just moved out, and that's where we moved.
Q And you're familiar with something called -- an entity known as "The Cane Group"?
A I am vaguely familiar with it, yes.
Q All right. Vaguely familiar with it?
A In other words, I knew that -- and I know that it was who we shared office space at 209 Clarkson Executive Park for about a month. In other words, they vacated and we moved in, I believe.
Q All right. The Cane Group ---
MR. BIRMINGHAM: If you can blow this up, please, Beau?
Q (By Mr. Birmingham) You know who "Ginny Grimshaw" is, don't you?
A I do.
Q Right?
A Yes, sir.
Q She's with The Cane Group?
A She was with The Cane Group, yes, sir.
Q And The Cane Group's a Doug Cassity-related entity?
A That's my understanding, yes.
Q All right. And Ginny Grimshaw's e-mail is what?
A GGrimshaw@forevernetwork.com.
Q And Forevernetwork.com, that's going to appear on your

1 e-mails on occasions as well, correct?
2 A Well, I think Forever Network ---
3 Q "Yes" or "no"?
4 A On occasion? Yes.
5 Q In other words, you had -- You were on the Forever
6 Network server.
7 A Yes.
8 Q That was part of the office.
9 A Yes.
10 Q All right.
11 MR. BIRMINGHAM: 3170, please, Beau. This is going
12 to be five pages into it. If you can go to Deposition Page
13 26?
14 MR. FINNERAN: Can you give us the bottom page number
15 first?
16 MR. BIRMINGHAM: Oh. Pages -- You want this page.
17 MR. FINNERAN: Page 8, Beau.
18 Q (By Mr. Birmingham) Now you had referred to this
19 arbitration testimony earlier today with Mr. Hogan, correct?
20 A Yes, sir.
21 Q And it occurred in March of 2008. Sir, does that sound
22 right? I can show you the first page.
23 A It does sound right, yes.
24 Q And there was reference about e-mails to Kelly Bates in
25 previous testimony; e-mails being sent to Kelly Bates.

1 A Yes, there were.
2 Q And in 2008 you reference Tripp Bates' wife as coming in
3 and doing paperwork from time to time.
4 A From time to time, yes, sir.
5 Q All right. And that's Kelly Bates?
6 A Yes, sir.
7 Q All right. So in 2008 she still was coming in and doing
8 paperwork from time to time for Wulf, Bates & Murphy. That's
9 your testimony?
10 A Yes, sir.
11 Q All right.
12 MR. BIRMINGHAM: Would you page down to Page 27 of
13 the document?
14 Q (By Mr. Birmingham) You had indicated that you had a
15 relationship with Maloney Securities. Isn't that correct?
16 A Yes, sir.
17 Q And how did you describe your relationship with Maloney
18 Securities in this arbitration testimony?
19 A It looks like I said I'm an independent contractor.
20 Q All right. And you and Jim Maloney were sued, correct?
21 A John Maloney.
22 Q John Maloney. I apologize.
23 A We were sued, yes.
24 Q All right. And the allegations were what?
25 MR. HOGAN: Your Honor, may we approach?

1 THE COURT: Yeah.
2 (The following proceedings were held at sidebar,
3 outside the hearing of the Jury:)
4 THE COURT: Go ahead.
5 MR. HOGAN: My objection would be to relevance,
6 Your Honor. I don't see how the -- Other than reading in the
7 transcript testimony which you've read into, I don't see how
8 this is relevant of what the basis of the lawsuit was. It
9 could be a prior bad act that's confusing to the Jury. I
10 don't see how it makes ---
11 THE COURT: Well, what are we going to hear if you
12 did read it?
13 MR. BIRMINGHAM: If he answers truthfully, he will
14 say that both him and Jim Maloney were accused of fraud as it
15 relates to North American Life Insurance Company, one of the
16 entities that he previously referred to, an entity that he
17 spent most of his time doing work, and that it affects -- it
18 relates to his compensation. He would do markups and
19 markdowns that were not disclosed and, therefore, would not
20 reveal how much money he was being paid from his insurance
21 companies. And Mr. Hogan has both developed that on Direct as
22 to what work he did for these entities and also the
23 compensation; that he only made "X" amount over a period of
24 time.
25 MR. HOGAN: Number one, Your Honor, this is not an

1 indictment. This is clearly a uncharged bad act. Not only
2 did I not make reference to it, I don't know what he's talking
3 about. The only thing I mentioned compensation was I brought
4 up the chart that he introduced to the Jury. That's the only
5 thing I brought up, things that they brought in, not me. I
6 don't know what you're talking about.
7 This is a prior bad act. You're talking about fraud
8 which isn't charged in the indictment. You need to stick to
9 the charges that are in the indictment, not start talking
10 about something else which has no relevance on this case.
11 It's highly prejudicial.
12 How is this, Your Honor, probative to whether or not
13 he's -- what he's charged with in the indictment?
14 MR. BIRMINGHAM: And I do want it to be clear. This
15 -- This deposition and this testimony was disclosed to
16 Mr. Hogan well in advance. He has copies of the deposition
17 from the Maloney Securities and the paperwork related to it.
18 It's simply going into this ---
19 THE COURT: What was the disposition of this case?
20 MR. BIRMINGHAM: He settled for $750,000, him and
21 Jim Maloney or John Maloney.
22 MR. HOGAN: And I don't think -- He didn't -- He
23 didn't pay $750,000.
24 MR. BIRMINGHAM: No. His insurance carrier did.
25 MR. HOGAN: How is this relevant to what's charged in

1 the indictment? This is a separate charge. You could have
2 charged this if you wanted to, but now you're springing this
3 on us, you know, the third week into the trial. You never
4 mentioned this to me. You gave me a deposition. You never
5 said this was ---
6 MR. BIRMINGHAM: This is Cross Examination.
7 MR. HOGAN: Yeah. And you know what? Cross
8 Examination has to be relevant to what he's charged with, and
9 it isn't.
10 MR. BIRMINGHAM: Yes, it is.
11 MR. HOGAN: And it can't be -- He cannot be ---
12 THE COURT: Well, part of it is you did establish
13 that he's always been in compliance with everything, and he
14 did work for insurance companies and all that sort of thing.
15 MR. BIRMINGHAM: And it's disclosed on his AP.
16 MR. HOGAN: But the thing is he's bringing up fraud,
17 Your Honor. In other words, this is -- How is this not a
18 uncharged bad act? How is this not highly prejudicial? How
19 is this probative to what he did in the indictment? I mean
20 you're risking your trial right now. You're bringing up
21 uncharged bad acts at the eleventh hour.
22 THE COURT: Are you getting into 404(b)?
23 MR. HOGAN: This has never been disclosed to me.
24 THE COURT: Well, you had the -- you had the
25 transcript. I'm beyond that one.

1 Is this a 404(b) issue?
2 MR. BIRMINGHAM: Your Honor, I don't want to have it
3 be an issue with Mr. Hogan. I have plenty of stuff that I can
4 talk to him about. Why don't I move on.
5 THE COURT: Why don't we because I'm afraid you're
6 getting into that territory which has other ramifications.
7 Okay?
8 MR. BIRMINGHAM: Mr. Hogan. And if we can avoid the
9 nodding and the smirking when you leave the bench. I know
10 it's a good show for the Jury, but I think it's inappropriate.
11 But the ---
12 THE COURT: Well, I think all you can. And please
13 keep asking questions.
14 MR. BIRMINGHAM: That's fair.
15 THE COURT: All right.
16 MR. BIRMINGHAM: I'm only -- The reason why I was
17 flagging or asked Mr. Hogan to come back is Doug Cassity's
18 conviction, that is a topic that I'm going to get into here
19 shortly. So I'm going to raise it now so as not to be a
20 surprise.
21 MR. HOGAN: That's fine.
22 MR. BIRMINGHAM: I mean that's already in evidence,
23 and it's already been talked about with Mister ---
24 MR. HOGAN: Your Honor, I have no objection to
25 Doug Cassity, mentioning that. Of course, it's in evidence.

1 The one thing I do want to point out which he hasn't
2 given me any reason to be anything but ethical so far, but the
3 fact that Doug Cassity is here in the courtroom, I would ask
4 for a Motion *in limine*. You're not -- You're not going to
5 point out Mr. Cassity, showing that he's here, sitting here.
6 I mean if anything, that could -- I don't see how it's
7 relevant. I think it would be prejudicial. We have nothing
8 to do with this lunatic.
9 MR. BIRMINGHAM: I haven't noted him. I would
10 certainly prefer that he wasn't here, but it is what it is.
11 It's not part of our case for him to be here.
12 THE COURT: He can sit here as long as he wants.
13 MR. BIRMINGHAM: Right.
14 THE COURT: There's no need to identify him or
15 anybody else.
16 MR. BIRMINGHAM: That is not the plan.
17 THE COURT: Yeah, okay.
18 MR. HOGAN: Okay.
19 MR. BIRMINGHAM: All right?
20 THE COURT: Okay.
21 (The following proceedings were held within the
22 hearing and presence of the Jury:)
23 THE COURT: Go ahead, Mr. Birmingham.
24 MR. BIRMINGHAM: Thank you, Your Honor.
25 If you would go to Page 12, Beau; 12 in the bottom

1 right-hand corner and then blow up 43.
2 Q (By Mr. Birmingham) Mr. Wulf, you've acknowledged that
3 Randy Sutton was your primary contact with National
4 Prearranged Services, and that's reflected in your arbitration
5 testimony. Is that correct?
6 A My primary contact with NPS was Randy Sutton, yes, sir.
7 Q And on -- And Randy Sutton was with National Prearranged
8 Services?
9 A Yes, sir.
10 Q All right.
11 MR. BIRMINGHAM: Page up to or go up to Page 44 to
12 the right.
13 Q (By Mr. Birmingham) And, sir, your answer beginning on
14 Line 7, would you read that, please?
15 A Sure. "The NPS -- The NPS was involved in the preneed
16 funeral business. They had a trust that essentially, which
17 would be the preneed trust, which I think is where all this is
18 going, that says that if it reaches 250,000, they can appoint
19 a Registered Investment Advisor to make investment decisions
20 for the benefit of NPS."
21 Q "For the benefit of NPS" is what you testified, correct?
22 A That's what it looks like the testifying is. And ---
23 Q Thank you, sir.
24 MR. BIRMINGHAM: Page -- Next page of the deposition.
25 Let's see here. So we're on Page 13, and if you could blow up

1 Page 47.
2 Q (By Mr. Birmingham) Your answer on Line 12, sir, if you
3 would, please, read that into the record.
4 A "We manage -- 'we' being Wulf Bates & Murphy -- is the
5 Registered Investment Advisor and manages the bonds, typically
6 bonds and stocks for Lincoln Memorial. We manage the bonds
7 for Memorial Service, and the" ---
8 Q And the bond management, that would have separate
9 commissions through Maloney Securities. Is that correct?
10 A That is correct.
11 Q And that involves markups and markdowns that are not
12 disclosed on, say, bond tickets.
13 A That is correct.
14 Q So Travis Ardrey or Agent Ardrey testified before that
15 sometimes he would have incomplete or missing information as
16 to compensation. Would that be an example of some
17 information, markups and markdowns on commissions from Maloney
18 Securities, that would not necessarily appear on the records?
19 In other words, the -- the trade tickets would not
20 include necessarily your commissions, your markups and
21 markdowns.
22 A Trade tickets would not include markups and markdowns,
23 no.
24 Q And your markup and markdown fees would pass through
25 Maloney Securities to you directly. Is that fair to say?

1 A No, it's not fair to say. They would pass through
2 Maloney, but it wouldn't be to me directly.
3 Q I apologize.
4 A It would go to my Registered Rep. Number, and I might
5 break it down among three or four people. And of course,
6 Maloney gets a piece of it, too.
7 Q All right. So a lot of people would get a piece of that.
8 A Yes.
9 MR. BIRMINGHAM: Beau, Page 15, please. And then
10 bottom right-hand side corner, Page 57.
11 Q (By Mr. Birmingham) Sir, this section references the
12 purchase of shares in Forever Enterprises. Is that correct?
13 A Yes, sir, it looks like that.
14 Q And beginning on Line 12, you were asked: "And what is
15 the value of those 20,000 shares that you personally owned?"
16 And what was your answer beginning on Line 14?
17 A Line 14: "I don't know. I suspect the last trade that I
18 saw on the stock was 4.75. But in our business we say it
19 trades by appointment. It's very illiquid because it's not
20 public anymore."
21 Q Please continue.
22 A "So what's it worth? I honestly don't know. It depends
23 on what somebody's willing to pay, I guess, at a particular
24 point in time. It is almost like owning a private company. I
25 don't know what it's worth. I know what I paid for it."

1 Q And Trust IV bought shares in Forever Enterprises,
2 correct?
3 A Yes, they did.
4 Q And that was at your direction, correct?
5 A Yes, it was.
6 Q And that would have been a trade by appointment, correct?
7 A Well, this is in 2008.
8 Q "Yes" or "no"? Would that have been a trade by
9 appointment?
10 A No.
11 Q All right. And a trade by appointment is limited to very
12 illiquid stocks?
13 A It's -- It's a figure of speech that I used.
14 Q Okay. But it's very, very illiquid is what you said.
15 MR. HOGAN: Objection, Your Honor, to the form. Is
16 there a question?
17 THE COURT: Yeah. State a question, Mr. Birmingham.
18 Q (By Mr. Birmingham) Sir, in -- in your arbitration
19 testimony, that's what you referred to it as, correct? "It is
20 very, very illiquid"?
21 A Yes, that's what I said.
22 Q All right. And one of the prohibitions in the 436 is
23 never to put an asset in something that is illiquid, something
24 that can't be liquidated. Isn't that correct?
25 A I don't know that that's what it says. I can tell you

1 that what happened and the reason that it was so illiquid is,
2 remember, this was ---
3 Q Actually I'm not asking you that. I'm just asking: The
4 stock itself, Trust IV owns something that became illiquid.
5 Is that correct?
6 A I didn't sell it when I could before it became illiquid,
7 yes.
8 Q All right.
9 A It went out of business.
10 Q So Forever shares remained on the books into December of
11 2007. Isn't that correct?
12 A They did.
13 Q All right. And -- And something that is traded by
14 appointment, that's different than something that's traded on
15 the open market. Is that correct?
16 A This particular stock?
17 Q Well, I mean just -- just generally. Something that is
18 illiquid or traded by appointment, that's different than
19 something that may be traded on the open market, you know,
20 like say the New York Stock Exchange.
21 A Not necessarily, no.
22 Q Well, let's see. If by appointment -- By appointment
23 stock, is that going to be traded on the New York Stock
24 Exchange?
25 A No.

1 Q All right.
2 A Probably not.
3 Q All right. A stock like Dell would be on the New York
4 Stock Exchange, correct?
5 A Dell trades over the counter.
6 Q All right. You understand that you could purchase shares
7 of Dell stock in 2000 over the counter?
8 A Yes.
9 Q All right. Same with Arch Communications?
10 A Yes.
11 Q Same with Conseco?
12 A Yes.
13 Q Same with E*TRADE?
14 A Yes.
15 Q These are all examples of stocks that are pretty easy to
16 purchase, let's say in 2000 over the counter?
17 A Yes.
18 Q All right.
19 MR. BIRMINGHAM: Beau, if you would go to Page 17 and
20 Page 65.
21 Q (By Mr. Birmingham) Mr. Wulf, does this section describe
22 the practice of how you would invoice Lincoln Memorial Life
23 Insurance Company?
24 A It -- It looks like the only thing that it says anything
25 about Lincoln Memorial is in 9 and 10 where it says: "Where

1 do you send the Lincoln Memorial?"
2 "Lincoln goes down to Texas."
3 And I don't mean to be slow, but I'm just trying to
4 read before I comment.
5 Q That's more than fair. Let me direct you to the portion
6 that I wanted to talk about.
7 A Sure.
8 Q "And where does the NPS invoices go?" That was the
9 question.
10 Answer: "They go to St. Louis. Now if -- I suspect
11 what Sandy is saying" -- You know that's a reference to who?
12 Sandy? Do you know? "Sandy Wallis"? Is that who it's
13 referring to?
14 A I don't think so.
15 Q Okay.
16 A I think -- I think it's referring to one of the
17 attorneys.
18 Q That perhaps is right. "I suspect what Sandy is saying
19 is there may have been a time at which invoices went up here
20 and there" -- well, I don't know about that -- "when invoices
21 went up here, and there may have been a time when they went
22 down there, and they now go down there for Lincoln Memorial."
23 And then the question was: How do you send them? By
24 e-mail? By fax?
25 And your answer?

1 A "No. I send them typically interoffice mail. I go down
2 to the third floor and stick them in an interoffice envelope.
3 It saves us the money from the standpoint of Fed. Ex'ing
4 them."
5 Q And then the question: "So to send an invoice down to
6 Texas, you walk downstairs and just put it in an interoffice
7 mail envelope at NPS?"
8 And your answer?
9 A "No. I give it to somebody and they --
10 MR. BIRMINGHAM: Next page.
11 A -- put it in an interoffice envelope and send it down to
12 wherever I ask them to send it to."
13 Q And then does that describe the scenario where you would
14 walk things down to the third floor and hand something to
15 somebody?
16 A It does.
17 Q All right.
18 MR. BIRMINGHAM: Page 69 -- I'm sorry. Page 18,
19 Beau, at Page 69.
20 Q (By Mr. Birmingham) The answer: "The trust made a
21 global decision to buy life insurance policies for the funding
22 of the trust for the benefit of NPS to cover the death claims
23 in the trust."
24 Question: "And that was your decision?"
25 Answer: "It was my decision."

1 Did I read that accurately, sir?
2 A That is read accurately, yes. It was my ---
3 MR. BIRMINGHAM: Page 19; Page 70.
4 Q (By Mr. Birmingham) Question: "And when you made this
5 decision to -- global decision to buy life insurance policies
6 for the funding of the trust's obligation, at that point you
7 stopped buying bonds and -- stocks and bonds?"
8 Answer: "The bulk of the monies went to life
9 insurance contracts."
10 Did I read that accurately?
11 A You did.
12 MR. BIRMINGHAM: Page 75. I'm sorry. It's going to
13 be on the next page, Page 20 at Page 75.
14 Q (By Mr. Birmingham) Question: "Our understanding is
15 that the biggest trust and the primary trust is called 'Trust
16 IV.' Is that right?"
17 Answer: "Yes, sir."
18 Did I read that accurately?
19 A Yes, you did.
20 MR. BIRMINGHAM: Page 21 at Page 78.
21 Q (By Mr. Birmingham) Question: "Mr. Wulf, I presume you
22 understand that your appointment as an Investment Advisor to
23 the preneed trust was pursuant to Missouri statute?"
24 Answer: "Yes, sir."
25 "And have you reviewed these statutes before?"

1 "I've looked at the statutes, yes."
2 Question: "Okay. And do you understand that these
3 statutes govern your duties and responsibilities as an
4 Investment Advisor to the trust?"
5 And go down to 79. It continues there.
6 The Witness: "Yes."
7 Did I read that accurately, Mr. Wulf?
8 A You did read that accurately, and that's what I felt at
9 the time.
10 Q (By Mr. Birmingham) Down at the bottom, "My
11 understanding is that as the Advisor to the trust, the
12 investments should be what a prudent man would consider to do.
13 And with investment -- with insurance policies, my
14 understanding is to keep the total amount of the death claim
15 coverage in trust to what the total liability is."
16 I'm sorry. It continues on the next page at the top.
17 MR. BIRMINGHAM: Beau, go ahead and skip to Page 29
18 and Page 111.
19 Q (By Mr. Birmingham) Question: "For example, when you --
20 you know in this case there was a period when approximately 50
21 million in whole life insurance policies lapsed and you
22 purchased term insurance."
23 Answer: "That is correct."
24 Question: "Did you have any written analysis or
25 documentation of that decision" --

1 Answer: "Other than the trust statements?"
2 Question: -- "that reflect that it happened."
3 Answer: "No."
4 Did I read that accurately?
5 A You read it accurately.
6 MR. BIRMINGHAM: Page 38 at Page 149.
7 Q (By Mr. Birmingham) Question: "Did you ever observe in
8 your role as Investment Advisor that you were having
9 difficulty having enough cash available in the trust to
10 maintain the premium payments on the policies you purchased?"
11 Answer: "Oh, yes."
12 Question: "Did you ever investigate why that was?"
13 Answer: "Did I ever investigate that into why that
14 was? I didn't investigate it, no."
15 "Was this something that was frequent -- a frequent
16 issue for you?"
17 Did I read that section accurately?
18 MR. BIRMINGHAM: Beau, could we ---
19 Q (By Mr. Birmingham) I'm sorry, sir. I didn't give you a
20 chance to answer.
21 A That was my feeling at the time. I know a lot more now.
22 Q But I read that section accurately?
23 A Yes.
24 Q In March of 2008, that was your testimony?
25 A Yes.

1 MR. BIRMINGHAM: Page 139 at Page -- I'm sorry. 39
2 at Page 150.
3 Q (By Mr. Birmingham) Answer: "It became an ongoing
4 issue, yes."
5 Question: "And about when did it become an ongoing
6 issue?"
7 Answer: "I don't know exactly. Quite a few years
8 ago."
9 MR. BIRMINGHAM: Page down to 151.
10 A I think I know some of the answers now.
11 Q (By Mr. Birmingham) You were the Investment Advisor for
12 the trust from 1994 through 2008, correct?
13 A And there was a lot of things withheld.
14 Q Is that correct? That you were the Investment Advisor of
15 the trust.
16 A A lot of things were withheld from me.
17 Q Sir, would you answer my question? You were the
18 Investment Advisor to the trust from 1994 through 2008?
19 A Yes.
20 Q And you had access to the trust statements, correct?
21 A I did.
22 Q All right. And wires were available for you to review?
23 A The trust statement wires were only the tip of the
24 iceberg. Nobody could just look at the trust statement wires
25 and figure out what had been going on. You would have to have

1 a major review of all the difference accounts, of all the
2 different places that they were -- all the different things
3 that were going on, and I had no access to that.
4 Q You had access to deposits into trust, the trust
5 statements.
6 A I did not have access to deposits into trust.
7 Q You were aware that deposits were being made into trust.
8 You were the independent Investment Advisor.
9 A I was aware that deposits were being made into trust, but
10 I did not have access to where the money came from or anything
11 about the money that came into the trust. All I could see was
12 when the money got there, that it was there.
13 Q Right. Once the money got there, it was there. And it
14 was your responsibility, your duty, correct?
15 A And it was used to buy ---
16 Q Is that a "yes" or "no"? Was it your responsibility once
17 the deposits were in trust?
18 A My responsibility was to manage the investments.
19 MR. BIRMINGHAM: Your Honor, may I have a responsive
20 answer?
21 THE COURT: Sir, just answer the question being
22 asked.
23 Q (By Mr. Birmingham) Once the deposits were in trust, as
24 the independent Investment Advisor to the trust, were the
25 deposits your responsibility?

1 A No.
2 Q Were the deposits your responsibility as to invest and
3 reinvest the principal as the independent Investment Advisor
4 pursuant to the statute, --
5 A Yes.
6 Q -- Missouri 436? Is that correct?
7 A Yes, the investments.
8 MR. BIRMINGHAM: Beau, if you could go to Page 45 at
9 Page 175.
10 Q (By Mr. Birmingham) Question: "Mr. Wulf, in late 2004,
11 a large number, approximately 19,000, of the whole life
12 insurance policies that were reinsured by Hanover lapsed, and
13 we understand that term insurance was purchased on those same
14 lives following the lapse. Are you familiar with that?"
15 And what was your answer?
16 A My answer was: "Yes, sir, I am familiar" -- "Yes, sir, I
17 am."
18 Q Question: "Can you explain: What was the first
19 conversation you had where that idea was suggested?"
20 Answer: Can I explain the first conversation ---
21 MR. BIRMINGHAM: And then the top right, please,
22 Beau.
23 Q (By Mr. Birmingham) Answer: "I had a conversation with
24 Randy Sutton, and it was due to cash flow problems for the
25 trust."

1 And you had testified earlier that the decision to
2 take policy loans was your decision, correct?
3 A The decision to take policy loans was mine, made after I
4 talked with Randy and we had the legal go-ahead to do so. And
5 I would, also, say that ---
6 Q Sir, the decision to take ---
7 MR. HOGAN: Your Honor, I ask that he be allowed to
8 answer the question. He's explaining -- He's explaining his
9 answer.
10 MR. BIRMINGHAM: That's not the question I asked him.
11 THE COURT: Restate your question.
12 And answer only the question being asked.
13 THE WITNESS: Sorry, Your Honor.
14 Q (By Mr. Birmingham) Policy loans were taken after
15 discussions with Randy Sutton, correct?
16 A Yes.
17 Q Surrenders were also taken after discussions with
18 Randy Sutton, correct?
19 A Correct.
20 Q You and Randy Sutton agreed that policy loans and
21 surrenders would occur as to Trust IV policies, correct?
22 A Could you restate the question, please?
23 Q You and Randy Sutton talked and agreed that policy loans
24 and surrenders would be activity that would occur with Trust
25 IV policies.

1 A Yes.
2 Q All right.
3 MR. BIRMINGHAM: Go to Page 49, please, Beau. It's
4 Page 191.
5 Q (By Mr. Birmingham) Question: "Was that decision made
6 in 2007 to buy term on the new lives?"
7 Answer: "In 2007? The dates kind of run together
8 for me. I don't remember the exact date."
9 Question: "Are these discussions or decisions
10 memorialized anywhere in writing that you're aware of?"
11 Answer: "The discussions, you mean, to go to term?"
12 Question: "Yes."
13 Answer: "None that I'm aware of. Not on my part."
14 Question: "Now why did you let the whole life
15 policies convert to RPU" ---
16 Sir, do you know what "RPU" stands for?
17 A It's paid in full, reduced premium or paid in full policy
18 taken, whatever the cash left in the policy and just making it
19 paid in full insurance.
20 Q "Reduced paid-up," is that what it stands for?
21 A That sounds right.
22 Q ". . . convert to an RPU status versus just surrendering
23 them entirely"?
24 "I viewed this" -- Answer: "I viewed this as a minor
25 issue."

1 Question: "Did you make that decision?"
2 Answer: "I did."
3 There was a period -- Did I read that accurately,
4 sir?
5 A You did read it accurately.
6 Q Was there a decision in 2007 to simply purchase term life
7 insurance on Missouri customers? New customers?
8 A I don't recall.
9 Q Do you recall testimony earlier this week in reference to
10 a decision that all Missouri and Illinois policies would be
11 issued as term insurance going forward? Do you recall that
12 e-mail exchange?
13 A Not really.
14 MR. BIRMINGHAM: Beau, would you go to 5219? And
15 then Page 5 of that document. Next page.
16 Q (By Mr. Birmingham) Mr. Wulf, you're familiar with the
17 Wulf, Bates & Murphy Compliance Manual?
18 A Yes, I am.
19 MR. BIRMINGHAM: Next page, please, Beau. Actually,
20 Beau, if you can go about seven pages into it. Next page.
21 Next page. Next page.
22 Q (By Mr. Birmingham) Mr. Wulf, do you see the section
23 regarding fiduciary obligations of the Advisor?
24 A I do.
25 Q And you don't dispute that you had a fiduciary obligation

1 as to the trust assets, including those trust assets in Trust
2 IV?
3 A I had, as I saw it, a ---
4 Q Do you dispute that?
5 A I had, as I saw it, a fiduciary responsibility to NPS, as
6 the owner of the trust, and the trust participants, also. In
7 other words, there were times when those particular fiduciary
8 duties potentially could conflict, but usually they did not.
9 Q As to the trust, did you have a fiduciary obligation as
10 the independent Investment Advisor? "Yes" or "no"?
11 A I had an advisory -- a fiduciary responsibility to the
12 trust and NPS.
13 Q Individual clients, individuals that deposited their
14 money into Trust IV, did you or did you not have a fiduciary
15 obligation to them? "Yes" or "no"?
16 A I had a fiduciary responsibility to the people in the
17 trust and the owner of the trust.
18 Q The fiduciary obligation of the Advisor as set forth in
19 Wulf, Bates & Murphy's manual states, "Section 206 of the
20 Advisors Act prohibits an Investment Advisor from directly or
21 indirectly engaging in any conduct or employing any scheme
22 which operates as a fraud or a deceit upon any client or
23 prospective client."
24 That's what your own manual says, correct?
25 A Yes.

1 Q "This provision has been construed to impose on an
2 Investment Advisor duties of care and duties of loyalty." Is
3 that what it says?
4 A It says "duties of care and loyalty," yes.
5 Q All right. And that doesn't change based on how much
6 you're paid, correct?
7 A I pointed out that we had fiduciary responsibilities to
8 the owner and the trust.
9 Q Do your fiduciary duties change because you're only paid
10 a certain amount under your own Compliance Manual?
11 A No.
12 Q All right. That doesn't say that anywhere in here that
13 it's only for clients that pay the most, correct?
14 A That's correct.
15 Q "In addition, the laws of various states impose on an
16 Investment Advisor an obligation to exercise the same duties
17 of care and loyalty as are required of Directors of
18 publicly-held corporations. Advisors have an affirmative duty
19 of good faith and full and fair disclosure of all material
20 facts."
21 You have an affirmative duty as it relates to the
22 trust, correct?
23 A As it relates to the trust owner and the trust
24 participants.
25 Q No. I'm saying the trust. You're the independent

1 Advisor.
2 A But you can't just look at one portion of it. You have
3 to look at the whole. And the problem -- I say the
4 "problem" -- is that I also had a fiduciary responsibility to
5 the owner of the trust, and that was NPS.
6 Q All right. There are no documents that -- that have been
7 put forward in this -- in this case at all that indicates that
8 National Prearranged Services is the owner of the trust, --
9 THE COURT: Would you ask a question?
10 Q -- correct?
11 THE COURT: Mr. Birmingham?
12 Q (By Mr. Birmingham) Correct? Is that correct? That
13 there hasn't been a single shred of evidence in this case that
14 would indicate that --
15 MR. HOGAN: Objection; argumentative, Your Honor --
16 THE COURT: Overruled.
17 Q -- that National Prearranged Services was the owner of
18 this trust. Is that correct?
19 A I don't recall seeing evidence one way or the other, but
20 NPS was the owner of the trust, whether you produce evidence
21 of it or not.
22 Q And that's the way you proceeded.
23 A Yes, that's how I proceeded.
24 Q You proceeded as National Prearranged Services was the
25 owner of the trust, and you had to work towards their benefit.

1 Is that correct?
2 A I had to work toward their benefit, also, yes.
3 MR. BIRMINGHAM: "Prohibited Transactions," next
4 page.
5 Q (By Mr. Birmingham) Your own manual states that it is a
6 "prohibited transaction for an Advisor, directly or
7 indirectly, to employ any device, scheme or artifice to
8 defraud any client or prospective client," correct?
9 A Yes.
10 Q All right. That's any client. It doesn't single out one
11 or the other. It's just any client of the independent
12 Investment Advisor.
13 A It says any client, yes.
14 Q And you don't dispute that [redacted] was a client of
15 Wulf, Bates & Murphy?
16 A I do dispute that.
17 Q All right. So then you didn't treat your fiduciary
18 obligations as it relates to [redacted]?
19 A No. That's -- I had fiduciary responsibilities to the
20 trust but not to [redacted] per se, for Wulf, Bates &
21 Murphy.
22 Q All right. So there wasn't any duty that flowed out to
23 the individuals who actually deposited money into the trust,
24 correct?
25 A The fiduciary responsibilities were to the owner and to

1 the trust.
2 Q In your view the owner of the trust was National
3 Prearranged Services.
4 A Yes, sir.
5 THE COURT: Mr. Birmingham, why don't we take a
6 recess at this point.
7 Ladies and Gentlemen, we'll take an afternoon recess.
8 Please do not discuss the case among yourselves or
9 with anyone else. And you may proceed to the Jury Room.
10 You may step down, sir.
11 Court is in temporary recess.
12 THE CLERK: All rise.
13 (Court recessed from 3:00 PM until 3:20 PM.)
14 (Jury seated by the Clerk.)
15 (The following proceedings were held within the
16 hearing and presence of the Jury:)
17 THE CLERK: All rise. This Court is again in
18 session.
19 THE COURT: Please be seated.
20 Go ahead, Mr. Birmingham.
21 MR. BIRMINGHAM: Thank you, Your Honor.
22 CONTINUED CROSS EXAMINATION
23 QUESTIONS BY MR. BIRMINGHAM:
24 MR. BIRMINGHAM: Beau, Exhibit 8097.
25 Q (By Mr. Birmingham) Mr. Wulf, is that your signature at

1 the bottom of this affidavit?
2 A I believe it is, yes, sir.
3 Q All right. It's a notarized signature?
4 A It is.
5 Q And it says it was subscribed and sworn on June 9th,
6 1993, correct?
7 A Yes, sir.
8 Q All right. And at the very top it says, "Affidavit of
9 David R. Wulf." Is that correct?
10 A Yes, sir.
11 Q All right. And you executed this affidavit prior to the
12 Consent Judgment being issued out of Boone County, correct?
13 A I don't recall exactly when the Boone County was, but it
14 looks like prior to that, yes.
15 Q And you were called upon to offer or provide this
16 affidavit well before the Consent Judgment was issued out of
17 Boone County. Isn't that correct?
18 A I was -- This is before the Boone County Consent
19 Agreement, yes, sir.
20 Q Before you heard about anything on the news, you were
21 already involved in the litigation regarding the funding of
22 the prearranged trust established by National Prearranged
23 Services, correct?
24 A No, that's not correct. I was not involved in
25 litigation. This ---

1 Q But you were providing affidavits in its context.
2 A I was not involved in litigation. This is just a
3 statement of my professional opinion.
4 Q And provided in what circumstance?
5 A This circumstance was at the request of NPS for the
6 trust, I believe.
7 Q And the issues with National Prearranged Services
8 actually made it all the way on the news as opposed to just
9 being a local matter in Boone County in Columbia.
10 A I no longer ---
11 MR. HOGAN: Objection to the form, Your Honor. Is
12 there a question?
13 THE COURT: State -- Restate your question.
14 Q (By Mr. Birmingham) You -- You testified that you heard
15 about the NPS Consent Judgment by watching the news, correct?
16 A I did say that, yes.
17 Q All right. And you executed this affidavit about a year
18 before the Consent Judgment was signed. Is that correct?
19 A I don't remember when the Consent Judgment was signed,
20 and I don't remember when the news story was. It could have
21 been way before this. In other words, on the news station, it
22 was long before the Consent Judgment.
23 Q And there was questions regarding the propriety of NPS'
24 business practices. That was the news story. Isn't that
25 correct?

1 A I believe it was, correct; yes.
2 Q All right. So when you had testified earlier that you
3 had didn't have any reason or knowledge as to any problems
4 with National Prearranged Services, that wasn't true.
5 A Nowadays I think it's not uncommon for companies to get
6 involved in litigation. I think it's very common.
7 Q And you were aware of litigation regarding National
8 Prearranged Services, correct?
9 A When?
10 Q In the '90s.
11 A In the '90s?
12 Q Yes.
13 A Yes.
14 Q All right. And then you were back in litigation
15 regarding Lincoln Memorial Life Insurance Company and National
16 Prearranged Services in 2008. Isn't that correct?
17 A Yes.
18 Q The arbitration regarding Hanover begins actually in
19 2006, correct?
20 A I don't remember when it began, sir.
21 Q You executed an affidavit in the context of that
22 litigation in 2006. Isn't that correct?
23 This one's in '93 in a different litigation, but you
24 executed the one for Hanover in 2006. Isn't that correct?
25 A I -- I believe that's correct, and it's also 15 years

1 apart.
2 Q Exactly. In other words, there was indications
3 throughout your timeframe that National Prearranged Services
4 was the subject of inquiries regarding their business
5 practices. Isn't that true?
6 A I don't think it's true. I think that it has to do with
7 litigation. And I feel, like I said, nowadays it's pretty
8 commonplace for lawsuits to be brought against companies. I
9 don't think that's uncommon in a period of 25 years.
10 Q And as a result of the litigation in 1994, there was a
11 period of actual monitoring of the practices of the National
12 Prearranged Trust, correct?
13 A I believe ---
14 Q The trusts were monitored.
15 A I believe you're talking about Bob Lock.
16 Q Well, I'm talking about a Consent Judgment ordering that
17 NPS' prearranged funeral trust be monitored.
18 MR. HOGAN: Objection, Your Honor.
19 Q (By Mr. Birmingham) That's correct?
20 MR. HOGAN: Is there a question here?
21 THE COURT: Restate your question as a question.
22 Q (By Mr. Birmingham) You were provided with information
23 regarding the Consent Judgment back in 1994. Isn't that
24 correct?
25 A I don't remember exactly when it was. It was right

1 before I spoke with Bob Lock, the Missouri auditor.
2 Q All right. And then there was a period of monitoring
3 thereafter.
4 A It's my understanding now that it went on through
5 2001-ish, and I did not know when the monitoring stopped
6 until --
7 Q To the extent ---
8 A -- now.
9 Q To the extent that Bob Lock testified that the monitoring
10 ended in early 2000, you don't dispute that testimony?
11 A No.
12 Q Turning to your affidavit in 1993, Paragraph 4, you
13 stated, "It is my professional opinion that a purchase of
14 appropriate life insurance policies is a sound investment for
15 the purpose of funding certain prearranged funeral service
16 contracts and an appropriate investment for a reasonably
17 prudent trustee."
18 That is -- That is your language from your affidavit,
19 correct?
20 A Yes.
21 Q Regarding not simply life insurance policies but
22 appropriate life insurance policies. That's what you swore
23 to --
24 A That's ---
25 Q -- back in 1993.

1 A Yes, sir.
2 MR. BIRMINGHAM: Exhibit 201, please, Beau. Article
3 1, Definition 1 of the Trust Agreement.
4 Q (By Mr. Birmingham) You were appointed pursuant to the
5 Trust Agreement for prearranged funeral trusts established by
6 National Prearranged Services, correct?
7 A I'm sorry?
8 Q You were appointed pursuant to a Trust Agreement.
9 MR. HOGAN: Objection to form.
10 MR. BIRMINGHAM: Is that correct?
11 MR. HOGAN: We need a question. "Were you
12 appointed?" Try "Were you?"
13 THE COURT: Mr. Hogan, stop. Make an objection
14 appropriately.
15 Would you, please, restate your question?
16 Q (By Mr. Birmingham) Sir, were you appointed as the
17 independent Investment Advisor of the trust pursuant to a
18 trust agreement?
19 A I believe so.
20 Q All right. And ---
21 A I don't know that the trust agreement was the operative
22 document, but I know I was appointed the independent
23 Investment Advisor.
24 MR. BIRMINGHAM: Beau, Exhibit 525, please. 5825. I
25 apologize.

1 Q (By Mr. Birmingham) Mr. Wulf, what does this letter say
2 from Randall Sutton?
3 A "Pursuant to Trust Agreement dated July 24th, 1989, and
4 Article II, Section 2.2, you will continue to serve as
5 Investment Advisor. If you should have any questions, please
6 give me a call. Sincerely, Randall K. Sutton."
7 MR. BIRMINGHAM: Next page?
8 Q (By Mr. Birmingham) Sir, do you see your signature at
9 the middle of this document?
10 A Yes, sir.
11 Q And is this document notarized?
12 A Yes, sir.
13 Q And what is it headed? What is the title?
14 A "Accept" -- "Acceptance of Appointment as Investment
15 Advisor."
16 Q And then what does it say, sir?
17 A Shall I read it?
18 Q Please.
19 A "National Prearranged Services, Inc., pursuant to Article
20 II, Section 2.2 of the certain Trust Agreement dated January
21 3rd, 1983, having now on deposit in excess of 250,000, has
22 appointed Wulf, Bates & Murphy, Inc., a qualified Investment
23 Advisor, pursuant to Missouri and federal law, as its
24 Investment Advisor as to all funds and investments held
25 pursuant to said Trust Agreement."

1 Q I ask you again: Were you appointed pursuant to a trust
2 agreement?
3 A It says, "held pursuant to said Trust Agreement," yes.
4 Q At the top does it say "Acceptance of" ---
5 A This was 25 years ago. I don't remember exactly what
6 this thing said.
7 Q Now that you had a chance to review it, would you agree
8 that your appointment was pursuant to a trust agreement?
9 A It looks like the trust agreement was dated January 3rd,
10 1983, which, I think, has been revised three or four times
11 since then.
12 Q So that's a -- Is it -- Is it that you believe my
13 question can't be answered with a simple "yes" or "no"? Is
14 that your belief?
15 A No, I can't answer it. I apologize.
16 Q At least this document references a trust agreement.
17 Would you agree to that?
18 A Yes, sir.
19 Q And it references a trust agreement dated January 3rd,
20 1983. Is that correct?
21 A Yes, sir.
22 MR. BIRMINGHAM: Government's Exhibit 4387, please.
23 Q (By Mr. Birmingham) Mr. Wulf, this appears to be the
24 Consent Judgment, correct, that we've been talking about
25 during the course of this trial? Is that correct?

1 A Yes, but I believe there were two.
2 Q Well, how about this one?
3 MR. BIRMINGHAM: 4617.
4 Q (By Mr. Birmingham) Did you execute an affidavit in 1997
5 on behalf or in support of James Douglas Cassity?
6 A Yes, I did.
7 Q Would you, please, read -- well, the first paragraph,
8 "Before me."
9 A "Before me personally appeared David R. Wulf, who, first
10 personally sworn upon his oath, did state the following:"
11 "I am a principal of Wulf, Bates & Murphy, Inc., a
12 Registered Investment Advisor. As such, Wulf, Bates & Murphy
13 and I have worked extensively with Doug Cassity and his
14 associated companies since our founding in 1986.
15 Among the many hats I wear are Registered General
16 Security Principal and Registered Financial and Operation
17 Principal.
18 Prior to founding Wulf, Bates & Murphy, I was for
19 eight years a Registered Representative for both Shearson
20 Lehman Brothers and Merrill Lynch. My formal education degree
21 is in the field of Economics.
22 I am aware of Doug's past and how it often casts a
23 shadow. Most people will never know how they will deal with
24 likes circumstances. Doug has paid his debt to society and
25 has used this experience to make himself and his family

1 stronger. This is a trait to be both admired and respected.
2 I have worked with Doug and his companies for many
3 years and under different investment environments. They have
4 always been very fair and honest in their dealings.
5 I am extremely positive when it comes to assessing
6 Doug Cassity, his character and his business. I do not say
7 this lightly, nor do I say it often. I believe that it is in
8 the crucible of the difficult times that a man's true
9 character is revealed. I have been through such times with
10 Doug. And in all of his dealings with Wulf, Bates & Murphy,
11 he's always shown himself to be worthy of my wholehearted
12 trust and respect. Dated August 27th, 1997, David R. Wulf."
13 Q And the past that you're referring to is Doug Cassity's
14 felony conviction, correct?
15 A It's my understanding that Doug was convicted of a felony
16 in 1982 having to do with a tax shelter.
17 Q And your understanding also includes a working knowledge
18 of Doug and his companies for years. That's what it says in
19 your affidavit, correct?
20 A I believe I was working with Lincoln and I believe I was
21 working with NPS -- certainly NPS at the time. I think this
22 was -- he was trying to get a commodities license of some
23 kind.
24 Q And when you say "Lincoln," you're referring to Lincoln
25 Memorial Life Insurance Company or Lincoln Memorial Services

1 or both?
2 A Until a couple of days ago, I never would have known the
3 difference between Lincoln Memorial Services and Lincoln
4 Memorial Life Insurance Company because -- I now do because --
5 but they sound almost identical, Lincoln Memorial Services and
6 Lincoln Memorial Life Insurance, and they're two completely
7 different companies.
8 Q And you have a duty of due diligence, correct, as a
9 fiduciary?
10 A A duty of due diligence? Yes, I suspect that there's
11 aspects of due diligence that I do and perform on a continual
12 basis, yes.
13 Q Your testimony to this Jury after hearing Professor
14 Arthur Laby is you suspect that you have a duty of due
15 diligence as an independent Investment Advisor?
16 A Yes.
17 Q All right. And it's your testimony that between 1994 and
18 2008, you never took the steps of due diligence to investigate
19 wires going in and out of trusts and for what companies?
20 A No, that's not what I'm saying.
21 Q As to Doug Cassity's past.
22 A Yes, sir.
23 Q All right.
24 A Oh.
25 Q Doug Cassity was a convicted felon. Your affidavit is

1 dated when on this affidavit?
2 A 1997.
3 Q Is that before or after the Consent Judgment?
4 A After.
5 Q So you have knowledge of both regulatory intervention
6 related to National Prearranged Services and a Court-ordered
7 monitor as well as the fact that Doug Cassity is a convicted
8 felon going into 1998. Isn't that correct?
9 A Yes.
10 MR. BIRMINGHAM: Exhibit 3169, on the second page.
11 Q (By Mr. Birmingham) Is this another affidavit that you
12 executed, Mr. Wulf?
13 A Yes, it is. This was ten years later.
14 Q In 2006; is that correct?
15 A Yes, sir; June, 2006, yes, sir.
16 Q And this is in another proceeding regarding Lincoln
17 Memorial Life Insurance Company and National Prearranged
18 Services. "Yes" or "no"?
19 A Yes.
20 Q Do you recall you were called again to articulate your
21 duties at Page 4.
22 MR. BIRMINGHAM: Beau, if you would go to the first
23 page.
24 Q (By Mr. Birmingham) Paragraph 4 is what you swore to.
25 Is that correct?

1 A Yes, sir.
2 Q "That Wulf, Bates -- WBM (Wulf, Bates & Murphy) and my
3 duties and obligations as the independent, qualified
4 Investment Advisor for the prearranged trusts are to protect,
5 invest and manage the preneed trust assets pursuant to
6 Missouri preneed statutes." Isn't that what you wrote in
7 2006?
8 A Yes.
9 MR. BIRMINGHAM: Exhibit 201, Beau. Page down. No;
10 I'm sorry. Just down to the bottom page. If you would blow
11 up the first paragraph.
12 Q (By Mr. Birmingham) Definitions from the Trust
13 Agreement, "Owner shall mean each person who shall execute a
14 funeral agreement with the Seller for the purchase of the
15 funeral expenses, articles and facilities agreed to be
16 furnished thereunder and either the person designated as his
17 successor in the funeral agreement or, if there is no such
18 designation, his legal representative."
19 Did I read that correctly, sir?
20 A You read that correctly.
21 MR. BIRMINGHAM: Beau, if you would go to Page 6 of
22 that document. One more page.
23 Q (By Mr. Birmingham) Mr. Wulf, do you see Paragraph 4.2?
24 A Yes.
25 Q And does it state, "The Trustee or the Investment Advisor

1 appointed pursuant to Article 2.2 hereof shall have full
2 discretion and authority with respect to the investment of the
3 funds in the trust"?
4 Did I read that accurately?
5 A Yes.
6 Q And specifically the phrase "shall have full discretion
7 and authority," that's in the trust agreement, correct? It's
8 written there?
9 A It is. And there's other things written in there, too,
10 that are not correct.
11 Q I'm sorry?
12 A Well, if you keep going, it says, "and shall have full
13 discretion to trade with Prudential Bache, Mark Twain Bank or
14 others first approved in writing by Seller." So it does say
15 that, but there are, in my opinion, some conflicts.
16 Q Well, let me ask you this. You agreed to serve as the
17 Independent Investment Advisor.
18 A Yes, sir.
19 Q No one -- No one forced you to do it.
20 A No.
21 Q No one forced you to do it for $3,750 a quarter. Is that
22 correct?
23 A That is correct.
24 Q You voluntarily agreed to take on the responsibilities as
25 the independent Investment Advisor of these prearranged

1 funeral trusts.
2 A Yes.
3 Q All right. And it doesn't -- It's not a question of you
4 deciding what something means or doesn't mean if you agree to
5 follow the law. Is that correct?
6 The language of the trust is the language of the
7 trust. Is that correct?
8 A I don't know what that means.
9 Q It means if something's in black and white, it's -- it's
10 there in black and white. Isn't that correct?
11 A If something there's in black and white, it's there in
12 black and white.
13 Q And the statute was in black and white, --
14 A Yes.
15 Q -- correct?
16 A But my reading ---
17 Q And the Consent Judgment was in black and white.
18 A Yes.
19 Q And the Consent Judgment said that all investments will
20 be done wholly independent of National Prearranged Services.
21 That's what the Consent Judgment stated.
22 MR. HOGAN: Objection to the --
23 A Yes.
24 MR. HOGAN: -- form, Your Honor.
25 THE COURT: Would you just ask a question? Okay?

1 Q (By Mr. Birmingham) The Consent Judgment contained
2 language, did it not, regarding how investments were to be
3 directed?
4 A I'm not sure that I saw the entire Consent Judgment, and
5 I'm not sure legally that that's what it says exactly. There
6 are conflicts with other things ---
7 Q I'm sorry. Thank you, sir.
8 MR. BIRMINGHAM: Beau, 4387, please. Page 4. I'm
9 sorry; Page 5 of the actual Consent Judgment.
10 Q (By Mr. Birmingham) About five lines down, sir, do you
11 see the sentence beginning, "Any property"?
12 A I do.
13 Q Does the Consent Judgment state or does it not state,
14 "Any property held in trust shall be invested and reinvested
15 by the Trustee or Investment Advisor wholly independent of
16 NPS?" Does it state that, sir, or does it not?
17 A It says that, yes, sir.
18 MR. BIRMINGHAM: Beau, if you'd go back to 3169,
19 second page.
20 Q (By Mr. Birmingham) Mr. Wulf, does Paragraph 6 of your
21 affidavit say, "All investment and asset management decisions
22 relating to NPS' preneed trusts are determined solely by Wulf,
23 Bates, Murphy by Wulf, Bates, Murphy's investment protocol at
24 the time of the investment or management decisions in order to
25 protect and maximize the return on the preneed trusts'

1 assets"? Is that what it says?
2 A The -- That's ---
3 Q "Yes" or "no," sir?
4 A Yes.
5 Q And this is your affidavit?
6 A The operative word --
7 Q Is this your affidavit, sir?
8 A -- is "investment protocol." In other words, Wulf, Bates
9 & Murphy's investment protocol.
10 MR. BIRMINGHAM: Your Honor, I would object as
11 nonresponsive.
12 THE COURT: Sir, ---
13 THE WITNESS: I'm sorry.
14 THE COURT: Mr. Wulf, just answer the question asked.
15 THE WITNESS: Yes, ma'am.
16 Q (By Mr. Birmingham) This is your sworn affidavit, is it
17 not?
18 A Yes, it is.
19 Q And it contains the language that I just read verbatim,
20 correct?
21 A Yes.
22 Q And I read verbatim from your own Wulf, Bates & Murphy
23 Compliance Manual, correct?
24 A Yes.
25 Q And your Wulf, Bates & Murphy Compliance Manual has a

1 provision regarding best execution, correct?
2 A Correct.
3 Q All right. And "best execution" means you find the best
4 price for your client at that time, correct?
5 A In most circumstances, yes.
6 Q So there's certain circumstances that you do not owe a
7 duty under the Wulf, Bates & Murphy Compliance Manual of best
8 execution?
9 A In my opinion, yes.
10 MR. BIRMINGHAM: Exhibit 5.
11 Q (By Mr. Birmingham) The stipulated exhibit in this case
12 reflects six stock transactions that occurred in the trust.
13 Did these six stock transactions occur in Trust IV, sir?
14 A Yes, they did.
15 Q All right. The trust bought shares of these stocks from
16 Forever Enterprises. Is that correct?
17 A I believe it was Forever Enterprises, yes.
18 Q All right. And the price of Arch Communications Group on
19 November 15th, 2000, what was it as reflected in Exhibit 5?
20 You're familiar with highs and lows when it comes to
21 stock prices for a given day?
22 A I'm looking for Exhibit 5.
23 Q It's the exhibit in front of you, sir?
24 A I did not know that. I -- I -- I've seen this about five
25 times.

1 Q Arch Communications Group, is that a stock that is listed
2 or that appears right in front of you on that screen?
3 A Yes, it does.
4 Q All right. What was the daily high for that stock?
5 A $2.25 a share.
6 Q And what was the low?
7 A $2.03 a share.
8 MR. BIRMINGHAM: Next one.
9 Q (By Mr. Birmingham) Dell Computer Corporation, December
10 1st, 2000, what was the high for that share in the open
11 market?
12 A $20.31 a share.
13 Q What was the low?
14 A $18.06 a share.
15 MR. BIRMINGHAM: Next one.
16 Q (By Mr. Birmingham) Conseco, that's another stock that
17 was purchased by the trust on December 14th, 2000. Is that
18 correct?
19 A That is correct.
20 Q And the high that day if someone purchased it over the
21 counter?
22 A $9.19 a share.
23 Q And the low?
24 A $8.69 a share.
25 Q These are all terminologies that you're familiar with

1 based on your degree in Economics, correct?
2 You have a degree in Economics. That's what it said
3 in that affidavit, correct?
4 A Yes, I have a degree in Economics, and I'm not sure that
5 that's the basis of me being able to read this. But it says
6 $7.75 a share on the high and $7.13 a share on the low.
7 Q All right. And that's for E*TRADE Group, a stock that
8 was purchased by Trust IV on December 20th, 2000, correct?
9 A I believe that's correct, yes.
10 Q And that was the stock that was purchased, as were all
11 these purchased, not over the market but from Forever
12 Enterprises, correct?
13 A That is correct.
14 Q And you signed all those Letters of Direction related to
15 those stocks.
16 A I did.
17 MR. BIRMINGHAM: Page down.
18 Q (By Mr. Birmingham) E*TRADE was also bought on December
19 28th, 2000, correct?
20 A Yes; 7.94 a share.
21 Q And -- Well, that's what it was trading at on the open
22 market as its high. That's correct? "Yes"?
23 A Daily high: 7.94; daily low: $7.06.
24 Q In other words, if someone bought it in the open market,
25 that's the range they would have paid on that day. Is that

1 correct?
2 A That is correct.
3 Q All right.
4 MR. BIRMINGHAM: Page down.
5 Q (By Mr. Birmingham) Conseco, it was also traded on the
6 open market on January 5th, 2001, correct?
7 A Yes, that's correct.
8 Q And the trust did not buy that stock on the open market
9 that date, correct?
10 A No, it did not buy it on the open market.
11 Q If they had bought it on the open market, what would have
12 been the highest price that it would have paid that day?
13 A $13.75.
14 Q And what would have been the lowest price?
15 A $12.58.
16 Q And in terms of best execution, what would be the best
17 price for the individual buying that stock that day? $13.75
18 or $12.58?
19 A It would be in between there, depending upon when you
20 bought it.
21 Q Well, I mean the best price you can get that day is what?
22 A The best price that you could buy that day, it would be
23 at $12.58 a share, but that's not what "best execution" means.
24 Q I'm asking you simply: If someone bought that stock,
25 what is the best price they could get that stock for on that

1 day based on the New York Times stock?
2 A I misunderstood your question because I thought you said,
3 "What was the best execution?"
4 The best price that you could have bought it would
5 have been the low at $12.58.
6 Q And what would have been the absolute worse that someone
7 would have paid for that stock on that day if they bought it
8 in the open market?
9 A $13.75 a share.
10 Q Sir, the Trust in all of these transactions did not pay
11 within these ranges, correct?
12 A Correct.
13 MR. BIRMINGHAM: Exhibit 245, please, Beau.
14 Q (By Mr. Birmingham) Exhibit 245, do you see your
15 signature on this Letter of Direction, Mr. Wulf?
16 A Yes, sir.
17 Q Do you see Randall Sutton's signature on this Letter of
18 Direction?
19 A Yes.
20 Q Do you see Brent Cassity's signature on this Letter of
21 Direction?
22 A Yes.
23 Q All right. You had business relationships with
24 Randall Sutton, correct?
25 A Yes.

1 Q You had business relationships with Brent Cassity and
2 Lincoln Memorial Life Insurance Company, correct?
3 You handled their bond portfolio, sir. You testified
4 to that earlier. Do you have -- Did you have relationships
5 with Lincoln Memorial Life Insurance Company?
6 A I did have with Lincoln Memorial Life Insurance Company,
7 yes.
8 MR. BIRMINGHAM: 251.
9 Q (By Mr. Birmingham) This Letter of Direction is
10 regarding the Dell shares, correct?
11 A Yes, Dell shares.
12 Q And, again, the purchase of the Dell shares at a total
13 price of $124,837.50 was approved and accepted by Wulf, Bates
14 & Murphy with your signature, correct?
15 A Correct.
16 Q And there's similar Letters of Direction as to each of
17 the stock purchases that occurred on that list that I showed
18 you before, that Exhibit 5, correct?
19 A Yes, sir.
20 MR. BIRMINGHAM: Exhibit 3, Page 2. I'm sorry.
21 Exhibit 1253, Page 2. Sorry.
22 Q (By Mr. Birmingham) Now, Mr. Wulf, you don't dispute
23 that the Government's evidence that 2,600,000 left Trust IV
24 and went to Lincoln Memorial Services? You don't dispute that
25 fact?

1 A No, sir, I don't.
2 MR. BIRMINGHAM: 1245, Page 2.
3 Q (By Mr. Birmingham) And you don't dispute the fact that
4 two million dollars also left Trust IV and went to the same
5 entity, Lincoln Memorial Services. You don't dispute the
6 Government's evidence as to that point, correct?
7 A No, I do not.
8 MR. BIRMINGHAM: 1323, Page 2.
9 Q (By Mr. Birmingham) You don't dispute the Government's
10 evidence that $582,592.60 left Trust IV and was transferred to
11 Forever Marin?
12 A No, sir, I don't dispute that.
13 MR. BIRMINGHAM: 1583.
14 Q (By Mr. Birmingham) And you don't dispute the
15 Government's evidence that on October 26th, 2004, $49,000 left
16 Trust IV and went to National Prearranged Services? You don't
17 dispute that evidence?
18 A No. No, sir, I don't.
19 MR. BIRMINGHAM: 5487.
20 Q (By Mr. Birmingham) And you don't dispute that
21 Kelly Bates worked part-time for Wulf, Bates & Murphy,
22 correct?
23 A No, I don't dispute that she worked part-time, but I do
24 dispute the fact that she got any e-mails. She did not have a
25 Forever Enterprises e-mail address working account at all.

1 MR. BIRMINGHAM: Your Honor, I'm marking this exhibit
2 as 9500.
3 Q (By Mr. Birmingham) What is the name identified on the
4 full name header of this document?
5 A Kelly Bates; Bates -- "Bates" last name, first name
6 "Kelly"; Wulf, Bates.
7 Q And what is the e-mail?
8 A The e-mail is at forevernetwork.com. And what I'm saying
9 is it was not a working ---
10 Q I'm just asking: What does this document say?
11 MR. HOGAN: Your Honor, I'd ask that the witness be
12 allowed to answer the question.
13 THE COURT: Overruled.
14 Sir, just answer the question.
15 Repeat your question.
16 A KBates@forevernetwork.com.
17 MR. BIRMINGHAM: 9501.
18 Q (By Mr. Birmingham) Who is this e-mail from, sir? Sir,
19 who is it from?
20 A It says, From: T. Bates; Tripp Bates.
21 Q And who is it to?
22 A Tripp Bates, Dave Wulf, Forevernetwork.com, Jack Howard,
23 Alicia Tate, Teresa Tyson, SEC Audit, WBM ---
24 Q I'm sorry. Did you skip a name?
25 A Probably. I'm sorry. I'm trying to understand what this

1 is because we've never seen anything like this.
2 Q This is Tripp Bates' e-mail to his wife.
3 A It is not Tripp Bates' e-mail.
4 Q All right. Let me put it to you this way: Does it say
5 it's from Tripp Bates?
6 A It says it's from Tripp Bates, --
7 Q And what is the e-mail ---
8 A -- but this is not a Tripp Bates e-mail.
9 Q What is the e-mail address that he uses for [redacted]
10 A The same one ---
11 Q What does this e-mail address reflect that ---
12 A The same e-mail that didn't work on the previous one,
13 [redacted]; that she did not ever use. I don't
14 know who did that e-mail. It certainly wasn't T. Bates.
15 MR. BIRMINGHAM: 9502.
16 Q (By Mr. Birmingham) Do you see the bolded part down at
17 the bottom, "From"?
18 A "From: Jessica Jones"?
19 Q No; right above that.
20 A "From: Dave Bates"?
21 Q Dave Bates. Who's "Dave Bates"?
22 A Whoever did this e-mail, obviously, didn't know what they
23 were doing. There is no "Dave Bates."
24 Q All right. Does Mr. Bates have any relatives?
25 A He does.

1 Q All right.
2 A Oh, I'm sorry. David Bates, okay. That's his -- I
3 apologize.
4 Q That's his?
5 A That's his brother.
6 Q And do you see at the very top right an e-mail for
7 Kelly Bates?
8 A It's not the right e-mail.
9 Q Okay. But what does it say?
10 A It says, "[redacted]."
11 Q All right. And so the document I showed you from
12 Tripp Bates is using [redacted]" and the
13 document I'm using from Dave Bates, her brother-in-law, is
14 using [redacted]. And the documents that I previously
15 showed are using that e-mail address as well, correct?
16 A That's what it looks like, but I still say that she did
17 not get any e-mails at "[redacted].
18 Q But what I showed you was in black and white, correct?
19 A It was in black and white, yes.
20 Q All right.
21 MR. BIRMINGHAM: 5487 again, please. And the next
22 page.
23 Q (By Mr. Birmingham) Mr. Wulf, you don't dispute that
24 $600,000 was wired out of trust to Forever Enterprises on or
25 about August 2nd, 2007? You don't dispute the Government's

1 evidence in this case?
2 A It -- It looks like that's a faxed form ready to go, but
3 most of the wires that I've seen ---
4 Q Well, this is just the e-mail portion of it. I'm just
5 asking if you dispute that the money left the trust.
6 A I'm not going to dispute the Government evidence. I'm
7 just trying to understand what the form is that I'm looking
8 at.
9 MR. BIRMINGHAM: 5487-A.
10 A That's more common.
11 Q (By Mr. Birmingham) All right. And you don't dispute
12 then the Government's evidence that 670,000 left Trust IV on
13 or about August 2nd, 2007?
14 A It looks like Randy Sutton wired $670,000 to Forever
15 Enterprises; Austin, Texas; yes, sir.
16 MR. BIRMINGHAM: 5489-A.
17 Q (By Mr. Birmingham) And you don't dispute that 899,000
18 was also wired on August 6th? You don't dispute that fact, do
19 you?
20 A It looks like 899,000 was wired August 6th, 2007, from
21 Randy Sutton and Sandy Wallis.
22 Q And you don't dispute that $500,000 was liquidated from
23 the Caymus Fund in order to make the transaction, the
24 $670,000? You don't dispute that holdings into the Caymus
25 Fund were liquidated to wire transfer money out of the trust?

1 A All I know was from what I saw on the Government's
2 exhibit that Caymus Fund liquidated $500,000 into the trust.
3 Q All right. But the Caymus fund isn't a -- I mean it's an
4 entity. You were the Director of the Caymus Fund, correct?
5 A It's a partnership.
6 Q Right.
7 A It's a ---
8 Q But the managing partner of the Caymus Fund was who?
9 A Me.
10 Q All right.
11 MR. BIRMINGHAM: 8367.
12 Q (By Mr. Birmingham) And you don't dispute that is your
13 writing down at the bottom of this document?
14 A That is our Fax Cover Sheet, yes, sir.
15 Q All right. And that is to Sylvia Stuart at Bremen Bank,
16 correct?
17 A Yes, sir.
18 Q All right.
19 MR. BIRMINGHAM: Next page.
20 Q (By Mr. Birmingham) And that's your signature?
21 A That is a letter request with my signature to move money
22 into the investment of Rydex Funds.
23 Q And you don't dispute that that money was money that came
24 in from a rollover. You don't dispute that fact?
25 A I do dispute that. I don't know where the money that

1 came in -- where it was from.
2 Q You'd have to look at the trust statement, correct? Is
3 that correct, sir? That would be the best source to figure
4 out where that money came in from?
5 A I'm not sure if I could figure it out from the trust
6 statement.
7 Q If it actually said "rollover," would that be helpful?
8 A If -- If -- If it said "rollover," it could have come
9 from a rollover, yes.
10 Q All right. You're familiar with trust statements that
11 would identify specifically that money is coming in from
12 rollovers. You reviewed these statements every month.
13 A I'm not denying that it came from a rollover. All I'm
14 saying is I don't know that just by looking at this letter.
15 I'd have to look. And if you're saying that it came from a
16 rollover and it's on the statement, well then, it came from a
17 rollover and it's on the statement, and I would agree with
18 you.
19 Q And you don't dispute that typically the trust statements
20 would identify rollovers specifically from particular funeral
21 homes.
22 A I -- I -- I believe some of the things were on the
23 rollovers in the trust statements, yes.
24 Q In other words, for anybody actually looking at the trust
25 statements, they'd be able to identify, say, money coming in

1 from Lawrence Jones or Price Funeral Home or Muehlebach.
2 A I think you could determine that, yes.
3 Q And not just me, but the independent Investment Advisor
4 that's reviewing the statements, correct?
5 A Yes.
6 Q All right.
7 MR. BIRMINGHAM: I have about five more minutes,
8 Your Honor. I'll try to cut this down.
9 5 -- I'm sorry. 4435.
10 Q (By Mr. Birmingham) Sir, at the bottom of this document,
11 is it your signature?
12 A It is my signature, and ---
13 Q And what does it say at the top of the document?
14 A "Trust Advisor Procedures."
15 Q And Page or Paragraph 5 states what?
16 A "The Trust Advisor tracks all wire transfers on his
17 computer. When the trust account statements are received for
18 the NPS trust account and the insurance company trust account,
19 the Advisor verifies the accuracy of the transfer."
20 And these procedures were ---
21 Q I'm sorry. I'm just asking what this statement says that
22 you actually signed.
23 A The statement that I actually signed, these trust
24 procedures were never followed after one or two days by either
25 me or the bank. These ---

1 Q So are you?
2 A These are prescribed.
3 Q So the monitor comes in. You execute a document saying
4 that you will follow certain procedures, and then you did not
5 follow them two days after he -- after it was executed?
6 A They were completely impractical, and the bank didn't
7 follow theirs either. And Bob Lock then monitored what the
8 normal procedures were from there, and they were nothing like
9 this.
10 Q Paragraph 6: "For the Trust IV life insurance purchases,
11 the Trust Advisor receives an Evidence of Insurance from the
12 insurance company which he then compares to the insurance
13 purchases computer run received from NPS to verify the
14 appropriate amount of insurance was purchased."
15 That's at least what it says in black and white,
16 correct? Correct, sir?
17 A That, sir, is what it says in black and white, and it was
18 scrapped.
19 Q All right. In black and white it says, "The Trust
20 Advisor tracks all wire transfers and reviews the account
21 statements for accuracy." It says that in your "Trust Advisor
22 Procedures" statement, correct?
23 A Sometimes -- Sometimes contracts are scrapped, and this
24 one was.
25 MR. BIRMINGHAM: No further questions, Your Honor.

1 THE COURT: Mr. Hogan?
2 MR. HOGAN: No, Your Honor.
3 THE COURT: Thank you, sir. You may step down.
4 MR. BIRMINGHAM: May we have a sidebar?
5 THE COURT: Sure.
6 (The following proceedings were held at sidebar,
7 outside the hearing of the Jury:)
8 MR. HOGAN: I thought you were going to ask him what
9 the legal definition of "scrapped" was.
10 MR. BIRMINGHAM: I think it's term life insurance.
11 But the -- We just want to do a few more housekeeping things
12 like we talked about. I just didn't want us to be closing the
13 evidence without us ---
14 THE COURT: No. That's all right. We can talk about
15 all that stuff. There's -- Are you going to have any rebuttal
16 evidence?
17 MR. BIRMINGHAM: No, Your Honor.
18 THE COURT: Okay. Then I will dismiss the Jury and
19 tell them to come back tomorrow morning. And we'll, you know,
20 we'll start to work on what we need to do.
21 MR. HOGAN: Okay.
22 MR. BIRMINGHAM: Thank you, Your Honor.
23 THE COURT: Well, you're not going to close?
24 MR. BIRMINGHAM: Today?
25 THE COURT: I mean -- Well, your ---

EXHIBIT P

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	S2-4:09CR00509 JCH
	)	
DAVID R. WULF,	)	
	)	
Defendant.	)	

PARTIES' AGREED REDACTED INDICTMENT

COMES NOW the United States of America, by and through its undersigned counsel, and submits the attached agreed redacted indictment for submission to the jury for its deliberations. The redacted indictment differs from the Second Superseding Indictment returned by the Grand Jury in that it a) removes counts that the government has not pursued at trial against Defendant David R. Wulf; b) removes the forfeiture allegation in light of the Third Stipulations of the Parties; and c) renumbers the counts the government has pursued, such that the counts are numbered sequentially in the redacted indictment. The below table indicates the counts of the Second Superseding Indictment that correspond to each of the counts appearing in the redacted indictment.

Redacted Indictment	**Second Superseding Indictment**
1	1
2	2
3	5
4	6
5	7
6	8

Redacted Indictment	**Second Superseding Indictment**
7	9
8	10
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16	19
17	20
18	22

Dated: August 21, 2013

Respectfully submitted,

RICHARD G. CALLAHAN
United States Attorney

/s/ Richard E. Finneran

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CHARLES S. BIRMINGHAM, #47134MO
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(314) 539-2200

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 21, 2013, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Richard E. Finneran
RICHARD E. FINNERAN, #60768MO
Assistant United States Attorney

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
RANDALL K. SUTTON,	)	
SHARON NEKOL PROVINCE,	)	No. S2-4:09CR00509 JCH (TCM)
JAMES DOUGLAS CASSITY, a/k/a DOUG	)	
CASSITY,	)	
BRENT DOUGLAS CASSITY,	)	
HOWARD A. WITTNER, and	)	
DAVID R. WULF,	)	
	)	
Defendants.	)	

SECOND SUPERSEDING INDICTMENT

COUNT 1

The Grand Jury charges:

1. Beginning on or about sometime prior to 1992, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree together and with each other to commit various offenses against the United States, that is, mail fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1341; mail fraud, in violation of Title 18, United States Code, Section 1341; wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343; wire fraud, in violation of Title 18, United States Code, Section 1343; and bank fraud, in violation of Title 18, United States Code, Section 1344.

MANNER AND MEANS OF THE CONSPIRACY

The allegations of Paragraphs 1 through 41 of Count 2 of this Indictment are hereby realleged and incorporated by reference as if fully set forth herein.

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

COUNT 2

The Grand Jury charges:

A. INTRODUCTION

1. Beginning on or about sometime prior to 1992, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, with the exact date unknown to the Grand Jury, in the Eastern District of Missouri, and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, devised and

intended 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 from purchasers of prearranged funeral contracts from National Prearranged Services, Inc., funeral homes which did business with National Prearranged Services, Inc., policy holders of Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, and financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and which scheme and artifice to defraud affected financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Service, Inc., and knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and to obtain any of the moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of such financial institutions, by means of materially false and fraudulent pretenses, representations, and promises.

2. This scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises was carried out in the following manner:

B. <u>ENTITIES INVOLVED IN SCHEME</u>

3. On or about sometime in 1979, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, acquired an interest in National Prearranged Services, Inc., a Missouri corporation. National Prearranged Services, Inc. was engaged in the business of selling contracts for prearranged funeral services, which involved the sale for an agreed upon price of funeral services and merchandise to be provided in the future

upon the death of the person for whom such services and merchandise were to be provided.

4. On or about sometime in 1980, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, transferred ownership of his interest in National Prearranged Services, Inc., and other assets which he owned or controlled to a trust named RBT Trust for the benefit of his wife and children, including defendant BRENT DOUGLAS CASSITY. On or about September 28, 1990, the wife and children of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, including defendant BRENT DOUGLAS CASSITY, transferred their interests in RBT Trust to a new trust which was named RBT Trust II. Defendant HOWARD A. WITTNER was designated as trustee of RBT Trust II.

5. Among the assets of RBT Trust II was National Heritage Enterprises, Inc., a Missouri corporation. National Heritage Enterprises, Inc. was a holding company which owned controlling interests in various corporations, including National Prearranged Services, Inc., Lincoln Memorial Services, Inc., and Forever Enterprises, Inc.

6. Lincoln Memorial Services, Inc., an Illinois corporation, was primarily used by defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and his wife and children, including defendant BRENT DOUGLAS CASSITY, to make investments. Defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, had complete discretion regarding the investment portfolio and decisions of Lincoln Memorial Services, Inc.

7. Forever Enterprises, Inc., a Texas corporation, owned various other corporations, including Memorial Service Life Insurance Company, a Texas insurance company. Memorial Service Life Insurance Company owned Lincoln Memorial Life Insurance Company, which was also a Texas insurance company. Forever Enterprises, Inc. also owned various corporations

which provided funeral, cemetery, and other related services and products, including Forever Network, Inc., a Missouri corporation.

8. Forever Network, Inc. owned various corporations which provided funeral, cemetery, and other related services and products, such as Hollywood Forever, Inc., and Forever Marin, Inc., both California corporations; Forever Oak Hill, Inc., and Mount Washington Forever LLC, both Missouri corporations; and Texas Forever, Inc., a Texas corporation.

9. In 2004, RBT Trust II purchased Professional Liability Insurance Company of America, hereinafter referred to as PLICA, a New York medical malpractice insurance company. On or about April 28, 2010, the Supreme Court of New York (New York County) placed PLICA in rehabilitation.

10. On or about May 14, 2008, at the request of the Texas Department of Insurance, the District Court of Travis County, Texas placed Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and National Prearranged Services, Inc. in rehabilitation due to the hazardous financial condition of these companies. A Special Deputy Receiver was subsequently appointed to take possession of the assets of Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and National Prearranged Services, Inc.

C. DEFENDANTS AND THEIR ROLES IN THE SCHEME

11. Beginning on or about sometime in 1981, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, defendant RANDALL K. SUTTON served at various times as Chief Financial Officer, Director, and President of National Prearranged Services, Inc.; as Vice President, Chief Executive Officer, and Director of Lincoln

Memorial Life Insurance Company; Vice President and Director of Memorial Service Life Insurance Company; and as Treasurer and Assistant Vice President of PLICA. During this period, defendant RANDALL K. SUTTON's duties for National Prearranged Services, Inc. included senior management responsibilities relating to operations and finances. Defendant RANDALL K. SUTTON also served at various times since 1974 as Chief Financial Officer for the family of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY.

12. Beginning on or about sometime in 1990, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, defendant SHARON NEKOL PROVINCE served at various times as Office Manager, Assistant Secretary, and President of National Prearranged Services, Inc.; Vice President of Lincoln Memorial Life Insurance Company; Vice President of Memorial Service Life Insurance Company; Vice President of Lincoln Memorial Services, Inc.; and a Director of PLICA. During this period, defendant SHARON NEKOL PROVINCE's duties for National Prearranged Services, Inc. included personnel, operations and financial responsibilities.

13. From 1979 to 1982, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, served as an owner and Director of Operations of National Prearranged Services, Inc. After on or about sometime in 1982, with the exact date unknown to the Grand Jury, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, had no official position with National Prearranged Services, Inc., and other companies which were part of RBT Trust II. Nevertheless, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, continued to exercise control over National Prearranged Services, Inc., Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company, and PLICA. Defendant JAMES DOUGLAS CASSITY, a/k/a

DOUG CASSITY, received compensation by agreement from National Prearranged Services, Inc., and other companies which were part of RBT Trust II.

14. Beginning on or about sometime in 1989, with the exact date unknown to the Grand Jury, and continuing until on or about May 14, 2008, defendant BRENT DOUGLAS CASSITY, served as Marketing President of National Prearranged Services, Inc., Chief Executive Officer, Chairman, President, and Director of Forever Enterprises, Inc., and Director of Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company. During this period, defendant BRENT DOUGLAS CASSITY's duties for National Prearranged Services, Inc. included senior management responsibilities related to sales, operations and finances.

15. At all times pertinent herein, defendant HOWARD A. WITTNER was an attorney at law who was licensed to practice law in the State of Missouri. Defendant HOWARD A. WITTNER provided personal legal services to defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant BRENT DOUGLAS CASSITY, and also served as trustee of RBT Trust II. Defendant HOWARD A. WITTNER served as Vice President, Secretary and General Counsel of PLICA. Defendant HOWARD A. WITTNER served as a Director of National Prearranged Services, Inc., Forever Enterprises, Inc., Memorial Service Life Insurance Company, Lincoln Memorial Life Insurance Company, and PLICA. Defendant HOWARD A. WITTNER also provided legal services for National Prearranged Services, Inc., and PLICA.

16. At all times pertinent herein, defendant DAVID R. WULF was registered as an Investment Advisor with the United States Securities and Exchange Commission and the Missouri Secretary of State. Defendant DAVID R. WULF was Chief Executive Officer of the

investment firm of Wulf, Bates & Murphy, Inc., whose offices were leased from National Prearranged Services, Inc., and were located in the same office building in Clayton, Missouri as the home office of National Prearranged Services, Inc. On or about June 2, 1988, National Prearranged Services, Inc. appointed Wulf, Bates & Murphy, Inc. as the Investment Advisor for the prearranged funeral trusts which it established.

D. STATE REGULATION OF PREARRANGED FUNERAL CONTRACTS

17. The risk to purchasers of prearranged funeral contracts was that the money which the purchasers provided to sellers of such contracts would not be available when the funeral services were needed which potentially could be many years after the contracts were purchased. The prearranged funeral industry was regulated by state government agencies throughout the United States. The purpose of state regulation of the prearranged funeral services industry was to insure that money provided by purchasers of prearranged funeral services would be available at a later date when the services were needed.

18. Although the particulars of state regulation of the prearranged funeral services industry differed from state to state, one common feature of the various regulatory schemes was that money received from purchasers of prearranged funeral contracts was to be held by independent entities whose activities were monitored by governmental agencies. These independent entities included financial institutions, such as banks, which were regulated by the Federal Deposit Insurance Corporation (FDIC), and state departments of finance, and insurance companies, which were regulated by state departments of insurance.

19. Some states, including Missouri, required that all money received from purchasers

of prearranged funeral contracts, less a percentage of which the seller was permitted by state law to retain for the payment of expenses and overhead, was to be held in trust to be invested for the benefit of the purchasers. Other states permitted the purchasers of prearranged funeral contracts to buy a life insurance policy in order to fund the funeral services and merchandise to be provided under the contract.

E. MANNER IN WHICH NATIONAL PREARRANGED SERVICES, INC.'S PREARRANGED FUNERAL CONTRACTS WERE CREATED AND ADMINISTERED

20. An individual who was interested in purchasing a prearranged funeral contract from National Prearranged Services, Inc. would execute a written document which set forth the terms of the contract. As part of the contract, the total price for the funeral services and merchandise was agreed upon, and would remain constant regardless of when the funeral services and merchandise would be needed. A purchaser could pay the agreed upon price either in full, or by periodic installments. The purchaser deposited funds with National Prearranged Services, Inc. to obtain the funeral services and merchandise at the agreed upon price. National Prearranged Services, Inc. agreed to arrange for the funeral with the funeral home designated in the agreement upon the death of the person for whom the contract was purchased.

21. In order to secure the performance of the prearranged funeral contract, a third party received the deposited funds. The third party provisions of the prearranged funeral contract typically were derived from the requirements of the applicable statutes and regulations of the particular state where the prearranged funeral contract was entered into. In Missouri, the purchaser and National Prearranged Services, Inc. agreed that the payments made under the prearranged funeral contract after the initial twenty per cent (20%) were to be deposited into a

trust with a financial institution, such as a bank, as trustee. Missouri law provided that the seller of a prearranged funeral contract was permitted to retain for its own use the initial twenty per cent (20%) deposited by the purchaser.

22. In other states, such as Ohio, Illinois, and Tennessee, the purchaser and National Prearranged Services, Inc. agreed that the purchaser would apply for a life insurance policy on the life of the person for whom the funeral services and merchandise were to be provided that would fund the prearranged funeral contract when the funeral services and merchandise were needed. In these states, the purchaser would execute both a written contract, and an application for a life insurance policy with the understanding that all funds paid under prearranged funeral contract were insurance premium payments to the insurance company which issued the life insurance policy.

23. Beginning on or about January 3, 1983, National Prearranged Services, Inc. entered into agreements with several financial institutions to act as trustees of the various trusts which were established to hold the funds paid by the purchasers of prearranged funeral services who were located in the State of Missouri. The following financial institutions served as trustees of these trusts: United Missouri Bank of Kansas City, N.A., Mark Twain Bank, Bremen Bank and Trust Company, Allegiant Bank, and Marshall & Ilsley Trust Company N.A. At all times while serving as trustees of National Prearranged Service, Inc.'s prearranged funeral trusts, United Missouri Bank of Kansas City, N.A., Mark Twain Bank, Bremen Bank and Trust Company, Allegiant Bank, and Marshall & Ilsley Trust Company N.A. were financial institutions which were insured by the Federal Deposit Insurance Corporation (FDIC).

F. BOONE COUNTY CONSENT JUDGMENT

24. Beginning in 1992, the Office of the Missouri Attorney General brought civil lawsuits against National Prearranged Services, Inc. in the Circuit Courts of Cole County, Missouri, and Boone County, Missouri. This litigation culminated in the entry of a Consent Judgment in the Circuit Court of Boone County, Missouri, hereinafter referred to as the "Boone County Consent Judgment," on or about February 1, 1994. Under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts, excluding certain fees, sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a preneed trust which was to be separate from the existing preneed trusts of National Prearranged Services, Inc. These payments were to be deposited into the trust within forty-five (45) days after receipt by National Prearranged Services, Inc. The trust which was to contain funds from Missouri residents received on or after February 1, 1994 was subsequently referred to as "National Prearranged Services, Inc. Trust IV."

25. Another provision of the Boone County Consent Judgment provided for the appointment of an accounting firm to monitor National Prearranged Services, Inc.'s compliance with the Boone County Consent Judgment. This court ordered monitoring began shortly after the entry of the consent judgment in 1994, and continued until on or about May 15, 2000, at which time the monitor made its final report to the Circuit Court of Boone County, Missouri.

G. DEFENDANTS FAILED TO FULLY FUND THE TRUSTS AND INSURANCE COMPANIES WHICH WERE TO HOLD AND INVEST THE MONEY PROVIDED BY PURCHASERS OF PREARRANGED FUNERAL CONTRACTS BY WITHHOLDING MONEY WHICH SHOULD HAVE BEEN PAID INTO SUCH TRUSTS AND INSURANCE COMPANIES AND BY REMOVING MONEY WHICH HAD BEEN PREVIOUSLY PAID INTO SUCH TRUSTS AND INSURANCE

COMPANIES

26. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the trusts and insurance companies which were to hold money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc. to be funded in amounts less than the amounts required by the laws in the jurisdictions where National Prearranged Services, Inc. operated. Money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc. which should have been paid into and maintained by these trusts and insurance companies to be available for the payment of funeral expenses was withheld and removed from these trusts and insurance companies by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, in the following manner:

a. One of the types of investments for money obtained from purchasers of prearranged funeral contracts which was permitted under the laws of many states was individual whole life insurance policies on the lives of the persons for whom prearranged funeral contracts were purchased. In states such as Missouri, where money provided by persons who purchased prearranged funeral contracts was to be held in trust, the purchase of whole life insurance policies was to be made by the trust, as a trust investment, using funds which National Prearranged

Services, Inc. was required to deposit into the prearranged funeral trusts which it established. In non-trust states, the purchaser applied directly for an individual whole life insurance policy, and made the premium payment through National Prearranged Services, Inc. The insurance policies which National Prearranged Services, Inc. obtained to provide funding for its prearranged funeral contracts were acquired from Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, both of which were part of RBT Trust II, as was National Prearranged Services, Inc.

b. Instead of making the required deposits into trust or forwarding the insurance premiums as paid, National Prearranged Services, Inc. obtained insurance in a manner that allowed it to retain money received from purchasers of prearranged funeral contracts that should have been deposited into trust or paid as a premium to an insurance company. Because National Prearranged Services, Inc., and the insurance companies from whom policies were obtained were controlled by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, National Prearranged Services, Inc. was able to not use all of the money received from purchasers, less amounts which it was able to retain under state law, to purchase insurance policies. The amounts of the premiums that were ultimately sent by National Prearranged Services, Inc. to the insurance companies were substantially less than the amounts which should have either been deposited into the trusts or to the insurance companies. The difference in these amounts was retained by National Prearranged Services, Inc. National Prearranged Services, Inc.'s retention of these

funds violated laws of the various states where National Prearranged Services, Inc. sold prearranged funeral contracts, the Boone County Consent Judgment, the terms of the written contracts entered into by the purchasers with National Prearranged Services, Inc., and the applications for insurance policies which were executed by the purchasers, and which specifically designated that all of the money paid to National Prearranged Services, Inc. was premium payments on an insurance policy.

c. National Prearranged Services, Inc. obtained life insurance polices from Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company on behalf of the persons who purchased prearranged funeral contracts. Many of these policies provided that their premiums were to be paid in installment payments over a period of time, even though the purchasers actually paid much more than the amounts of these minimum installment premium payments to National Prearranged Services, Inc. at the time of purchase, and while the prearranged funeral contract was in effect. National Prearranged Services, Inc. retained the difference between the money which it received from the purchasers in non-trust states, and the premiums which it actually paid to Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company in connection with such insurance policies.

d. This difference should have been deposited with the trusts and insurance companies which were to hold the money provided by the purchasers of prearranged funeral contracts from National Prearranged Services, Inc. The retention of these funds prevented the insurance policies from being fully funded, and also required future premium payments to be made from a source other than the trusts and the individual purchasers of the prearranged funeral contract in order to provide a source of funds to reimburse funeral homes for the funeral services

and merchandise which they were contractually obligated to provide. The retention of these funds by National Prearranged Services, Inc. violated laws of the various states where National Prearranged Services, Inc. sold prearranged funeral contracts, the Boone County Consent Judgment, the terms of the written contracts between the purchasers and National Prearranged Services, Inc., and the applications for insurance policies which were executed by the purchasers.

e. National Prearranged Services, Inc. initially obtained "whole life insurance" policies with the money provided by purchasers of prearranged funeral contracts. Whole life insurance is insurance that remains in effect while the insured is alive. One of the features of a whole life insurance policy is that a portion of the premiums is used to fund a cash reserve, which is also referred to as the "cash surrender value" of the policy. This cash surrender value is available to be borrowed by the owner of the policy. However, any money borrowed from a policy's cash surrender value has the effect of reducing the amount of the death benefit payable upon the death of the insured person by the amount of money borrowed on the policy.

f. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to borrow large amounts of the cash surrender values of these policies. These loans reduced the death benefits which would be available to pay for funeral services and merchandise after the deaths of the purchasers. The loans also caused all rights, title and interest in the policies to be removed from the policy owners, and to be assigned to the insurance companies as security for the repayment of the loans with interest. National Prearranged

Services, Inc. had no legal right to borrow the cash surrender values of these insurance policies because the owners of these polices were the trusts and individuals who actually purchased the policies.

g. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the purchasers of its prearranged funeral contracts the material fact that National Prearranged Services, Inc. borrowed large amounts of the cash surrender values of the insurance policies which were intended to be the source of the payments for the prearranged funeral services and merchandise which its customers purchased.

h. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, concealed from insurance regulators the practice at National Prearranged Services, Inc. of taking and receiving policy loans from insurance policies issued by Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, without the policy owners' knowledge and consent. The concealment of this practice from insurance regulators included the booked "repayment" of loans taken by National Prearranged Services, Inc. on Ohio policies after receiving an investigation inquiry from the Ohio Department of Insurance. To avoid disclosing the existence of policy loans in Ohio material to the inquiry, and providing documentation pertaining to those loans to

regulators, National Prearranged Services, Inc. caused the loans on Ohio policies to be credited as having been paid on Lincoln Memorial Life Insurance Company's books and records by transferring the loans to insurance policies owned by persons who resided in states other than Ohio. National Prearranged Services, Inc. then caused Lincoln Memorial Life Insurance Company to respond to the Ohio Department of Insurance's investigative inquiry by denying the existence of loans taken against Ohio policies issued by Lincoln Memorial Life Insurance Company, thereby concealing the practice of obtaining policy loans with the intent of avoiding further inquiry and regulatory action.

i. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, purchased large blocks of prearranged funeral contracts from funeral homes in Missouri that had previously entered into prearranged funeral contracts with their customers. These purchases were commonly referred to as "roll-overs" because the prearranged funeral contracts were "rolled over" from the prearranged funeral trusts established by the originating funeral homes to the prearranged funeral trusts established by National Prearranged Services, Inc. National Prearranged Services, Inc. obtained these roll-overs by falsely and fraudulently representing to the originating funeral homes that the assets and funds in these accounts would be invested in life insurance policies. However, only a small portion of the funds and assets rolled over into the prearranged funeral trusts established by National Prearranged Services, Inc. was actually used to obtain life insurance policies on the lives of the originating funeral homes' customers. Instead, Defendant RANDALL K. SUTTON,

defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the funds and assets rolled over to be removed from the original funeral homes' prearranged funeral trusts, and transferred to entities ultimately owned and controlled by RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc. Funds which RBT Trust II used to purchase PLICA included funds obtained from roll-overs.

j. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused large amounts of money to be removed from National Prearranged Services, Inc. Trust IV, and transferred to entities ultimately owned and controlled by RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc. Some of the money removed from the prearranged funeral trusts established by National Prearranged Services, Inc. was used to purchase shares of publicly traded corporate stocks of corporations such as Arch Communications Group, Dell Computer Corporation, Conseco, Inc., and E-Trade Group, Inc. from Forever Enterprises, Inc. The values of these stocks had declined substantially shortly before these purchases. The amounts paid for these stocks by National Prearranged Services, Inc. Trust IV were their values before the decline in the stock prices, rather than the substantially lower prices for which such stocks could have been obtained on the open market at the time of such purchases. The effect of these stock purchases was to transfer the losses incurred by the stock market decline in 2000 from Forever

Enterprises, Inc. to National Prearranged Services, Inc. Trust IV. Other money removed from prearranged funeral trusts established by National Prearranged Services, Inc. was used to purchase PLICA, to purchase commercial real estate for affiliated companies, to finance business projects for affiliated companies, to enable defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, to purchase residential real estate, and to pay personal expenses of defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and members of his family, including defendant BRENT DOUGLAS CASSITY.

k. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to surrender many of the life insurance policies which it did not own in order to obtain the cash surrender values of these policies. The surrendering of these life insurance policies avoided the need to pay premium payments on the policies in the future, and eliminated the obligation to repay loans which had been obtained on such policies. Loans against surrendered policies were recorded by Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company as "repaid" at the time of surrender even though no actual payment was received from National Prearranged Services, Inc. The effect of surrendering life insurance policies was to deprive the trusts which owned the policies of the assets they had invested in, and to deprive individual purchasers of the insurance policies of the death benefits necessary to fund their prearranged funeral contracts even though they had paid the premiums as agreed.

l. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused many of the whole life insurance policies which were obtained with funds provided by persons who purchased prearranged funeral contracts, and then subsequently surrendered, to be replaced with "term life insurance" policies. Term life insurance is insurance which provides death benefits in the event that the insured individual dies within the particular period of time in which the insurance policy is in effect. Unlike a whole life insurance policy which has a cash surrender value, a term life insurance policy has no present cash surrender value because it develops value only upon the death of the insured during the term of the policy. The premiums for term life insurance policies are usually substantially less than the premiums for whole life insurance policies because term life insurance policies do not accumulate a cash surrender value during the duration of the policies.

m. The use of term life insurance policies as the source of funds for the payment of the purchasers' funeral expenses required that National Prearranged Services, Inc. continue to pay the premiums on the policies as they came due, and, upon the expiration of the terms of such policies, obtain and pay the premiums on new insurance policies on the lives of the purchasers until the times of their deaths in order to keep the term life insurance policies in force until the time of death. Any premiums which would be used to purchase such term life insurance would have to come from a source other than the original purchasers of the prearranged funeral contracts. The continued viability of this term insurance coverage was totally dependent on

National Prearranged Service, Inc.'s ability and willingness to pay premiums in the future, its renewal of the term insurance policies as they expired, and on the solvency of Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company, both of which were part of the same corporate family as National Prearranged Services, Inc.

n. From on or about November 1, 2007, and continuing until on or about May 14, 2008, when National Prearranged Services, Inc. was placed in rehabilitation in Texas, National Prearranged Services, Inc. did not deposit any of the money which it received from purchasers of prearranged funeral contracts who resided in Missouri into any of the prearranged funeral trusts which it established to hold and invest money received from Missouri purchasers. Instead, National Prearranged Services, Inc. only deposited term life insurance policies into such trusts. The premiums for these term life insurance policies were substantially less than the amounts which National Prearranged Services, Inc. received from its Missouri customers, less the twenty percent (20%) which it was entitled to retain under Missouri law. National Prearranged Services, Inc. retained for its own use the difference between what should have been deposited to such trusts, and the premiums for the term life insurance policies which it purchased.

o. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to use money which was obtained from new purchasers of prearranged funeral contracts to pay premiums of insurance policies on the lives of previous purchasers of

prearranged funeral contracts, and also to reimburse funeral homes for the cost of funeral services and merchandise for previous purchasers of prearranged funeral contracts.

p. In both trust and non-trust states, National Prearranged Services, Inc., provided a "Paid in Full Certificate" to the purchaser and to the funeral home designated to provide the funeral services and merchandise when the purchaser made full payment as required under the prearranged funeral contract. In trust states, the "Paid in Full Certificate" referenced the funeral home as a full participant in the "Permanent Trust Fund" established under the laws of the applicable state. In non-trust states, the "Paid in Full Certificate" stated that the purchaser was entitled to "all benefits and full performance described in the prearranged funeral contract."

q. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to present "Evidence of Insurance" forms to the banks which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc. These forms falsely and fraudulently misrepresented the cost, value and status of insurance owned by the banks which served as trustees, and were intended to mislead the banks about the existence of policy loans, the replacement of whole life insurance policies with term life insurance policies, and other actions taken and caused by National Prearranged Services, Inc. which affected the cost, value, and status of assets which were owned by the banks.

r. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant

BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, made the materially false and fraudulent representation to its purchasers that their prearrangement funds will be kept in a secure trust or insurance policy in order to pay for their funerals. In trust states, customers were promised that the funds they paid would be deposited into a trust with a financial institution, such as a bank, serving as trustee in accordance with state law. The deposits made to the trust would secure the performance of the prearranged funeral contract. In non-trust states, customers were promised that if they agreed to purchase a life insurance policy and pay the required premiums, then the death benefits from the life insurance policy would fund the prearranged funeral contract. The trusts established by National Prearranged Services, Inc. eventually became unable to pay the obligations which it promised in its prearranged funeral contracts because defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, underfunded these trusts, and also caused the assets of the trusts to be transferred to other entities which were part of RBT Trust II. In non-trust states, the insurance policies which were purchased to secure the performance of the prearranged funeral contracts were unable to do so because defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the value of these life insurance policies to be reduced and ultimately eliminated as a result of their failure to send all of

the premiums received from purchasers to the insurance companies, policy loans which lowered the amount of available death benefits, and their decision to surrender large amounts of insurance policies.

H. USE OF AN INVESTMENT ADVISOR WHOSE INDEPENDENCE WAS COMPROMISED

27. At all times pertinent herein, Missouri law provided that when the principal and interest in a prearranged funeral trust exceeded two hundred fifty thousand dollars ($250,000), investment decisions regarding the principal and undistributed income may be made by a federally registered or Missouri-registered independent qualified investment advisor designated by the seller who established the prearranged funeral trusts. Missouri law further provided that title to all investment assets shall remain with the trustee, that the investment assets shall not be placed in any investment which would be beyond the authority of a reasonably prudent trustee to invest in, and that a trustee shall exercise such judgment and care under circumstances then prevailing which men of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their own funds, considering the probable income therefrom as well as the probable safety of their capital.

28. At all times pertinent herein, the trust agreement for the prearranged funeral trusts established in Missouri by National Prearranged Services, Inc. provided that National Prearranged Services, Inc. may appoint an independent qualified investment advisor so long as the requirements of Missouri law are met.

29. At all times pertinent herein after February 1, 1994, the Boone County Consent

Judgment required that any investment advisor appointed by National Prearranged Services, Inc. as the investment advisor to the prearranged funeral trusts established in Missouri by National Prearranged Services, Inc. must be wholly independent of National Prearranged Services, Inc.

30. Pursuant to this authority, on or about June 2, 1988, National Prearranged Services, Inc. appointed Wulf, Bates & Murphy, Inc., of which defendant DAVID R. WULF was Chief Executive Officer, as the independent investment advisor for all funds and investments held in prearranged funeral trusts established by National Prearranged Services, Inc. Wulf, Bates & Murphy, Inc. served as the investment adviser for the prearranged funeral trusts established by National Prearranged Services, Inc. until May 14, 2008, when National Prearranged Services, Inc. was placed in rehabilitation by the Travis County, Texas District Court.

31. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to make the materially false and fraudulent representation that Wulf, Bates & Murphy, Inc., of which defendant David R. Wulf was Chief Executive Officer, was an independent investment advisor.

32. The representation by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, that Wulf, Bates & Murphy, Inc. was an independent investment advisor was materially false and fraudulent because

the independence of defendant DAVID R. WULF and Wulf, Bates & Murphy, Inc. from National Prearranged Services, Inc. was compromised in the following ways:

a. Between 2002 and 2008, Wulf, Bates & Murphy, Inc. of which defendant DAVID R. WULF was Chief Executive Officer, received approximately $1,000,000 in fees for investment advice and services from National Prearranged Services, Inc., Forever Enterprises, Inc., Memorial Service Life Insurance Company, Lincoln Memorial Life Insurance Company, and PLICA, all of which were companies that were part of RBT Trust II. This amount included the $15,000 per year in fees which Wulf, Bates & Murphy, Inc. received from serving as the investment advisor for prearranged funeral trusts established by National Prearranged Services, Inc.

b. The offices of defendant DAVID R. WULF, and Wulf, Bates & Murphy, Inc. were leased from National Prearranged Services, Inc., and were located in the same office building in Clayton, Missouri, in which National Prearranged Services, Inc. maintained its offices.

c. Defendant DAVID R. WULF, and other employees of Wulf, Bates & Murphy, Inc. obtained their health insurance benefits through National Prearranged Services, Inc.'s employee benefits plan.

d. Wulf, Bates & Murphy, Inc. received compensation from Memorial Service Life Insurance Company and Lincoln Memorial Life Insurance Company for its work as investment advisor for those companies on a quarterly basis based on a percentage of the aggregate investment account holdings of the insurance companies. These insurance companies issued almost all of the life insurance policies which were purchased and owned by the

prearranged funeral trusts established by National Prearranged Services, Inc., and which were purchased and owned by individuals who purchased prearranged funeral contracts from National Prearranged Services, Inc.

e. Wulf, Bates & Murphy, Inc. received compensation from PLICA for its work as investment advisor for PLICA on a quarterly basis based on a percentage of the aggregate investment account holdings of PLICA. Monies used by RBT Trust II to purchase PLICA came from National Prearranged Services, Inc. Trust IV for which Wulf, Bates & Murphy served as the investment advisor.

f. Defendant DAVID R. WULF personally owned stock of Forever Enterprises, Inc., which owned, among other things, Memorial Service Life Insurance Company, and Lincoln Memorial Life Insurance Company. These insurance companies issued almost all of the life insurance policies which were purchased and owned by the prearranged funeral trusts established by National Prearranged Services, Inc., and individuals who purchased prearranged funeral contracts from National Prearranged Services, Inc.

g. Defendant DAVID R. WULF was a partner of Caymus Fund, L.P., a hedge fund into which he caused money from National Prearranged Services, Inc. Trust IV to be invested. Defendant DAVID R. WULF, and Wulf, Bates & Murphy received commissions, fees, and incentive payments as a result of funds which were invested into Caymus Fund, L.P.

h. On or about February 1, 1994, the same day that the Boone County Consent Judgment against National Prearranged Services, Inc. was entered, and specified that the investment advisor be wholly independent of National Prearranged Services, Wulf, Bates & Murphy, Inc., in its capacity as the Investment Advisor for the prearranged funeral trusts

established by National Prearranged Services, Inc., and pursuant to a written document executed by defendant DAVID R. WULF, appointed defendant RANDALL K. SUTTON, who was President of National Prearranged Services, Inc. and Vice President of Lincoln Memorial Life Insurance Company at the time, to perform ministerial acts on a daily basis which would otherwise require the approval of Wulf, Bates & Murphy, Inc.

i. This delegation of ministerial functions to defendant RANDALL K. SUTTON was utilized by persons affiliated with National Prearranged Services, Inc. including defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, to control the acquisition and disposition of the assets in the prearranged funeral trusts established by National Prearranged Services, Inc. After this delegation of authority to defendant RANDALL K. SUTTON, persons affiliated with National Prearranged Services, Inc., including defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, were able to determine which insurance policies on the lives of purchasers of prearranged funeral contracts from National Prearranged Services, Inc. to pay premiums on, to determine how much to pay in premiums, to obtain policy loans and to decide the amount, if any, of the loans to repay, to surrender insurance policies, to replace surrendered whole life insurance policies with term life insurance policies, and to take all of these actions without the policy owners' knowledge and

consent.

j. Persons affiliated with National Prearranged Services, Inc., including defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, and defendant HOWARD A. WITTNER, drafted documents for defendant DAVID R. WULF to sign in his capacity as the independent investment advisor for the prearranged funeral trusts established by National Prearranged Services, Inc. Among the documents which were drafted by persons affiliated with National Prearranged Services, Inc. which defendant DAVID R. WULF signed were letters to regulatory agencies and insurance companies, and an affidavit which was used in an arbitration proceeding involving National Prearranged Services, Inc.

k. On or about November 1, 1999, Wulf, Bates & Murphy, Inc., National Prearranged Services, Inc., and Allegiant Bank, the trustee at the time of prearranged funeral trusts established by National Prearranged Services, Inc., entered into a written agreement to transfer custody of all life insurance policies obtained with money provided by persons who purchased prearranged funeral contracts. The signatories to this document were defendant DAVID R. WULF, on behalf of Wulf, Bates & Murphy, Inc., defendant RANDALL K. SUTTON, on behalf of National Prearranged Services, Inc., and the President of Allegiant Trust Company, a Division of Allegiant Bank, on behalf of Allegiant Bank. This agreement further provided that defendant RANDALL K. SUTTON, and defendant SHARON NEKOL PROVINCE, were among the employees of National Prearranged Services, Inc. who were its authorized agents to take custody of the life insurance policies which were being held as investments in the prearranged funeral trusts which National Prearranged Services, Inc. established. This agreement violated the requirement of Missouri law that all property in preneed

trusts shall be held, administered, and invested by the trustee, and circumvented the laws governing prearranged funeral contracts by permitting the seller of prearranged funeral contracts to acquire possession of the funds provided by the purchasers of such contracts. This agreement was provided to Bremen Bank and Trust Co. when it agreed to serve as successor trustee for the prearranged funeral trusts established by National Prearranged Services, Inc.

l. On or about November 5, 1999, defendant DAVID R. WULF sent a letter to the President of Allegiant Trust Company which provided that Allegiant Bank take direction from representatives of either Wulf, Bates & Murphy, Inc., or National Prearranged Services, Inc. with regard to the depositing and distribution of assets, and settlement of trades. This letter also violated Missouri law because it permitted National Prearranged Services, Inc., a seller of prearranged funeral contracts, to control and manage the property obtained from purchasers in prearranged funeral trusts which it established. This letter was provided to Bremen Bank and Trust Co. when it agreed to serve as successor trustee for the prearranged funeral trusts established by National Prearranged Services, Inc.

m. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused National Prearranged Services, Inc. to present wire transfer requests to the banks which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc. to transfer money out of such trusts. These wire transfer requests falsely and fraudulently represented the material fact that a copy of the wire transfer request had been sent to defendant DAVID R. WULF, when,

in fact, defendant DAVID R. WULF was not copied on such wire transfer requests, and did not require and expect to be copied on wire transfer requests. Instead, defendant DAVID R. WULF permitted National Prearranged Services, Inc. to use the statutory authority vested in Wulf, Bates & Murphy, Inc. as the independent investment advisor to direct the banks which served as trustees to make transfers and distributions from the trusts.

33. The trustees of the National Prearranged Services, Inc. prearranged funeral trusts would have been responsible for the investment of all of the trust deposited money which the purchasers of prearranged funeral contracts in trust states, such as Missouri, paid to National Prearranged Services, Inc., less any amounts which National Prearranged Services, Inc. was entitled to retain under state law, if an independent investment advisor had not been appointed. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, enabled persons affiliated with National Prearranged Services, Inc. to assume full power to administer, manage, control, remove, and use for their own benefit all of the assets in the prearranged funeral trusts established by National Prearranged Services, Inc. as well as the money which should have been deposited into such trusts, but which was not, by appointing Wulf, Bates & Murphy, Inc., which was not independent as required by Missouri law, as the investment advisor for the prearranged funeral trusts established by National Prearranged Services, Inc.

34. The appointment of Wulf, Bates & Murphy, of which defendant DAVID R. WULF was Chief Executive Officer, enabled defendant RANDALL K. SUTTON, defendant

SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, to cause money in prearranged funeral trusts established by National Prearranged Services, Inc. to not be invested in accordance with the standards for investments in prearranged funeral trusts as provided by Missouri law, but rather, enabled defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons affiliated with National Prearranged Services, Inc., known and unknown to the Grand Jury, to transfer money from such trusts to entities which were part of RBT Trust II, such as Lincoln Memorial Services, Inc., and Forever Enterprises, Inc.

I. DEFENDANTS' FALSE REPRESENTATION OF A MATERIAL FACT AND FAILURE TO DISCLOSE MATERIAL FACTS AFFECTED THE FINANCIAL INSTITUTIONS WHICH SERVED AS TRUSTEES OF PREARRANGED FUNERAL TRUSTS ESTABLISHED BY NATIONAL PREARRANGED SERVICES, INC.

35. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, falsely represented the material fact that Wulf, Bates & Murphy, Inc. was an independent investment advisor as required by Missouri law. This false representation of a material fact to the trustees caused the trustees to transfer their investment authority over trust assets to Wulf, Bates & Murphy, Inc., an investment advisor

which was barred from exercising investment authority over prearranged funeral trusts under Missouri law because of the lack of independence of defendant DAVID R. WULF, and Wulf, Bates & Murphy, Inc. from National Prearranged Services, Inc.

36. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the trustees of the prearranged funeral trusts established by National Prearranged Services, Inc. the material fact that under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a prearranged funeral trust within forty-five (45) days after receipt. The failure to disclose this material fact prevented the trustees from requiring that all funds, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts, be deposited in the form of cash payments into prearranged funeral trusts established by National Prearranged Services, Inc. within forty-five (45) days after receipt.

37. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to disclose to the purchasers of prearranged funeral contracts from National Prearranged Services, Inc., funeral homes which did business with National Prearranged Services, Inc., policy holders of Lincoln Memorial Life

Insurance Company, and Memorial Service Life Insurance Company, financial institutions which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., and state regulators of insurance and prearranged funerals, the material fact that large amounts of money were removed from prearranged funeral trusts established by National Prearranged Services, Inc., and used for purposes other than the payment of funeral services and merchandise, and investments authorized under Missouri law.

38. Allegiant Bank, Bremen Bank and Trust Co., and Marshall & Ilsley Trust Company, N.A., all of which served as trustees of prearranged funeral trusts established by National Prearranged Services, Inc., were affected by the false and fraudulent misrepresentations of material facts, and failure to disclose material facts by defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, in the following respects:

a. Missouri law provided that a trustee of a prearranged funeral trust was subject to demand from a purchaser of a prearranged funeral contract, and to a provider of funeral services and merchandise, such as a funeral home, if the seller of the contract failed to pay for the funeral services and merchandise which had been previously purchased;

b. A financial institution such as a bank which served as a trustee of a prearranged funeral trust in Missouri had statutory and fiduciary obligations to the purchasers and providers, and the failure of a trustee to perform those obligations may subject the financial institution to liability;

c. The receiver for National Prearranged Services, Inc., Memorial Service Life Insurance Company, and Lincoln Memorial Services, Inc., and various health and life insurance guarantee associations filed a lawsuit against Bremen Bank and Trust Company, National City Bank, which acquired Allegiant Bank through merger, and Marshall & Ilsley Trust Company N.A. for damages and other relief in connection with the service of Bremen Bank and Trust Co., Allegiant Bank, and Marshall & Ilsley Trust Company N.A. as trustees of prearranged funeral trusts established by National Prearranged Services, Inc.

J. DEFENDANT'S CONTROL OVER THE MONEY PROVIDED BY PURCHASERS OF PREARRANGED FUNERAL CONTRACTS ENABLED THEM TO USE THIS MONEY FOR THEIR OWN BENEFIT

39. The control over the assets in the National Prearranged Services, Inc. prearranged funeral trusts, as well as the money provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc., the ownership and control over Lincoln Memorial Life Insurance Company, and Memorial Service Life Insurance Company, the money paid as premiums for insurance policies purchased from Lincoln Memorial Life Insurance Company and Memorial Service Life Insurance Company, and funds and assets which were acquired as a result of "roll-overs," by Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, enabled National Prearranged Services, Inc. to engage in the following activities in which it would not have been able to engage in the absence of such control:

a. to retain the difference between the cost of the premiums for insurance policies on the lives of purchasers of prearranged funeral contracts, and the amounts which should have been deposited into prearranged funeral trusts established by National Prearranged Services, Inc., and paid to insurance companies in the form of premium payments, and to do so without the knowledge and consent of the trustees and the purchasers;

b. to borrow money from these insurance policies in order to receive their cash surrender values, and to receive the proceeds of such policy loans without the knowledge and consent of the trustees, and the purchasers who owned the policies;

c. to surrender whole life insurance policies which were purchased and owned by trusts and individual policy holders;

d. to retain money paid as insurance premiums;

e. to authorize the purchase of term life insurance policies, which had no cash surrender value, to replace surrendered whole life insurance policies without the knowledge and consent of the trustees and purchasers;

f. to cause the transfer of large amounts of money from prearranged funeral trusts established by National Prearranged Services, Inc. for purposes other than the payment of funeral services and merchandise, and investments authorized under Missouri law.

K. MEANS BY WHICH DEFENDANTS EXECUTED THEIR SCHEME TO DEFRAUD

40. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and

other persons known and unknown to the Grand Jury, utilized various means to execute their scheme to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises. Some of the means by which the scheme was executed, are as follows:

a. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, failed to notify the financial institutions which were trustees of the trusts which were established to hold and invest the funds which the purchasers of prearranged funeral contracts paid to National Prearranged Services, Inc. of the provisions of the Boone County Consent Judgment. Under the terms of the Boone County Consent Judgment, all funds received on or after February 1, 1994, in excess of the first twenty percent (20%) of the face value of the prearranged funeral contracts sold by National Prearranged Services, Inc. to Missouri purchasers, were to be deposited in the form of cash payments into a preneed trust which was to be separate from the existing preneed trusts of National Prearranged Services, Inc. within forty-five (45) days after receipt.

b. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, obtained access to the funds which were held in trust for purchasers of prearranged funeral services from National Prearranged Services, Inc. by means of the delegation of ministerial investment advisor

responsibilities from Wulf, Bates & Murphy, Inc. to defendant RANDALL K. SUTTON, the transfer of custody of all life insurance policies purchased with funds provided by persons who purchased prearranged funeral contracts from National Prearranged Services, Inc., and the instructions to the trustees to take direction from representatives of National Prearranged Services, Inc., including defendant RANDALL K. SUTTON, and defendant SHARON NEKOL PROVINCE, and Wulf, Bates & Murphy, Inc.

c. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused promissory notes and debentures issued by entities which were part of RBT Trust II to be deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established. These promissory notes and debentures were intended to replace assets which should have been held in such trusts.

d. In some instances, promissory notes which reflected a promise to repay the amounts removed from the National Prearranged Services, Inc.'s prearranged funeral trusts were created close to the time when the money was removed from the trusts. These promissory notes reflected promises to make payments on the debts reflected in the notes in designated amounts, at designated times, and at designated interest rates. In other instances, back dated promissory notes which reflected a promise to repay the amounts removed from the National Prearranged Services, Inc.'s prearranged funeral trusts were created after significant amounts of time, such as more than one year, had elapsed after the money had been removed from the trusts.

e. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, utilized assets of prearranged funeral trusts established by National Prearranged Services, Inc. to make some of the payments on these promissory notes. In other instances, payments were not made as required under the terms of these promissory notes.

f. In other situations, financial instruments entitled "debentures," which are unsecured promises to repay debt that were issued by entities which were part of RBT Trust II, were deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established to replace assets which should have been held in such trusts. There were also situations when assets were removed from such trusts in which no financial instruments, such as promissory notes and debentures, were ever deposited and booked as assets of the prearranged funeral trusts which National Prearranged Services, Inc. established to replace assets which should have been held in such trusts.

g. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused material information relating to the persons for whom prearranged funeral contracts were purchased, such as the dates of birth of such persons, and the amounts paid in connection with such contracts, to be changed in Prearranged Funeral Agreements and applications for life insurance policies so that National

Prearranged Services, Inc. could retain a larger amount of the payments made by the purchasers of prearranged funeral contracts. This was done by having employees of National Prearranged Services, Inc. white out and cross out the dates of birth of such persons, and the amounts paid in connection with such contracts, and replace those dates and amounts with false dates and amounts.

h. Defendant RANDALL K. SUTTON, defendant SHARON NEKOL PROVINCE, defendant JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY, defendant BRENT DOUGLAS CASSITY, defendant HOWARD A. WITTNER, defendant DAVID R. WULF, and other persons known and unknown to the Grand Jury, caused the names of the beneficiaries and assignees of the life insurance policies which were purchased with funds provided by the purchasers of prearranged funeral contracts to be changed from the purchasers and the funeral homes which were to provide funeral services and merchandise to National Prearranged Services, Inc. without the knowledge and consent of such beneficiaries and assignees in an attempt to legitimize the misappropriation of funds from these policies. This was done by having employees of National Prearranged Services, Inc. white out and cross out the names of the designated beneficiaries and assignees, and replace those names with National Prearranged Services, Inc.

41. In April 2008, shortly before National Prearranged Services, Inc. was placed in rehabilitation by the District Court of Travis County, Texas, National Prearranged Services, Inc.'s approximate obligations under active prearranged funeral contracts exceeded $600,000,000. After taking into account insurance and trust assets expected to be available to pay for future funeral services and merchandise under prearranged funeral contracts sold by

National Prearranged Services, Inc., the approximate loss to purchasers, funeral homes, and state insurance guarantee associations attributable to the scheme set forth above may range from $450,000,000 to $600,000,000.

42. On or about December 1, 2000, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by providing Allegiant Bank with a Letter of Direction to sell two thousand five hundred (2,500) shares of Dell Computer Corporation stock which were owned by Forever Enterprises, Inc. to National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, for $124,837.50, when such stock could have been purchased by National Prearranged Services, Inc. Trust IV on the open market for substantially less money.

In violation of Title 18, United States Code, Section 1344.

COUNT 3

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. Beginning on or about January 8, 2004, and continuing until on or about January 15, 2004, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, through a series of transactions, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank to execute wire transfers totaling $4,600,000 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Lincoln Memorial Services, Inc., at Truman Bank, St. Louis, Missouri, in order to provide money for the purchase of PLICA by RBT Trust II.

In violation of Title 18, United States Code, Section 1344.

COUNT 4

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about March 23, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by instructing Allegiant Bank to wire transfer $582,592.60 from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Hollywood Forever, Inc., at Bank of America, Hollywood, California, in order to provide funds for Forever Enterprises, Inc.'s business projects.

In violation of Title 18, United States Code, Section 1344.

COUNT 5

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about April 1, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Allegiant Bank, a financial

institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Allegiant Bank, by means of materially false and fraudulent pretenses, representations and promises, by obtaining policy loans from Lincoln Memorial Life Insurance Co. in the amount of $3,027,149.00 on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, without the knowledge and consent of Allegiant Bank, the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 6

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 26, 2004, in the Eastern District of Missouri,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by instructing Bremen Bank and Trust Co. to wire transfer

$49,000.00 from National Prearranged Services, Inc. Trust IV to a bank account of National Prearranged Services, Inc. at Jefferson Bank & Trust in St. Louis, Missouri in order to pay expenses of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Section 1344.

COUNT 7

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 5, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by obtaining policy loans from Lincoln Memorial Life Insurance Co. in the amount of $2,138,516.77 on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, without the knowledge and consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 8

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. Beginning on or about July 31, 2007, and continuing until on or about August 6, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by causing assets which were part of National Prearranged Services, Inc. Trust IV to be liquidated, and transferring $1,569,000 of the net proceeds of such liquidation to Forever Enterprises, Inc. in order to pay a debt of Forever Enterprises, Inc.

In violation of Title 18, United States Code, Section 1344.

COUNT 9

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1

through 41 of Count 2.

2. On or about September 26, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, knowingly executed and attempted to execute a scheme and artifice to defraud Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation, and to obtain monies, funds, credits, assets, securities, and other property owned by, or under the control of Bremen Bank and Trust Co., by means of materially false and fraudulent pretenses, representations and promises, by causing the surrender of approximately 56,514 life insurance policies which included policies which were part of National Prearranged Services, Inc. Trust IV, without the consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such whole life insurance policies.

In violation of Title 18, United States Code, Section 1344.

COUNT 10

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about December 10, 2002, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,800,000, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, to an account of National Prearranged Services, Inc. Trust IV, at Allegiant Bank, St. Louis, Missouri, which constituted proceeds of loans on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, and which were obtained without the knowledge and consent of Allegiant Bank, the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies, and which affected Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 11

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about September 25, 2003, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $600,000.00, between an account of Lincoln Memorial Services, Inc. at Truman Bank, St. Louis, Missouri, to an account of Lincoln Memorial Services, Inc., at Harris Trust and Savings Bank, Chicago, Illinois, which constituted assets that were previously wire transferred from National Prearranged Services, Inc. Trust IV, and which affected Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 12

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about January 20, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and

DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $187,843.19, from an account of National Prearranged Services, Inc. Trust IV at Allegiant Bank, St. Louis, Missouri, to an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, which constituted the only portion of the assets valued at $2,419,395.74 that were transferred to National Prearranged Services, Inc. in connection with its purchase of existing prearranged funeral contracts from Price Funeral Home, Maryville, Missouri, that was used to pay premiums on life insurance policies that were intended to provide a source of funding for the death benefits which were to be provided by such contracts, and which affected Allegiant Bank, a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 13

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 28, 2004, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,

HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,451,089.10, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A. in Austin, Texas, to an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, which constituted proceeds of loans on life insurance policies which were part of National Prearranged Services, Inc. Trust IV, and which were obtained without the knowledge and consent of Bremen Bank and Trust Co., the trustee of National Prearranged Services, Inc. Trust IV, which owned and had title to such insurance policies, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 14

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about August 3, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,

BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,700,000.00, from an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, to an account of Forever Enterprises, Inc. at JP Morgan Chase Bank, Houston, Texas, to pay a debt owed by Forever Enterprises, Inc., and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 15

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about October 6, 2006, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose

of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,531,668.01, from an account of Lincoln Memorial Life Insurance Co. at Chase Bank of Texas, N.A., Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, Missouri, which constituted proceeds of loans on life insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 16

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about May 14, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,803,057.41, from

an account of Lincoln Memorial Life Insurance Company at Chase Bank of Texas, N. A. Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, Missouri, which contained the proceeds of loans on insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 17

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about June 7, 2007, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $1,000,000.00, from an account of Lincoln Memorial Life Insurance Company at Chase Bank of Texas, N. A., Austin, Texas, to an account of National Prearranged Services, Inc. at Jefferson Bank & Trust, St. Louis, which contained the proceeds of loans on insurance policies on the lives of non-Missouri customers of National Prearranged Services, Inc.

In violation of Title 18, United States Code, Sections 1343 and 1349.

COUNT 18

The Grand Jury charges:

1. The Grand Jury realleges and incorporates herein by reference paragraphs 1 through 41 of Count 2.

2. On or about February 8, 2008, in the Eastern District of Missouri and elsewhere,

RANDALL K. SUTTON,
SHARON NEKOL PROVINCE,
JAMES DOUGLAS CASSITY, a/k/a DOUG CASSITY,
BRENT DOUGLAS CASSITY,
HOWARD A. WITTNER, and
DAVID R. WULF,

the defendants herein, and other persons known and unknown to the Grand Jury, for the purpose of executing this scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and in attempting to do so, caused to be transmitted by means of wire communication in interstate commerce, certain signs, signals and sounds, that is, a wire transfer of funds in the amount of $60,000.00, from an account of National Prearranged Services, Inc. Trust IV, at Bremen Bank and Trust Co., St. Louis, Missouri, to an account of National Prearranged Services, Inc. at Bank of America, Dallas, Texas, and which affected Bremen Bank and Trust Co., a financial institution which was insured by the Federal Deposit Insurance Corporation.

In violation of Title 18, United States Code, Sections 1343 and 1349.

EXHIBIT Q

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. S2-4:09-CR-509(JCH)
	)	
DAVID R. WULF,	)	
	)	
Defendant.	)	

TRIAL PROCEEDINGS -- VOLUME XIII

BEFORE THE HONORABLE JEAN C. HAMILTON
UNITED STATES DISTRICT JUDGE

AUGUST 22, 2013

APPEARANCES:

FOR PLAINTIFF: CHARLES S. BIRMINGHAM
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FOR DEFENDANT: JOSEPH M. HOGAN
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COURTROOM CLERK: CARRIE LIPPOLD

REPORTED BY: DEBORAH A. KRIEGSHAUSER, FAPR, RMR, CRR
Official Court Reporter
United States District Court
111 South Tenth Street, Third Floor
St. Louis, MO 63102
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about it. Thank you very much, and we'll see you tomorrow.

(Alternate Jurors excused from the courtroom at 5:11 PM.)

THE COURT: Okay. Court is in recess.

(Court recessed from 5:11 PM until 5:28 PM.)

(Jury seated by the Clerk.)

THE CLERK: All rise. This Court is again in session.

THE COURT: Please be seated.

Ladies and Gentlemen of the Jury, have you selected a Foreperson?

JUROR NO. 1: Yes.

THE COURT: And have you reached a unanimous verdict?

JUROR NO. 1: Yes, we have.

THE COURT: Would you hand the verdict forms and, if you have the instructions, the instructions to the Clerk?

THE CLERK: I have the instructions.

THE COURT: Okay.

(Verdict forms handed to the Clerk and subsequently handed to The Court.)

(Pause)

THE COURT: Would the Clerk please read the verdicts?

THE CLERK: In the case of *United States of America versus David R. Wulf*, Count I: We, the Jury, find the Defendant, David R. Wulf, guilty of the crime of conspiracy to

1 commit mail fraud affecting a financial institution, mail
2 fraud, wire fraud affecting a financial institution, wire
3 fraud and bank fraud as charged in Count I of the Indictment.
4 Of the following offenses, the jurors chose: Mail
5 fraud affecting a financial institution, mail fraud, mail
6 fraud affecting a financial institution, wire fraud, bank
7 fraud. And it's signed by Foreperson, Juror No. 1, and dated
8 August 22nd, 2013.
9 Count II: We, the Jury, find the Defendant, David R.
10 Wulf, guilty of the crime of bank fraud as charged in Count II
11 of the Indictment. And it's signed by Foreperson, Juror No.
12 1, dated August 22nd, 2013.
13 Count III: We, the Jury, find the Defendant, David
14 R. Wulf, guilty of the crime of bank fraud as charged in Count
15 III of the Indictment. And it's signed by Foreperson, No. 1,
16 dated August 22nd, 2013.
17 Count IV: We, the Jury, find the Defendant, David R.
18 Wulf, guilty of the crime of bank fraud as charged in Count IV
19 of the Indictment. And it's signed by Juror No. 1,
20 Foreperson, dated August 22nd, 2013.
21 Count V: We, the Jury, find the Defendant, David R.
22 Wulf, guilty of the crime of bank fraud as charged in Count V
23 of the Indictment; signed by Foreperson, Juror No. 1, dated
24 August 22nd, 2013.
25 Count VI: We, the Jury, find the Defendant, David R.

1 Wulf, guilty of the crime of bank fraud as charged in Count VI
2 of the Indictment; signed by Foreperson, Juror No. 1, dated
3 August 22nd, 2013.
4 Count VII: We, the Jury, find the Defendant, David
5 R. Wulf, guilty of the crime of bank fraud as charged in Count
6 VII of the Indictment; signed by Foreperson, Juror No. 1,
7 dated August 22nd, 2013.
8 Count VIII: We, the Jury, find the Defendant, David
9 R. Wulf, guilty of the crime of bank fraud as charged in Count
10 VIII of the Indictment; signed by Foreperson, Juror No. 1,
11 dated August 22nd, 2013.
12 Count IX: We, the Jury, find the Defendant, David R.
13 Wulf, guilty of the crime of bank fraud as charged in Count IX
14 of the Indictment; signed by Foreperson, Juror No. 1, dated
15 August 22nd, 2013.
16 Count X: We, the Jury, find the Defendant, David R.
17 Wulf, guilty of the crime of wire fraud affecting a financial
18 institution as charged in Count X of the Indictment; signed by
19 Foreperson, Juror No. 1, dated August 22nd, 2013.
20 Count XI: We, the Jury, find the Defendant, David R.
21 Wulf, guilty of the crime of wire fraud affecting a financial
22 institution as charged in Count XI of the Indictment; signed
23 by Foreperson, Juror No. 1, dated August 22nd, 2013.
24 Count XII: We, the Jury, find the Defendant, David
25 R. Wulf, guilty of the crime of wire fraud affecting a

1 financial institution as charged in Count XII of the
2 Indictment; signed by Foreperson, Juror No. 1, dated August
3 22nd, 2013.
4 Count XIII: We, the Jury, find the Defendant, David
5 R. Wulf, guilty of the crime of wire fraud affecting a
6 financial institution as charged in Count XIII of the
7 Indictment; signed by Foreperson, Juror No. 1, dated August
8 22nd, 2013.
9 Count XIV: We, the Jury, find the Defendant, David
10 R. Wulf, guilty of the crime of wire fraud affecting a
11 financial institution as charged in Count XIV of the
12 Indictment; signed by Foreperson, Juror No. 1, dated August
13 22nd, 2013.
14 Count XV: We, the Jury, find the Defendant, David R.
15 Wulf, guilty of the crime of wire fraud as charged in Count XV
16 of the Indictment; signed by Foreperson, Juror No. 1, dated
17 August 22nd, 2013.
18 Count XVI: We, the Jury, find the Defendant, David
19 R. Wulf, guilty of the crime of wire fraud as charged in Count
20 XVI of the Indictment; signed by Foreperson, Juror No. 1,
21 dated August 22nd, 2013.
22 Count XVII: We, the Jury, find the Defendant, David
23 R. Wulf, guilty of the crime of wire fraud as charged in Count
24 XVII of the Indictment; signed by Foreperson, Juror No. 1,
25 dated August 22nd, 2013.

1 Count XVIII: We, the Jury, find the Defendant, David
2 R. Wulf, guilty of the crime of wire fraud affecting a
3 financial institution as charged in Count XVIII of the
4 Indictment; signed by Foreperson, Juror No. 1, dated August
5 22nd, 2013.
6 Ladies and Gentlemen of the Jury, is this your true
7 and correct verdict as read?
8 THE JURY: Yes, it is.
9 THE COURT: Mr. Hogan, would you care to have the
10 Jury polled?
11 MR. HOGAN: Yes, Your Honor.
12 THE CLERK: Juror No. 1, is this your true and
13 correct verdict as read?
14 JUROR NO. 1: Yes, it is.
15 THE CLERK: Juror No. 2, is this your true and
16 correct verdict as read?
17 JUROR NO. 2: Yes, it is.
18 THE CLERK: Juror No. 3, is this your true and
19 correct verdict as read?
20 JUROR NO. 3: Yes.
21 THE CLERK: Juror No. 4, is this your true and
22 correct verdict as read?
23 JUROR NO. 4: Yes, it is.
24 THE CLERK: Juror No. 5, is this your true and
25 correct verdict as read?

JUROR NO. 5: Yes, it is.

THE CLERK: Juror No. 6, is this your true and correct verdict as read?

JUROR NO. 6: Yes it is.

THE CLERK: Juror No. 7, is this your true and correct verdict as read?

JUROR NO. 7: Yes, it is.

THE CLERK: Juror No. 8, is this your true and correct verdict as read?

JUROR NO. 8: Yes, it is.

THE CLERK: Juror No. 9, is this your true and correct verdict as read?

JUROR NO. 9: Yes.

THE CLERK: Juror No. 10, is this your true and correct verdict as read?

JUROR NO. 10: Yes, it is.

THE CLERK: Juror No. 11, is this your true and correct verdict as read?

JUROR NO. 11: Yes, it is.

THE CLERK: Juror No. 12, is this your true and correct verdict as read?

JUROR NO. 12: Yes, it is.

THE CLERK: The verdict is unanimous.

THE COURT: Thank you. I'll ask the Clerk to enter the verdict on the record.

1 Ladies and Gentlemen, I want to thank you very much
2 for the time and effort you've put in in this case. You
3 started many weeks ago answering a very, very long and complex
4 juror questionnaire. Most juries here don't do that, and you
5 did because of the complexity of this case. And you've been
6 very, very attentive over many long hours of testimony of
7 complex facts, and I appreciate that very much. I think I
8 speak for all of the lawyers and the parties. So we do
9 appreciate your time. It's only with the dedication of people
10 like you doing your civic duty that we can have this -- as
11 good a judiciary -- a judicial system as we do have.
12 So I want to thank you very much for your time. You
13 are no longer needed in this case, and you are free to go on.
14 Please be sure you take all of your personal belongings with
15 you. And, again, thank you very, very much for your service.
16 THE CLERK: All rise.
17 (Jury excused from the courtroom.)
18 (The following proceedings were held outside the
19 hearing and presence of the Jury:)
20 THE COURT: Mr. Hogan and Mr. Wulf, will you step up
21 to the lectern?
22 Mr. Wulf, have you heard the verdict of the Jury?
23 THE DEFENDANT: I have, Your Honor.
24 THE COURT: Okay. I will set this matter for
25 sentencing on November 7th. That is the date I have some

other cases. If we would need more time, obviously, Mr. Hogan or the Government can -- can let me know, but we will put it down for sentencing on November 7th at 9:00.

Is there anything further that we need to take up at this time?

MR. BIRMINGHAM: Not from the Government, Your Honor.

MR. HOGAN: Not from the Defense, Your Honor.

THE COURT: Okay. Thank you very much.

MR. HOGAN: Thank you, Your Honor.

MR. BIRMINGHAM: Thank you, Your Honor.

(Court adjourned at 5:50 PM.)

CERTIFICATE

I, Deborah A. Kriegshauser, Registered Merit Reporter and Certified Realtime Reporter, hereby certify that I am a duly appointed Official Court Reporter of the United States District Court for the Eastern District of Missouri.

I further certify that the foregoing is a true and accurate transcript of the proceedings held in the above-entitled case and that said transcript is a true and correct transcription of my stenographic notes.

I further certify that this transcript contains pages 1 through 164 inclusive and that this reporter takes no responsibility for missing or damaged pages of this transcript when same transcript is copied by any party other than this reporter.

Dated at St. Louis, Missouri, this 8th day of January, 2014.

/s/ Deborah A. Kriegshauser
DEBORAH A. KRIEGSHAUSER, FAPR, RMR, CRR
Official Court Reporter

EXHIBIT R

US District Court Criminal Docket

U.S. District - Missouri Eastern
(St. Louis)

4:09cr509

USA v. Sutton et al

This case was retrieved from the court on Friday, May 15, 2015

Date Filed: **08/06/2009** Class Code: **CLOSED**
Other Docket: **None** Closed: **yes**

Defendants

Name	Attorneys
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Charges		**Disposition**
Complaints:	none	
Pending:	BANK FRAUD(7rss)	Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	MAIL FRAUD(24rss)	Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	MONEY LAUNDERING(43rss)	Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to

		be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(48rss) **Offense Level (Opening): Felony**	Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
Terminated:	MAIL FRAUD(1r)	
	MAIL FRAUD(1rs)	
	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION (1rss)	Dismissed on the motion of the United States.
	MONEY LAUNDERING(2r)	
	MONEY LAUNDERING(2rs)	
	BANK FRAUD(2rss-6rss)	Dismissed on the motion of the United States.
	MAIL FRAUD(3r-5r)	
	MAIL FRAUD(3rs-5rs)	
	FRAUD BY WIRE(6r)	
	WIRE FRAUD(6rs)	
	MAIL FRAUD(7r-8r)	
	MAIL FRAUD(7rs-8rs)	
	BANK FRAUD(8rss-11rss)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(9r)	
	WIRE FRAUD(9rs)	
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(12rss-16rss)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(17ss)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18rss)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(19rss-21rss)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22rss)	Dismissed on the motion of the United States.
	MAIL FRAUD(23rss)	Dismissed on the motion of the United States.

MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25rss)	Dismissed on the motion of the United States.
MAIL FRAUD(26rss-27rss)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (28rss)	Dismissed on the motion of the United States.
MAIL FRAUD(29rss)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (30rss)	Dismissed on the motion of the United States.
MAIL FRAUD(31rss)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32rss-34rss)	Dismissed on the motion of the United States.
CONSPIRACY TO COMMIT INSURANCE FRAUD (44rss)	Dismissed on the motion of the United States.
INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45rss-47rss)	Dismissed on the motion of the United States.
INSURANCE FRAUD(50rss) **Offense Level (Terminated): Felony**	Dismissed on the motion of the United States.

Case Assigned to: Honorable Jean C. Hamilton

Name	**Attorneys**
Sharon Nekol Province(2) [Term: 11/14/2013] #36759-044 CARSWELL FEDERAL MEDICAL CENTER P.O. BOX 27137 FORT WORTH, TX 76127	Joseph L. Green LEAD ATTORNEY;ATTORNEY TO BE NOTICED THE LAW FIRM OF JOSEPH GREEN #1 McBride and Sons Center Drive Suite 225A Chesterfield, MO 63005 USA 636-532-6600 Fax: 636-532-6602 Designation: CJA Appointment Email [redacted] Diane Dragan ATTORNEY TO BE NOTICED FEDERAL PUBLIC DEFENDER 1010 Market Street Suite 200 St. Louis, MO 63101 USA 314-241-1255 Fax: 314-421-3177 Designation: Public Defender or Community Defender Appointment Email: [redacted] St. Louis Fed Public Defender ATTORNEY TO BE NOTICED FEDERAL PUBLIC DEFENDER 1010 Market Street Suite 200 St. Louis, MO 63101 USA 314-241-1255 Fax: 314-421-3177 Designation: Public Defender or Community Defender Appointment Email: [redacted]

Charges		**Disposition**
Complaints:	none	
Pending:	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(13rs)	Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment.

	Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32, and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00.
FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22rs)	Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32, and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00.
MAIL FRAUD(24rs)	Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32, and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32rs-34rs)	Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32,

		and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00.
	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(48rs) **Offense Level (Opening): Felony**	Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32, and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00.
Terminated:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION(1rs)	Dismissed
	BANK FRAUD(2rs-11rs)	Dismissed
	MAIL FRAUD(3r-5r)	Dismissed
	MAIL FRAUD(7r-8r)	Dismissed
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(12rs)	Dismissed
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(14rs-16rs)	Dismissed
	FRAUD BY WIRE(17rs)	Dismissed
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18rs)	Dismissed
	FRAUD BY WIRE(19rs-21rs)	Dismissed
	MAIL FRAUD(23rs)	Dismissed
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25rs)	Dismissed
	MAIL FRAUD(26rs-27rs)	Dismissed
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (28rs)	Dismissed
	MAIL FRAUD(29rs)	Dismissed
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (30rs)	Dismissed
	MAIL FRAUD(31rs)	Dismissed
	CONSPIRACY TO COMMIT INSURANCE FRAUD (44rs)	Dismissed
	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45rs-47rs) **Offense Level (Terminated): Felony**	Dismissed

Case Assigned to: Honorable Jean C. Hamilton

Name	Attorneys
James Douglas Cassity(3) aka: Doug Cassity [Term: 11/14/2013]	N. Scott Rosenblum LEAD ATTORNEY;ATTORNEY TO BE NOTICED ROSENBLUM AND SCHWARTZ 120 S. Central Avenue Suite 130 Clayton, MO 63105 USA 314-862-4332 Fax: 314-862-8050 Designation: Retained Email: srosenblum@rsrglaw.com Gilbert C. Sison ATTORNEY TO BE NOTICED ROSENBLUM AND SCHWARTZ 120 S. Central Avenue Suite 130 Clayton, MO 63105 USA 314-862-4332 Fax: 314-862-8050 Designation: Retained Email: gsison@rsrglaw.com

Charges		Disposition
Complaints:	none	
Pending:	BANK FRAUD(7r)	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
	FRAUD BY WIRE(17r)	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
	FRAUD BY WIRE(21r)	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for

	a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
MAIL FRAUD(24r)	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
MAIL FRAUD(31r)	Dismissed on the motion ofthe United States.
MONEY LAUNDERING(36r)	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(48r) **Offense Level (Opening): Felony**	Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36,

		and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.
Terminated:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION(1r)	Dismissed on the motion ofthe United States.
	BANK FRAUD(2r-6r)	Dismissed on the motion ofthe United States.
	BANK FRAUD(8r-11r)	Dismissed on the motion ofthe United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(12r-16r)	Dismissed on the motion ofthe United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18r)	Dismissed on the motion ofthe United States.
	FRAUD BY WIRE(19r-20r)	Dismissed on the motion ofthe United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD(23r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD(26r-27r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (28r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD(29r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (30r)	Dismissed on the motion ofthe United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32r-34r)	Dismissed on the motion ofthe United States.
	MONEY LAUNDERING(35r)	Dismissed on the motion ofthe United States.
	CONSPIRACY TO COMMIT INSURANCE FRAUD(44r)	Dismissed on the motion ofthe United States.
	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45r-47r)	Dismissed on the motion ofthe United States.
	INSURANCE FRAUD(49r) **Offense Level (Terminated): Felony**	Dismissed on the motion ofthe United States.

Case Assigned to: Honorable Jean C. Hamilton

Name	**Attorneys**
Brent Douglas Cassity(4) [Term: 11/14/2013]	Barry A. Short LEAD ATTORNEY;ATTORNEY TO BE NOTICED [Term: 02/23/2012] LEWIS RICE, LLC 600 Washington Suite 2500 St. Louis, MO 63101 USA 314-444-7600 Fax: 314-241-6056 Designation: Retained Email: [redacted] Richard H. Sindel LEAD ATTORNEY;ATTORNEY TO BE NOTICED SINDEL AND SINDEL, P.C. 8000 Maryland Avenue Suite 350 Clayton, MO 63105 USA

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Charges		**Disposition**
Complaints:	none	
Pending:	FRAUD BY WIRE(21r)	Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	MAIL FRAUD(31r)	Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to

		be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	MONEY LAUNDERING(38r)	Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
	INSURANCE FRAUD(50r) **Offense Level (Opening): Felony**	Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.
Terminated:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION(1r)	Dismissed on the motion of the United States.
	BANK FRAUD(2r-11r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(12r-16r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(17r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(19r-20r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22r)	Dismissed on the motion of the United States.
	MAIL FRAUD(23r-24r)	Dismissed on the motion of the United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25r)	Dismissed on the motion of the United States.
	MAIL FRAUD(26r-27r)	Dismissed on the motion of the United States.
	MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION	Dismissed on the motion of the United States.

(28r)	
MAIL FRAUD(29r)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (30r)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32r-34r)	Dismissed on the motion of the United States.
MONEY LAUNDERING(37r)	Dismissed on the motion of the United States.
MONEY LAUNDERING(39r)	Dismissed on the motion of the United States.
MONEY LAUNDERING(43r)	Dismissed on the motion of the United States.
CONSPIRACY TO COMMIT INSURANCE FRAUD(44r)	Dismissed on the motion of the United States.
INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45r-48r) **Offense Level (Terminated): Felony**	Dismissed on the motion of the United States.

Case Assigned to: Honorable Jean C. Hamilton

Name	**Attorneys**
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Charges		Disposition
Complaints:	none	
Pending:	INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45r-46r)	Defendant pleaded guilty to counts 45,46, and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 36 months. This term consists of a term of 36 months on each of Counts 45,46, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 45, 46, and 50, all such terms to run concurrently. Special assessment of $300. due immediately. Restitution ordered in the amount of $10,500,000.00.
	INSURANCE FRAUD(50r) **Offense Level (Opening): Felony**	Defendant pleaded guilty to counts 45,46, and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 36 months. This term consists of a term of 36 months on each of Counts 45,46, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 45, 46, and 50, all such terms to run concurrently. Special assessment of $300. due immediately. Restitution ordered in the amount of $10,500,000.00.
Terminated:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION(1r)	Dismissed on the motion of the United States.
	BANK FRAUD(2r-11r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(12r-16r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(17r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE(19r-21r)	Dismissed on the motion of the United States.
	FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22r)	Dismissed on the motion of the United States.
	MAIL FRAUD(23r-24r)	Dismissed on the motion of the United States.

MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25r)	Dismissed on the motion of the United States.
MAIL FRAUD(26r-27r)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (28r)	Dismissed on the motion of the United States.
MAIL FRAUD(29r)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (30r)	Dismissed on the motion of the United States.
MAIL FRAUD(31r)	Dismissed on the motion of the United States.
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32r-34r)	Dismissed on the motion of the United States.
MONEY LAUNDERING(40r-42r)	Dismissed on the motion of the United States.
CONSPIRACY TO COMMIT INSURANCE FRAUD(44r)	Dismissed on the motion of the United States.
INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(47r-48r)	Dismissed on the motion of the United States.

Offense Level (Terminated): Felony

Case Assigned to: Honorable Jean C. Hamilton

Name	**Attorneys**
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Charges		Disposition
Complaints:	none	
Pending:	CONSPIRACY TO COMMIT MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION, WIRE FRAUD AFFECTING A FINANCIAL INSTITUTION AND BANK FRAUD AFFECTING A FINANCIAL INSTITUTION(1r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
	BANK FRAUD(2r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
	BANK FRAUD(3r-4r)	Dismissed
	BANK FRAUD(5r-11r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
	FRAUD BY WIRE AFFECTING A FINANCIAL	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8,

INSTITUTION(12r-16r)	9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
FRAUD BY WIRE(17r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(18r)	Dismissed
FRAUD BY WIRE(19r-20r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
FRAUD BY WIRE(21r)	Dismissed
FRAUD BY WIRE AFFECTING A FINANCIAL INSTITUTION(22r)	Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such

	terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00.
MAIL FRAUD(23r-24r)	Dismissed
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (25r)	Dismissed
MAIL FRAUD(26r-27r)	Dismissed
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (28r)	Dismissed
MAIL FRAUD(29r)	Dismissed
MAIL FRAUD·AFFECTING A FINANCIAL INSTITUTION (30r)	Dismissed
MAIL FRAUD(31r)	Dismissed
MAIL FRAUD AFFECTING A FINANCIAL INSTITUTION (32r-34r)	Dismissed
MONEY LAUNDERING(43r)	Dismissed
CONSPIRACY TO COMMIT INSURANCE FRAUD(44r)	Dismissed
INSURANCE FRAUD WHICH JEOPARDIZES THE SOUNDNESS OF AN INSURER(45r-48r) **Offense Level (Opening): Felony**	Dismissed

Terminated: none

Case Assigned to: Honorable Jean C. Hamilton

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Date	#	Proceeding Text
08/06/2009	1	INDICTMENT returned in open court on 08/06/2009 to Judge Jean C. Hamilton by the DEPUTY foreperson of the Grand Jury. Referred to Magistrate Judge Thomas C. Mummert as to Randall Sutton (1) count(s) 1, 2, 3-5, 6, 7-8, 9. (Attachments: # 1 Criminal Cover Sheet) (SAJ) (Entered: 08/06/2009)
08/06/2009	2	REDACTED INDICTMENT returned in open court on 08/06/2009 to Judge Jean C. Hamilton by the DEPUTY foreperson of the Grand Jury. Referred to Magistrate Judge Thomas C. Mummert as to Randall Sutton (1): Former count 2 is now count 2r. Former count 3-5 is now count 3r-5r. Former count 6 is now count 6r. Former count 7-8 is now count 7r-8r. Former count 9 is now count 9r. Former count 1 is now count 1r.. (SAJ) (Entered: 08/06/2009)
08/06/2009		Warrant Issued as to INDICTMENT in case as to Randall Sutton. (SAJ) (Entered: 08/06/2009)
08/06/2009	3	Order:...IT IS BY THE COURT ORDERED that said indictment shall be sealed and suppressed by the Clerk of the Court until said defendant is in custody or has given bail for the defendant's final appearance. Order as to Randall Sutton.. Signed by Honorable Jean C. Hamilton on 08/06/2009. (SAJ) (Entered: 08/06/2009)
08/06/2009	4	ENTRY OF ATTORNEY APPEARANCE Jeffrey B. Jensen appearing for USA. (SAJ) (Entered: 08/06/2009)
08/06/2009	5	ENTRY OF ATTORNEY APPEARANCE Dean J. Sauer appearing for USA. (SAJ) (Entered: 08/06/2009)
08/06/2009	6	ENTRY OF ATTORNEY APPEARANCE Steven A. Muchnick appearing for USA. (SAJ) (Entered: 08/06/2009)
08/06/2009		Pursuant to Local Rule 2.08, the assigned/referred magistrate judge is designated and authorized by the court to exercise full authority in this assigned/referred action or matter under 28 U.S.C. 636 and 18 U.S.C 3401. (CSAW) (Entered: 08/06/2009)
08/07/2009	7	LETTER LIFTING SUPPRESSION - Indictment/Superseding Indictment unsealed as to Randall Sutton (SAJ) (Entered: 08/07/2009)
08/07/2009		Arrest of defendant Randall Sutton. Date of arrest: 8/7/09. (RJD) (Entered: 08/07/2009)
08/07/2009	8	Minute Entry for proceedings held before Magistrate Judge Mary Ann L. Medler:Initial Appearance/Rule 5 as to Randall Sutton held on 8/7/2009. Defendant given copy of: Indictment. Defendant to retain: Grant Shostak. Pretrial Services bail report received on: 8/7/09. Pretrial Services Officer: Shae Rucker. Arraignment set for 8/12/2009 at 11:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. (Court Reporter or FTR Gold Operator initials:ARL.) (FTR Gold (yes or no): yes.) (proceedings started: 2:23 pm.) (proceedings ended: 2:31 pm.) (Defendant Location: bond.) (RJD) (Entered: 08/07/2009)
08/07/2009		Attorney update in case as to Randall Sutton. Attorney Grant J. Shostak for Randall Sutton added. (RJD) (Entered: 08/07/2009)
08/07/2009	9	Unsecured Bond Entered as to defendant Randall Sutton in amount of $ 50,000. Signed by Magistrate Judge Mary Ann L. Medler on 8/7/09. (RJD) (Entered: 08/07/2009)
08/07/2009	10	ORDER Setting Conditions of Release by Defendant Randall Sutton. Signed by Magistrate Judge Mary Ann L. Medler on 8/7/09. (RJD) (Entered: 08/07/2009)
08/07/2009	20	PASSPORT NOTICE as to Randall Sutton has been filed. Notice of Court Order: Order File Date: 8/7/09. The aboved-name defendant is not permitted to apply for the issuance of a passport during the pendency of this action. Passport # 088537746 surrendered to U.S. District Court on 8/12/09. (RJD) (Entered: 08/13/2009)
08/10/2009	11	DISCLOSURE OF CORPORATE INTERESTS as to Randall Sutton (Jensen, Jeffrey) (Entered: 08/10/2009)
08/10/2009	12	MOTION to Produce /Motion of Defendant to Require Government to Forthwith Produce Names of Alleged Victims and Potential Witnesses by Randall Sutton. (Shostak, Burton) (Entered: 08/10/2009)
08/10/2009	13	Emergency MOTION for Hearing on Motion of Defendant to Require Government to Forthwith Produce Names of Alleged Victims and Potential Witnesses by Randall Sutton. (Shostak, Burton) (Entered: 08/10/2009)
08/11/2009	14	RESPONSE in Opposition by USA as to Randall Sutton re 12 MOTION to Produce /Motion of Defendant to Require Government to Forthwith Produce Names of Alleged Victims and Potential Witnesses (Muchnick, Steven) (Entered: 08/11/2009)
08/11/2009	15	RESPONSE in Opposition by USA as to Randall Sutton re 13 Emergency MOTION for Hearing on Motion of Defendant to Require Government to Forthwith Produce Names of Alleged Victims and Potential Witnesses (Muchnick, Steven) (Entered: 08/11/2009)
08/12/2009	16	ORDER CONCERNING PRETRIAL MOTIONS as to Randall Sutton. Forthwith each party may propound to opposing party and may file w/the court any request for pretrial disclosure of evidence or information not later than Forthwith. The parties shall respond to any such request for pretrial disclosure not later than 8/17/09. Counsel for defendant to file with the court a memorandum if defendant chooses not to file any pretrial motions not later than 8/27/09. Criminal

		Pretrial Motion due by 8/27/2009. Evidentiary Hearing set for 9/1/2009 at 10:30 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on 8/12/09. (RJD) (Entered: 08/12/2009)
08/12/2009	17	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Arraignment: Parties present for arraignment. Deft. sworn. Defendant waives reading of indictment, plea of not guilty as to Randall Sutton (1) Count 1r,2r,3r-5r,6r,7r-8r,9r held on 8/12/2009(Evidentiary Hearing set for 9/1/2009 10:30 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III.), Motion Hearing as to Randall Sutton held on 8/12/2009 re 12 MOTION to Produce, 13 Emergency MOTION for Hearing filed by Randall Sutton. Court grants Deft.'s motion 13 and denies Deft.'s motion 12 . (Court Reporter or FTR Gold Operator initials:MGK.) (FTR Gold (yes or no): yes.) (proceedings started: 11:09.) (proceedings ended: 11:23.) (Defendant Location: Custody.) (MGK) (Entered: 08/12/2009)
08/12/2009		Receipt 4644009138 in the amount of $0.00 for PASSPORT on behalf of Sutton, Randall (CCAM) (Entered: 08/13/2009)
08/13/2009	18	DISCLOSURE of Arguably Suppressible Evidence as to Randall Sutton by the Government (Muchnick, Steven) (Entered: 08/13/2009)
08/13/2009	19	REQUEST for Discovery as to Randall Sutton by the Government (Muchnick, Steven) (Entered: 08/13/2009)
08/13/2009	21	Warrant Returned Executed on 8/7/09 in case as to Randall Sutton re: Indictment. (MCB) (Entered: 08/14/2009)
08/20/2009	22	MOTION for Extension of Time to File Pretrial Motions, for Status Conference and, MOTION to Continue ; Evidentiary Hearings by Randall Sutton. (Shostak, Burton) (Entered: 08/20/2009)
08/21/2009	24	ORDER granting in part 22 Motion for Extension of Time to File Pretrial Motions and Continue Evidentiary Hearing as to Randall Sutton (1). Status Conference set for 8/27/2009 09:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on 8/21/09. (KLH) (Entered: 08/24/2009)
08/24/2009	23	RESPONSE to Motion by USA as to Randall Sutton re 22 MOTION for Extension of Time to File Pretrial Motions, for Status Conference and MOTION to Continue ; Evidentiary Hearings (Jensen, Jeffrey) (Entered: 08/24/2009)
08/27/2009	25	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: Status Conference as to Randall Sutton held on 8/27/2009. (proceedings started: 9:00 am.) (proceedings ended: 9:30 am.) (RJD) (Entered: 08/27/2009)
08/31/2009	26	MOTION for Extension of Time to File Pretrial Motions, MOTION to Continue ; Evidentiary Hearing by Randall Sutton. (Shostak, Burton) (Entered: 08/31/2009)
08/31/2009	27	ORDER as to Randall Sutton granting Defendant's Motions for extension of time within which to file motions and for continuance of the pretrial motion hearing [Docs. 22 and 26]. Criminal Pretrial Motion due by 10/15/2009. Government Response due 10/21/09. Evidentiary Hearing set for 10/29/2009 09:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on 8/31/09. (KLH) (Entered: 08/31/2009)
09/30/2009	28	ENTRY OF ATTORNEY APPEARANCE: by Edward C. Matthews, IV on behalf of Randall Sutton (Matthews, Edward) (Entered: 09/30/2009)
09/30/2009	29	ENTRY OF ATTORNEY APPEARANCE: by Jim J. Shoemake on behalf of Randall Sutton (Shoemake, Jim) (Entered: 09/30/2009)
09/30/2009	30	ENTRY OF ATTORNEY APPEARANCE: by Deborah J. Westling on behalf of Randall Sutton (Westling, Deborah) (Entered: 09/30/2009)
09/30/2009	31	ENTRY OF ATTORNEY APPEARANCE: by Eric M. Walter on behalf of Randall Sutton (Walter, Eric) (Entered: 09/30/2009)
10/15/2009	32	MOTION for Leave to File Additional and/or Supplemental Pretrial Motions by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2009)
10/15/2009	33	MOTION for Bill of Particulars by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2009)
10/15/2009	34	MOTION for Disclosure of Jencks Act Material Early by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2009)
10/15/2009	35	MOTION to Travel by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2009)
10/15/2009	36	MOTION FOR DISCOVERY - REQUEST for Discovery as to Randall Sutton for Relief from "Document Dump", Demand for Witness List, Exhibit List, and for Other Relief and Memorandum of Law in Support Thereof (Attachments: # 1 Affidavit)(Shostak, Burton) Modified on 1/20/2010 (MCB). (Entered: 10/15/2009)
10/15/2009	37	MOTION to Release Bond Obligation by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2009)
10/15/2009	38	SUPERSEDING INDICTMENT returned in open court on 10/15/2009 to Judge David D. Noce by the deputy foreperson of the Grand Jury. Referred to Magistrate Judge Mummert as to Randall Sutton (1) count(s) 1s, 2s, 3s-5s, 6s, 7s-8s, 9s, Sharon Nekol Province (2) count(s) 3-5, 7-8. (Attachments: # 1 Criminal Cover Sheet) (KLK) (Entered: 10/16/2009)

10/15/2009	39	SUPERSEDING REDACTED INDICTMENT returned in open court on 10/15/2009 to Judge David D. Noce by the deputy foreperson of the Grand Jury. Referred to Magistrate Judge Mummert as to Randall Sutton (1): Former count 1s is now count 1rs. Former count 2s is now count 2rs. Former count 3s-5s is now count 3rs-5rs. Former count 6s is now count 6rs. Former count 7s-8s is now count 7rs-8rs. Former count 9s is now count 9rs. Sharon Nekol Province (2): Former count 3-5 is now count 3r-5r. Former count 7-8 is now count 7r-8r.. (KLK) (Entered: 10/16/2009)
10/16/2009	40	ENTRY OF ATTORNEY APPEARANCE Jeffrey B. Jensen appearing for USA. (Jensen, Jeffrey) (Entered: 10/16/2009)
10/19/2009	41	ENTRY OF ATTORNEY APPEARANCE: by Joseph L. Green on behalf of Sharon Nekol Province (Green, Joseph) (Entered: 10/19/2009)
10/19/2009	42	ORDER as to Randall Sutton and Sharon Nekol Province. Status Conference set for 10/23/2009 at 10:30 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on 10/19/09. (RJD) (Entered: 10/19/2009)
10/19/2009		Arrest of defendant Sharon Nekol Province date of arrest: 10/19/2009 (MGK) (Entered: 10/19/2009)
10/19/2009	43	Minute Entry for proceedings held before Magistrate Judge Frederick R. Buckles:Initial Appearance/Rule 5 as to Sharon Nekol Province held on 10/19/2009 Sharon Nekol Province (2) $50,000 Unsecured Bond. The Court imposes additional conditions of release. Defendant given copy of: Indictment. Defendant to retain: Joseph Green. Pretrial Services bail report received on: 10/19/2009-oral. Pretrial Services Officer: Susan Hendrickson. Arraignment set for 10/23/2009 10:30 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. (Court Reporter or FTR Gold Operator initials:M. Crayton.) (FTR Gold (yes or no): yes.) (proceedings started: 12:01.) (proceedings ended: 12:16.) (Defendant Location: Bond.) (MGK) (Entered: 10/19/2009)
10/19/2009	44	Unsecured Bond Entered as to defendant Sharon Nekol Province in amount of $50,000 Signed by Magistrate Judge Frederick R. Buckles on October 19, 2009. (MGK) (Entered: 10/19/2009)
10/19/2009	45	ORDER Setting Conditions of Release by Defendant Sharon Nekol Province as to Sharon Nekol Province (2) $50,000 Unsecured Signed by Magistrate Judge Frederick R. Buckles on October 19, 2009. (MGK) (Entered: 10/19/2009)
10/21/2009	46	RESPONSE in Opposition by USA as to Randall Sutton re 37 MOTION to Release Bond Obligation (Attachments: # 1 Minute Entry Reflecting Denial of Motion of Defendant Randall Sutton to Require Government to Forthwith Produce Names of Alleged Victims and Potential Witnesses [Doc. #12]) (Muchnick, Steven) (Entered: 10/21/2009)
10/21/2009	47	RESPONSE to Motion by USA as to Randall Sutton re 35 MOTION to Travel (Muchnick, Steven) (Entered: 10/21/2009)
10/22/2009	48	ORDER - IT IS HEREBY ORDERED that defendant's Motion to Travel is GRANTED.[Doc.35] IT IS FURTHER ORDERED that defendant may reside at 6080 Pelican BayBoulevard in Naples, Florida from November 18, 2009 until December 14, 2009 and from December 27, 2009 until March 15, 2010. IT IS FURTHER ORDERED that all the other terms and conditions of defendant's bond remain in full force and effect. Signed by Magistrate Judge Mary Ann L. Medler on 10/22/09. (LAH,) (Entered: 10/22/2009)
10/23/2009	49	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Arraignment as to Randall Sutton (1) held on 10/23/2009: Parties present for arraignment. Defendant sworn. Defendant arraigned. Defendant waives reading of indictment. Plea entered: not guilty Counts 1r,1rs,2r,2rs,3r-5r,3rs-5rs,6r,6rs,7r-8r,7rs-8rs,9r,9rs. No order on pretrial motions given as the parties will have a status conference in chambers to discuss dates. (Court Reporter or FTR Gold Operator initials:TRC.) (FTR Gold (yes or no): Yes.) (proceedings started: 10:30 am.) (proceedings ended: 10:31 am.) (Defendant Location: BOND.) (TRC) (Entered: 10/23/2009)
10/23/2009	50	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Arraignment as to Sharon Nekol Province (2) held on 10/23/2009: Parties present for arraignment. Defendant sworn. Defendant arraigned. Defendant waives reading of indictment. Plea entered: not guilty to Counts 3r-5r,7r-8r. No order on pretrial motions given as the parties will have a status conference in chambers to discuss dates. (Court Reporter or FTR Gold Operator initials:TRC.) (FTR Gold (yes or no): Yes.) (proceedings started: 10:31 am.) (proceedings ended: 10:33 am.) (Defendant Location: BOND.) (TRC) (Entered: 10/23/2009)
10/23/2009	51	ORDER as to Randall Sutton, Sharon Nekol Province re: 32 MOTION for Leave to File Additional and/or Supplemental Pretrial Motions by Randall Sutton. Criminal Pretrial Motion due by 11/30/2009. Government Response due by 12/14/09. Evidentiary Hearing reset for 12/21/2009 09:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. It is further ordered that counsel for Defendants shall have until March 1, 2009, to complete their review of all discovery in this case. Any additional pretrial motions relating to matters uncovered in the Defendants' review of all discovery shall be filed by March 5, 2010. The Government shall have until March 12, 2010, to respond to those additional motions. Signed by Magistrate Judge Thomas C. Mummert, III on 10/23/09. (KLH) (Entered: 10/23/2009)
10/23/2009	52	Letter Regarding Discovery as to Randall Sutton, Sharon Nekol Province (Attachments: # 1 Agreed Order Appointing Liquidator And Permanent Injunction, # 2 Order Appointing Liquidator, Order Approving Liquidation Plan And Permanent Injunction)(Muchnick, Steven) (Entered: 10/23/2009)

10/28/2009	53	ORDER as to Randall Sutton - IT IS HEREBY ORDERED that Defendant's Motion to Change a Bond Condition is DENIED. [Doc. 37] Signed by Magistrate Judge Mary Ann L. Medler on 10/28/09. (LAH,) (Entered: 10/28/2009)
11/30/2009	54	MOTION to Dismiss Indictment/Counts by Sharon Nekol Province. (Green, Joseph) (Entered: 11/30/2009)
11/30/2009	55	MOTION for Bill of Particulars by Sharon Nekol Province. (Green, Joseph) (Entered: 11/30/2009)
11/30/2009	56	MOTION to Sever Defendant by Sharon Nekol Province. (Green, Joseph) (Entered: 11/30/2009)
11/30/2009	57	MOTION to Dismiss Indictment/Counts (Superseding Indictment) by Randall Sutton as to Randall Sutton, Sharon Nekol Province. (Shostak, Burton) (Entered: 11/30/2009)
11/30/2009	58	MOTION to Strike Surplusage by Randall Sutton as to Randall Sutton, Sharon Nekol Province. (Shostak, Burton) (Entered: 11/30/2009)
11/30/2009	59	MOTION for Bill of Particulars to Superseding Indictment by Randall Sutton as to Randall Sutton, Sharon Nekol Province. (Shostak, Burton) (Entered: 11/30/2009)
11/30/2009	60	MOTION to Suppress Information Obtained from Katherine Scannell to be Used Directly or Indirectly Against Defendant Randall Sutton by Randall Sutton as to Randall Sutton. (Shostak, Burton) (Entered: 11/30/2009)
11/30/2009	61	MOTION for Discovery /Motion for the Government to Incur Copying Costs to Reproduce Documents Produced in Accordance with Rule 16(a)(1)(C) and Memorandum of Law in Support by Randall Sutton as to Randall Sutton. (Shostak, Burton) Modified on 2/10/2010 (MCB). (Entered: 11/30/2009)
11/30/2009	62	MOTION for Leave to File Additional and/or Supplemental Pretrial Motions by Randall Sutton as to Randall Sutton, Sharon Nekol Province. (Shostak, Burton) (Entered: 11/30/2009)
12/11/2009	63	MOTION for Joinder in Motions of Co-Defendant Randall Sutton by Sharon Nekol Province. (Green, Joseph) (Entered: 12/11/2009)
12/14/2009	64	RESPONSE in Opposition by USA as to Randall Sutton re 34 MOTION for Disclosure of Jencks Act Material Early (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	65	RESPONSE to Discovery as to Randall Sutton 's Motion for Relief from "Document Dump", Demand for Witness List, and Exhibit List (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	66	RESPONSE in Opposition by USA as to Sharon Nekol Province re 54 MOTION to Dismiss Indictment/Counts (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	67	RESPONSE in Opposition by USA as to Sharon Nekol Province re 55 MOTION for Bill of Particulars (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	68	RESPONSE in Opposition by USA as to Sharon Nekol Province re 56 MOTION to Sever Defendant (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	69	RESPONSE in Opposition by USA as to Randall Sutton re 57 MOTION to Dismiss Indictment/Counts (Superseding Indictment) (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	70	RESPONSE in Opposition by USA as to Randall Sutton re 58 MOTION to Strike Surplusage (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	71	RESPONSE in Opposition by USA as to Randall Sutton re 59 MOTION for Bill of Particulars to Superseding Indictment (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	72	RESPONSE in Opposition by USA as to Randall Sutton re 60 MOTION to Suppress Information Obtained from Katherine Scannell to be Used Directly or Indirectly Against Defendant Randall Sutton (Attachments: # 1 Agreed Order Appointing Rehabilitator and Permanent Injunction, # 2 Order Appointing Liquidator, Order Approving Liquidation Plan and Permanent Injunction, # 3 Letter from Special Deputy Receiver Donna J. Garrett to Arthur Margulis)(Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	73	RESPONSE in Opposition by USA as to Randall Sutton re 61 MOTION for Discovery /Motion for the Government to Incur Copying Costs to Reproduce Documents Produced in Accordance with Rule 16(a)(1)(C) and Memorandum of Law in Support MOTION for Discovery /Motion for the Government to Incur Copying Costs to Reproduce Documents Produced in Accordance with Rule 16(a)(1)(C) and Memorandum of Law in Support (Muchnick, Steven) (Entered: 12/14/2009)
12/14/2009	74	RESPONSE in Opposition by USA as to Randall Sutton re 62 MOTION for Leave to File Additional and/or Supplemental Pretrial Motions (Muchnick, Steven) (Entered: 12/14/2009)
12/17/2009	75	RESPONSE to Motion by USA as to Sharon Nekol Province re 63 MOTION for Joinder in Motions of Co-Defendant Randall Sutton (Muchnick, Steven) (Entered: 12/17/2009)
12/18/2009	76	REPLY TO RESPONSE to Motion by Randall Sutton as to Randall Sutton re 59 MOTION for Bill of Particulars to Superseding Indictment, 57 MOTION to Dismiss Indictment/Counts (Superseding Indictment), 61 MOTION for Discovery /Motion for the Government to Incur Copying Costs to Reproduce Documents Produced in Accordance with Rule 16(a)(1)(C) and Memorandum of Law in Support MOTION for Discovery /Motion for the Government to Incur Copying Costs to Reproduce Documents Produced in Accordance with Rule 16(a)(1)(C) and Memorandum of Law in Support, 62 MOTION for Leave to File Additional and/or Supplemental Pretrial Motions, 58 MOTION to Strike

		Surplusage, 60 MOTION to Suppress Information Obtained from Katherine Scannell to be Used Directly or Indirectly Against Defendant Randall Sutton, 34 MOTION for Disclosure of Jencks Act Material Early [GOVERNMENT'S RESPONSES ARE DOCUMENT NOS. 64, 65, 69, 70, 71, 73 AND 74] (Shostak, Burton) Modified on 2/11/2010 (KLH). (Entered: 12/18/2009)
12/21/2009	77	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Evidentiary Hearing as to Randall Sutton held on 12/21/2009. Parties present for hearing on pretrial motions, arguments heard, expert statements of Joe Jennings (under oath, for defense) and John Woods (under oath, for prosecution) presented; Exhibit A (electronic search samples) received into evidence. (Court Reporter or FTR Gold Operator initials:klh.) (FTR Gold (yes or no): yes.) (proceedings started: 9:02.) (proceedings ended: 9:59.) (Defendant Location: bond.) (KLH) (Entered: 12/21/2009)
12/21/2009	78	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Evidentiary Hearing as to Sharon Nekol Province held on 12/21/2009. Parties present for hearing on pretrial motions, arguments heard, expert statements of Joe Jennings (under oath, for defense) and John Woods (under oath, for prosecution) presented; Exhibit A (electronic search samples) received into evidence. (Court Reporter or FTR Gold Operator initials:klh.) (FTR Gold (yes or no): yes.) (proceedings started: 9:02.) (proceedings ended: 9:59.) (Defendant Location: bond.) (KLH) (Entered: 12/21/2009)
12/21/2009	79	Amended MOTION to Travel by Randall Sutton. (Shostak, Burton) (Entered: 12/21/2009)
12/23/2009	80	ENTRY OF ATTORNEY APPEARANCE Michael W. Reap appearing for USA. (Reap, Michael) (Entered: 12/23/2009)
12/28/2009	81	ORDER granting 79 Motion to Travel as to Randall Sutton (1): Ordered: GRANTED subject to the terms and conditions set out in the motion. Signed by Magistrate Judge Mary Ann L. Medler on 12/28/09. (MLM) (Entered: 12/28/2009)
12/28/2009	82	MOTION to Withdraw as Attorney by Jeffrey B. Jensen. by USA as to Randall Sutton, Sharon Nekol Province. (Jensen, Jeffrey) (Entered: 12/28/2009)
01/20/2010	83	MEMORANDUM re: pending motions as to Randall Sutton, Sharon Nekol Province. Signed by Magistrate Judge Thomas C. Mummert, III on January 20, 2010. (MCB) (Entered: 01/20/2010)
01/20/2010		ORDER RECEIPT: (see receipt) Wed Jan 20 13:51:58 CST 2010 (Berg, Melanie) (Entered: 01/20/2010)
01/20/2010	84	ORDER AND RECOMMENDATION OF UNITED STATES MAGISTRATE JUDGE as to Randall Sutton, Sharon Nekol Province. IT IS HEREBY ORDERED that Randall Sutton's first motion for bill of particulars and motion for disclosure of Jencks Act Material are each DENIED as moot. [Docs. 33, 34] IT IS FURTHER ORDERED that Randall Sutton's motion for relief from "document dump" is DENIED. [Doc. 36]IT IS FURTHER ORDERED that the motion of Sharon Nekol Province to join insix motions filed by Randall Sutton is GRANTED. [Doc. 63] IT IS FURTHER ORDERED that the motion of Randall Sutton and Sharon Nekol Province for leave to file additional and/or supplemental pretrial motions is DENIED asmoot. [Doc. 62] IT IS FURTHER ORDERED that the motions of Randall Sutton and Sharon Nekol Province to strike surplusage and for copying costs are each DENIED. [Docs. 58, 61] IT IS FINALLY ORDERED that motions of Randall Sutton and Sharon Nekol Province for a bill of particulars to superseding indictment are GRANTED in part and DENIED in part as set forth in the incorporated Memorandum. [Docs. 55, 59] IT IS HEREBY RECOMMENDED that Randall Sutton's motion to dismiss indictment be DENIED. [Doc. 57] IT IS FURTHER RECOMMENDED that Sharon Nekol Province'S motion to dismiss indictment and motion to sever trial of Defendants each be DENIED. [Docs. 54, 56] The parties are advised that they have fourteen (14) days in which to file written objections to this Recommendation and the Memorandum incorporated herein. Objections to R&R due by 2/8/2010. Signed by Magistrate Judge Thomas C. Mummert, III on January 20, 2010. (MCB) (Entered: 01/20/2010)
01/20/2010		ORDER RECEIPT: (see receipt) Wed Jan 20 14:03:09 CST 2010 (Berg, Melanie) (Entered: 01/20/2010)
01/20/2010	85	ORDER as to Randall Sutton, Sharon Nekol Province - SEE DOCUMENT 84 FOR DETAILS - NO DOCUMENT ATTACHED. Signed by Magistrate Judge Thomas C. Mummert, III on January 20, 2010. (MCB) (Entered: 01/20/2010)
01/20/2010	86	ORDER granting 82 Motion to Withdraw as Attorney. Jeffrey B. Jensen withdrawn from case as to Randall Sutton (1), Sharon Nekol Province (2). Signed by Magistrate Judge Thomas C. Mummert, III on January 20, 2010. (MCB) (Entered: 01/20/2010)
01/20/2010		ORDER RECEIPT: (see receipt) Wed Jan 20 15:42:58 CST 2010 (Berg, Melanie) (Entered: 01/20/2010)
01/20/2010		REPORT AND RECOMMENDATIONS by Magistrate Judge Thomas C. Mummert, III. FOR STATISTICAL PURPOSES ONLY - NO PDF ATTACHED - SEE DOCUMENT #84. (KCM) (Entered: 02/16/2010)
01/20/2010		REPORT AND RECOMMENDATIONS by Magistrate Judge Thomas C. Mummert, III. FOR STATISTICAL PURPOSES ONLY - NO PDF ATTACHED - SEE DOCUMENT #84. (KCM) (Entered: 02/16/2010)
02/02/2010	87	MOTION for Extension of Time to File Objections to Magistrates Report and Recommendation by Randall Sutton. (Shostak, Burton) (Entered: 02/02/2010)
02/03/2010	88	MOTION for Joinder in Defendant Sutton's Unopposed Motion for Additional Time and, MOTION for

		Extension of Time to File Objections to Magistrate's Report and Recommendations by Sharon Nekol Province. (Green, Joseph) (Entered: 02/03/2010)
02/04/2010	89	Warrant Returned Executed on 10/23/09 in case as to Randall Sutton re: Indictment (KLH) (Entered: 02/04/2010)
02/12/2010	90	MOTION for Extension of Time to File Objections to Magistrate Report and Recommendations (Doc 84) by Randall Sutton. (Shostak, Burton) (Entered: 02/12/2010)
02/12/2010	91	OBJECTION TO REPORT AND RECOMMENDATIONS 84 by Sharon Nekol Province (Green, Joseph) (Entered: 02/12/2010)
02/16/2010	92	MOTION to Modify Conditions of Release MOTION TO CHANGE A BOND CONDITION by Randall Sutton. (Shostak, Burton) Modified text on 2/17/2010 (KLH). (Entered: 02/16/2010)
02/17/2010	93	ENTRY OF ATTORNEY APPEARANCE Charles S. Birmingham appearing for USA. (Birmingham, Charles) (Entered: 02/17/2010)
02/17/2010	94	ORDER granting 92 Motion to Modify Conditions of Release as to Randall Sutton (1). FURTHER ORDERED that Condition 7.(e) is vacated.. Signed by Magistrate Judge Mary Ann L. Medler on 2/17/10. (LGK) (Entered: 02/17/2010)
02/19/2010	95	RESPONSE TO OBJECTION TO REPORT AND RECOMMENDATION by USA as to Sharon Nekol Province 91 (Muchnick, Steven) (Entered: 02/19/2010)
03/17/2010	96	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province; ORDERED A STATUS TELEPHONE CONFERENCE IS SET FOR MONDAY, MARCH 22, 2010, AT 2:00 PM. GOVERNMENT TO SET UP THE CALL. Telephone Conference set for 3/22/2010 02:00 PM in Telephone before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 3/17/10. (TRC) (Entered: 03/17/2010)
03/22/2010	97	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province held on 3/22/2010 via telephone. Hearing set for March 26, 2010 @ 9:30 a.m. regarding Speedy Trial. Defendants are to be present for hearing. (Court Reporter or FTR Gold Operator initials:D. Kriegshauser.) (FTR Gold (yes or no): No.) (proceedings started: 2:20 pm.) (proceedings ended: 2:35 pm.) (Defendant Location: Bond.) (CBL) (Entered: 03/22/2010)
03/26/2010	98	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Minutes as to Randall Sutton, Sharon Nekol Province held on 3/26/2010. Parties present for hearing regarding Speedy Trial Act. Govt. moves for Speedy Trial Finding due to volume of discovery. Defendants heard. Court finds case to be complex and additional time is needed. Ends of Justice will be served by granting additional time for preparation. Status conference to be set at later date. (Court Reporter or FTR Gold Operator initials:D. Kriegshauser.) (FTR Gold (yes or no): No.) (proceedings started: 9:30 am.) (proceedings ended: 9:45 am.) (Defendant Location: Bond.) (CBL) (Entered: 03/26/2010)
07/29/2010	99	MOTION to Withdraw Document 60 MOTION to Suppress Information Obtained from Katherine Scannell to be Used Directly or Indirectly Against Defendant Randall Sutton by Randall Sutton. (Shostak, Burton) (Entered: 07/29/2010)
07/29/2010	100	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province held on 7/29/2010 via Telephone. Status of discovery discussed. Additional status conference scheduled for August 26, 2010 at 11:00 a.m., with the Government to initiate the call. (Court Reporter or FTR Gold Operator initials:D. Kriegshauser.) (FTR Gold (yes or no): No.) (proceedings started: 2:10 p.m.) (proceedings ended: 2:25 p.m.) (Defendant Location: Bond.) (CBL) (Entered: 07/29/2010)
07/29/2010	101	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province. An additional Status Conference is set for 8/26/2010 at 11:00 AM via telephone before Honorable Jean C. Hamilton. The Government is to initiate the teleconference. Signed by Honorable Jean C. Hamilton on 7/29/2010. (CBL) (Entered: 07/29/2010)
07/29/2010	102	ORDER granting 99 Motion to Withdraw Document as to Randall Sutton (1). Signed by Magistrate Judge Thomas C. Mummert, III on 7/29/10. (KLH) (Entered: 07/30/2010)
08/26/2010	103	ENTRY OF ATTORNEY APPEARANCE Stephen R. Casey appearing for USA. (Casey, Stephen) (Entered: 08/26/2010)
08/26/2010	104	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province; ORDERED A TELEPHONE STATUS CONFERENCE IS SET FOR FRIDAY, OCTOBER 8, 2010, AT 11:00 AM. THE GOVERNMENT IS TO INITIATE THE CALL. Telephone Conference set for 10/8/2010 11:00 AM in Telephone before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 8/26/10. (TRC) (Entered: 08/26/2010)
08/26/2010	105	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province held on 8/26/2010 via Telephone. Status of case discussed. Further telephone conference set for October 8, 2010 @ 11:00 a.m. (Court Reporter or FTR Gold Operator initials:C. Simpson.) (FTR Gold (yes or no): No.) (proceedings started: 11:00 a.m.) (proceedings ended: 11:10 a.m.) (Defendant Location: Bond.) (CBL) (Entered: 08/26/2010)
10/08/2010	106	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Telephone Conference as to Randall Sutton, Sharon Nekol Province held on 10/8/2010. Parties present for status

		teleconference. Status discussed. Status set for 11/5/10 at 11:00 am. (Court Reporter or FTR Gold Operator initials:None.) (FTR Gold (yes or no): No.) (proceedings started: 11:00 am.) (proceedings ended: 11:10 am.) (TRC) (Entered: 10/08/2010)
10/08/2010	107	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province; ORDERED A STATUS TELEPHONE CONFERENCE IS SET FOR FRIDAY, NOVEMBER 5, 2010, AT 11:00 AM. THE GOVERNMENT IS TO INITIATE THE CALL. Telephone Conference set for 11/5/2010 11:00 AM in Telephone before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 10/8/10. (TRC) (Entered: 10/08/2010)
10/15/2010	108	MOTION to Travel [UNOPPOSED] by Randall Sutton. (Shostak, Burton) (Entered: 10/15/2010)
10/18/2010	109	ORDER granting 108 Motion to Travel as to Randall Sutton (1):Ordered: GRANTED according to the terms and conditions in the Motion.. Signed by Magistrate Judge Mary Ann L. Medler on 10/18/10. (MLM) (Entered: 10/18/2010)
11/05/2010	110	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province held on 11/5/2010, (Status Conference set for 12/3/2010 11:00 AM by Telephone before Honorable Jean C. Hamilton.) (Court Reporter or FTR Gold Operator initials:D. Kriegshauser.) (FTR Gold (yes or no): No.) (proceedings started: 11:02am.) (proceedings ended: 11:07am.) (CEL) (Entered: 11/08/2010)
11/15/2010	111	ORDER as to Randall Sutton, Sharon Nekol Province. On the Court's own motion the instant matter is hereby scheduled for a status conference, including only the attorneys for the parties, on the Court's docket of November 24, 2010, at 10:00 a.m. in the Chambers of the undersigned, 13th Floor North. (Status Conference set for 11/24/2010 10:00 AM In Chambers before Magistrate Judge Thomas C. Mummert III.) Signed by Magistrate Judge Thomas C. Mummert, III on 11/15/10. (KLH) (Entered: 11/15/2010)
11/18/2010	112	SECOND SUPERSEDING INDICTMENT returned in open court on 11/18/2010 to Judge Henry E. Autrey by the DEPUTY foreperson of the Grand Jury. Referred to Magistrate Judge Thomas C. Mummert as to Randall Sutton (1) count(s) 1ss, 2ss-11ss, 12ss-16ss, 17ss, 18ss, 19ss-21ss, 22ss, 23ss-24ss, 25ss, 26ss-27ss, 28ss, 29ss, 30ss, 31ss, 32ss-34ss, 43ss, 44ss, 45ss-48ss, 50ss, Sharon Nekol Province (2) count(s) 1s, 2s-11s, 12s-16s, 17s, 18s, 19s-21s, 22s, 23s-24s, 25s, 26s-27s, 28s, 29s, 30s, 31s, 32s-34s, 44s, 45s-48s, James Douglas Cassity (3) count(s) 1, 2-11, 12-16, 17, 18, 19-21, 22, 23-24, 25, 26-27, 28, 29, 30, 31, 32-34, 35-36, 44, 45-48, 49, Brent Douglas Cassity (4) count(s) 1, 2-11, 12-16, 17, 18, 19-21, 22, 23-24, 25, 26-27, 28, 29, 30, 31, 32-34, 37-39, 43, 44, 45-48, 50, Howard A. Wittner (5) count(s) 1, 2-11, 12-16, 17, 18, 19-21, 22, 23-24, 25, 26-27, 28, 29, 30, 31, 32-34, 40-42, 44, 45-48, 50, David R. Wulf (6) count(s) 1, 2-11, 12-16, 17, 18, 19-21, 22, 23-24, 25, 26-27, 28, 29, 30, 31, 32-34, 43, 44, 45-48. (Attachments: # 1 Criminal Cover Sheet All Defendants) (SAJ) Modified on 11/19/2010 (SAJ). (Entered: 11/19/2010)
11/18/2010	113	SECOND SUPERSEDING REDACTED INDICTMENT returned in open court on 11/18/2010 to Judge Henry E. Autrey by the DEPUTY Foreperson of the Grand Jury. Referred to Magistrate Judge Thomas C. Mummert as to Randall Sutton (1): Former count 1ss is now count 1rss. Former count 2ss-11ss is now count 2rss-11rss. Former count 12ss-16ss is now count 12rss-16rss. Former count 18ss is now count 18rss. Former count 19ss-21ss is now count 19rss-21rss. Former count 22ss is now count 22rss. Former count 23ss-24ss is now count 23rss-24rss. Former count 25ss is now count 25rss. Former count 26ss-27ss is now count 26rss-27rss. Former count 28ss is now count 28rss. Former count 29ss is now count 29rss. Former count 30ss is now count 30rss. Former count 31ss is now count 31rss. Former count 32ss-34ss is now count 32rss-34rss. Former count 43ss is now count 43rss. Former count 44ss is now count 44rss. Former count 45ss-48ss is now count 45rss-48rss. Former count 50ss is now count 50rss. Sharon Nekol Province (2): Former count 1s is now count 1rs. Former count 2s-11s is now count 2rs-11rs. Former count 12s-16s is now count 12rs-16rs. Former count 17s is now count 17rs. Former count 18s is now count 18rs. Former count 19s-21s is now count 19rs-21rs. Former count 22s is now count 22rs. Former count 23s-24s is now count 23rs-24rs. Former count 25s is now count 25rs. Former count 26s-27s is now count 26rs-27rs. Former count 28s is now count 28rs. Former count 29s is now count 29rs. Former count 30s is now count 30rs. Former count 31s is now count 31rs. Former count 32s-34s is now count 32rs-34rs. Former count 44s is now count 44rs. Former count 45s-48s is now count 45rs-48rs. James Douglas Cassity (3): Former count 1 is now count 1r. Former count 2-11 is now count 2r-11r. Former count 12-16 is now count 12r-16r. Former count 17 is now count 17r. Former count 18 is now count 18r. Former count 19-21 is now count 19r-21r. Former count 22 is now count 22r. Former count 23-24 is now count 23r-24r. Former count 25 is now count 25r. Former count 26-27 is now count 26r-27r. Former count 28 is now count 28r. Former count 29 is now count 29r. Former count 30 is now count 30r. Former count 31 is now count 31r. Former count 32-34 is now count 32r-34r. Former count 35-36 is now count 35r-36r. Former count 44 is now count 44r. Former count 45-48 is now count 45r-48r. Former count 49 is now count 49r. Brent Douglas Cassity (4): Former count 1 is now count 1r. Former count 2-11 is now count 2r-11r. Former count 12-16 is now count 12r-16r. Former count 17 is now count 17r. Former count 18 is now count 18r. Former count 19-21 is now count 19r-21r. Former count 22 is now count 22r. Former count 23-24 is now count 23r-24r. Former count 25 is now count 25r. Former count 26-27 is now count 26r-27r. Former count 28 is now count 28r. Former count 29 is now count 29r. Former count 30 is now count 30r. Former count 31 is now count 31r. Former count 32-34 is now count 32r-34r. Former count 37-39 is now count 37r-39r. Former count 43 is now count 43r. Former count 44 is now count 44r. Former count 45-48 is now count 45r-48r. Former count 50 is now count 50r. Howard A. Wittner (5): Former count 1 is now count 1r. Former count 2-11 is now count 2r-11r. Former count

		12-16 is now count 12r-16r. Former count 17 is now count 17r. Former count 18 is now count 18r. Former count 19-21 is now count 19r-21r. Former count 22 is now count 22r. Former count 23-24 is now count 23r-24r. Former count 25 is now count 25r. Former count 26-27 is now count 26r-27r. Former count 28 is now count 28r. Former count 29 is now count 29r. Former count 30 is now count 30r. Former count 31 is now count 31r. Former count 32-34 is now count 32r-34r. Former count 40-42 is now count 40r-42r. Former count 44 is now count 44r. Former count 45-48 is now count 45r-48r. Former count 50 is now count 50r. David R. Wulf (6): Former count 1 is now count 1r. Former count 2-11 is now count 2r-11r. Former count 12-16 is now count 12r-16r. Former count 17 is now count 17r. Former count 18 is now count 18r. Former count 19-21 is now count 19r-21r. Former count 22 is now count 22r. Former count 23-24 is now count 23r-24r. Former count 25 is now count 25r. Former count 26-27 is now count 26r-27r. Former count 28 is now count 28r. Former count 29 is now count 29r. Former count 30 is now count 30r. Former count 31 is now count 31r. Former count 32-34 is now count 32r-34r. Former count 43 is now count 43r. Former count 44 is now count 44r. Former count 45-48 is now count 45r-48r.. (SAJ) Modified on 11/19/2010 (SAJ). (Entered: 11/19/2010)
11/18/2010	114	Order:...IT IS BY THE COURT ORDERED that said indictment shall be sealed and suppressed by the Clerk of the Court until said defendant is in custody or has given bail for the defendant's final appearance. Order as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf.. Signed by Honorable Henry E. Autrey on 11/18/2010. (SAJ) (Entered: 11/19/2010)
11/18/2010	115	ENTRY OF ATTORNEY APPEARANCE Steven A. Muchnick, Charles S. Birmingham, Stephen R. Casey, Michael W. Reap appearing for USA. (SAJ) (Entered: 11/19/2010)
11/18/2010		Warrant Issued as to Indictment in case as to James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (SAJ) (Entered: 11/19/2010)
11/22/2010	116	LETTER LIFTING SUPPRESSION - Indictment/Superseding Indictment unsealed as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf (SAJ) (Entered: 11/22/2010)
11/22/2010	117	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. On the Court's own motion the November 24, 2010 status conference is cancelled. Signed by Magistrate Judge Thomas C. Mummert, III on November 22, 2010. (MCB) (Entered: 11/22/2010)
11/22/2010	118	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Lis Pendens (Birmingham, Charles) (Entered: 11/22/2010)
11/22/2010	119	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Lis Pendens (Birmingham, Charles) (Entered: 11/22/2010)
11/22/2010	120	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Lis Pendens (Birmingham, Charles) (Entered: 11/22/2010)
11/22/2010	121	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: LIs Pendens (Birmingham, Charles) (Entered: 11/22/2010)
11/22/2010		Arrest of defendant Brent Douglas Cassity date of arrest: 11/22/2010 (KMS) (Entered: 11/22/2010)
11/22/2010	122	Minute Entry for proceedings held before Magistrate Judge Terry I. Adelman:Initial Appearance/Rule 5 as to Brent Douglas Cassity held on 11/22/2010 Brent Douglas Cassity (4) 50,000 unsecured bond. Attorney Richard H. Sindel for Brent Douglas Cassity added. Defendant given copy of: Indictment., Bond Execution as to Brent Douglas Cassity held on 11/22/2010 bond executed in the amount of: 50,000 unsecured (Court Reporter or FTR Gold Operator initials:Katie Stamm.) (FTR Gold (yes or no): Yes.) (proceedings started: 12:42.) (proceedings ended: 12:53.) (Defendant Location: Bond.) (KMS) (Entered: 11/22/2010)
11/22/2010	123	Appearance Bond Entered as to defendant Brent Douglas Cassity in amount of $ 50,000 unsecured,. Signed by Magistrate Judge Terry I. Adelman on 11/22/2010. (KMS) (Entered: 11/22/2010)
11/22/2010	124	ORDER Setting Conditions of Release by Defendant Brent Douglas Cassity. as to Brent Douglas Cassity (4) 50,000 unsecured. Signed by Magistrate Judge Terry I. Adelman on 11/22/2010. (KMS) (Entered: 11/22/2010)
11/22/2010	125	ENTRY OF ATTORNEY APPEARANCE: by Jonathan F. Andres on behalf of David R. Wulf (Andres, Jonathan) (Entered: 11/22/2010)
11/22/2010		Arrest of defendant Howard A. Wittner date of arrest: 11/22/2010 (KMS) (Entered: 11/22/2010)
11/22/2010	126	ENTRY OF ATTORNEY APPEARANCE: by N. Scott Rosenblum on behalf of James Douglas Cassity (Rosenblum, N.) (Entered: 11/22/2010)
11/22/2010	127	PASSPORT NOTICE as to Brent Douglas Cassity has been filed. Notice of Court Order: Order File Date: November 22, 2010. The aboved-name defendant is not permitted to apply for the issuance

		of a passport during the pendency of this action. Passport 405382571 surrendered to U.S. District Court on November 22, 2010. (MCB) (Entered: 11/22/2010)
11/22/2010		Receipt 4644018074 in the amount of $0.00 for PASSPORT on behalf of Brent Cassity (CCAM) (Entered: 11/23/2010)
11/22/2010	128	Minute Entry for proceedings held before Magistrate Judge Terry I. Adelman:Initial Appearance/Rule 5 as to Howard A. Wittner held on 11/22/2010 Howard A. Wittner (5) 200,000 secured by property. Attorney Kevin F. O'Malley,Richard E. Greenberg for Howard A. Wittner added. Defendant given copy of: Indictment. Government's request for a $500,000 and global positioning monitor granted in part and denied in part; Court set bail at 200,000 secured by property and global positioning. Bond set but not executed. (Court Reporter or FTR Gold Operator initials:Katie Stamm.) (FTR Gold (yes or no): Yes.) (proceedings started: 2:41.) (proceedings ended: 2:55.) (Defendant Location: Bond.) (KMS) (Entered: 11/23/2010)
11/22/2010	129	CJA 23 Financial Affidavit by Howard A. Wittner (KMS) (Entered: 11/23/2010)
11/22/2010	130	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to Howard A. Wittner (5) Count 1r,2r-11r,12r-16r,17r,18r,19r-21r,22r,23r-24r,25r,26r-27r,28r,29r,30r,31r,32r-34r, 40r-42r,44r,45r-48r,50r held on 11/22/2010. Oral motion for extension of time to file pretrial motions is granted. Status conference on 12/1/2010 counsel only. (Court Reporter or FTR Gold Operator initials:KMS.) (FTR Gold (yes or no): Yes.) (proceedings started: 3:48.) (proceedings ended: 3:52.) (Defendant Location: Bond.) (KMS) (Entered: 11/23/2010)
11/22/2010	131	MOTION for Extension For Additional Time To Obtain and Review Discovery Materials and To Determine Whether and/or What Pretrial Motions are to be Filed by Howard A. Wittner. (KMS) (Entered: 11/23/2010)
11/22/2010	132	ORDER granting 131 Motion for Extension IT IS HEREBY ORDERED that the time granted to defendant to investigate and prepare pretrial motions or a waiver thereof is excluded from computation of the time for speedy trial as to Howard A. Wittner (5). Signed by Magistrate Judge Thomas C. Mummert, III on 11/22/2010. (KMS) (Entered: 11/23/2010)
11/22/2010		Arrest of defendant David R. Wulf date of arrest: 11/22/2010 (KMS) (Entered: 11/23/2010)
11/22/2010	133	Minute Entry for proceedings held before Magistrate Judge Terry I. Adelman:Initial Appearance/Rule 5 as to David R. Wulf held on 11/22/2010 David R. Wulf (6) 50,000 unsecured bond. Defendant given copy of: Indictment. Bond Execution as to David R. Wulf held on 11/22/2010 bond executed in the amount of: 50,000 unsecured (Court Reporter or FTR Gold Operator initials:Katie Stamm.) (FTR Gold (yes or no): Yes.) (proceedings started: 3:50.) (proceedings ended: 4:00.) (Defendant Location: Bond.) (KMS) (Entered: 11/23/2010)
11/22/2010	134	Appearance Bond Entered as to defendant David R. Wulf in amount of $ 50,000 unsecured,. Signed by Magistrate Judge Terry I. Adelman on 11/22/2010. (KMS) (Entered: 11/23/2010)
11/22/2010	135	ORDER Setting Conditions of Release by Defendant David R. Wulf. As to David R. Wulf (6) 50,000 unsecured. Signed by Magistrate Judge Terry I. Adelman on 11/22/2010. (KMS) (Entered: 11/23/2010)
11/22/2010	136	Minute Entry for proceedings held before Magistrate Judge Terry I. Adelman:Bond Execution as to Howard A. Wittner held on 11/22/2010 bond executed in the amount of: 200,000 secured by property (Court Reporter or FTR Gold Operator initials:Katie Stamm.) (FTR Gold (yes or no): Yes.) (proceedings started: 4:16.) (proceedings ended: 4:25.) (Defendant Location: Bond.) (KMS) (Entered: 11/23/2010)
11/22/2010	137	ORDER Setting Conditions of Release by Defendant Howard A. Wittner. as to Howard A. Wittner (5) 200,000 secured by property. Signed by Magistrate Judge Terry I. Adelman on 11/22/2010. (KMS) (Entered: 11/23/2010)
11/23/2010	138	ENTRY OF ATTORNEY APPEARANCE: by Richard E. Greenberg on behalf of Howard A. Wittner (Greenberg, Richard) (Entered: 11/23/2010)
11/23/2010	139	ENTRY OF ATTORNEY APPEARANCE: by Kevin F. O'Malley on behalf of Howard A. Wittner (O'Malley, Kevin) (Entered: 11/23/2010)
11/23/2010	140	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: IT IS HEREBY ORDERED that the arraignments of all Defendants on the superseding indictment is set for 10:00 a.m. on December 1, 2010. Defendants are required to be present for this proceeding in the courtroom of the undersigned on the 13th floor of the Thomas F. Eagleton Federal Courthouse. IT IS FURTHER ORDERED that only counsel for all parties in this matter shall appear before the undersigned for a conference in chambers on December 1, 2010, at 10:30 a.m. Arraignment set for 12/1/2010 10:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. In Chambers Conference set for 12/1/2010 10:30 AM In Chambers before Magistrate Judge Thomas C. Mummert III.. Signed by Magistrate Judge Thomas C. Mummert, III on 11/23/2010. (KMS) (Entered: 11/23/2010)
11/23/2010	141	BAIL REPORT(FILED UNDER SEAL) as to David R. Wulf. (LCL) (Entered: 11/23/2010)
11/23/2010	142	BAIL REPORT(FILED UNDER SEAL) as to Brent Douglas Cassity. (SEH) (Entered: 11/23/2010)

11/23/2010	151	Agreement to Forfeit Property Bond Entered as to defendant Howard A. Wittner in amount of $ 200,000. Signed by Magistrate Judge Terry I. Adelman on 11/23/2010. (KMS) (Entered: 11/24/2010)
11/24/2010	143	MOTION for ADDITIONAL TIME TO OBTAIN AND REVIEW DISCOVERY MATERIALS AND TO DETERMINE WHETHER, AND /OR WHAT PRETRIAL MOTIONS ARE TO BE FILED. by James Douglas Cassity. (MGK) (Entered: 11/24/2010)
11/24/2010	144	MOTION for Extension of Time to Obtain and Review Discovery Materials and to Determine Whether, and/or What Pretrial Motions are to be Filed by David R. Wulf. (Andres, Jonathan) (Entered: 11/24/2010)
11/24/2010		Arrest of defendant James Douglas Cassity date of arrest: 11/24/2010 (MGK) (Entered: 11/24/2010)
11/24/2010	145	Minute Entry for proceedings held before Magistrate Judge Frederick R. Buckles:Initial Appearance/Rule 5 as to James Douglas Cassity held on 11/24/2010 James Douglas Cassity (3) $500,000.00 Secured by 10%. Defendant given copy of: Indictment. Defendant to retain: Scott Rosenblum. Pretrial Services bail report received on: 11/24/2010. Pretrial Services Officer: S. McAllister. (Court Reporter or FTR Gold Operator initials:K. Shirley.) (FTR Gold (yes or no): Yes.) (proceedings started: 11:04.) (proceedings ended: 11:33.) (Defendant Location: Bond- Self Surrender.) (MGK) (Entered: 11/24/2010)
11/24/2010	146	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: granting 143 Motion for Extension of Time to File as to James Douglas Cassity (3)(Status Conference set for 12/1/2010 10:30 AM in In Chambers before Magistrate Judge Thomas C. Mummert III.); Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to James Douglas Cassity (3) Count 1r,2r-11r,12r-16r,17r,18r,19r-21r,22r,23r-24r,25r,26r-27r,28r,29r,30r,31r,32r-34r, 35r-36r,44r,45r-48r,49r held on 11/24/2010. Oral motion for extension of time to file pretrial motions is granted. (Court Reporter or FTR Gold Operator initials: MGK.)(FTR Gold (yes or no): Yes.) (Defendant location: Bond)(MGK) (Entered: 11/24/2010)
11/24/2010	147	MOTION for Extension of Time to Obtain and Review Discovery Materials and to Determine Whether, and/or What, Pretrial Motion Are to be Filed by Sharon Nekol Province. (Green, Joseph) (Entered: 11/24/2010)
11/24/2010	148	Minute Entry for proceedings held before Magistrate Judge Frederick R. Buckles:Bond Execution as to James Douglas Cassity held on 11/24/2010 bond executed in the amount of: 500,000 secured by 10% (Court Reporter or FTR Gold Operator initials:K. Shirley.) (FTR Gold (yes or no): Yes.) (proceedings started: 1:12.) (proceedings ended: 1:21.) (Defendant Location: Bond.) (KMS) (Entered: 11/24/2010)
11/24/2010	149	Appearance Bond Entered as to defendant James Douglas Cassity in amount of $ 500,000 secured by 10%,. Signed by Magistrate Judge Frederick R. Buckles on 11/24/2010. (KMS) (Entered: 11/24/2010)
11/24/2010	150	ORDER Setting Conditions of Release by Defendant James Douglas Cassity. as to James Douglas Cassity (3) 500,000 secured by 10%. Signed by Magistrate Judge Frederick R. Buckles on 11/24/2010. (KMS) (Entered: 11/24/2010)
11/24/2010	152	AFFIDAVIT OF OWNERSHIP for James Douglas Cassity in the amount of 50,000 ; owner of bond Adam Fein (KMS) (Entered: 11/24/2010)
11/24/2010	153	PASSPORT NOTICE as to James Douglas Cassity has been filed. Notice of Court Order: Order File Date: 11/24/2010. The aboved-name defendant is not permitted to apply for the issuance of a passport during the pendency of this action. Passport 438507967 surrendered to U.S. District Court on 11/24/2010. (KMS) (Entered: 11/24/2010)
11/24/2010		Receipt 4644018119 in the amount of $50000.00 for COMM REG-OTHER-BOND-COLB on behalf of James Douglas Cassity (CCAM) (Entered: 11/25/2010)
11/24/2010		Receipt 4644018130 in the amount of $0.00 for PASSPORT on behalf of James Douglas Cassity (CCAM) (Entered: 11/25/2010)
11/24/2010	156	Warrant Returned Executed on 11/22/2010 in case as to Howard A. Wittner re: Indictment (MGK) (Entered: 11/29/2010)
11/24/2010	157	Warrant Returned Executed on 11/22/2010 in case as to Brent Douglas Cassity re: Indictment (MGK) (Entered: 11/29/2010)
11/24/2010	158	Warrant Returned Executed on 11/22/2010 in case as to David R. Wulf re: Indictment (MGK) (Entered: 11/29/2010)
11/29/2010	154	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf ; ORDERED : The status teleconference set Friday, December 3, 2010 at 11:00am is VACATED.. Signed by Honorable Jean C. Hamilton on 11/29/10. (CEL) (Entered: 11/29/2010)
11/29/2010	155	BAIL REPORT(FILED UNDER SEAL) as to James Douglas Cassity. (SMM) (Entered: 11/29/2010)
11/30/2010	159	MOTION for Extension of Motion for Additional Time to Obtain and Review Discovery Materials and to Determine Whether and/or What, Pretrial Motions are to be Filed by Brent Douglas Cassity. (Sindel, Richard) (Entered: 11/30/2010)

12/01/2010	160	MOTION for Additional Time To Obtain and Review Discovery Materials and To Determine Whether and/or What Pretrial Motions are to be Filed by Brent Douglas Cassity. (KLH) (Entered: 12/01/2010)
12/01/2010	161	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to Brent Douglas Cassity (4) Count 1r,2r-11r,12r-16r,17r,18r,19r-21r,22r,23r-24r,25r,26r-27r,28r,29r,30r,31r,32r-34r, 37r-39r,43r,44r,45r-48r,50r held on 12/1/2010; GRANTING [159 , 160] MOTIONS for Extensions of Time. IT IS HEREBY ORDERED that the time granted to defendant to investigate and prepare pretrial motions or a waiver thereof is excluded from computation of the time for speedy trial as to Brent Douglas Cassity (4). (Court Reporter or FTR Gold Operator initials: klh.)(FTR Gold (yes or no): Yes.) (KLH) (Entered: 12/01/2010)
12/01/2010	162	MOTION for Additional Time To Obtain and Review Discovery Materials and To Determine Whether and/or What Pretrial Motions are to be Filed by Randall Sutton. (KLH) (Entered: 12/01/2010)
12/01/2010	163	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to Randall Sutton (1) Count 1rss,2rss-11rss,3rs-5rs,6rs,7rs-8rs,9rs,12rss-16rss,17ss,18rss,19rss-21rss,22rss, 23rss-24rss,25rss,26rss-27rss,28rss,29rss,30rss,31rss,32rss-34rss,43rss,44rss,45rss-48rss, 50rss held on 12/1/2010; GRANTING 162 Motion for Extension of Time. IT IS HEREBY ORDERED that the time granted to defendant to investigate and prepare pretrial motions or a waiver thereof is excluded from computation of the time for speedy trial. (Court Reporter or FTR Gold Operator initials: klh.)(FTR Gold (yes or no): Yes.) (KLH) (Entered: 12/01/2010)
12/01/2010	164	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to Sharon Nekol Province (2) Count 1rs,2rs-11rs,3r-5r,7r-8r,12rs-16rs,17rs,18rs,19rs-21rs,22rs,23rs-24rs,25rs,26rs-27rs, 28rs,29rs,30rs,31rs,32rs-34rs,44rs,45rs-48rs held on 12/1/2010; GRANTING 147 Motion for Extension of Time. IT IS HEREBY ORDERED that the time granted to defendant to investigate and prepare pretrial motions or a waiver thereof is excluded from computation of the time for speedy trial. (Court Reporter or FTR Gold Operator initials: klh.)(FTR Gold (yes or no): Yes.) (KLH) (Entered: 12/01/2010)
12/01/2010	165	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III: Arraignment: Parties present for arraignment. Defendant waives reading of indictment, plea of not guilty as to David R. Wulf (6) Count 1r,2r-11r,12r-16r,17r,18r,19r-21r,22r,23r-24r,25r,26r-27r,28r,29r,30r,31r,32r-34r, 43r,44r,45r-48r held on 12/1/2010; GRANTING 144 Motion for Extension of Time. IT IS HEREBY ORDERED that the time granted to defendant to investigate and prepare pretrial motions or a waiver thereof is excluded from computation of the time for speedy trial. (Court Reporter or FTR Gold Operator initials: klh.)(FTR Gold (yes or no): Yes.) (KLH) (Entered: 12/01/2010)
12/01/2010	166	ORDER CONCERNING PRETRIAL MOTIONS as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf.(SEE ORDER FOR ALL DEADLINES.) Criminal Pretrial Motion due by 5/9/2011. Government's Response due 6/20/2011. Response to Court due by 1/28/2011. Evidentiary Hearing set for 8/3/2011 09:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on December 1, 2010. (MGK) (Entered: 12/01/2010)
12/01/2010	168	ORDER APPOINTING FEDERAL PUBLIC DEFENDER as to Sharon Nekol Province St. Louis Fed Public Defender for Sharon Nekol Province appointed. Signed by Magistrate Judge Thomas C. Mummert, III on December 1, 2010. (MCB) (Entered: 12/01/2010)
12/01/2010	169	CJA 20 as to Sharon Nekol Province Court appointed Joseph L. Green for deft Province. Signed by Magistrate Judge Thomas C. Mummert, III on December 1, 2010. (MCB) (Entered: 12/01/2010)
12/02/2010	170	Warrant Returned Executed on 11/24/10 in case as to James Douglas Cassity re: indictment (LGK) (Entered: 12/03/2010)
12/03/2010	171	TRANSCRIPT ORDER REQUEST by Law Firm of Reilly Pozner LLP, as to defendant James Douglas Cassity for proceedings of Bond Hearing for proceedings held on 11/24/10 court reporter FTR Gold (forwarded to Court Reporters) before Judge Buckles and as to defendant Howard A. Wittner for proceedings of Bond Hearing for proceedings held on 11/22/10 court reporter FTR Gold (forwarded to Court Reporters) before Judge Adelman. (KLH) (Entered: 12/03/2010)
12/03/2010	172	BAIL REPORT(FILED UNDER SEAL) as to Howard A. Wittner. (TAC) (Entered: 12/03/2010)
12/07/2010	173	Substitution of Attorney as to Sharon Nekol Province Replaced by substituted attorney Diane Dragan (Dragan, Diane) (Entered: 12/07/2010)
12/07/2010	174	SEALED MOTION and Memorandum to Amend Order Setting Conditions of Release by Howard A. Wittner. (O'Malley, Kevin) (Entered: 12/07/2010)
12/08/2010	175	ENTRY OF ATTORNEY APPEARANCE: by Diane Dragan on behalf of Sharon Nekol Province (Dragan, Diane) (Entered: 12/08/2010)
12/08/2010	176	ORDER: IT IS HEREBY ORDERED that the Motion and Memorandum to Amend Order Setting Conditions of Release [Doc. # 174] be granted. The Defendant shall not be subject to the home

		confinement condition as stated above. IT IS FURTHER ORDERED that all other conditions of pretrial release previously imposed remain in full force and effect.. Signed by Magistrate Judge Terry I. Adelman on 12/8/10. (KKS) (Entered: 12/08/2010)
12/08/2010	181	PASSPORT NOTICE as to Howard A. Wittner has been filed. Notice of Court Order: Order File Date: November 22, 2010. The aboved-name defendant is not permitted to apply for the issuance of a passport during the pendency of this action. (MCB) (Entered: 12/13/2010)
12/10/2010	177	ENTRY OF ATTORNEY APPEARANCE: by Ethan B. Corlija on behalf of David R. Wulf (Corlija, Ethan) (Entered: 12/10/2010)
12/10/2010	178	ENTRY OF ATTORNEY APPEARANCE: by Joseph M. Hogan on behalf of David R. Wulf (Hogan, Joseph) (Entered: 12/10/2010)
12/10/2010	179	MOTION to Withdraw as Attorney for David R. Wulf by Jonathan Andres. by David R. Wulf. (Andres, Jonathan) (Entered: 12/10/2010)
12/13/2010	180	Docket Text ORDER as to David R. Wulf Re: 179 MOTION for Leave to Withdraw as Attorney for David R. Wulf by Jonathan Andres. by David R. Wulf. (Andres, Jonathan) filed by David R. Wulf ; ORDERED: LEAVE GRANTED. (Attorney Jonathan F. Andres terminated in case as to David R. Wulf.) Signed by Honorable Jean C. Hamilton on 12/13/2010. (CBL) (Entered: 12/13/2010)
12/15/2010	182	DISCLOSURE of Arguably Suppressible Evidence as to Randall Sutton by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/15/2010	183	DISCLOSURE of Arguably Suppressible Evidence as to Sharon Nekol Province by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/15/2010	184	DISCLOSURE of Arguably Suppressible Evidence as to James Douglas Cassity by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/15/2010	185	DISCLOSURE of Arguably Suppressible Evidence as to Brent Douglas Cassity by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/15/2010	186	DISCLOSURE of Arguably Suppressible Evidence as to David R. Wulf by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/15/2010	187	DISCLOSURE of Arguably Suppressible Evidence as to Howard A. Wittner by the Government (Muchnick, Steven) (Entered: 12/15/2010)
12/16/2010	188	REQUEST for Discovery as to Randall Sutton by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	189	REQUEST for Discovery as to Sharon Nekol Province by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	190	REQUEST for Discovery as to James Douglas Cassity by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	191	REQUEST for Discovery as to Brent Douglas Cassity by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	192	REQUEST for Discovery as to Howard A. Wittner by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	193	REQUEST for Discovery as to David R. Wulf by the Government (Muchnick, Steven) (Entered: 12/16/2010)
12/16/2010	194	Warrant Returned Executed on 12/1/10 in case as to Sharon Nekol Province re: Indictment (KLH) (Entered: 12/17/2010)
12/16/2010	195	Warrant Returned Executed on 12/1/10 in case as to Randall Sutton re: Indictment (KLH) (Entered: 12/17/2010)
12/20/2010	196	MOTION for Extension of Time to File Pre-Trial Motions by James Douglas Cassity. (Sison, Gilbert) (Entered: 12/20/2010)
12/20/2010	197	ORDER denying without prejudice 196 Motion for Extension as to James Douglas Cassity (3) Signed by Magistrate Judge Thomas C. Mummert, III on 12/20/2010. (MGK) (Entered: 12/20/2010)
12/21/2010	198	MOTION for Leave to: file sealed motion by USA as to James Douglas Cassity. (Muchnick, Steven) (Entered: 12/21/2010)
12/21/2010	199	SEALED MOTION by USA as to James Douglas Cassity. (Muchnick, Steven) (Entered: 12/21/2010)
12/22/2010	200	ORDER granting 198 Motion for Leave to File Under Seal as to James Douglas Cassity (3). Signed by Magistrate Judge Thomas C. Mummert, III on 12/22/10. (KLH) (Entered: 12/22/2010)
12/22/2010	201	MOTION for Hearing by the Government Regarding Potential Conflict of Interest Involving Attorney for Defendant Sharon Nekol Province by USA as to Sharon Nekol Province. (Muchnick, Steven) (Entered: 12/22/2010)
12/27/2010	202	ORDER as to Sharon Nekol Province, James Douglas Cassity The motions listed in this Order are hereby scheduled for hearing on the Court's docketon January 11, 2011, at 10:00 a.m. in the Courtroom of the undersigned, 13th Floor North. Motion Hearing set for 1/11/2011 10:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge

		Thomas C. Mummert, III on December 27, 2010. (MCB) (Entered: 12/27/2010)
12/27/2010	203	MOTION for Extension of Time to File Response/Reply as to 201 MOTION for Hearing by the Government Regarding Potential Conflict of Interest Involving Attorney for Defendant Sharon Nekol Province by Sharon Nekol Province. (Green, Joseph) (Entered: 12/27/2010)
12/27/2010	204	TRANSCRIPT (INITIAL APPEARANCE/BOND HEARING) as to Howard A. Wittner held on 11/22/10 before Judge Adelman. Court Reporter/Transcriber Angela Daley, Telephone number 244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 1/18/2011. Redacted Transcript Deadline set for 1/27/2011. Release of Transcript Restriction set for 3/28/2011. (KXS) (Entered: 12/27/2010)
12/27/2010	205	TRANSCRIPT (INITIAL APPEARANCE) as to James Douglas Cassity held on 11/24/2010 before Judge Frederick R. Buckles. Court Reporter/Transcriber Angela K. Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 1/18/2011. Redacted Transcript Deadline set for 1/27/2011. Release of Transcript Restriction set for 3/28/2011. (NCL) (Entered: 12/27/2010)
12/27/2010	206	ORDER granting 203 Motion for Extension of Time to File Response as to Sharon Nekol Province (2); Response to 201 MOTION for Hearing by the Government Regarding Potential Conflict of Interest Involving Attorney for Defendant Sharon Nekol Province due by 1/6/11. Signed by Magistrate Judge Thomas C. Mummert, III on 12/27/10. (KLH) (Entered: 12/27/2010)
12/28/2010	207	MOTION for Extension of Time to Respond to Government's Potential Conflict of Interest Inquiry by James Douglas Cassity. (Sison, Gilbert) (Entered: 12/28/2010)
12/29/2010	208	ORDER as to James Douglas Cassity (3) granting 207 Motion for Extension of Time to Respond to Government's Potential Conflict of Interest Inquiry (Doc.# 201); Response due by 1/6/11. Signed by Magistrate Judge Thomas C. Mummert, III on 12/29/10. (KLH) (Entered: 12/29/2010)
01/06/2011	209	RESPONSE in Opposition by Sharon Nekol Province re 201 MOTION for Hearing by the Government Regarding Potential Conflict of Interest Involving Attorney for Defendant Sharon Nekol Province (Attachments: # 1 Exhibit Declaration of Joseph L. Green)(Green, Joseph) (Entered: 01/06/2011)
01/06/2011	210	RESPONSE to Motion by James Douglas Cassity re 199 SEALED MOTION (Attachments: # 1 Exhibit Declaration of N. Scott Rosenblum) (Sison, Gilbert) Modified on 1/7/2011 (MCB). (Entered: 01/06/2011)
01/11/2011	211	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Motion Hearing as to Sharon Nekol Province held on 1/11/2011 re 201 MOTION for Hearing by the Government Regarding Potential Conflict of Interest Involving Attorney for Defendant Sharon Nekol Province filed by USA; arguments heard; the defendant waives her right to potential conflict; Order to issue. (Court Reporter or FTR Gold Operator initials:KMS.) (FTR Gold (yes or no): Yes.) (proceedings started: 10:00.) (proceedings ended: 10:14.) (Defendant Location: Bond.) (KMS) (Entered: 01/11/2011)
01/11/2011	212	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Motion Hearing as to James Douglas Cassity held on 1/11/2011 re 199 SEALED MOTION filed by USA; arguments heard; the defendant waives his right to potential conflict; Order to issue (Court Reporter or FTR Gold Operator initials:KMS.) (FTR Gold (yes or no): Yes.) (proceedings started: 10:14.) (proceedings ended: 10:33.) (Defendant Location: Bond.) (KMS) (Entered: 01/11/2011)
01/11/2011	213	ORDER This matter is before the Court on the Governments Motion for Hearing concerning a potential conflict of interest involving Defendant Provinces defense counsel, Joseph L. Green. [Doc. 201] A hearing was conducted on January 11, 2011, in which counsel for the Government addressed possible conflict areas and the Court questioned Mr. Green and Ms. Province on these issues. Based upon the record made at the hearing and the Governments motion and memorandum the Court finds that Defendant Province has voluntarily and intelligently waived any possible conflict of interest raised by the Government and the Court. Signed by Magistrate Judge Thomas C. Mummert, III on 1/11/2011. (KMS) (Entered: 01/11/2011)
01/11/2011	214	ORDER This matter is before the Court on the Governments Motion for Hearing concerning a potential conflict of interest involving Defendant James D. Cassitys defense counsel, N. Scott Rosenblum. [Doc. 199] A hearing was conducted on January 11, 2011, in which counsel for the Government addressed possible conflict areas and the Court questioned Mr. Rosenblum and Mr. James D. Cassity on these issues. Based upon the record made at the hearing and the Governments motion and memorandum the Court finds that Defendant James D. Cassity has voluntarily and intelligently waived any possible conflict of interest raised by the Government and the Court. Signed by Magistrate Judge Thomas C. Mummert, III on 1/11/2011. (KMS) (Entered: 01/11/2011)
01/28/2011	215	Response to Order Concerning Pretrial Motions as to Howard A. Wittner (O'Malley, Kevin) (Entered: 01/28/2011)
01/28/2011	216	RESPONSE TO COURT by James Douglas Cassity (Sison, Gilbert) (Entered: 01/28/2011)
02/21/2011	217	SEALED MOTION to Compel Disclsoure of Documents by Howard A. Wittner. (O'Malley, Kevin)

		(Entered: 02/21/2011)
02/24/2011	218	MOTION for Leave to File Sealed Document by USA as to Howard A. Wittner. (Birmingham, Charles) (Entered: 02/24/2011)
02/24/2011	219	Sealed Document 217 SEALED MOTION to Compel Disclsoure of Documents (Muchnick, Steven) (Entered: 02/24/2011)
02/25/2011	220	ORDER granting 218 Motion for Leave to File Sealed Document as to Howard A. Wittner (5) Signed by Magistrate Judge Thomas C. Mummert, III on February 25, 2011. (MGK) (Entered: 02/25/2011)
02/25/2011	221	ORDER. This matter is before Court on Defendant Wittner's motion to compel disclosure of two seizure warrants related to two of Defendant Wittner's bank accounts. [Doc. 217] Defendant Wittner's Motion to Compel [Doc. 217] is DENIED as MOOT. SO ORDERED. Signed by Magistrate Judge Thomas C. Mummert, III on February 25, 2011. (MGK) (Entered: 02/25/2011)
03/30/2011	222	MOTION to Seal Document to Maintain Records Under Seal by Howard A. Wittner. (O'Malley, Kevin) (Entered: 03/30/2011)
04/01/2011	223	RESPONSE to Motion by USA as to Howard A. Wittner re 222 MOTION to Seal Document to Maintain Records Under Seal (Muchnick, Steven) (Entered: 04/01/2011)
04/04/2011	224	ORDER granting 222 Motion to Maintain Seal as to Howard A. Wittner (5). SEAL CONTINUED UNTIL 10/01/2011. Signed by Magistrate Judge Thomas C. Mummert, III on 4/4/11. (KLH, cc: OSU) (Entered: 04/04/2011)
04/07/2011	225	MOTION to Withdraw as Attorney by Richard H. Sindel as to Defendant Brent Douglas Cassity. (Sindel, Richard) Modified text on 4/8/2011 (KLH). (Entered: 04/07/2011)
04/07/2011	226	ENTRY OF ATTORNEY APPEARANCE: by Bradford J. Kessler on behalf of Howard A. Wittner. Pro Bono (MGK) (Entered: 04/08/2011)
04/08/2011	227	MOTION to Travel [Unopposed Motion to Extend Travel] by Randall Sutton. (Shostak, Burton) (Entered: 04/08/2011)
04/08/2011	228	ORDER granting 227 Motion to Travel as to Randall Sutton (1). Signed by Magistrate Judge Thomas C. Mummert, III on 4/8/11. (KLH) (Entered: 04/08/2011)
04/12/2011	229	TRANSCRIPT ORDER REQUEST by USA as to Brent Douglas Cassity, Howard A. Wittner, David R. Wulf for proceedings of inital appearances for proceedings held on 11/22/2010 before Judge Terry I. Adelman. (Birmingham, Charles) (Entered: 04/12/2011)
04/12/2011	230	TRANSCRIPT ORDER REQUEST by USA as to James Douglas Cassity for proceedings of initial appearance and arraignment for proceedings held on 11/24/2010 before Judge Frederick R. Buckles. (Birmingham, Charles) (Entered: 04/12/2011)
04/12/2011	231	TRANSCRIPT ORDER REQUEST by USA as to Randall Sutton, Sharon Nekol Province, Brent Douglas Cassity, David R. Wulf for proceedings of arraignment for proceedings held on 12/1/2010 before Judge Thomas C. Mummert. (Birmingham, Charles) (Entered: 04/12/2011)
04/12/2011	232	TRANSCRIPT ORDER REQUEST by USA as to Sharon Nekol Province, James Douglas Cassity for proceedings of motion hearing for proceedings held on 1/11/2011 before Judge Thomas C. Mummert. (Birmingham, Charles) (Entered: 04/12/2011)
04/13/2011		REMARK as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: Christine Simpson, court reporter, will be transcribing #229-232 filed by Charles Birmingham on 4/12/2011. (MCB) (Entered: 04/13/2011)
04/18/2011	233	TRANSCRIPT (INITIAL APPEARANCE/BOND HEARING) as to David R. Wulf held on November 22, 2010 before Judge Adelman. Court Reporter/Transcriber ANGELA K. DALEY, Telephone number (314) 244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/9/2011. Redacted Transcript Deadline set for 5/19/2011. Release of Transcript Restriction set for 7/18/2011. (KKS) (Entered: 04/18/2011)
04/18/2011	234	TRANSCRIPT (INITIAL APPEARANCE) as to Brent Douglas Cassity held on November 22, 2010 before Judge Adelman. Court Reporter/Transcriber ANGELA K. DALEY, Telephone number (314) 244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/9/2011. Redacted Transcript Deadline set for 5/19/2011. Release of Transcript Restriction set for 7/18/2011. (KKS) (Entered: 04/18/2011)
04/20/2011	235	ENTRY OF ATTORNEY APPEARANCE: by Barry A. Short on behalf of Brent Douglas Cassity (Short, Barry) (Entered: 04/20/2011)
04/26/2011	236	MOTION for Leave to: Request for Interim Payment of Counsel Fees and Expenses by Sharon Nekol Province. (Green, Joseph) (Entered: 04/26/2011)
05/02/2011	237	ORDER granting 225 Motion to Withdraw as Attorney. Richard H. Sindel withdrawn from case. as to Brent Douglas Cassity (4)(attorney Richard Sindel terminated as of this date) Signed by Magistrate Judge Thomas C. Mummert, III on May 2, 2011. (MGK) (Entered: 05/02/2011)

05/02/2011	238	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf -- IT IS HEREBY ORDERED that only counsel for all parties in this matter shall appear before the undersigned for a conference in chambers on May 4, 2011, at 2:30 p.m. Signed by Magistrate Judge Thomas C. Mummert, III on 5/2/11. (KCM) (Entered: 05/02/2011)
05/04/2011	239	TRANSCRIPT (ARRAIGNMENT) as to Sharon Nekol Province held on December 1, 2010 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	240	TRANSCRIPT (ARRAIGNMENT) as to Randall Sutton held on December 1, 2010 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	241	TRANSCRIPT (ARRAIGNMENT) as to Brent Douglas Cassity held on December 1, 2010 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	242	TRANSCRIPT (MOTION HEARING) as to James Douglas Cassity held on January 11, 2011 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	243	TRANSCRIPT (MOTION HEARING) as to Sharon Nekol Province held on Janaury 11, 2011 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	244	TRANSCRIPT (ARRAIGNMENT) as to David R. Wulf held on December 1, 2010 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/04/2011	245	TRANSCRIPT (ARRAIGNMENT) as to James Douglas Cassity held on November 24, 2010 before Judge Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/25/2011. Redacted Transcript Deadline set for 6/6/2011. Release of Transcript Restriction set for 8/2/2011. (MCB) (Entered: 05/04/2011)
05/05/2011	246	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Status Conference as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 5/5/2011 (FTR Gold: No.) (proceedings started: 2:30.) (proceedings ended: 3:15.) (Defendant(s) Location: not present.) (MGK) (Entered: 05/05/2011)
05/05/2011	247	MOTION for Extension of Time to File Pre-Trial Motions by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 05/05/2011)
05/06/2011	248	ORDER granting 247 Motion for Extension as to Randall Sutton (1), Sharon Nekol Province (2), James Douglas Cassity (3), Brent Douglas Cassity (4), Howard A. Wittner (5), David R. Wulf (6): IT IS HEREBY ORDERED that Defendants' motions for extension of time within which to file motions and for continuance of the pretrial motion hearing is GRANTED. IT IS FURTHER ORDERED that Defendants shall have until August 3, 2011 to file any pretrial motions or waiver of motions. The Government shall have until September 5, 2011, to respond. IT IS FURTHER ORDERED that the Evidentiary/Waiver Hearing presently set for August 3, 2011, is canceled. Signed by Magistrate Judge Thomas C. Mummert, III on 05/06/2011. (BRP) Modified on 5/10/2011 (BRP). (Entered: 05/06/2011)
06/15/2011	249	ENTRY OF ATTORNEY APPEARANCE: by J. William Lucco on behalf of Howard A. Wittner (Lucco, J.) (Entered: 06/15/2011)
06/20/2011	250	MOTION to Withdraw as Attorney by Kevin F. O'Malley, Richard Greenberg, and the law firm

		Greensfelder, Hemker & Gale, P.C.. by Howard A. Wittner. (O'Malley, Kevin) (Entered: 06/20/2011)
06/20/2011	251	ORDER granting 250 Motion to Withdraw as Attorney. Kevin F. O'Malley withdrawn from case as to Howard A. Wittner (5) Signed by Magistrate Judge Thomas C. Mummert, III on June 20, 2011. (MCB) (Entered: 06/20/2011)
07/29/2011	252	Joint MOTION for Bill of Particulars by Howard A. Wittner as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Text of Proposed Order)(Lucco, J.) (Entered: 07/29/2011)
08/01/2011	253	MOTION for Discovery of Evidence and Information by Brent Douglas Cassity (Short, Barry) Modified on 8/2/2011 (MCB). (Entered: 08/01/2011)
08/01/2011	254	SEALED MOTION by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 08/01/2011)
08/01/2011	255	SEALED MOTION by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 sealed document, # 2 sealed document, # 3 sealed document, # 4 sealed document, # 5 sealed document, # 6 sealed document, # 7 sealed document, # 8 sealed document, # 9 sealed document, # 10 sealed document, # 11 sealed document, # 12 sealed document, # 13 sealed document, # 14 sealed document, # 15 sealed document, # 16 sealed document, # 17 sealed document, # 18 sealed document, # 19 sealed document, # 20 sealed document, # 21 sealed document, # 22 sealed document, # 23 sealed document, # 24 sealed document, # 25 sealed document, # 26 sealed document, # 27 sealed document, # 28 sealed document, # 29 sealed document, # 30 sealed document)(Muchnick, Steven) (Entered: 08/01/2011)
08/01/2011	256	Sealed Order re: Government's Motion for leave to exceed page limit 254 is granted. Signed by Magistrate Judge Thomas C. Mummert, III on August 1, 2011. (MCB) (copy sent to counsel of record via U.S. Mail this date.) (Entered: 08/02/2011)
08/03/2011	257	ENTRY OF ATTORNEY APPEARANCE: by Evan Z. Reid on behalf of Brent Douglas Cassity (Reid, Evan) (Entered: 08/03/2011)
08/03/2011	258	Joint MOTION to Sever Defendant Counts 49 and 50 of Second Superseding Indictment by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Reid, Evan) (Entered: 08/03/2011)
08/03/2011	259	MEMORANDUM in Support by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 258 Joint MOTION to Sever Defendant Counts 49 and 50 of Second Superseding Indictment (Reid, Evan) (Entered: 08/03/2011)
08/03/2011	260	Joint MOTION to Dismiss Indictment/Counts Count 50 of the Second Superseding Indictment by Randall Sutton, Brent Douglas Cassity, Howard A. Wittner. (Reid, Evan) (Entered: 08/03/2011)
08/03/2011	261	MEMORANDUM in Support by Randall Sutton, Brent Douglas Cassity, Howard A. Wittner re 260 Joint MOTION to Dismiss Indictment/Counts Count 50 of the Second Superseding Indictment (Reid, Evan) (Entered: 08/03/2011)
08/03/2011	262	Joint MOTION to Sever Defendant and Counts by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity. (Sison, Gilbert) (Entered: 08/03/2011)
08/03/2011	263	MEMORANDUM in Support by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity re 262 Joint MOTION to Sever Defendant and Counts (Sison, Gilbert) (Entered: 08/03/2011)
08/03/2011	264	Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity. (Sison, Gilbert) (Entered: 08/03/2011)
08/03/2011	265	MEMORANDUM in Support by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity re 264 Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment (Attachments: # 1 Exhibit A (Consent Judgment))(Sison, Gilbert) (Entered: 08/03/2011)
08/03/2011	266	Joint MOTION for Leave to: Exceed Page Limit by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity. (Sison, Gilbert) (Entered: 08/03/2011)
08/03/2011	267	Joint MOTION for Leave to: to Adopt Other Filings by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf as to James Douglas Cassity. (Sison, Gilbert) (Entered: 08/03/2011)
08/04/2011	268	ORDER granting 266 Motion for Leave to exceed page limit as to James Douglas Cassity (3). Signed by Magistrate Judge Thomas C. Mummert, III on August 4, 2011. (MCB) (Entered: 08/04/2011)
08/04/2011	269	ORDER granting 267 Motion for Leave adopt filings of other defendants as to James Douglas Cassity (3). Signed by Magistrate Judge Thomas C. Mummert, III on August 4, 2011. (MCB) (Entered: 08/04/2011)

08/04/2011	270	MOTION to Dismiss Indictment/Counts in Second Superseding Indictment by Randall Sutton, Sharon Nekol Province, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Memorandum in Support with Exhibit A (Consent Judgment))(MCB) (Original documents 264 and 265) (Entered: 08/04/2011)
08/04/2011	271	MOTION to Sever Defendant and Counts by Randall Sutton, Sharon Nekol Province, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Memo in support(MCB) (Original documents 262 amd 263 (Entered: 08/04/2011)
08/04/2011	272	MOTION to Dismiss Indictment/Counts 50 of the Second Superseding Indictment by James Douglas Cassity. (Attachments: # 1 Memorandum in Support)(MCB) (Original documents 260 and 261) (Entered: 08/04/2011)
08/10/2011	273	ENTRY OF ATTORNEY APPEARANCE: by Bradford J. Kessler on behalf of Howard A. Wittner (Kessler, Bradford) (Entered: 08/10/2011)
08/11/2011	274	MOTION to Travel [UNOPPOSED] by Randall Sutton. (Shostak, Burton) (Entered: 08/11/2011)
08/12/2011	275	MOTION to Withdraw as Attorney [Motion to Withdraw as Co-Counsel] by Grant J. Shostak. by Randall Sutton. (Shostak, Grant) (Entered: 08/12/2011)
08/15/2011	276	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: The motion listed in this Order is hereby scheduled for hearing on the Court's discovery docket on September 2, 2011, at 10:00 a.m. in the Chambers of the undersigned in St. Louis, Missouri, 13th Floor North, Suite 13.156. Motion for Hearing by the Government Regarding Attorney for Defendant James Douglas Cassity, A/K/A Doug Cassity [Doc. 255] (Motion Hearing set for 9/2/2011 10:00 AM In Chambers before Magistrate Judge Thomas C. Mummert III.) Signed by Magistrate Judge Thomas C. Mummert, III on August 15, 2011. (BRP) (Entered: 08/15/2011)
08/15/2011	277	ORDER granting 275 Motion to Withdraw as Attorney. Grant J. Shostak withdrawn from case as to Randall Sutton (1). Signed by Magistrate Judge Thomas C. Mummert, III on August 15, 2011. (MCB) (Entered: 08/15/2011)
08/16/2011		Attorney update in case as to Randall Sutton. Attorney Grant Shostak terminated. (LGK) (Entered: 08/16/2011)
08/16/2011		REMARK as to Randall Sutton: Due to clerical error, Burton Shostak was inadvertently terminated. That was incorrect. Grant Shostak is no longer in the case, however, Burton Shostak remains as counsel. (LGK) (Entered: 08/16/2011)
08/17/2011	278	AMENDED ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: The motion listed in this Order is hereby scheduled for hearing on September 2, 2011, at 10:00 a.m. in the Courtoom of the undersigned in St. Louis, Missouri, 13th Floor North. Motion for Hearing by the Government Regarding Attorney for Defendant James Douglas Cassity, A/K/A Doug Cassity [Doc. 255] All Defendants and Counsel are required to be present. Motion Hearing set for 9/2/2011 10:00 AM in Courtroom 13N before Magistrate Judge Thomas C. Mummert III. Signed by Magistrate Judge Thomas C. Mummert, III on August 17, 2011. (MCB) (Entered: 08/17/2011)
08/25/2011	279	DEFENDANTS MOTION TO WAIVE HIS APPEARANCE AT HEARING SCHEDULED FOR SEPTEMBER 2, 2011 AND WAIVER OF ANY POTENTIAL CONFLICT OF INTEREST BETWEEN DEFENDANT AND COUNSEL FOR CO-DEFENDANT DOUG CASSITY by Howard A. Wittner (Kessler, Bradford) Modified on 8/26/2011 (JWJ). Modified on 8/26/2011 (JWJ). DOCUMENT TYPE CHANGED TO REFLECT THAT'S IT IS A MOTION (Entered: 08/25/2011)
08/26/2011	280	ORDER granting 274 Motion to Travel as to Randall Sutton (1)Ordered: GRANTED subject to the terms and conditions set out in the Motion and also subject to the approval of defendant's Pretrial Services Officer. Signed by Magistrate Judge Mary Ann L. Medler on 8/26/11. (MLM) (Entered: 08/26/2011)
08/26/2011	281	MOTION to Waive by Randall Sutton his Appearance at Hearing Scheduled for September 2, 2011 and Waiver of any Potential Conflict of Interest Defendant and Counsel for Co-Defendant Doug Cassity (Shostak, Burton) Modified on 8/31/2011 to change to motion event. (CBL). (Entered: 08/26/2011)
08/31/2011	282	MOTION for Extension of Time to File Response/Reply as to 265 Memorandum in Support, 263 Memorandum in Support, 252 Joint MOTION for Bill of Particulars, 261 Memorandum in Support, 262 Joint MOTION to Sever Defendant and Counts, 253 MOTION for Discovery of Evidence and Information, 260 Joint MOTION to Dismiss Indictment/Counts Count 50 of the Second Superseding Indictment, 259 Memorandum in Support, 264 Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment, 258 Joint MOTION to Sever Defendant Counts 49 and 50 of Second Superseding Indictment by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) Modified on 12/27/2011 (BRP). (Entered: 08/31/2011)
09/01/2011	283	ORDER granting 282 Motion for Extension of Time to File Response/Reply as to All Defendants' Pretrial Motions by USA. Government's Response to Defendants' Pretrial Motions due by 9/30/2011. Signed by Magistrate Judge Thomas C. Mummert, III on 9/1/2011. (CBL) (Entered: 09/01/2011)

09/02/2011	284	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Motion Hearing as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 9/2/2011 re 255 SEALED MOTION filed by USA. Counsel of record appear for all defendants. All defendants personally present with the exception of Defendants Sutton and Wittner, who filed motions to waive appearance (279 and 281), and Wulf (waiver to be filed.) Testimony heard. Aguments heard. All counsel decline to file immediate motion to disqualify. Order to issue. All defendants remain on bond.(Court Reporter:FTR.)(FTR Gold Operator initials:C. Long.) (FTR Gold: Yes.) (proceedings started: 10:19 a.m.) (proceedings ended: 10:56 a.m.) (Defendant Location: Bond.) (CBL) Modified on 9/6/2011 to clarify appearance of counsel (CBL). (Main Document 284 replaced on 9/6/2011) (CBL). (Entered: 09/02/2011)
09/02/2011	285	WAIVER by David R. Wulf ofAny Potential Conflict of Interest Between Defendant and Counsel for Co-Defendant D. Cassity and Defendant's Motion to Waive Appearance at Hearing Scheduled for September 2, 2011 (Hogan, Joseph) Modified on 9/6/2011 (BRP). (Entered: 09/02/2011)
09/06/2011	286	ORDER granting 279 Motion for Leave as to Howard A. Wittner (5). Signed by Magistrate Judge Thomas C. Mummert, III on 9/6/2011. (BRP) (Entered: 09/06/2011)
09/06/2011	287	ORDER granting 285 Motion to Waive Appearance at Hearing Scheduled for September 2, 2011 and Waiver of Any Potential Conflict of Interest Between Defendant and Counsel for Co-Defendant Doug Cassity as to David R. Wulf (6). Signed by Magistrate Judge Thomas C. Mummert, III on 9/6/2011. (BRP) (Entered: 09/06/2011)
09/06/2011	288	ORDER granting 281 Motion to Waive His Appearance at Hearing Scheduled for September 2, 2011 and Waiver of Any Potential Conflict of Interest Defendant and Counsel for Co-Defendant Doug Cassity as to Randall Sutton (1). Signed by Magistrate Judge Thomas C. Mummert, III on 9/6/2011. (BRP) (Entered: 09/06/2011)
09/07/2011	289	MEMORANDUM AND ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: The Court declines to enter an order disqualifying Mr. Rosenblum at this time. This is without prejudice to the Government or other defendants requesting disqualification at a future time. Signed by Magistrate Judge Thomas C. Mummert, III on September 7, 2011. (BRP) (Entered: 09/07/2011)
09/27/2011	290	MOTION for Speedy Trial Designation as a Complex Case by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 09/27/2011)
09/27/2011	291	MOTION to Withdraw as Attorney by D. John Sauer. by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sauer, Dean) (Entered: 09/27/2011)
09/27/2011	292	Second MOTION for Extension of Time to File Response/Reply as to 265 Memorandum in Support, 263 Memorandum in Support, 252 Joint MOTION for Bill of Particulars, 261 Memorandum in Support, 262 Joint MOTION to Sever Defendant and Counts, 253 MOTION for Discovery of Evidence and Information, 260 Joint MOTION to Dismiss Indictment/Counts Count 50 of the Second Superseding Indictment, 259 Memorandum in Support, 264 Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment, 258 Joint MOTION to Sever Defendant Counts 49 and 50 of Second Superseding Indictment by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 09/27/2011)
09/27/2011	293	MEMORANDUM AND ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: IT IS HEREBY ORDERED that, if a Defendant consents to such a designation, then on or before October 5, 2011, Counsel for that consenting Defendant shall file a waiver of Speedy Trial and a consent to the Court designating this case as complex pursuant to 18 U.S.C. § 3161(h)(7)(B)(ii) signed by that consenting Defendant. IT IS FURTHER ORDERED that, if any Defendant objects to such a designation, then on or before October 5, 2011, Counsel for that Defendant shall file a memorandum to that effect, and the Court will thereafter set the issue for a hearing. (Response to Court due by 10/5/2011.) Signed by Magistrate Judge Thomas C. Mummert, III on September 27, 2011. (BRP) (Entered: 09/27/2011)
09/27/2011	294	ORDER granting 291 Motion to Withdraw as Attorney. Dean J. Sauer withdrawn from case as to all defendants. Signed by Magistrate Judge Thomas C. Mummert, III on 9/27/2011. (CBL) (Entered: 09/27/2011)
09/27/2011	295	ORDER granting 292 Government's Motion for Extension of Time to File Response to Defendants' Pretrial Motions. USA granted to October 14, 2011 to file its response. Signed by Magistrate Judge Thomas C. Mummert, III on 9/27/2011. (CBL) (Entered: 09/27/2011)
09/29/2011	296	SEALED MOTION to Renew Sealing Order on Defendant's Financial Information by Howard A. Wittner. (Kessler, Bradford) (Entered: 09/29/2011)
10/05/2011	297	WAIVER of Speedy Trial by Sharon Nekol Province (Green, Joseph) (Entered: 10/05/2011)
10/05/2011	298	WAIVER of Speedy Trial by Howard A. Wittner (Kessler, Bradford) (Entered: 10/05/2011)
10/05/2011	299	MOTION for Extension of Time to File Response to Court Order of September 27, 2011 (Unopposed) by Brent Douglas Cassity. (Short, Barry) (Entered: 10/05/2011)

10/05/2011	300	ORDER denying 299 Motion for Extension of Time to File as to Brent Douglas Cassity (4); SO ORDERED Signed by Magistrate Judge Thomas C. Mummert, III on 10/5/11. (KJS) (Entered: 10/05/2011)
10/05/2011	301	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. IT IS HEREBY ORDERED that counsel for all parties in this matter who have not waived the entitlements under the Speedy Trial Act and have not consented to a complex case designation shall appear before the undersigned for a hearing on the Government's Motion for Speedy Trial Designation as a Complex Case [Doc. 290] in courtroom 13 North on October 7, 2011, at 2:30 p.m. Defendants must physically attend this hearing, NO EXCEPTIONS. Signed by Magistrate Judge Thomas C. Mummert, III on 10/5/2011. (CBL) (Entered: 10/05/2011)
10/05/2011	302	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. IT IS HEREBY ORDERED that upon discussion with counsel the October 7, 2011, at 2:30 p.m. hearing is canceled. Signed by Magistrate Judge Thomas C. Mummert, III on 10/5/2011. (CBL) (Entered: 10/05/2011)
10/05/2011	303	WAIVER of Speedy Trial by David R. Wulf (Hogan, Joseph) (Entered: 10/05/2011)
10/14/2011	304	MOTION for Leave to: Exceed Page Limit by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	305	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 252 Joint MOTION for Bill of Particulars (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	306	RESPONSE to Motion by USA as to Brent Douglas Cassity re 253 MOTION for Discovery of Evidence and Information (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	307	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 258 Joint MOTION to Sever Defendant Counts 49 and 50 of Second Superseding Indictment (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	308	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 260 Joint MOTION to Dismiss Indictment/Counts Count 50 of the Second Superseding Indictment (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	309	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 262 Joint MOTION to Sever Defendant and Counts (Muchnick, Steven) (Entered: 10/14/2011)
10/14/2011	310	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 264 Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment (Muchnick, Steven) (Entered: 10/14/2011)
10/17/2011	311	ORDER granting 304 Motion for Leave as to Randall Sutton (1), Sharon Nekol Province (2), James Douglas Cassity (3), Brent Douglas Cassity (4), Howard A. Wittner (5), David R. Wulf (6) Signed by Magistrate Judge Thomas C. Mummert, III on 10/17/2011. (BRP) (Entered: 10/17/2011)
10/19/2011	312	MOTION for Extension of Time to File Response/Reply to Government's Responses to Defendants' Pretrial Motions by Sharon Nekol Province as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Green, Joseph) (Entered: 10/19/2011)
10/24/2011	313	WAIVER of Speedy Trial by James Douglas Cassity (Sison, Gilbert) (Entered: 10/24/2011)
10/25/2011	314	WAIVER of Speedy Trial by Brent Douglas Cassity (Short, Barry) (Entered: 10/25/2011)
10/26/2011	315	WAIVER of Speedy Trial by Randall Sutton (Shostak, Burton) (Entered: 10/26/2011)
10/26/2011	316	ORDER granting 312 Motion for Extension of Time to File Response/Reply as to Sharon Nekol Province (2). Signed by Magistrate Judge Thomas C. Mummert, III on 10/26/2011. (BRP) Modified on 11/2/2011 (BRP). (Entered: 11/01/2011)
10/26/2011	318	ORDER granting 312 Motion for Extension of Time to File Response/Reply as to Randall Sutton (1), James Douglas Cassity (3), Brent Douglas Cassity (4), Howard A. Wittner (5), David R. Wulf (6). Signed by Magistrate Judge Thomas C. Mummert, III on 10/26/11. (BRP) (Entered: 11/02/2011)
11/01/2011	317	ORDER ON SPEEDY TRIAL DESIGNATION AS A COMPLEX CASE as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: IT IS HEREBY ORDERED that the Government's Motion for Speedy Trial Designation as a Complex Case is GRANTED. [Doc. 290] The case is so designated. Signed by Magistrate Judge Thomas C. Mummert, III on November 1, 2011. (BRP) (Entered: 11/01/2011)
11/03/2011	319	ORDER as to James Douglas Cassity. Comes now US Pretrial Services, respectfully requests the conditions of release be modified. Signed by Magistrate Judge Frederick R. Buckles on 11/03/2011. (MDH) (Entered: 11/03/2011)

11/09/2011	320	MOTION for Extension of Time to File Reply Briefs to Doc. 305, 307, 308, 309 and 310 by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 11/09/2011)
11/10/2011	321	ORDER. IT IS HEREBY ORDERED that Defendants' motion for extension of time to file reply briefs to the Government's responses [Doc. 320] is GRANTED. Defendants shall file their reply briefs, if any, on or before November 28, 2011. Signed by Magistrate Judge Thomas C. Mummert, III on 11/10/2011. (CBL) (Entered: 11/10/2011)
11/28/2011	322	REPLY TO RESPONSE to Motion by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 252 Joint MOTION for Bill of Particulars (Lucco, J.) (Entered: 11/28/2011)
11/28/2011	323	MOTION for Extension of Time to File Reply Briefs (Unopposed) by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 11/28/2011)
11/30/2011	324	ORDER - Defendants' Motion to continue time to file their reply to December 2, 2011 is GRANTED 323 . Counsel for Defendants are reminded of the fifteen page limitaion on court filings, which will be strickly enforced. Signed by Magistrate Judge Thomas C. Mummert, III on November 30, 2011. (MCB) (Entered: 11/30/2011)
12/02/2011	325	REPLY TO RESPONSE to Motion by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 264 Joint MOTION to Dismiss Indictment/Counts in the Second Superseding Indictment (Sison, Gilbert) (Entered: 12/02/2011)
12/12/2011	326	MOTION to Travel [UNOPPOSED] by Randall Sutton. (Shostak, Burton) (Entered: 12/12/2011)
12/13/2011	327	ORDER granting 326 Unopposed Motion to Travel as to Randall Sutton (1): Ordered: GRANTED pursuant to the terms and conditions specified in the Motion and the directives of the Pretrial Services Office. Signed by Magistrate Judge Mary Ann L. Medler on 12/13/11. (MLM) (Entered: 12/13/2011)
01/04/2012	328	ORDER granting 296 Sealed Motion as to Howard A. Wittner (5) - SO ORDERED Signed by Magistrate Judge Thomas C. Mummert, III on 1/4/12. (KJS) (Entered: 01/04/2012)
01/17/2012	329	MEMORANDUM AND ORDER as to Randall Sutton (1), Sharon Nekol Province (2), James Douglas Cassity (3), Brent Douglas Cassity (4), Howard A. Wittner (5), David R. Wulf (6). (see order for details) IT IS HEREBY ORDERED that the Motion for Discovery of Evidence and Information is DENIED. [Doc. 253] IT IS FURTHER ORDERED that the Joint Motion for Bill of Particulars is also DENIED. [Doc. 252] Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)
01/17/2012	330	MEMORANDUM as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re: 258 262 and 271 . Defendants fail to advance any argument in favor of their motions to sever that persuade the Court that severance is required to avoid prejudice. For the foregoing reasons, the Court finds Defendants' motions to sever trials and counts to be without merit. Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)
01/17/2012	331	REPORT AND RECOMMENDATIONS as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. In accordance with the Memorandum filed herein, IT IS HEREBY RECOMMENDED that Defendants' motion to sever Counts 49 and 50 of the second superseding indictment be DENIED. [Doc. 258] IT IS FURTHER RECOMMENDED that Defendants' motions to sever counts and defendants each be DENIED. [Docs. [262], 271] The parties are advised that they have fourteen (14) days in which to file written objections to this Recommendation and the Memorandum incorporated herein pursuant to 28 U.S.C. § 636(b)(1), unless an extension of time for good cause is obtained, and that failure to file timely objections may result in waiver of the right to appeal questions of fact. (Objections to R&R due by 1/31/2012.) Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)
01/17/2012	332	MEMORANDUM as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re: 260 272 , 264 , 270 . Defendants have advanced multiple arguments for the dismissal of the second superseding indictment. Some arguments addressed more than one count. Some arguments are more complicated than others. All arguments are, for the foregoing reasons, without merit. Accordingly, the Court finds that the four motions to dismiss should be denied. Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)
01/17/2012	333	REPORT AND RECOMMENDATIONS as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. In accordance with the Memorandum filed herein, IT IS HEREBY RECOMMENDED that Defendants' motions to dismiss each be DENIED. [Docs. 260 , 264 , 270 , 272 . The parties are advised that they have fourteen (14) days in which to file written objections to this Recommendation and the Memorandum incorporated herein pursuant to 28 U.S.C. § 636(b)(1), unless an extension of time for good cause is obtained, and that failure to file timely objections may result in waiver of the right to appeal questions of fact. (Objections to R&R due by 1/31/2012.) Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)

01/17/2012	334	ORDER as to Sharon Nekol Province (2). This case is before the undersigned on the motion of counsel appointed for defendant Sharon Nekol Province for approval of interim payments every sixty days for fees and expenses. It appearing to the Court that counsel has not pursued this motion by following the necessary procedure, IT IS HEREBY ORDERED that the motion is DENIED without prejudice. [Doc. 236] Signed by Magistrate Judge Thomas C. Mummert, III on 01/17/2012. (CBL) (Entered: 01/17/2012)
01/28/2012	335	MOTION for Extension of Time to File Objections to the Report and Recommendations of the Magistrate by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 01/28/2012)
01/30/2012	336	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 335 MOTION for Extension of Time to File Objections to the Report and Recommendations of the Magistrate ORDERED : GRANTED Objections to R&R due by 3/1/2012. Signed by Honorable Jean C. Hamilton on 1/30/12. (CEL) (Entered: 01/30/2012)
02/16/2012	337	MOTION for Speedy Trial Findings by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 02/16/2012)
02/21/2012	338	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf ; ORDERED : A status conference is set for Friday, February 24, 2012 at 2:00pm in Courtroom 16 North. All defendants and attorneys are required to be present. Status Conference set for 2/24/2012 02:00 PM in Courtroom 16N before Honorable Jean C. Hamilton.. Signed by Honorable Jean C. Hamilton on 2/21/12. (CEL) (Entered: 02/21/2012)
02/22/2012	339	ENTRY OF ATTORNEY APPEARANCE: by Richard H. Sindel on behalf of Brent Douglas Cassity (Sindel, Richard) (Entered: 02/22/2012)
02/22/2012	340	ENTRY OF ATTORNEY APPEARANCE: by Kathryn B. Parish on behalf of Brent Douglas Cassity (Parish, Kathryn) (Entered: 02/22/2012)
02/22/2012	341	MOTION for Leave to: Withdraw as Counsel for Brent D. Cassity by Brent Douglas Cassity. (Reid, Evan) (Entered: 02/22/2012)
02/23/2012	342	Docket Text ORDER as to Brent Douglas Cassity Re: 341 MOTION for Leave to: Withdraw as Counsel for Brent D. Cassity by Brent Douglas Cassity. (Reid, Evan) filed by Brent Douglas Cassity ; ORDERED SO ORDERED, Attorney Evan Z. Reid and Barry A. Short terminated in case as to Brent Douglas Cassity. Signed by Honorable Jean C. Hamilton on 2/23/12. (TRC) (Entered: 02/23/2012)
02/24/2012	343	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 337 MOTION for Speedy Trial Findings by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) filed by USA ; ORDERED THE MOTION IS REFERRED TO THE HONORABLE THOMAS C. MUMMERT, III FOR RULING. Signed by Honorable Jean C. Hamilton on 2/24/12. (TRC) (Entered: 02/24/2012)
02/24/2012	344	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf ; ORDERED OBJECTIONS TO THE REPORT AND RECOMMENDATION ARE DUE BY MARCH 22, 2012. Objections to R&R due by 3/22/2012. Signed by Honorable Jean C. Hamilton on 2/24/12. (TRC) (Entered: 02/24/2012)
02/27/2012	345	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 2/27/2012. Motion for Speedy Trial Finding 337 discussed. Motion to be referred to Judge Mummert for ruling. Issues regarding discovery and trial discussed. (Court Reporter:S. Moran.) (FTR Gold: No.) (proceedings started: 2:07 pm.) (proceedings ended: 2:39 pm.) (Defendant Location: BOND.) (TRC) (Entered: 02/27/2012)
02/28/2012	346	ORDER - IT IS HEREBY ORDERED that Government's Motion for Speedy Trial Findings is GRANTED. [Doc. 337] The period from January 2, 2012, through January 16, 2012, is excluded time for purposes of computing the time in which Defendants' trial must commence. Signed by Magistrate Judge Thomas C. Mummert, III on 2/28/12. (KJS) (Entered: 02/28/2012)
03/21/2012	347	MOTION for Extension of Time to File Objections to the Magistrate's Report and Recommendation by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 03/21/2012)
03/22/2012	348	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 347 MOTION for Extension of Time to File Objections to the Magistrate's Report and Recommendation by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) filed by James Douglas Cassity, Howard A. Wittner, Brent Douglas Cassity, David R. Wulf, Sharon Nekol Province, Randall Sutton ; ORDERED SO ORDERED. Objections to R&R due by 4/5/2012. Signed by Honorable Jean C. Hamilton on 3/22/12. (TRC) (Entered: 03/22/2012)
03/26/2012	349	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 345 Status Conference,, of: Discovery

		Completion (Muchnick, Steven) (Entered: 03/26/2012)
03/30/2012	350	SEALED MOTION by Howard A. Wittner. (Kessler, Bradford) (Entered: 03/30/2012)
03/30/2012	351	ORDER granting 350 Sealed Motion as to Howard A. Wittner (5) Signed by Magistrate Judge Thomas C. Mummert, III on March 30, 2012. (copy sent via US Mail to Brad Kessler, J. William Lucco, Stephen Muchnick and Charles Birmingham this date.) (MCB) (Entered: 04/02/2012)
04/05/2012	352	OBJECTION TO REPORT AND RECOMMENDATIONS 333 by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf (and Doc. 332) (Attachments: # 1 Exhibit A (Comparison Table))(Sison, Gilbert) (Entered: 04/05/2012)
04/05/2012	353	MOTION for Leave to File Overlength Objections to Magistrate's Report and Recommendation (Doc. 352) by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 04/05/2012)
04/05/2012	354	OBJECTION TO REPORT AND RECOMMENDATIONS by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf (Doc. 330, 331) (Sison, Gilbert) (Entered: 04/05/2012)
04/10/2012	355	MOTION for Extension of Time to File Response/Reply as to 354 Objection to Report and Recommendations, 352 Objection to Report and Recommendations, by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 04/10/2012)
04/11/2012	356	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 355 MOTION for Extension of Time to File Response/Reply as to 354 Objection to Report and Recommendations, 352 Objection to Report and Recommendations, by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) filed by USA ; ORDERED : SO ORDERED. Signed by Honorable Jean C. Hamilton on 4/11/12. (CEL) (Entered: 04/11/2012)
04/11/2012	357	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 353 MOTION for Leave to File Overlength Objections to Magistrate's Report and Recommendation (Doc. 352) by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. ; ORDERED : LEAVE TO FILE GRANTED. Signed by Honorable Jean C. Hamilton on 4/11/12. (CEL) (Entered: 04/11/2012)
04/30/2012	358	RESPONSE TO OBJECTION TO REPORT AND RECOMMENDATION by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf 354 (Muchnick, Steven) (Entered: 04/30/2012)
04/30/2012	359	MOTION for Leave to: Exceed Page Limit by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 04/30/2012)
04/30/2012	360	RESPONSE TO OBJECTION TO REPORT AND RECOMMENDATION by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf 352 (Attachments: # 1 Factual Statements and Reference to Allegations Offered by Defendants but Not Found in the Second Superseding Indictment)(Muchnick, Steven) (Entered: 04/30/2012)
05/02/2012	361	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 359 MOTION for Leave to: Exceed Page Limit by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. ; ORDERED : GRANTED. Signed by Honorable Jean C. Hamilton on 5/2/12. (CEL) (Entered: 05/02/2012)
05/07/2012	362	MOTION for Extension of Time to File Reply Memorandum in Support of Defendants' Objections to the Report and Recommendation of the Magistrate by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 05/07/2012)
05/08/2012	363	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 362 MOTION for Extension of Time to File Reply Memorandum in Support of Defendants' Objections to the Report and Recommendation of the Magistrate by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) filed by James Douglas Cassity, Howard A. Wittner, Brent Douglas Cassity, David R. Wulf, Sharon Nekol Province, Randall Sutton; SO ORDERED JCH. Signed by Honorable Jean C. Hamilton on 5/8/12. (CLA) (Entered: 05/08/2012)
05/11/2012	364	First MOTION to Modify Conditions of Release by James Douglas Cassity . (Rosenblum, N.) (reference to filer Brent Douglas removed; corrected motion with attachment refiled as doc. 365 ; this motion termed - Modified on 5/15/2012 (CEL). (Entered: 05/11/2012)
05/14/2012	365	First MOTION to Modify Conditions of Release by James Douglas Cassity. (Attachments: # 1 Exhibit Letter from Dr. Alan Weiss)(Rosenblum, N.) (Entered: 05/14/2012)
05/16/2012	366	ORDER granting 365 Motion to Modify Conditions of Release as to James Douglas Cassity: IT IS HEREBY ORDERED that the defendant James Douglas Cassity's First Motion To Modify Conditoins

		Of Release (Docket No. 365) is granted. IT IS FURTHER ORDERED that the Order Setting Conditions Of Release is modified as follows: Condition 7(o) The defendant shall refrain from the excessive use of alcohol. Signed by Magistrate Judge Frederick R. Buckles on 5/16/2012. (KSM) (Entered: 05/16/2012)
05/17/2012	367	MOTION for Extension of Time to File Reply Memorandum in Support of Objections to the Magistrate's Report and Recommendation by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Sison, Gilbert) (Entered: 05/17/2012)
05/21/2012	368	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 367 MOTION for Extension of Time to File Reply Memorandum in Support of Objections to the Magistrate's Report and Recommendation by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. ; ORDERED : SO ORDERED. Signed by Honorable Jean C. Hamilton on 5/18/12. (CEL) (Entered: 05/21/2012)
05/21/2012	369	REPLY TO RESPONSE to Motion by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 333 REPORT AND RECOMMENDATIONS as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 272 MOTION to Dismiss Indictment/Counts, 270 MOTION to Dismiss Indictment/Counts, 260 Joint M (Sison, Gilbert) (Entered: 05/21/2012)
05/24/2012	370	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard Wittner and David Wulf IT IS HEREBY ORDERED that the Report and Recommendation of the United States Magistrate Judge (ECF No. 333) is SUSTAINED, ADOPTED, AND INCORPORATED herein. IT IS FURTHER ORDERED that Defendants Randall Sutton, Howard Wittner, and Brent Cassitys Joint Motion to Dismiss Count 50 of the Second Superseding Indictment (ECF Nos. 260,272) is DENIED. IT IS FURTHER ORDERED that Combined Defendants Motion to Dismiss Second Superseding Indictment (ECF Nos. 264, 270) is DENIED. 272 333 270 270 260 264 Signed by Honorable Jean C. Hamilton on 5/24/12. (CLA) (Entered: 05/24/2012)
05/24/2012	371	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf IT IS HEREBY ORDERED that the Report and Recommendation of the United States Magistrate Judge (ECF No. 331) is SUSTAINED, ADOPTED, AND INCORPORATED herein. IT IS FURTHER ORDERED that Defendants Joint Motion to Sever Counts 49 and 50 of the Second Superseding Indictment (ECF No. 258) is DENIED. IT IS FURTHER ORDERED that Combined Defendants Motion to Sever Counts and Defendants (ECF Nos. 262, 271) is DENIED. 258 331 258 271 262 Signed by Honorable Jean C. Hamilton on 5/24/12. (CLA) (Entered: 05/24/2012)
05/24/2012	372	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf IT IS HEREBY ORDERED that this matter is set for a status conference on Tuesday, June 5, 2012, at 9:30 a.m. in the courtroom of the undersigned. IT IS FURTHER ORDERED that during the status conference, the parties should be prepared to discuss the earliest date by which this case reasonably may be expected to be ready fortrial, and the length of time expected to try the case to verdict. Status Conference set for 6/5/2012 09:30 AM in Courtroom 16N before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 5/24/12. (CLA) (Entered: 05/24/2012)
05/29/2012	373	Docket Text ORDER RESETTING THE STATUS HEARING TO JUNE 11,2012 AT 10:00am from June 5, 2012, as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Status Hearing set for 6/11/2012 10:00 AM in Courtroom 16N before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 05/29/12. (CLK) Modified on 5/29/2012 (CLK).(to clarify dto and regenerate nef notification) (Entered: 05/29/2012)
06/08/2012	374	MOTION for Leave to have Defendant's Presence Waived at the June 11, 2012 Status Hearing by Sharon Nekol Province (Dragan, Diane) Modified on 6/11/2012. Changed to motion event (BRP). (Entered: 06/08/2012)
06/11/2012	375	Minute Entry for proceedings held before Honorable Jean C. Hamilton:Status Conference as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 6/11/2012. Status of discovery discussed. Length of trial and trial date discussed. Order setting trial to be issued. (Court Reporter:T. Hopwood.) (FTR Gold: No.) (proceedings started: 10:04 am.) (proceedings ended: 10:23 am.) (Defendant Location: BOND.) (TRC) (Entered: 06/11/2012)
06/11/2012	376	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: IT IS HEREBY ORDERED that this matter is set for a jury trial on Monday, August 5, 2013. IT IS FURTHER ORDERED that the Court will forward to the attorneys a draft jurorquestionnaire, to be sent to potential jurors in this matter prior to trial, in April, 2013. Jury Trial set for 8/5/2013 09:00 AM in Courtroom 16N before Honorable Jean C. Hamilton. Signed by Honorable Jean C. Hamilton on 6/11/12. (TRC) (Entered: 06/11/2012)
06/11/2012	377	Docket Text ORDER as to Sharon Nekol Province Re: 374 MOTION for Leave to have Defendant's Presence Waived at the June 11, 2012 Status Hearing by Sharon Nekol Province (Dragan, Diane) Modified on 6/11/2012. Changed to motion event (BRP). ; ORDERED CONSIDERED AS A MOTION, SAID MOTION IS GRANTED. Signed by Honorable Jean C. Hamilton on 6/11/12. (TRC) (Entered: 06/11/2012)

08/14/2012	378	MOTION for extension of time for defts to file additional motions re: admissibility of statements by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Non-Custodial Statement of Defendant Wittner (Muchnick, Steven) (entry edited to read motion instead of notice - Modified on 8/15/2012 (CEL). (Entered: 08/14/2012)
08/22/2012	379	ORDER REGARDING NOTICE OF STATEMENT. The Government as filed a motion of statement [Doc. 378] regarding an interview of Defendant Wittner in April of 2008. The Government provided all defense counsel with a copy of a report of the statement on June 29 2012. Counsel for the Government has advised the Court that Defendants do not intend to file any motions concerning this statement and ask the Court to set a deadline for the filing of any such motion. Defendants shall have five days or until August 27, 2012, to file any motion concerning the April 28, 2008, statement of Defendant Wittner. The Government's motion [Doc. 378] is therefore granted in part and denied in part. Signed by Magistrate Judge Thomas C. Mummert, III on 08/22/2012. (CBL) (Entered: 08/22/2012)
08/24/2012	380	MOTION to Sever Defendant by Randall Sutton. (Shostak, Burton) (Entered: 08/24/2012)
08/27/2012	381	MOTION to Sever Defendant by Sharon Nekol Province. (Green, Joseph) (Entered: 08/27/2012)
08/31/2012	382	RESPONSE in Opposition by USA as to Randall Sutton re 380 MOTION to Sever Defendant (Muchnick, Steven) (Entered: 08/31/2012)
08/31/2012	383	RESPONSE in Opposition by USA as to Sharon Nekol Province re 381 MOTION to Sever Defendant (Muchnick, Steven) (Entered: 08/31/2012)
09/06/2012	384	MEMORANDUM as to Randall Sutton, Sharon Nekol Province. Defendants' motions to sever should be denied [Doc. 380 and 381]. Signed by Magistrate Judge Thomas C. Mummert, III on September 6, 2012. (MCB) (Entered: 09/06/2012)
09/06/2012	385	REPORT AND RECOMMENDATIONS as to Randall Sutton, Sharon Nekol Province re 380 MOTION to Sever Defendant filed by defendant Randall Sutton , 381 MOTION to Sever Defendant filed by Sharon Nekol Province. IT IS HEREBY RECOMMENDED that Defendant Randall Sutton's motion to sever his trial from the trial of his Co-Defendants be DENIED. 380 . IT IS FURTHER ORDERED that Defendant Sharon Nekol Province's motion to sever her trial from the trial of her Co-Defendants be DENIED. 381 . The parties are advised that they have fourteen days in which to file written objections to this Recommendation and the Memorandum incorporated herein pursuant to 28 U.S.C. Section 636(b)(1), unless an extension of time for good cause is obtained, and that failure to file timely objections may result in waiver of the right to appeal questions of fact. Objections to R&R due by 9/24/2012 Signed by Magistrate Judge Thomas C. Mummert, III on September 6, 2012. (MCB) (Entered: 09/06/2012)
09/25/2012	386	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: IT IS HEREBY ORDERED that the Report and Recommendation of the United States Magistrate Judge [ECF No. 385] is SUSTAINED, ADOPTED, AND INCORPORATED herein. IT IS FURTHER ORDERED that Defendant Randall Sutton's Motion to Sever [ECF No. 380] is DENIED. IT IS FURTHER ORDERED that Defendant Sharon Nekol Province's Motion to Sever [ECF No. 381] is DENIED. Signed by District Judge Jean C. Hamilton on 9/25/12. (TRC) (Entered: 09/25/2012)
10/17/2012	387	ENTRY OF ATTORNEY APPEARANCE Richard E. Finneran appearing for USA. (Finneran, Richard) (Entered: 10/17/2012)
10/18/2012	388	MOTION to Withdraw as Attorney by Stephen Casey. by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Casey, Stephen) (Entered: 10/18/2012)
10/18/2012	389	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 388 MOTION to Withdraw as Attorney by Stephen Casey. by USA ; ORDERED : GRANTED, Attorney Stephen R. Casey termted in case as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf.. Signed by District Judge Jean C. Hamilton on 10/18/12. (CEL) (Entered: 10/18/2012)
11/15/2012	390	TRANSCRIPT ORDER REQUEST by Howard A. Wittner for proceedings of status hrg. for proceedings held on 6/11/12 court reporter T. Hopwood before Judge Hamilton. Request forward to T.H. (CLA) (Entered: 11/15/2012)
11/28/2012	391	TRANSCRIPT (STATUS CONFERENCE HEARING) as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on June 11, 2012 before Judge Honorable Jean C. Hamilton. Court Reporter: Teri Hopwood, Teri_Hopwood@moed.uscourts.gov, 314-244-7988. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 12/19/2012. Redacted Transcript Deadline set for 12/31/2012. Release of Transcript Restriction set for 2/26/2013. (CLK) (Entered: 11/28/2012)
12/13/2012	392	MOTION to Travel by Randall Sutton. (Shostak, Burton) (Entered: 12/13/2012)
12/13/2012	393	MEMORANDUM re: 392 MOTION to Travel by defendant Randall Sutton (Shostak, Burton) Modified

		on 12/14/2012 (CBL). (Entered: 12/13/2012)
12/17/2012	394	ORDER re: deft Randall Sutton - IT IS HEREBY ORDERED that defendant's Motion to Travel is GRANTED. Doc. 392 . IT IS FURTHER ORDERED that defendant may reside at 6080 Pelican Bay Boulevard in Naples, Florida from December 26, 2012, until July 1, 2013. IT IS FURTHER ORDERED that all the other terms and conditions of defendants bond remain in full force and effect. Signed by Magistrate Judge Shirley P. Mensah on 12/17/2012. (RAK) Modified on 12/18/2012 (CEL). (Entered: 12/17/2012)
02/07/2013	395	MOTION to Travel by Brent Douglas Cassity. (Sindel, Richard) (Entered: 02/07/2013)
02/08/2013	396	SEALED MOTION by Howard A. Wittner. (Kessler, Bradford) (Entered: 02/08/2013)
02/11/2013	397	RESPONSE in Opposition by USA as to Brent Douglas Cassity re 395 MOTION to Travel (Muchnick, Steven) (Entered: 02/11/2013)
02/12/2013	398	NOTICE by Howard A. Wittner of: Certificate of Service of Document Number 396 (Kessler, Bradford) (Entered: 02/12/2013)
02/13/2013	399	TRANSCRIPT (Motion Hearing re: Potential Conflict of Interest) as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on September 2, 2011 before Honorable Thomas C. Mummert, III. Court Reporter/Transcriber Gayle Madden, Telephone number 314-244-7987. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 3/6/2013. Redacted Transcript Deadline set for 3/18/2013. Release of Transcript Restriction set for 5/14/2013. (CBL) (Entered: 02/13/2013)
02/14/2013	400	MOTION to Amend/Correct Defendant's Bond Conditions for a Period of One Week and for Permission to Travel and Reply to the Government's Response by Brent Douglas Cassity. (Sindel, Richard) (Entered: 02/14/2013)
02/14/2013	401	ORDER: IT IS HEREBY ORDERED that the Motion for Permission to Travel [ECF No. 395] be denied. ORDER denying 395 Motion to Travel as to Brent Douglas Cassity (4) Signed by Magistrate Judge Terry I. Adelman on 2/14/2013. (KMS) (Entered: 02/14/2013)
02/15/2013	402	On February 7, 2013, the Defendant filed a motion for permission to travel, seeking permission to travel out of the country and requiring the return of his passport to do so. On February 14, 2013, the undersigned entered an order denying Defendant's motion to travel out of the country, stating that the Defendant would not be allowed to travel outside of the country mainly because such travel would require the return of his passport. Further, on February 14, 2013, the Defendant filed a motion to amend his bond conditions so that his passport could be returned for one week in order to travel. For all of the reasons stated in the undersigned's order of February 14, 2013, this motion, likewise, will be denied. Therefore, IT IS HEREBY ORDERED that Defendant's Motion to Amend his Bond Conditions for a Period of One Week and for Permission to Travel and Reply to the Government's Response [ECF No. 400] be DENIED. Signed by Magistrate Judge Terry I. Adelman on 2/15/2013. (KAS) (Entered: 02/15/2013)
02/19/2013	403	Sealed Order as to Howard A. Wittner . Signed by Magistrate Judge Thomas C. Mummert, III on February 19, 2013. (sent copy only to Brad Kessler, Stephen Casey, Steven Muchnick, Charles Birmingham and Richard Finneran only.)(MCB) (Entered: 02/19/2013)
02/21/2013		ORDER denying 400 Motion to Amend/Correct as to Brent Douglas Cassity (4) (FOR STATISTICAL PURPOSES ONLY; SEE DOCKET TEXT ORDER #402) Signed by Magistrate Judge Terry I. Adelman on 2/15/13. (KXS) (Entered: 02/21/2013)
03/09/2013	404	ENTRY OF ATTORNEY APPEARANCE: by Kim C. Freter on behalf of Howard A. Wittner (Freter, Kim) (Entered: 03/09/2013)
03/20/2013	405	MOTION to Continue ; Trial Date by Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Exhibit A (DOJ Recommendations), # 2 Exhibit B (Transcript), # 3 Exhibit C (8.27.12 Lttr.), # 4 Exhibit D (12.10.12 Lttr.), # 5 Exhibit E1, E2, E3 (Various Correspondence), # 6 Exhibit F1, F2 (Misc.), # 7 Exhibit G (1.08.13 Lttr.), # 8 Exhibit H (3.07.13 Lttr.), # 9 Exhibit I (3.19.13 Lttr.))(Sison, Gilbert) (Entered: 03/20/2013)
03/20/2013	406	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf - The Government has until Noon(12:00 pm) on Monday, March 25, 2013 to respond to defendants' Motion To Continue [Doc. 405]. A hearing on this Motion will be held on Wednesday, March 27, 2013 at 10:30 am in the courtroom of the undersigned. Signed by District Judge Jean C. Hamilton on 3/20/2013. (MRC) (Entered: 03/20/2013)
03/25/2013	407	MOTION for Leave to File , MOTION for Leave to: Exceed Page Limit by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Finneran, Richard) (Entered: 03/25/2013)
03/25/2013	408	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 407 MOTION for Leave to File , to: Exceed Page Limit by USA; ORDERED : LEAVE TO FILE GRANTED. Signed by District Judge Jean C. Hamilton on 3/25/13. (CEL) (Entered: 03/25/2013)

03/25/2013	409	RESPONSE to Motion by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 405 MOTION to Continue ; Trial Date (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Exhibit, # 8 Exhibit, # 9 Exhibit, # 10 Exhibit, # 11 Exhibit, # 12 Exhibit, # 13 Exhibit, # 14 Exhibit, # 15 Exhibit, # 16 Exhibit, # 17 Exhibit, # 18 Exhibit, # 19 Exhibit, # 20 Exhibit, # 21 Exhibit, # 22 Exhibit)(Birmingham, Charles) (Entered: 03/25/2013)
03/25/2013	410	MOTION for Leave to: File Memorandum in Opposition Out of Time by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Birmingham, Charles) (Entered: 03/25/2013)
03/25/2013	411	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 410 MOTION for Leave to: File Memorandum in Opposition Out of Time by USA ; ORDERED : GRANTED. Signed by District Judge Jean C. Hamilton on 3/25/13. (CEL) (Entered: 03/25/2013)
03/27/2013	412	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf IT IS HEREBY ORDERED that Defendants Combined Motion to Continue Trial Date (ECF No. 405) is DENIED. 405 See Order for details. Signed by District Judge Jean C. Hamilton on 3/27/13. (CLA) (Entered: 03/27/2013)
03/27/2013	413	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Motion Hearing as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 3/27/2013 re 405 MOTION to Continue ; Trial Date filed by James Douglas Cassity, Howard A. Wittner, Brent Douglas Cassity, David R. Wulf, Sharon Nekol Province, Randall Sutton ; heard; argued and denied. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 10:23.) (proceedings ended: 12:43.) (CLA) (Entered: 03/27/2013)
04/03/2013	415	ENTRY OF ATTORNEY APPEARANCE: by Susan S. Kister on behalf of Brent Douglas Cassity (Kister, Susan) (Entered: 04/03/2013)
04/24/2013	416	TRANSCRIPT (MOTION HEARING) as to Randall Sutton held on March 27, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 5/15/2013. Redacted Transcript Deadline set for 5/28/2013. Release of Transcript Restriction set for 7/23/2013. (CLK) (Entered: 04/24/2013)
04/30/2013	417	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Disclosure of Expert Testimony (Finneran, Richard) (Entered: 04/30/2013)
05/03/2013	418	EX PARTE REQUEST for Issuance of Subpoena(s) by Brent Douglas Cassity (Sindel, Richard)(issued - mailed to atty - Modified on 5/6/2013 (CEL). (Entered: 05/03/2013)
05/23/2013	419	MOTION for Extension of Time to File Expert Disclosure by Howard A. Wittner. (Freter, Kim) (Entered: 05/23/2013)
05/29/2013	420	MOTION for Extension of Time to Provide Expert Disclosure to the Government by David R. Wulf. (Hogan, Joseph) (Entered: 05/29/2013)
05/29/2013	421	Docket Text ORDER as to Howard A. Wittner Re: 419 MOTION for Extension of Time to File Expert Disclosure by Howard A. Wittner. ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 05/29/2013. (CLK) (Entered: 05/29/2013)
05/29/2013	422	MOTION for Extension of Time to Provide Expert Disclosure to the Government by Randall Sutton. (Westling, Deborah) (Entered: 05/29/2013)
05/30/2013	423	MOTION for Extension of Time to Disclose Expert Witnesses by James Douglas Cassity. (Sison, Gilbert) (Entered: 05/30/2013)
05/30/2013	424	Docket Text ORDER as to James Douglas Cassity Re: 423 MOTION for Extension of Time to Disclose Expert Witnesses by James Douglas Cassity. (Sison, Gilbert) filed by James Douglas Cassity ; ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 5/30/13. (CLA) (Entered: 05/30/2013)
05/30/2013	425	Docket Text ORDER as to Randall Sutton Re: 422 MOTION for Extension of Time to Provide Expert Disclosure to the Government by Randall Sutton. (Westling, Deborah) filed by Randall Sutton ; ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 5/30/13. (CLA) (Entered: 05/30/2013)
05/30/2013	426	Docket Text ORDER as to David R. Wulf Re: 420 MOTION for Extension of Time to Provide Expert Disclosure to the Government by David R. Wulf. (Hogan, Joseph) filed by David R. Wulf ; ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 5/30/13. (CLA) (Entered: 05/30/2013)
05/30/2013	427	Second MOTION for Extension of Time to File Expert Disclosure by Howard A. Wittner. (Freter, Kim) (Entered: 05/30/2013)
05/30/2013	428	Docket Text ORDER as to Howard A. Wittner Re: 427 Second MOTION for Extension of Time to File Expert Disclosure by Howard A. Wittner. (Freter, Kim) filed by Howard A. Wittner ; ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 5/30/13. (CLA) (Entered: 05/30/2013)

05/30/2013	429	MOTION for Extension of Time to Provide Expert Disclosure to the Government by Sharon Nekol Province. (Green, Joseph) (Entered: 05/30/2013)
05/31/2013	430	MOTION for Extension of Time to Disclose Expert Witnesses by Brent Douglas Cassity. (Sindel, Richard) (Entered: 05/31/2013)
05/31/2013	431	Docket Text ORDER as to Sharon Nekol Province Re: 429 MOTION for Extension of Time to Provide Expert Disclosure to the Government by Sharon Nekol Province. ORDERED : SO ORDERED. Signed by District Judge Jean C. Hamilton on 5/31/13. (CEL) (Entered: 05/31/2013)
05/31/2013	432	Docket Text ORDER as to Brent Douglas Cassity Re: 430 MOTION for Extension of Time to Disclose Expert Witnesses by Brent Douglas Cassity. ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 05/31/2013. (CLK) (Entered: 05/31/2013)
06/06/2013	433	EX PARTE REQUEST for Issuance of Subpoena(s) (issued-mailed to atty.) by Brent Douglas Cassity (Sindel, Richard) Modified on 6/7/2013 (CLA). (Entered: 06/06/2013)
06/10/2013	434	Letter Regarding Discovery as to David R. Wulf (Attachments: # 1 Attachment Resume)(Hogan, Joseph) (Entered: 06/10/2013)
06/10/2013	435	NOTICE by Howard A. Wittner of: Disclosure of Expert Testimony (Freter, Kim) (Entered: 06/10/2013)
06/11/2013	436	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Pursuant to the United States Supreme Courts recent decision in Missouri v. Frye, 132 S.Ct.1399 (2012), the Court will conduct pre-trial hearings as to each Defendant regarding whether any plea agreements were offered to that Defendant. The Assistant United States Attorney will be expected to state on the record whether a plea offer was extended. Defense counsel will then beexpected to state on the record whether he or she communicated the offer to Defendant, and Defendant will be expected to affirm to the Court that counsel previously communicated the offer, that he or she had ample time to discuss the offer with counsel, and that he or she rejected the offer and wishes to proceed to trial. These individual hearings will be conducted by United StatesMagistrate Judge Thomas C. Mummert, III, at specific dates and times set by Judge Mummert. Signed by District Judge Jean C. Hamilton on 6/11/13. (CLA) (Entered: 06/11/2013)
06/12/2013	437	ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf: Each Defendant in the instant matter is scheduled for a Frye hearing in the Courtroom of the undersigned in St. Louis, Missouri, 13th Floor North as set forth below: USA v. Randall Sutton Monday, June 24, 2013, at 11:00 a.m.,USA v. Sharon N. Province Monday, June 24, 2013, at 1:30 p.m.,USA v. David R. Wulf Wednesday, June 26, 2013, at 11:00 a.m.,USA v. Brent D. Cassity Thursday, June 27, 2013, at 11:00 a.m.,USA v. James Cassity Friday, June 28, 2013, at 9:45 a.m.,USA v. Howard A. Wittner Friday, June 28, 2013, at 11:00 a.m. Lead counsel and the Defendant must be present for their respective hearings. Signed by Magistrate Judge Thomas C. Mummert, III on June 12, 2013. (BRP) (Entered: 06/12/2013)
06/17/2013	438	ORDER as to Sharon Nekol Province FURTHER ORDERED the parties shall inform the Court in writing not less than 10 days prior to the sentencing date, whether testimony is to be presented at sentencing and, if so, the anticipated number of witnesses and the estimated length of such testimony. Objections to Presentence Report due by 10/28/2013. Signed by District Judge Jean C. Hamilton on 6/17/13. (CLA) (Entered: 06/17/2013)
06/17/2013	439	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Change of Plea Hearing as to Sharon Nekol Province Guilty on counts 13, 22, 24, 32, 34, and 48. held on 6/17/2013; Sentencing set for 11/7/2013 09:30 AM before District Judge Jean C. Hamilton. (Court Reporter:D.K..) (FTR Gold: No.) (proceedings started: 2:04.) (proceedings ended: 2:29.) (Defendant Location: bond.) (CLA) (Entered: 06/17/2013)
06/17/2013	440	GUILTY PLEA AGREEMENT by USA, Sharon Nekol Province as to Sharon Nekol Province (CLA) (unsealed per docket text order 523 Modified on 11/21/2013 (CEL). (Entered: 06/17/2013)
06/18/2013	441	ORDER as to Sharon Nekol Province. The above-named Defendant having pleaded guilty, IT IS HEREBY ORDERED that Defendant's Frye hearing scheduled for Monday, June 24, 2013, at 1:30 p.m. is CANCELLED. Signed by Magistrate Judge Thomas C. Mummert, III on 06/18/2013. (CBL) (Entered: 06/18/2013)
06/24/2013	442	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Minutes as to Randall Sutton held on 6/24/2013. The parties are present for Frye Hearing. The defendant is sworn. The Government details a previous offer that was refused. The Government makes a new offer that expires on Friday, June 28, 2013. The defendant understands the offer as presented. (FTR Gold Operator initials:B. Porter.) (FTR Gold: Yes.) (proceedings started: 11:14.) (proceedings ended: 11:24.) (Defendant Location: Bond.) (BRP) (Entered: 06/24/2013)
06/26/2013	443	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Minutes as to David R. Wulf held on 6/26/2013. The Government gives the details of an offer that expires on July 3, 2013. The defendant understands the offer as presented. (FTR Gold Operator initials:B. Porter.) (FTR Gold: Yes.) (proceedings started: 11:00.) (proceedings ended: 11:07.) (Defendant Location: Bond.) (BRP) (Entered: 06/26/2013)
06/26/2013	444	ORDER as to Brent Douglas Cassity: IT IS HEREBY ORDERED that Defendant's Frye hearing scheduled for Thursday, June 27, 2013, at 1:30 p.m. is CANCELED. Signed by Magistrate Judge

		Thomas C. Mummert, III on June 26, 2013. (BRP) (Entered: 06/26/2013)
06/28/2013	446	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Minutes as to James Douglas Cassity held on 6/28/2013. The defendant is sworn. The Government gives the details of an offer than expires on July 3, 2013 at the close of business. The defendant understands the offer as presented. (FTR Gold Operator initials:B. Porter.) (FTR Gold: Yes.) (proceedings started: 9:51.) (proceedings ended: 9:56.) (Defendant Location: bond.) (BRP) (Entered: 06/28/2013)
06/28/2013	447	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Minutes as to Brent Douglas Cassity held on 6/28/2013. The defendant is sworn. The Government gives the details of an offer than expires at the close of business on July 3, 2013. The defendant understands the offer as presented. (FTR Gold Operator initials:B. Porter.) (FTR Gold: No.) (proceedings started: 10:02.) (proceedings ended: 10:07.) (Defendant Location: Bond.) (BRP) (Entered: 06/28/2013)
06/28/2013	448	Minute Entry for proceedings held before Magistrate Judge Thomas C. Mummert, III:Minutes as to Howard A. Wittner held on 6/28/2013. The defendant is sworn. The Government gives the details of three offers that expire on July 3, 2013 at the close of business. The defendant understands the offers as presented. (FTR Gold Operator initials:B. Porter.) (FTR Gold: Yes.) (proceedings started: 10:59.) (proceedings ended: 11:07.) (Defendant Location: Bond.) (BRP) (Entered: 06/28/2013)
07/02/2013	449	SEALED MOTION by Brent Douglas Cassity. (Sindel, Richard) (Entered: 07/02/2013)
07/03/2013	450	Docket Text ORDER as to Brent Douglas Cassity Re: 449 SEALED MOTION by Brent Douglas Cassity. ; ORDERED : GRANTED. Signed by District Judge Jean C. Hamilton on 7/3/13. (CEL) (Entered: 07/03/2013)
07/03/2013	451	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Change of Plea Hearing as to Brent Douglas Cassity Guilty on counts 21, 31, 38, 50 of the 2nd superseding indictment. held on 7/3/2013. Plea agreement, accepted and adopted and FILED UNDER SEAL Sentencing set for 11/7/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 12:37pm.) (proceedings ended: 1:12pm.) (Defendant Location: BOND.) (CEL) (Entered: 07/03/2013)
07/03/2013	452	GUILTY PLEA AGREEMENT as to Brent Douglas Cassity (CEL) (unsealed per DTO 523 - Modified on 9/5/2013 (CEL). (Entered: 07/03/2013)
07/03/2013	453	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Change of Plea Hearing as to James Douglas Cassity Guilty on counts 7, 17, 21, 24, 36, 48. held on 7/3/2013;Oral mtn. by deft. to place plea agreement under seal; GRANTED JCH. Sentencing set for 11/7/2013 09:00 AM before District Judge Jean C. Hamilton. (Court Reporter:D.K..) (FTR Gold: No.) (proceedings started: 3:30.) (proceedings ended: 4:05.) (Defendant Location: bond.) (CLA) (Entered: 07/03/2013)
07/03/2013	454	GUILTY PLEA AGREEMENT as to James Douglas Cassity (CLA) (unsealed per DTO 523 - Modified on 9/5/2013 (CEL). (Entered: 07/03/2013)
07/03/2013	455	ORAL MOTION Re: place plea under seal. by James Douglas Cassity. (CLA) (Entered: 07/03/2013)
07/03/2013	456	Docket Text ORDER as to James Douglas Cassity Re: 455 ORAL MOTION Re: place plea under seal. by James Douglas Cassity. (CLA) filed by James Douglas Cassity; GRANTED JCH. Signed by District Judge Jean C. Hamilton on 7/3/13. (CLA) (Entered: 07/03/2013)
07/08/2013	457	MOTION for Extension of Time to File Motions in Limine by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Finneran, Richard) (Entered: 07/08/2013)
07/09/2013	458	Docket Text ORDER Re: 457 MOTION for Extension of Time to File Motions in Limine by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. ; ORDERED : GRANTED. Signed by District Judge Jean C. Hamilton on 7/9/13. (CEL) (Entered: 07/09/2013)
07/09/2013	459	Docket Text ORDER as to David R. Wulf ; ORDERED : STATUS CONFERENCE set Wednesday, 7/10/13 at 11:00am. Status Conference set for 7/10/2013 11:00 AM in Courtroom 16N before District Judge Jean C. Hamilton.. Signed by District Judge Jean C. Hamilton on 7/9/13. (CEL) (Entered: 07/09/2013)
07/09/2013	460	Docket Text ORDER as to David R. Wulf ; ORDERED : STATUS CONFERENCE originally set for 7/10/13 at 11:00 is RESET to 10:30am. (TIME CHANGE ONLY) Status Conference set for 7/10/2013 10:30 AM in Courtroom 16N before District Judge Jean C. Hamilton.. Signed by District Judge Jean C. Hamilton on 7/9/13. (CEL) (Entered: 07/09/2013)
07/09/2013	461	Minute Entry for proceedings held before District Judge Jean C. Hamilton: The Court finds the defendant competent to enter a plea of guilty. By leave of Court, the defendant withdraws former plea of not guilty and enters aplea of guilty to counts 7,24,43,48 of the 2nd superseding indictment. stipulation of facts relative to sentencing filed with Guilry Plea Agreement. The Court adopts and approves Guilry Plea Agreement and Filed Under Seal.Change of Plea Hearing as to Randall Sutton Guilty on counts 7,24,43,48. held on 7/9/2013. Sentencing set for 11/7/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.)

		(proceedings started: 10:00 am.) (proceedings ended: 10:35 am.) (Defendant Location: Released on existing bond.) (CLK) (Entered: 07/09/2013)
07/09/2013	462	GUILTY PLEA AGREEMENT as to Randall Sutton (CLK) (unsealed per DTO 523 - Modified on 9/5/2013 (CEL). (Entered: 07/09/2013)
07/09/2013	463	ORDER SETTING RESPONSE TO PRESENTENCE REPORT DEADLINE as to Brent Douglas Cassity. HEREBY ORDERED that the deadline for filing responses to the Presentence Report is October 28, 2013. FURTHER ORDERED the parties shall inform the Court in writing not less than 10 days prior to the sentencing date, whether testimony is to be presented at sentencing and, if so, the anticipated number of witnesses and the estimated length of such testimony. FURTHER ORDERED that no later than forty-eight hours prior to sentencing,counsel shall submit a courtesy copy to chambers of any sentencing memorandum or motions for departure. FURTHER ORDERED that no objections shall be filed after the deadline without leave of Court. A request for leave to file objections out of time must be in writing and supported by reasons for the request. Objections to Presentence Report due by 10/28/2013.. Signed by District Judge Jean C. Hamilton on 07/09/2013. (CLK) (Entered: 07/09/2013)
07/09/2013	464	ORDER SETTING RESPONSE TO PRESENTENCE REPORT DEADLINE as to James Douglas Cassity. HEREBY ORDERED that the deadline for filing responses to the Presentence Report is October 28, 2013. IT IS FURTHER ORDERED that the parties shall inform the Court in writing not less than ten (10) days prior to the sentencing date, whether testimony is to be presented at sentencingand, if so, the anticipated number of witnesses and the estimated length of such testimony. IT IS FURTHER ORDERED that no later than forty-eight hours prior to sentencing, counsel shall submit a courtesy copy to chambers of any sentencing memorandum or motions for departure. IT IS FURTHER ORDERED that no objections shall be filed after the deadline without leave of Court. A request for leave to file objections out of time must be in writing and supportedby reasons for the request. Objections to Presentence Report due by 10/28/2013. Signed by District Judge Jean C. Hamilton on 07/09/2013. (CLK) (Entered: 07/09/2013)
07/09/2013	465	ORDER SETTING RESPONSE TO PRESENTENCE REPORT DEADLINE as to Randall Sutton. IT IS HEREBY ORDERED that the deadline for filing responses to the PresentenceReport is October 28, 2013. IT IS FURTHER ORDERED that the parties shall inform the Court in writing not less than ten (10) days prior to the sentencing date, whether testimony is to be presented at sentencingand, if so, the anticipated number of witnesses and the estimated length of such testimony. IT IS FURTHER ORDERED that no later than forty-eight hours prior to sentencing, counsel shall submit a courtesy copy to chambers of any sentencing memorandum or motions for departure. IT IS FURTHER ORDERED that no objections shall be filed after the deadline without leave of Court. A request for leave to file objections out of time must be in writing and supportedby reasons for the request. Objections to Presentence Report due by 10/28/2013. Signed by District Judge Jean C. Hamilton on 07/09/2013. (CLK) (Entered: 07/09/2013)
07/09/2013	471	Minute Entry for proceedings held before District Judge Jean C. Hamilton: The Court finds the defendant competent to enter a plea of guilty. By leave of Court, the defendant withdraws former plea of not guilty and enters a plea of guilty to counts 45,46,50 of the 2nd superseding indictment. Stipulation of facts relative to sentencing filed with Guilty Plea Agreement. The Court adopts and approves Guilty Plea Agreement and filed Under Seal.Change of Plea Hearing as to Howard A. Wittner Guilty on counts 45, 46, 50. held on 7/9/2013. Sentencing set for 11/7/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (proceedings started: 12:25 pm.) (proceedings ended: 12:47 pm.) (Defendant Location: Released on Existing bond.) (CLK) (Entered: 07/10/2013)
07/09/2013	472	GUILTY PLEA AGREEMENT as to Howard A. Wittner (CLK)(unsealed per DTO 523 - Modified on 9/5/2013 (CEL). (Entered: 07/10/2013)
07/10/2013	467	Docket Text ORDER: RESPONSE TO MOTIONS IN LIMINE ARE DUE JULY 22, 2013;ORDERED SO ORDERED JCH. Response to Court due by 7/22/2013. Signed by District Judge Jean C. Hamilton on 07/10/2013. (CLK)(to correct docket entry and resend nef) Modified on 7/10/2013 (CLK). (Entered: 07/10/2013)
07/10/2013	468	Docket Text ORDER as to David R. Wulf; Defendant's Wulff List of Potential Jurors Requested to Return as Members of the Panel on August 5,2013, must be filed by 4:00 PM on July 11, 2013; ORDERED SO ORDERED JCH. Response to Court due by 7/11/2013. Signed by District Judge Jean C. Hamilton on 07/22/2013. (CLK) (Entered: 07/10/2013)
07/10/2013	469	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 457 MOTION for Extension of Time to File Motions in Limine by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Finneran, Richard) filed by USA; SO ORDERED; UNITED STATES AND DEFENDANT DAVID WULF GRANTED UNTIL 3 P.M. 7/15/13 TO FILE MOTIONS IN LIMINE; JCH. Signed by District Judge Jean C. Hamilton on 7/10/13. (CLA) (Entered: 07/10/2013)
07/10/2013	470	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Status Conference as to David R. Wulf held on 7/10/2013 ; jury questionaires due by 7/11/13. (Court Reporter:G.M..) (FTR Gold: No.) (proceedings started: 10:32.) (proceedings ended: 10:39.) (CLA) (Entered: 07/10/2013)
07/11/2013		REMARK as to Howard A. Wittner: document 466 deleted from record as it was a duplicate of

		document 471. See doc. 471 for minute entry of court proceeding (CEL) (Entered: 07/11/2013)
07/11/2013	473	RESPONSE TO COURT by David R. Wulf (Hogan, Joseph) (Entered: 07/11/2013)
07/12/2013	474	TRANSCRIPT ORDER REQUEST by James Douglas Cassity, Brent Douglas Cassity for proceedings of Change of Pleas for proceedings held on 07/03/2013 court reporter D. Kriegshauser before Judge Jean C. Hamilton.(forward to Court Reporter Debbie Kriegshauser) (CLK) (Entered: 07/12/2013)
07/15/2013	475	TRANSCRIPT ORDER REQUEST by Randall Sutton, Howard A. Wittner for proceedings of Plea for proceedings held on 7/9/13 court reporter D.K. before Judge Hamilton. Copy forwarded to court reporter D.K. (CLA) (Entered: 07/15/2013)
07/15/2013	476	MOTION in Limine To Exclude Evidence of Later Amendment to State Laws and Regulations by USA as to David R. Wulf. (Finneran, Richard) (Entered: 07/15/2013)
07/16/2013	477	NOTICE by David R. Wulf of: Disclosure of Expert Testimony to the Government (Hogan, Joseph) (Entered: 07/16/2013)
07/17/2013	478	TRANSCRIPT ORDER REQUEST by Howard A. Wittner for proceedings of Change of Plea Hearing for proceedings held on 07/09/2013 court reporter D. Kriegshauser before Judge Honorable Jean C. Hamilton.(forward request to Court Reporter D. Kriegshauser) (CLK) (Entered: 07/17/2013)
07/22/2013	479	RESPONSE to Motion by David R. Wulf re 476 MOTION in Limine To Exclude Evidence of Later Amendment to State Laws and Regulations (Hogan, Joseph) (Entered: 07/22/2013)
07/23/2013	480	TRANSCRIPT ORDER REQUEST by James Stockberger for proceedings of change of plea for proceedings held on 7/3/13 court reporter D.K. before Judge Hamilton. Forwarded to court reporter. (CLA) Modified on 7/24/2013 (CLA). (Entered: 07/23/2013)
07/23/2013	481	TRANSCRIPT ORDER REQUEST by James Stockberger for proceedings of change of plea for proceedings held on 7/9/13 court reporter D.K. before Judge Hamilton. Forwarded to court reporter. (CLA) Modified on 7/24/2013 (CLA). (Entered: 07/23/2013)
07/23/2013	482	TRANSCRIPT ORDER REQUEST by James Stockberger for proceedings of change of plea for proceedings held on 7/9/13 court reporter D.K. before Judge Hamilton. Forward to court reporter. (CLA) Modified on 7/24/2013 (CLA). (Entered: 07/23/2013)
07/23/2013	483	TRANSCRIPT ORDER REQUEST by James Stockberger for proceedings of change of plea for proceedings held on 6/17/13 court reporter D.K. before Judge Hamilton. Forward to court reporter. (CLA) Modified on 7/24/2013 (CLA). (Entered: 07/23/2013)
07/23/2013	484	TRANSCRIPT ORDER REQUEST by James Stockberger for proceedings of change of plea for proceedings held on 7/3/13 court reporter D.K. before Judge Hamilton. Forwarded to court reporter. (CLA) Modified on 7/24/2013 (CLA). (Entered: 07/23/2013)
07/25/2013	485	Sealed Document Jury questionnaires. (CLA) (Entered: 07/25/2013)
07/25/2013	486	Minute Entry for proceedings held before District Judge Jean C. Hamilton: Parties present for Pretrial Conference as to David R. Wulf held on 7/25/2013. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:45 am.) (proceedings ended: 10:05 am.) (CLK) (Entered: 07/25/2013)
08/05/2013	488	Minute Entry for proceedings held before District Judge Jean C. Hamilton: Jury Trial Day 1. Voir Dire held on 8/5/2013 as to David R. Wulf, Jury impaneled and sworn. Opening Statement(s) Of Government and Defendant(s) made. (Jury Trial set for 8/6/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton.) (Court Reporter:D. Kriegshauser.) (proceedings started: 9:10 am.) (proceedings ended: 3:28 pm.) (Defendant Location: Bond.) (CLK) (Entered: 08/06/2013)
08/06/2013	489	EXHIBIT LIST by USA as to David R. Wulf (Attachments: # 1 Attachment)(Finneran, Richard) (Entered: 08/06/2013)
08/06/2013	490	PRETRIAL MEMORANDUM/Stipulation by USA as to David R. Wulf (Finneran, Richard) (Entered: 08/06/2013)
08/06/2013	491	WITNESS LIST by USA as to David R. Wulf (Finneran, Richard) (Entered: 08/06/2013)
08/06/2013	492	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/6/2013 ; day 2 Government evidence commenced but not concluded. Proceeding to continue 8/7/2013 at 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (proceedings started: 9:10 AM.) (proceedings ended: 3:25 PM.) (Defendant Location: Bond.) (CLK) (Entered: 08/06/2013)
08/06/2013	493	TRANSCRIPT ORDER REQUEST by Kim Bousquet as to Howard A. Wittner for proceedings of Change of Plea held on 7/9/13 court reporter D. Kriegshauser before Judge Jean C. Hamilton. cc: Ct. reporter (CEL) (Entered: 08/08/2013)
08/06/2013	494	TRANSCRIPT ORDER REQUEST by Kim Bousquet re: Randall Sutton, Brent Douglas Cassity for proceedings of Change of Plea held on 7/3/13 and 7/9/13 court reporter D. Kriegshauser before Judge Jean C. Hamilton. cc: ct. reporter (CEL) (Entered: 08/08/2013)
08/07/2013	495	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/7/2013 ; day 3. Govt's evidence resumed but not concluded. Jury Trial continued to 8/8/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D.

		Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:24pm.) (proceedings ended: 4:58pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/08/2013)
08/08/2013	496	Sealed Document Juror Ex. 1 (CEL) (Entered: 08/08/2013)
08/08/2013	497	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/8/2013 ; day 4. Govt's evidence resumed but not concluded. Jury Trial continued to 8/9/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:02am.) (proceedings ended: 4:50pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/09/2013)
08/09/2013	498	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/9/2013 ; day 5 Govt's evidence resumed but not concluded. Jury Trial continued to 8/12/2013 at 9:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:Shannon White.) (proceedings started: 9:06 am.) (proceedings ended: 4:23 pm.) (Defendant Location: Bond.) (CLK) (Entered: 08/12/2013)
08/12/2013	499	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/12/2013 ; day 6; Govt.'s evidence resumed but not concluded. Jury Trial set for 8/13/2013 09:00 AM before District Judge Jean C. Hamilton. (Court Reporter:D.K..) (FTR Gold: No.) (proceedings started: 9:15.) (proceedings ended: 5:00.) (Defendant Location: bond.) (CLA) (Entered: 08/13/2013)
08/13/2013	500	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/13/2013 ; day 7 Govt.'s evidence resumed but not concluded. Jury Trial set for 8/14/2013 at 9:00 AM. (Court Reporter:D. Kriegshauser.) (proceedings started: 9:10 am.) (proceedings ended: 5:00 pm.) (Defendant Location: Bond.) (CLK) Modified on 8/29/2013 (KXS). (Entered: 08/14/2013)
08/14/2013	501	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/14/2013 ; day 8. Govt's evidence resumed but not concluded. Jury Trial continued to 8/15/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:10am.) (proceedings ended: 4:00pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/15/2013)
08/15/2013	502	Minute Entry for proceedings held before District Judge Jean C. Hamilton: Jury Trial as to David R. Wulf held on 8/15/2013 ; day 9 Govt's evidence resumed but not concluded. Jury Trial Continued to 8/19/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (proceedings started: 9:00 am.) (proceedings ended: 11:20 am.) (Defendant Location: Bond.) (CLK) (Entered: 08/15/2013)
08/19/2013	503	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/19/2013 ; day 10. Govt's evidence resumed but not concluded. Jury Trial set for 8/20/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:12am.) (proceedings ended: 5:00pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/20/2013)
08/20/2013	504	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/20/2013 ; day 11. Govt's evidence commenced but not concluded. Oral motion for judgment as a matter of law at the close of the govt's evidence; made; argued and DENIED. Instruction conference held. Jury Trial set for 8/21/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:10am.) (proceedings ended: 4:30pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/21/2013)
08/21/2013	505	Proposed Jury Instructions by USA as to David R. Wulf (Attachments: # 1 Attachment, # 2 Attachment)(Finneran, Richard) (Entered: 08/21/2013)
08/21/2013	506	REDACTION by USA as to David R. Wulf (Attachments: # 1 Attachment)(Finneran, Richard) (Entered: 08/21/2013)
08/21/2013	508	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Jury Trial as to David R. Wulf held on 8/21/2013 ; day 12. Govt's evidence concluded. Deft's evidence commenced and concluded. Instruction conference held. Attys to appear at 8:30am Thursday, 8/22/13 to finalize instructions. Jury Trial set for 8/22/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 9:07am.) (proceedings ended: 5:10am.) (Defendant Location: BOND.) (CEL) (Entered: 08/22/2013)
08/22/2013	507	Proposed Jury Instructions by USA as to David R. Wulf (Attachments: # 1 Attachment)(Finneran, Richard) (Entered: 08/22/2013)
08/22/2013	509	Minute Entry for proceedings held before District Judge Jean C. Hamilton:JURY VERDICT as to David R. Wulf (6) Guilty on all Counts ; day 13. Instruction conference held. Closing arguments made. Jury charged and retires to consider its verdict at 1:50pm. Verdicts returned at 5:35pm. On motion of deft, jury polled. probation notified of sentencing date. Sentencing set for 11/7/2013 09:00 AM in Courtroom 16N before District Judge Jean C. Hamilton. (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 8:45am.) (proceedings ended: 5:55pm.) (Defendant Location: BOND.) (CEL) (Entered: 08/23/2013)
08/22/2013	510	Docket Text ORDER as to David R. Wulf ; ORDERED : Sentencing set 11/7/13. Presentence report ordered to be prepared.. Signed by District Judge Jean C. Hamilton on 8/22/13. (CEL) (Entered:

		08/23/2013)
08/22/2013	512	Jury Instructions as to David R. Wulf - given (CEL) (Entered: 08/26/2013)
08/22/2013	513	JURY VERDICTS - Guilty on counts 1 - 18 (CEL) (Entered: 08/26/2013)
08/22/2013	514	Jury Notes as to David R. Wulf (CEL) (Entered: 08/26/2013)
08/22/2013	515	CLERKS WITNESS LIST as to David R. Wulf as to Jury Trial. (Attachments: # 1 supp'l witness list) (CEL) (Entered: 08/26/2013)
08/22/2013	516	CLERKS EXHIBIT LIST as to David R. Wulf as to Jury Trial. (CEL) (Entered: 08/26/2013)
08/22/2013	517	CLERKS EXHIBIT LIST as to David R. Wulf as to Jury Trial. (supp'l part 1) (CEL) (Entered: 08/26/2013)
08/22/2013	518	CLERKS EXHIBIT LIST as to David R. Wulf as to Jury Trial.(supp'l part 2) (CEL) (Entered: 08/26/2013)
08/22/2013	519	CLERKS EXHIBIT LIST as to David R. Wulf as to Jury Trial.(supp'l part 3) (CEL) (Entered: 08/26/2013)
08/23/2013	511	ORDER SETTING RESPONSE TO PRESENTENCE REPORT DEADLINE : ORDERED that the deadline for filing responses to the Presentence Report is October 28, 2013. FURTHER ORDERED that the parties shall inform the Court in writing not less than ten (10) days prior to the sentencing date, whether testimony is to be presented at sentencing and, if so, the anticipated number of witnesses and the estimated length of such testimony. FURTHER ORDERED that no later than forty-eight hours prior to sentencing, counsel shall submit a courtesy copy to chambers of any sentencing memorandum or motions for departure. FURTHER ORDERED that no objections shall be filed after the deadline without leave of Court. A request for leave to file objections out of time must be in writing and supported by reasons for the request. Objections to Presentence Report due by 10/28/2013.. Signed by District Judge Jean C. Hamilton on 8/23/13. (CEL) (Entered: 08/23/2013)
09/04/2013	521	MOTION to Unseal Document by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Muchnick, Steven) (Entered: 09/04/2013)
09/05/2013	522	MOTION for Extension of Time to File Motion for New Trial by David R. Wulf. (Attachments: # 1 Text of Proposed Order)(Hogan, Joseph) (Entered: 09/05/2013)
09/05/2013	523	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner Re: 521 ; ORDERED : SO ORDERED, Document unsealed as to Randall Sutton 462 , Sharon Nekol Province 440 , James Douglas Cassity 454 , Brent Douglas Cassity 452 , Howard A. Wittner 472 . Signed by District Judge Jean C. Hamilton on 9/5/13. (CEL) (Entered: 09/05/2013)
09/09/2013	524	RESPONSE to Motion by USA as to David R. Wulf re 522 MOTION for Extension of Time to File Motion for New Trial (Muchnick, Steven) (Entered: 09/09/2013)
09/10/2013	525	Docket Text ORDER as to David R. Wulf Re: 522 MOTION for Extension of Time to File Motion for New Trial by David R. Wulf. ; ORDERED : GRANTED. Signed by District Judge Jean C. Hamilton on 9/10/13. (CEL) (Entered: 09/10/2013)
09/27/2013	526	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 118 Notice (Other) of: Release of Lis Pendens (Finneran, Richard) (Entered: 09/27/2013)
10/04/2013	533	MOTION for New Trial by David R. Wulf. (Hogan, Joseph) (Entered: 10/04/2013)
10/04/2013	534	MEMORANDUM in Support by David R. Wulf re 533 MOTION for New Trial (Hogan, Joseph) (Entered: 10/04/2013)
10/07/2013	535	MOTION to Continue ; Sentencing by Brent Douglas Cassity. (Sindel, Richard) (Entered: 10/07/2013)
10/08/2013	536	SUPPLEMENTAL SUGGESTIONS in support of MOTION to Continue 535 ; Sentence by Brent Douglas Cassity. (Kister, Susan) (edited to match entry to title of document - Modified on 10/9/2013 (CEL). (Entered: 10/08/2013)
10/09/2013	537	RESPONSE in Opposition by USA as to Brent Douglas Cassity re 536 MOTION to Continue ; Sentence, 535 MOTION to Continue ; Sentencing (Finneran, Richard) (Entered: 10/09/2013)
10/10/2013	538	TRANSCRIPT (CHANGE OF PLEA HEARING) as to Sharon Nekol Province held on JUNE 17, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 10/31/2013. Redacted Transcript Deadline set for 11/12/2013. Release of Transcript Restriction set for 1/8/2014. (CLK) (Entered: 10/10/2013)
10/10/2013	539	TRANSCRIPT (CHANGE OF PLEA HEARING) as to Brent Douglas Cassity held on JULY 3, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court

		public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 10/31/2013. Redacted Transcript Deadline set for 11/12/2013. Release of Transcript Restriction set for 1/8/2014. (CLK) (Entered: 10/10/2013)
10/10/2013	540	TRANSCRIPT (CHANGE OF PLEA HEARING) as to James Douglas Cassity held on JULY 3, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 10/31/2013. Redacted Transcript Deadline set for 11/12/2013. Release of Transcript Restriction set for 1/8/2014. (CLK) (Entered: 10/10/2013)
10/10/2013	541	TRANSCRIPT (PLEA) as to Randall Sutton held on JULY 9, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 10/31/2013. Redacted Transcript Deadline set for 11/12/2013. Release of Transcript Restriction set for 1/8/2014. (CLK) (Entered: 10/10/2013)
10/10/2013	542	TRANSCRIPT (CHANGE OF PLEA HEARING) as to Howard A. Wittner held on JULY 9, 2013 before Judge HONORABLE JEAN C. HAMILTON. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 10/31/2013. Redacted Transcript Deadline set for 11/12/2013. Release of Transcript Restriction set for 1/8/2014. (CLK) (Entered: 10/10/2013)
10/11/2013	543	RESPONSE in Opposition by USA as to David R. Wulf re 533 MOTION for New Trial (Birmingham, Charles) (Entered: 10/11/2013)
10/15/2013	544	ORDER SETTING RESPONSE TO PRESENTENCE REPORT DEADLINE : ORDERED that the deadline for filing responses to the Presentence Report is October 28, 2013. FURTHER ORDERED that the parties shall inform the Court in writing not less than ten (10) days prior to the sentencing date, whether testimony is to be presented at sentencing and, if so, the anticipated number of witnesses and the estimated length of such testimony. FURTHER ORDERED that no later than forty-eight hours prior to sentencing, counsel shall submit a courtesy copy to chambers of any sentencing memorandum or motions for departure. FURTHER ORDERED that no objections shall be filed after the deadline without leave of Court. A request for leave to file objections out of time must be in writing and supported by reasons for the request. Objections to Presentence Report due by 10/28/2013.. Signed by District Judge Jean C. Hamilton on 10/15/13. (CEL) (Entered: 10/15/2013)
10/16/2013	545	First MOTION to Continue Sentencing by James Douglas Cassity. (Rosenblum, N.) (Entered: 10/16/2013)
10/16/2013	546	MOTION to Continue ; Sentencing and Request for a Status Conference by Randall Sutton. (Shostak, Burton) (Entered: 10/16/2013)
10/16/2013	547	MOTION to Continue Sentencing by David R. Wulf. (Hogan, Joseph) (Entered: 10/16/2013)
10/17/2013	548	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf ; STATUS CONFERENCE SET FOR OCTOBER 29, 2013 AT 11:00 A.M. Signed by District Judge Jean C. Hamilton on 10/17/13. (CLA) (Entered: 10/17/2013)
10/17/2013	549	MOTION to Continue ; Sentencing by Sharon Nekol Province. (Dragan, Diane) (Entered: 10/17/2013)
10/22/2013	550	RESPONSE in Opposition by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 536 MOTION to Continue ; Sentence, 546 MOTION to Continue ; Sentencing and Request for a Status Conference, 535 MOTION to Continue ; Sentencing, 545 First MOTION to Continue Sentencing, 547 MOTION to Continue Sentencing, 549 MOTION to Continue ; Sentencing (Finneran, Richard) (Entered: 10/22/2013)
10/28/2013	551	MOTION to Continue Sentencing by Howard A. Wittner. (Kessler, Bradford) (Entered: 10/28/2013)
10/28/2013	552	Docket Text ORDER as to David R. Wulf Re: 533 MOTION for New Trial by David R. Wulf. ; ORDERED : DENIED. Signed by District Judge Jean C. Hamilton on 10/28/13. (CEL) (Entered: 10/28/2013)
10/28/2013	553	OBJECTION TO PRESENTENCE INVESTIGATION REPORT by Sharon Nekol Province (Dragan, Diane) (Entered: 10/28/2013)
10/28/2013	554	MOTION for Leave to File Sealed Document by Howard A. Wittner. (Kessler, Bradford) (Entered: 10/28/2013)
10/28/2013	555	Sealed Document (Kessler, Bradford) (Entered: 10/28/2013)
10/28/2013	556	OBJECTION TO PRESENTENCE INVESTIGATION REPORT by Randall Sutton Objections to PSR

		(Westling, Deborah) (Entered: 10/28/2013)
10/28/2013	557	Sealed Document 527 Presentence Investigation Report (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	558	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Randall Sutton (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	559	OBJECTION TO PRESENTENCE INVESTIGATION REPORT by Brent Douglas Cassity (Sindel, Richard) (Entered: 10/28/2013)
10/28/2013	560	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Brent Douglas Cassity (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	561	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to James Douglas Cassity (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	562	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Howard A. Wittner (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	563	OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to David R. Wulf (Finneran, Richard) (Entered: 10/28/2013)
10/28/2013	564	OBJECTION TO PRESENTENCE INVESTIGATION REPORT by James Douglas Cassity (Rosenblum, N.) (Entered: 10/28/2013)
10/29/2013	565	Minute Entry for proceedings held before District Judge Jean C. Hamilton: Parties Present for Status Hearing as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf held on 10/29/2013. Motions to Continue 546 549 545 535 551 547 Discussed - Granted (JCH) Govt's Response to Defendants Objectives Due 11/5/2013. Sentencing Memos Due 11/13/2013. Sentencing Hearing set 11/14/2013 at 9:30 AM. (Sentencing set for 11/14/2013 09:30 AM in Courtroom 16N before District Judge Jean C. Hamilton.), (Court Reporter:D. Kriegshauser.) (FTR Gold: No.) (proceedings started: 11:00 am.) (proceedings ended: 11:10 am.) (CLK) (Entered: 10/29/2013)
10/29/2013	566	Docket Text ORDER as to Howard A. Wittner Re: 554 MOTION for Leave to File Sealed Document by Howard A. Wittner. (Kessler, Bradford) ; ORDERED SO ORDERD JCH. Signed by District Judge Jean C. Hamilton on 10/29/2013. (CLK) (Entered: 10/29/2013)
10/29/2013	567	MOTION to Amend/Correct Objections to Presentence Report by Brent Douglas Cassity. (Kister, Susan) (Entered: 10/29/2013)
10/29/2013	568	OBJECTION TO PRESENTENCE INVESTIGATION REPORT by Brent Douglas Cassity Amended Objections (Kister, Susan) (Entered: 10/29/2013)
10/30/2013	569	First MOTION to Withdraw Document Objections One and Two to the Presentence Investigation Report by James Douglas Cassity. (Rosenblum, N.) (Entered: 10/30/2013)
10/30/2013	570	Docket Text ORDER as to Brent Douglas Cassity Re: 567 MOTION to Amend/Correct Objections to Presentence Report by Brent Douglas Cassity. ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 10/30/2013. (CLK) (Entered: 10/31/2013)
10/31/2013	571	MOTION to Amend/Correct Motion to Withdraw Specific Objections to Presentence Investigation Report by Brent Douglas Cassity. (Kister, Susan) (Entered: 10/31/2013)
11/01/2013	572	Docket Text ORDER as to Brent Douglas Cassity Re: 571 MOTION to Amend/Correct Motion to Withdraw Specific Objections to Presentence Investigation Report by Brent Douglas Cassity. ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 11/01/2013. (CLK) (Entered: 11/01/2013)
11/04/2013	573	Sealed Document (Muchnick, Steven) (Entered: 11/04/2013)
11/04/2013	574	Sealed Document (Muchnick, Steven) (Entered: 11/04/2013)
11/04/2013	575	Sealed Document (Muchnick, Steven) (Entered: 11/04/2013)
11/04/2013	576	Sealed Document (Muchnick, Steven) (Entered: 11/04/2013)
11/04/2013	577	Sealed Document (Kessler, Bradford) (Entered: 11/04/2013)
11/05/2013	578	RESPONSE TO OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Brent Douglas Cassity (Muchnick, Steven) (Entered: 11/05/2013)
11/05/2013	579	RESPONSE TO OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to James Douglas Cassity (Muchnick, Steven) (Entered: 11/05/2013)
11/05/2013	580	RESPONSE TO OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Sharon Nekol Province (Muchnick, Steven) (Entered: 11/05/2013)
11/05/2013	581	RESPONSE TO OBJECTION TO PRESENTENCE INVESTIGATION REPORT - SEALED by USA as to Randall Sutton (Muchnick, Steven) (Entered: 11/05/2013)
11/05/2013	582	Sealed Document 555 Sealed Document (Muchnick, Steven) (Entered: 11/05/2013)
11/05/2013	583	Sealed Document 532 Presentence Investigation Report (Muchnick, Steven) (Entered: 11/05/2013)

11/05/2013	584	MOTION for Leave to File Sealed Motion by Sharon Nekol Province. (Dragan, Diane) (Entered: 11/05/2013)
11/05/2013	585	SEALED RESPONSE TO THE GOVERNMENTS OBJECTIONS TO THE PRESENTENCE INVESTIGATION REPORT by Sharon Nekol Province. (Dragan, Diane) Modified on 11/6/2013 (CLK). (Response filed as a motion in error edit to read as filed) (Entered: 11/05/2013)
11/05/2013	586	NOTICE of Intent to Not Call Witnesses at Sentencing by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf (Finneran, Richard) (Entered: 11/05/2013)
11/05/2013	587	NOTICE of Intent to Call Witnesses at Sentencing by Brent Douglas Cassity (Kister, Susan) (Entered: 11/05/2013)
11/06/2013	588	Docket Text ORDER as to Sharon Nekol Province Re: 584 MOTION for Leave to File Sealed Motion by Sharon Nekol Province. (Dragan, Diane) filed by Sharon Nekol Province ; LEAVE GRANTED JCH. Signed by District Judge Jean C. Hamilton on 11/6/13. (CLA) (Entered: 11/06/2013)
11/06/2013	589	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to Sharon Nekol Province. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/06/2013	590	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to Randall Sutton. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/06/2013	591	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to James Douglas Cassity. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/06/2013	592	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to David R. Wulf. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/06/2013	593	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to Brent Douglas Cassity. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/06/2013	594	RESTITUTION QUESTIONNAIRE (FILED UNDER SEAL) by USA as to Howard A. Wittner. A redacted copy will be provided to defense counsel by USA. (Muchnick, Steven) (Entered: 11/06/2013)
11/07/2013	595	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to Randall Sutton (Attachments: # 1 Letter)(AAS) (Entered: 11/07/2013)
11/07/2013	597	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to Sharon Nekol Province (Attachments: # 1 Letter)(GZT) (Entered: 11/07/2013)
11/07/2013	599	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to Brent Douglas Cassity (Attachments: # 1 Letter)(AAS) (Entered: 11/07/2013)
11/07/2013	601	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to James Douglas Cassity (Attachments: # 1 Letter)(GZT) (Entered: 11/07/2013)
11/07/2013	603	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to Howard A. Wittner (Attachments: # 1 Letter)(AAS) (Entered: 11/07/2013)
11/07/2013	605	FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to David R. Wulf (Attachments: # 1 Letter)(AAS) (Entered: 11/07/2013)
11/08/2013	608	Sealed Document (Finneran, Richard) (Entered: 11/08/2013)
11/11/2013	609	ACCEPTANCE TO PRESENTENCE INVESTIGATION REPORT by Randall Sutton Withdrawal of Objections to PSR (Westling, Deborah) (Entered: 11/11/2013)
11/12/2013	610	MOTION to Withdraw Document 568 Objection to Presentence Investigation Report by Brent Douglas Cassity. (Sindel, Richard) (Entered: 11/12/2013)
11/12/2013	611	Docket Text ORDER as to Brent Douglas Cassity Re: 610 MOTION to Withdraw Document 568 Objection to Presentence Investigation Report by Brent Douglas Cassity. (Sindel, Richard); ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 11/12/13. (CLK) (Entered: 11/12/2013)
11/12/2013	612	OFFICER REVISED FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to James Douglas Cassity (GZT) (Entered: 11/12/2013)
11/12/2013	614	SENTENCING MEMORANDUM - SEALED by defendant Brent Douglas Cassity (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Sindel, Richard) (Entered: 11/12/2013)
11/12/2013	615	SENTENCING MEMORANDUM - SEALED by defendant Howard A. Wittner (Attachments: # 1 Attachment A through I, # 2 Attachment J)(Kessler, Bradford) (Entered: 11/12/2013)
11/13/2013	619	SENTENCING MEMORANDUM - SEALED by USA as to Sharon Nekol Province (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	620	SENTENCING MEMORANDUM - SEALED by USA as to Howard A. Wittner (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	622	SENTENCING MEMORANDUM - SEALED by defendant Randall Sutton (Shostak, Burton) (Entered:

		11/13/2013)
11/13/2013	623	SENTENCING MEMORANDUM - SEALED by USA as to Brent Douglas Cassity (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	624	SENTENCING MEMORANDUM by defendant David R. Wulf (Hogan, Joseph) (Entered: 11/13/2013)
11/13/2013	625	SENTENCING MEMORANDUM - SEALED by defendant James Douglas Cassity (Sison, Gilbert) (Entered: 11/13/2013)
11/13/2013	626	SENTENCING MEMORANDUM - SEALED Amended by defendant Brent Douglas Cassity (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Sindel, Richard) (Entered: 11/13/2013)
11/13/2013	627	SENTENCING MEMORANDUM - SEALED by USA as to James Douglas Cassity (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	628	SENTENCING MEMORANDUM - SEALED by USA as to Randall Sutton (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	629	PRELIMINARY MOTION for Forfeiture of Property by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Text of Proposed Order, # 2 Exhibit)(Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	630	Sealed Document (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	631	MOTION for Leave to File Sealed Motion by Sharon Nekol Province. (Dragan, Diane) (Entered: 11/13/2013)
11/13/2013	632	SENTENCING MEMORANDUM - SEALED by defendant Sharon Nekol Province re 631 MOTION for Leave to File Sealed Motion (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(Dragan, Diane) (Entered: 11/13/2013)
11/13/2013	633	SENTENCING MEMORANDUM - SEALED by USA as to David R. Wulf (Finneran, Richard) (Entered: 11/13/2013)
11/13/2013	634	Sealed Document 620 Sentencing Memorandum (Kessler, Bradford) (Entered: 11/13/2013)
11/13/2013	635	MOTION for Discovery of Parties Sentencing Memoranda by Sharon Nekol Province. (Dragan, Diane) (Entered: 11/13/2013)
11/13/2013	636	MOTION for Discovery of Parties' Sentencing Memoranda by Brent Douglas Cassity. (Sindel, Richard) (Entered: 11/13/2013)
11/14/2013	637	PRELIMINARY ORDER OF FORFEITURE as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. Signed by District Judge Jean C. Hamilton on 11/14/2013. cc:USM (CLK) (Entered: 11/14/2013)
11/14/2013	638	COURT AMENDED FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to Randall Sutton (Attachments: # 1 Letter)(AAS) (Entered: 11/14/2013)
11/14/2013	639	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to Howard A. Wittner held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 10:57.) (proceedings ended: 11:41.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	640	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to James Douglas Cassity held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 9:35.) (proceedings ended: 10:11.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	641	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to Randall Sutton held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 10:11.) (proceedings ended: 10:33.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	642	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to Brent Douglas Cassity held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 12:01.) (proceedings ended: 12:27.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	643	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to David R. Wulf held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 11:41.) (proceedings ended: 12:01.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	644	COURT AMENDED FINAL PRESENTENCE INVESTIGATION REPORT (including addendum) as to James Douglas Cassity (Attachments: # 1 Letter)(GZT) (Entered: 11/14/2013)
11/14/2013	645	Minute Entry for proceedings held before District Judge Jean C. Hamilton:Sentencing as to Sharon Nekol Province held on 11/14/2013; sentence imposed; see jgm. (Court Reporter:S.M..) (FTR Gold: No.) (proceedings started: 12:27.) (proceedings ended: 1:05.) (Defendant Location: bond.) (CLA) (Entered: 11/14/2013)
11/14/2013	646	Docket Text ORDER as to Sharon Nekol Province Re: 631 MOTION for Leave to File Sealed Motion by Sharon Nekol Province. (Dragan, Diane); ORDERED LEAVE GRANTED JCH. Signed by District

		Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	648	JUDGMENT as to James Douglas Cassity (3), Count(s) 12r-16r, 18r, 19r-20r, 1r, 22r, 23r, 25r, 26r-27r, 28r, 29r, 2r-6r, 30r, 31r, 32r-34r, 35r, 44r, 45r-47r, 49r, 8r-11r, Dismissed on the motion of the United States.; Count(s) 17r, 21r, 24r, 36r, 48r, 7r, Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Special assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234.. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	649	STATEMENT OF REASONS for Sentence regarding Judgment, 648 as to defendant James Douglas Cassity . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	650	JUDGMENT as to Randall Sutton (1), Count(s) 12rss-16rss, 17ss, 18rss, 19rss-21rss, 1rss, 22rss, 23rss, 25rss, 26rss-27rss, 28rss, 29rss, 2rss-6rss, 30rss, 31rss, 32rss-34rss, 44rss, 45rss-47rss, 50rss, 8rss-11rss, Dismissed on the motion of the United States.; Count(s) 24rss, 43rss, 48rss, 7rss, Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	651	STATEMENT OF REASONS for Sentence regarding Judgment, 650 as to defendant Randall Sutton . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	652	JUDGMENT as to Howard A. Wittner (5), Count(s) 12r-16r, 17r, 18r, 19r-21r, 1r, 22r, 23r-24r, 25r, 26r-27r, 28r, 29r, 2r-11r, 30r, 31r, 32r-34r, 40r-42r, 44r, 47r-48r, Dismissed on the motion of the United States.; Count(s) 45r-46r, 50r, Defendant pleaded guilty to counts 45,46, and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 36 months. This term consists of a term of 36 months on each of Counts 45,46, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 45, 46, and 50, all such terms to run concurrently. Special assessment of $300. due immediately. Restitution ordered in the amount of $10,500,000.00. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	653	STATEMENT OF REASONS for Sentence regarding Judgment, 652 as to defendant Howard A. Wittner . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	654	JUDGMENT as to Brent Douglas Cassity (4), Count(s) 12r-16r, 17r, 18r, 19r-20r, 1r, 22r, 23r-24r, 25r, 26r-27r, 28r, 29r, 2r-11r, 30r, 32r-34r, 37r, 39r, 43r, 44r, 45r-48r, Dismissed on the motion of the United States.; Count(s) 21r, 31r, 38r, 50r, Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00.. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013	655	STATEMENT OF REASONS for Sentence regarding Judgment, 654 as to defendant Brent Douglas Cassity . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/15/2013)
11/14/2013		Receipt CT 4644039332 in the amount of $100.00 for SPECIAL PENALTY ASSESSMENT on behalf of Province, Sharon Nekol (CCAM) (Entered: 11/17/2013)
11/14/2013	661	JUDGMENT: Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term

		consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/18/2013)
11/14/2013	662	STATEMENT OF REASONS for Sentence regarding Judgment, 661 as to defendant David R. Wulf . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/18/2013)
11/14/2013	664	JUDGMENT as to Sharon Nekol Province (2), Count(s) 12rs, 14rs-16rs, 17rs, 18rs, 19rs-21rs, 1rs, 23rs, 25rs, 26rs-27rs, 28rs, 29rs, 2rs-11rs, 30rs, 31rs, 3r-5r, 44rs, 45rs-47rs, 7r-8r, Dismissed; Count(s) 13rs, 22rs, 24rs, 32rs-34rs, 48rs, Defendant pleaded guilty to counts 13,22,24,32,34 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months. This term consists of a term of 18 months on each of Counts 13, 22, 24, 32, 34, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of Counts 13, 22, 32, and 34, and a term of three years on each of Counts 24 and 48, all such terms to run concurrently. Special Assessment of $600. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/18/2013)
11/14/2013	665	STATEMENT OF REASONS for Sentence regarding Judgment, 664 as to defendant Sharon Nekol Province . Signed by District Judge Jean C. Hamilton on 11/14/2013. (CLK) (Entered: 11/18/2013)
11/14/2013	684	SEALED Letter re: Letter received on Behalf of Sharon Nekol Province. (CLK) (Entered: 11/22/2013)
11/15/2013	647	NOTICE by David R. Wulf of: Request for Specific United States Bureau of Prisions Designation (Hogan, Joseph) (Entered: 11/15/2013)
11/15/2013		Receipt CT 4644039340 in the amount of $400.00 for SPECIAL PENALTY ASSESSMENT on behalf of Sutton, Randall K (CCAM) (Entered: 11/19/2013)
11/15/2013		Receipt CT 4644039341 in the amount of $1800.00 for SPECIAL PENALTY ASSESSMENT on behalf of Wulf, David R (CCAM) (Entered: 11/19/2013)
11/18/2013	656	Docket Text ORDER as to David R. Wulf Notice requesting that the court make a recommendation to BOP designation. filed by deft. SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 11/18/13. (CLA) (Entered: 11/18/2013)
11/18/2013	657	MOTION to Amend/Correct 652 Judgment,,,, by USA as to Howard A. Wittner. (Finneran, Richard) (Entered: 11/18/2013)
11/18/2013	658	MOTION to Amend/Correct 654 Judgment,,,, by USA as to Brent Douglas Cassity. (Finneran, Richard) (Entered: 11/18/2013)
11/18/2013	659	MOTION to Amend/Correct 648 Judgment,,,,, by USA as to James Douglas Cassity. (Finneran, Richard) (Entered: 11/18/2013)
11/18/2013	660	MOTION to Amend/Correct 650 Judgment,,,,, by USA as to Randall Sutton. (Finneran, Richard) (Entered: 11/18/2013)
11/18/2013	680	AMENDED JUDGMENT as to David R. Wulf (6), Defendant was found guilty on counts 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 22 after a plea of not guilty. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 120 months. This term consists of a term of 120 months on each of counts 1,2,5 through 17, 19,20, and 22, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal-Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on each of counts 1,2, 5-16, and 22, and three years on each of counts 17, 19, and 20, all such terms to run concurrently. Special Assessment of $1,800. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/18/2013.(pg.3 amended to add designation request per doc#'s 647 and 656) (CLK) (Entered: 11/21/2013)
11/19/2013	666	Docket Text ORDER as to Brent Douglas Cassity Re: 658 MOTION to Amend/Correct 654 Judgment by USA as to Brent Douglas Cassity. ; ORDERED : GRANTED - amended judgment to be issued. Signed by District Judge Jean C. Hamilton on 11/19/13. (CEL) (Entered: 11/19/2013)
11/19/2013	667	Docket Text ORDER as to James Douglas Cassity Re: 659 MOTION to Amend/Correct 648 Judgment by USA as to James Douglas Cassity. ; ORDERED : GRANTED - amended judgment to issue. Signed by District Judge Jean C. Hamilton on 11/19/13. (CEL) (Entered: 11/19/2013)

11/19/2013	668	Docket Text ORDER as to Randall Sutton Re: 660 MOTION to Amend/Correct 650 Judgment by USA as to Randall Sutton. ; ORDERED : GRANTED - amended judgment to issue. Signed by District Judge Jean C. Hamilton on 11/19/13. (CEL) (Entered: 11/19/2013)
11/19/2013	669	MOTION to Withdraw Document 657 MOTION to Amend/Correct 652 Judgment,,,, by USA as to Howard A. Wittner. (Finneran, Richard) (Entered: 11/19/2013)
11/19/2013	670	MOTION to Amend/Correct 652 Judgment,,,, by USA as to Howard A. Wittner. (Finneran, Richard) (Entered: 11/19/2013)
11/19/2013		Receipt CT 4644039407 in the amount of $300.00 for SPECIAL PENALTY ASSESSMENT on behalf of Wittner, Howard A (CCAM) (Entered: 11/21/2013)
11/19/2013	677	AMENDED JUDGMENT as to Brent Douglas Cassity (4), Count(s) 12r-16r, 17r, 18r, 19r-20r, 1r, 22r, 23r-24r, 25r, 26r-27r, 28r, 29r, 2r-11r, 30r, 32r-34r, 37r, 39r, 43r, 44r, 45r-48r, Dismissed on the motion of the United States.; Count(s) 21r, 31r, 38r, 50r, Defendant pleaded guilty to counts 21,31,38 and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 60 months. This term consists of a term of 60 months on each of Counts 21, 31,38, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 21,31, 38, and 50, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/19/2013.(Pg.8-amended to add the forfeiture order of 11/14/2013) (CLK) (Entered: 11/21/2013)
11/19/2013	678	AMENDED JUDGMENT as to James Douglas Cassity (3), Count(s) 12r-16r, 18r, 19r-20r, 1r, 22r, 23r, 25r, 26r-27r, 28r, 29r, 2r-6r, 30r, 31r, 32r-34r, 35r, 44r, 45r-47r, 49r, 8r-11r, Dismissed on the motion ofthe United States.; Count(s) 17r, 21r, 24r, 36r, 48r, 7r, Defendant pleaded guilty to counts 7,17,21,24,36 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 115 months. This term consists of a term of 115 months on each of Counts 7,17,21,24,36, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the Holidays on Jan. 6, 2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and a term of three years on each of Counts 17,21,24,36, and 48, all such terms to run concurrently. Soecial assessment of $600.00 due immediately. Restitution ordered in the amount of $435,515,234. Signed by District Judge Jean C. Hamilton on 11/19/2013. (Pg.8-amended to add the forfeiture order of 11/14/2013) (CLK) (Entered: 11/21/2013)
11/19/2013	679	AMENDED JUDGMENT as to Randall Sutton (1), Count(s) 12rss-16rss, 17ss, 18rss, 19rss-21rss, 1rss, 22rss, 23rss, 25rss, 26rss-27rss, 28rss, 29rss, 2rss-6rss, 30rss, 31rss, 32rss-34rss, 44rss, 45rss-47rss, 50rss, 8rss-11rss, Dismissed on the motion of the United States.; Count(s) 24rss, 43rss, 48rss, 7rss, Defendant pleaded guilty to counts 7,24,43 and 48 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 84 months. This term consists of a term of 84 months on each of Counts 7, 24, 43, and 48, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan. 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of five years. This term consists of a term of five years on Count 7, and three years on each of Counts 24, 43, and 48, all such terms to run concurrently. Special assessment of $400. due immediately. Restitution ordered in the amount of $435,515,234.00. Signed by District Judge Jean C. Hamilton on 11/19/2013. (Pg.8-amended to add the forfeiture order of 11/14/2013) (CLK) (Entered: 11/21/2013)
11/20/2013	671	MOTION for Leave to File Sealed Document by Howard A. Wittner. (Kessler, Bradford) (Entered: 11/20/2013)
11/20/2013	672	Sealed Document 671 MOTION for Leave to File Sealed Document, 652 Judgment,,,, (Attachments: # 1 Attachment Exhibit A)(Kessler, Bradford) (Entered: 11/20/2013)
11/20/2013	673	Docket Text ORDER as to Howard A. Wittner Re: 671 MOTION for Leave to File Sealed Document by Howard A. Wittner. (Kessler, Bradford) filed by Howard A. Wittner ; ORDERED GRANTED JCH. Signed by District Judge Jean C. Hamilton on 11/20/2013. (CLK) (Entered: 11/20/2013)
11/20/2013	674	Docket Text ORDER as to Howard A. Wittner Re: 669 MOTION to Withdraw Document 657 MOTION to Amend/Correct 652 Judgment,,,, by USA as to Howard A. Wittner. (Finneran, Richard) filed by USA ; ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 11/20/2013. (CLK) (Entered: 11/20/2013)
11/20/2013	675	Docket Text ORDER as to Howard A. Wittner Re: 670 MOTION to Amend/Correct 652 Judgment,,,, by USA as to Howard A. Wittner. (Finneran, Richard) filed by USA ; ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 11/20/2013. (CLK) (Entered: 11/20/2013)

11/20/2013		Receipt CT 4644039427 in the amount of $400.00 for SPECIAL PENALTY ASSESSMENT on behalf of Cassity, Brent Douglas (CCAM) (Entered: 11/22/2013)
11/21/2013	676	AMENDED JUDGMENT as to Howard A. Wittner (5), Count(s) 12r-16r, 17r, 18r, 19r-21r, 1r, 22r, 23r-24r, 25r, 26r-27r, 28r, 29r, 2r-11r, 30r, 31r, 32r-34r, 40r-42r, 44r, 47r-48r, Dismissed on the motion of the United States.; Count(s) 45r-46r, 50r, Defendant pleaded guilty to counts 45,46, and 50 of the Second Superseding Indictment. Defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 36 months. This term consists of a term of 36 months on each of Counts 45,46, and 50, all such terms to be served concurrently. The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons as notified by the United States Marshal- Designation requested to be extended past the holidays after Jan 1,2014. Upon release from imprisonment, the defendant shall be on supervised release for a term of three years. This term consists of a term of three years on each of Counts 45, 46, and 50, all such terms to run concurrently. Special assessment of $300. due immediately. Restitution ordered in the amount of $10,500,000.00. Signed by District Judge Jean C. Hamilton on 11/19/2013.(amended to remove forfeiture, to add requested designation and participation in RDAP) (CLK) (Entered: 11/21/2013)
11/21/2013	681	MOTION for admission pro hac vice, by Larry Mackey. by David R. Wulf. rec 4644039437 (CLA) (Additional attachment(s) added on 11/21/2013: # 1 cert.) (CLA). (Entered: 11/21/2013)
11/21/2013		Receipt 4644039437 in the amount of $100.00 for PRO HAC VICE on behalf of LARRY ALLEN MACKEY (CCAM) (Entered: 11/22/2013)
11/21/2013	682	SEALED Letters Received on Behalf of David Wulf to be maintained in paper format in the Clerk's Office. (CLK) (Entered: 11/22/2013)
11/21/2013	683	SEALED Letters received on Behalf of Howard Wittner to be maintained in paper format in the Clerk's Office (CLK) (Entered: 11/22/2013)
11/22/2013	685	Docket Text ORDER as to David R. Wulf Re: 681 MOTION for admission pro hac vice, by Larry Mackey. by David R. Wulf. rec 4644039437 ; ORDERED : SO ORDERED. Signed by District Judge Jean C. Hamilton on 11/22/13. (CEL) (Entered: 11/22/2013)
11/22/2013		Attorney update in case as to David R. Wulf. Attorney Larry A. Mackey for David R. Wulf added. (CEL) (Entered: 11/22/2013)
11/22/2013		ORDER RECEIPT: (see receipt) Docket No: 685. Fri Nov 22 14:49:24 CST 2013 (Lippold, Carrie) (Entered: 11/22/2013)
11/22/2013	686	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 119 Notice (Other) of: Release of Lis Pendens (Finneran, Richard) (Entered: 11/22/2013)
11/22/2013	687	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 120 Notice (Other) of: Release of Lis Pendens (Finneran, Richard) (Entered: 11/22/2013)
11/22/2013	688	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 121 Notice (Other) of: Release of Lis Pendens (Finneran, Richard) (Entered: 11/22/2013)
11/25/2013	689	MOTION for Extension of Time to File Notice of Appeal by David R. Wulf. (Mackey, Larry) (Entered: 11/25/2013)
11/25/2013	690	NOTICE by James Douglas Cassity of Certification of Compliance with Local Rule 12.07. (Sison, Gilbert) (Entered: 11/25/2013)
11/25/2013	691	Docket Text ORDER as to David R. Wulf Re: 689 MOTION for Extension of Time to File Notice of Appeal by David R. Wulf. (Mackey, Larry); ORDERED GRANTED JCH. Response to Court due by 1/2/2014. Signed by District Judge Jean C. Hamilton on 11/25/2013. (CLK) (Entered: 11/25/2013)
11/25/2013	692	NOTICE by Randall Sutton of Certification of Compliance with Local Rule 12.07. (Shostak, Burton) (Entered: 11/25/2013)
11/26/2013	693	NOTICE by Howard A. Wittner of Certification of Compliance with Local Rule 12.07. (Freter, Kim) (Entered: 11/26/2013)
11/27/2013	694	NOTICE by Brent Douglas Cassity of Certification of Compliance with Local Rule 12.07. (Sindel, Richard) (Entered: 11/27/2013)
12/05/2013	695	ORDER as to Brent Douglas Cassity IT IS HEREBY ORDERED that the Clerk of Court is directed to forward the following domestic passports to the United States Department of State, CA/PPT/S/L 4th Floor, 1150 Passport Services Place, Dulles, VA 20189-1150. Signed by District Judge Catherine D. Perry on 12/5/13. (CLA) (Entered: 12/06/2013)
12/05/2013	696	ORDER as to James Douglas Cassity IT IS HEREBY ORDERED that the Clerk of Court is directed to forward the following domestic passports to the United States Department of State, CA/PPT/S/L 4th Floor, 1150 Passport Services Place, Dulles, VA 20189-1150. Signed by District Judge Catherine D. Perry on 12/5/13. (CLA) (Entered: 12/06/2013)
12/05/2013	697	ORDER as to Randall Sutton IT IS HEREBY ORDERED that the Clerk of Court is directed to forward the following domestic passports to the United States Department of State, CA/PPT/S/L 4th Floor,

		1150 Passport Services Place, Dulles, VA 20189-1150. Signed by District Judge Catherine D. Perry on 12/5/13. (CLA) (Entered: 12/06/2013)
12/05/2013	698	PASSPORT NOTICE as to James Douglas Cassity has been filed. Notice of Disposition: Defendant convicted - Document and copy of judgment enclosed. (CLA) (Entered: 12/06/2013)
12/05/2013	699	PASSPORT NOTICE as to Brent Douglas Cassity has been filed. Notice of Disposition: Defendant convicted - Document and copy of judgment enclosed. (CLA) (Entered: 12/06/2013)
12/05/2013	700	PASSPORT NOTICE as to Randall Sutton has been filed. Notice of Disposition: Defendant convicted - Document and copy of judgment enclosed. (CLA) (Entered: 12/06/2013)
12/09/2013	701	TRANSCRIPT (SENTENCING) as to Randall Sutton held on 11/14/13 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 12/30/2013. Redacted Transcript Deadline set for 1/9/2014. Release of Transcript Restriction set for 3/10/2014. (CEL) (Entered: 12/09/2013)
12/09/2013	702	MOTION for Return of Property/PostTrial , MOTION for Return of Property/PreTrial by Rhonda L. Cassity as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Affidavit)(Brooke, Ellen) (Entered: 12/09/2013)
12/09/2013	703	ENTRY OF ATTORNEY APPEARANCE: as to James Douglas Cassity for Claimant Rhonda L. Cassity by Ellen J. Brooke (Brooke, Ellen) Modified on 12/9/2013 (CLK). (edit to read correctly and resent nef) (Entered: 12/09/2013)
12/10/2013	704	Marshal's Return as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf on 11/25/13. of release of lis pendens (CLA) (Entered: 12/11/2013)
12/11/2013		Receipt CT 4644039858 in the amount of $100.00 for SPECIAL PENALTY ASSESSMENT on behalf of Province, Sharon Nekol (CCAM) (Entered: 12/13/2013)
12/12/2013	705	MOTION to Amend/Correct 679 Amended Judgment,,,,, by Randall Sutton. (Westling, Deborah) (Entered: 12/12/2013)
12/12/2013	706	Amended MOTION to Amend/Correct 679 Amended Judgment,,,,, by Randall Sutton. (Matthews, Edward) (Entered: 12/12/2013)
12/13/2013	707	Docket Text ORDER as to Randall Sutton Re: 706 Amended MOTION to Amend/Correct 679 Amended Judgment,,,,, ; ORDERED : A hearing on deft's motion to amend judgment is set for Wednesday, December 18, 2013 at 9:30am In Court Hearing set for 12/18/2013 09:30 AM in Courtroom 16N before District Judge Jean C. Hamilton.. Signed by District Judge Jean C. Hamilton on 12/13/13. (CEL) (Entered: 12/13/2013)
12/16/2013		Minute Entry for proceedings held before District Judge Jean C. Hamilton:Telephone Conference as to Randall Sutton held on 12/16/2013; re: Set for hrg. on Wednesday, 12/18/13. (Court Reporter:D.K..) (FTR Gold: No.) (proceedings started: 11:00.) (proceedings ended: 11:05.) (CLA) (Entered: 12/16/2013)
12/16/2013	708	MOTION to Dismiss or For a More Definite Statement With Regard to Third-Party Petition of Rhonda L. Cassity by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Finneran, Richard) (Entered: 12/16/2013)
12/17/2013	709	TRANSCRIPT (SENTENCING) as to David R. Wulf held on November 14, 2013 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 1/7/2014. Redacted Transcript Deadline set for 1/17/2014. Release of Transcript Restriction set for 3/17/2014. (CEL) (Entered: 12/17/2013)
12/18/2013	710	Minute Entry for proceedings held before District Judge Jean C. Hamilton: Parties present for Motion Hearing as to Randall Sutton held on 12/18/2013. Motion to Amend.Jgm. # re 706 ; heard; DENIED JCH. (Court Reporter:D. Kreigshauser.) (FTR Gold: No.) (proceedings started: 9:30 am.) (proceedings ended: 9:40 am.) (Defendant Location: bond.) (CLK) (Entered: 12/18/2013)
12/20/2013	711	Second MOTION to Amend/Correct 679 Amended Judgment,,,,, by Randall Sutton. (Matthews, Edward) (Entered: 12/20/2013)
12/20/2013		Receipt CT 4644040066 in the amount of $100.00 for SPECIAL PENALTY ASSESSMENT on behalf of Province, Sharon Nekol (CCAM) (Entered: 12/27/2013)
12/23/2013	712	Docket Text ORDER as to Randall Sutton Re: 711 Second MOTION to Amend/Correct 679 Amended Judgment, by Randall Sutton. (Matthews, Edward); ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 12/23/2013. (CLK) (Entered: 12/23/2013)
12/23/2013	718	AMENDED JUDGMENT as to Randall Sutton (1)Reason for amendment correction of sentence for clerical mistake. Signed by District Judge Jean C. Hamilton on 12/23/13. (CLA) (Entered: 12/27/2013)

12/26/2013	713	MOTION for Leave - Expedited Motion to Intervene for a Limited Purpose and to Delay Surrender Dates by Jo Ann Howard and Associates, P.C. as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Fisher, Wendy) (Entered: 12/26/2013)
12/26/2013	714	NOTICE by Jo Ann Howard and Associates, P.C. as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf of: Entry of Appearance (Fisher, Wendy) (Entered: 12/26/2013)
12/26/2013		Receipt CT 4644040114 in the amount of $300.00 for SPECIAL PENALTY ASSESSMENT on behalf of Province, Sharon Nekol (CCAM) (Entered: 12/29/2013)
12/26/2013	719	Marshal's Return as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf on 12/20/13. of Preliminary order (CEL) (Entered: 12/30/2013)
12/27/2013	715	RESPONSE in Opposition by James Douglas Cassity re 713 MOTION for Leave - Expedited Motion to Intervene for a Limited Purpose and to Delay Surrender Dates (Sison, Gilbert) (Entered: 12/27/2013)
12/27/2013	716	TRANSCRIPT ORDER REQUEST by Jo Ann Howard and Associates, P.C. as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf for proceedings of Testimony - All Witnesses for proceedings held on 8/5/13 - 8/22/13 court reporter Debbie Kriegshauser before Judge Hon. Hamilton. (Fisher, Wendy) (request emailed to D. Kriegshauser and S. White for processing - Modified on 12/30/2013 (CEL). (Entered: 12/27/2013)
12/27/2013	717	Docket Text ORDER as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf Re: 713 MOTION for Leave - Expedited Motion to Intervene for a Limited Purpose and to Delay Surrender Dates by Jo Ann Howard and Associates, P.C. as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Fisher, Wendy) filed by Jo Ann Howard and Associates, P.C.; DENIED JCH. Signed by District Judge Jean C. Hamilton on 12/27/13. (CLA) (Entered: 12/27/2013)
12/30/2013		Receipt CT 4644040163 in the amount of $200000.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 01/01/2014)
12/31/2013	720	MOTION for Bond Pending Appeal by David R. Wulf. (Mackey, Larry) (Entered: 12/31/2013)
12/31/2013	721	MEMORANDUM in Support by David R. Wulf re 720 MOTION for Bond Pending Appeal (Mackey, Larry) (Entered: 12/31/2013)
01/02/2014	722	NOTICE OF APPEAL by David R. Wulf Filing fee $ 455, receipt number 0865-4133102. (Mackey, Larry) (Entered: 01/02/2014)
01/03/2014	723	NOTIFICATION OF APPEAL AND NOA SUPPLEMENT by Clerk to USCA regarding 680 Amended Judgment. Notice of Appeal filed on 1/2/14 by Defendant David R. Wulf. NOTIFICATION TO COUNSEL/PRO SE PARTY: FILE REQUEST FOR TRANSCRIPT WITH THE DISTRICT COURT CLERKS OFFICE. (BAK) (Entered: 01/03/2014)
01/06/2014	724	MOTION for Extension of Time to File Response/Reply as to 720 MOTION for Bond Pending Appeal by USA as to David R. Wulf. (Finneran, Richard) (Entered: 01/06/2014)
01/07/2014	725	Docket Text ORDER as to David R. Wulf Re: 724 MOTION for Extension of Time to File Response/Reply as to 720 MOTION for Bond Pending Appeal by USA ORDERED : GRANTED. Signed by District Judge Jean C. Hamilton on 1/7/14. (CEL) (Entered: 01/07/2014)
01/07/2014	726	Initial Notification from USCA as to David R. Wulf for 722 Notice of Appeal - Final Judgment filed by David R. Wulf USCA Appeal Number: 14-1042 Notice of Appeal forwarded to panel: Yes (CLK) (Entered: 01/07/2014)
01/07/2014	727	CRIMINAL APPEAL BRIEFING SCHEDULE from USCA as to David R. Wulf for 722 Notice of Appeal - Final Judgment filed by David R. Wulf USCA Appeal Number: 14-1042 Notice of Appeal forwarded to panel: Yes Transcript due: 02/11/2014(see schedule for details) (CLK) (Entered: 01/07/2014)
01/08/2014	728	Sealed Document LETTER by Doug Cross 720 MOTION for Bond Pending Appeal (CLA) (Entered: 01/08/2014)
01/08/2014	729	ORDER as to Randall Sutton, et al.,IT IS HEREBY ORDERED that the United States Motion to Dismiss or for a More Definite Statement with regard to Third-Party Petition of Rhonda L. Cassity (ECF No. 708) is GRANTED in part and DENIED without prejudice in part. IT IS FURTHER ORDERED that Petitioner Rhonda L. Cassity is granted until Thursday, January 16, 2014, within which to file an Amended Petition that complies with the pleading requirements set forth in 21 U.S.C. § 853(n)(3). 708 Response to Court due by 1/16/2014. Signed by District Judge Jean C. Hamilton on 1/8/14. (CLA) (Entered: 01/08/2014)
01/09/2014		Receipt CT 4644040356 in the amount of $600.00 for SPECIAL PENALTY ASSESSMENT on behalf of James Douglas Cassity (CCAM) (Entered: 01/12/2014)
01/10/2014	730	RESPONSE in Opposition by USA as to David R. Wulf re 720 MOTION for Bond Pending Appeal (Muchnick, Steven) (Entered: 01/10/2014)
01/13/2014	732	TRANSCRIPT ORDER REQUEST filed by atty Kim Bousquet for proceedings of Trial for proceedings

		held on 8/5/13 - 8/23/13 court reporter D. Kriegshauser and S. White before Judge Jean C. Hamilton. (request emailed to D. Kriegshauser and S. White for processing) (CEL) (Entered: 01/14/2014)
01/14/2014	731	Docket Text ORDER as to David R. Wulf Re: 720 MOTION for Bond Pending Appeal by David R. Wulf. ; ORDERED : DENIED. Signed by District Judge Jean C. Hamilton on 1/14/14. (CEL) (Entered: 01/14/2014)
01/14/2014	733	TRANSCRIPT ORDER REQUEST re: Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf for proceedings of All Sentencing hearings for proceedings held on 11/14/13 filed by atty Kimberly Bousquet court reporter Sue Moran before Judge Hamilton. (Sue Moran emailed) (CEL) (Entered: 01/15/2014)
01/16/2014	734	MOTION for Extension of Time to File by Rhonda L. Cassity as to James Douglas Cassity. (Brooke, Ellen) (Entered: 01/16/2014)
01/16/2014	735	MEMORANDUM in Support by Rhonda L. Cassity as to James Douglas Cassity re 734 MOTION for Extension of Time to File (Brooke, Ellen) (Entered: 01/16/2014)
01/17/2014	736	Docket Text ORDER Re: 734 MOTION for Extension of Time to File by Rhonda L. Cassity ; ORDERED : SO ORDERED. Signed by District Judge Jean C. Hamilton on 1/17/14. (CEL) (Entered: 01/17/2014)
01/22/2014	737	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/5/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	738	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/6/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	739	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/7/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	740	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/8/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	741	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/12/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	742	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/13/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	743	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/14/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	744	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/15/13 before Judge Hamilton. Court

		Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	745	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/19/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	746	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/20/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	747	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/21/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	748	TRANSCRIPT (JURY TRIAL) as to David R. Wulf held on 8/22/13 before Judge Hamilton. Court Reporter: Debbie Kriegshauser, Debbie_Kriegshauser@moed.uscourts.gov, 314-244-7449. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/12/2014. Redacted Transcript Deadline set for 2/24/2014. Release of Transcript Restriction set for 4/22/2014. (CLA) (Entered: 01/22/2014)
01/22/2014	749	Marshal's Return on Judgment as to Howard A. Wittner on 1/14/14. Defendant delivered to: FMC Lexington. (CEL) (Entered: 01/23/2014)
01/23/2014		Receipt: by David R. Wulf $ 50.00, receipt number 4644040616 for additional appeal filing fee (BAK) (Entered: 01/23/2014)
01/28/2014	750	TRANSCRIPT of 498 (JURY TRIAL) as to David R. Wulf held on 8/9/13 before Judge Hamilton. Volume V; Court Reporter: Shannon White, Shannon_White@moed.uscourts.gov, 314-244-7966. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/18/2014. Redacted Transcript Deadline set for 2/28/2014. Release of Transcript Restriction set for 4/28/2014. (CLA) (Entered: 01/28/2014)
01/28/2014	751	Marshal's Return as to James Douglas Cassity on 1/17/14. Self surrender to SCP Marion. (CLA) (Entered: 01/28/2014)
01/31/2014	752	TRANSCRIPT of 645 (SENTENCING) as to Sharon Nekol Province held on 11/14/13 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/21/2014. Redacted Transcript Deadline set for 3/3/2014. Release of Transcript Restriction set for 5/1/2014. (CEL) (Entered: 01/31/2014)
01/31/2014	753	TRANSCRIPT of 640 (SENTENCING) as to James Douglas Cassity held on 11/14/13 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/21/2014. Redacted Transcript Deadline set for 3/3/2014. Release of Transcript Restriction set for 5/1/2014. (CEL) (Entered: 01/31/2014)
01/31/2014	754	TRANSCRIPT of 639 (SENTENCING) as to Howard A. Wittner held on 11/14/13 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/21/2014. Redacted Transcript Deadline set for 3/3/2014. Release of Transcript Restriction set for 5/1/2014. (CEL) (Entered: 01/31/2014)
01/31/2014	755	TRANSCRIPT of 642 (SENTENCING) as to Brent Douglas Cassity held on 11/14/13 before Judge Jean C. Hamilton. Court Reporter: Susan Moran, Susan_Moran@moed.uscourts.gov, 314-244-

		7983. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 2/21/2014. Redacted Transcript Deadline set for 3/3/2014. Release of Transcript Restriction set for 5/1/2014. (CEL) (Entered: 01/31/2014)
02/01/2014	756	Second MOTION for Extension of Time to File Verified Petition by Rhonda L. Cassity as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Brooke, Ellen) (Entered: 02/01/2014)
02/01/2014	757	MEMORANDUM in Support by Rhonda L. Cassity as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 756 Second MOTION for Extension of Time to File Verified Petition (Brooke, Ellen) (Entered: 02/01/2014)
02/04/2014	758	Marshal's Return on Judgment as to David R. Wulf on 1/14/14. Defendant delivered to: Terre Haute IN. (CEL) (Entered: 02/05/2014)
02/06/2014	759	RESPONSE to Motion by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 756 Second MOTION for Extension of Time to File Verified Petition (Finneran, Richard) (Entered: 02/06/2014)
02/06/2014	760	Docket Text ORDER Re: 756 MOTION for Extension of Time to File by Rhonda L. Cassity ORDERED GRANTED JCH. Response to Court due by 2/14/2014. Signed by District Judge Jean C. Hamilton on 02/06/2014. (CLK) (Entered: 02/06/2014)
02/10/2014	761	Marshal's Return on Judgment as to James Douglas Cassity on 1/28/14. Defendant surrendered to FPC Marion. (CEL) (Entered: 02/11/2014)
02/12/2014	762	NOTIFICATION OF DESIGNATED CLERK'S RECORD regarding 745 Transcript,, 605 Presentence Investigation Report, 737 Transcript,, 738 Transcript,, 750 Transcript,, 744 Transcript,, 739 Transcript,, 740 Transcript,, 244 Transcript,, 742 Transcript,, 748 Transcript,, 747 Transcript,, 741 Transcript,, 709 Transcript,, 233 Transcript,, 743 Transcript,, 746 Transcript,, 399 Transcript,, 391 Transcript,,. as to defendant David R. Wulf. USCA Appellate Docket Number: 14-1042. (BAK) (Entered: 02/12/2014)
02/17/2014	763	ORDER (Financial) as to James Douglas Cassity The purpose for which cash bail was posted in the above styled matter having now been served, the Clerk is hereby ORDERED to draw a Registry Check in the sum of $50,000.00 to thesurety of record. Signed by District Judge Jean C. Hamilton on 2/17/14. (CLA) (Entered: 02/18/2014)
03/03/2014	764	Second MOTION to Dismiss Third-Party Petition of Rhonda L. Cassity by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Finneran, Richard) (Entered: 03/03/2014)
03/04/2014	765	NOTICE by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 637 Order of: Declaration of Publication (Finneran, Richard) (Entered: 03/04/2014)
03/05/2014	766	MOTION to Withdraw Document by Rhonda L. Cassity as to James Douglas Cassity. (Brooke, Ellen) (Entered: 03/05/2014)
03/06/2014	767	Docket Text ORDER: Re: 766 MOTION to Withdraw Document by Rhonda L. Cassity as to James Douglas Cassity. (Brooke, Ellen) ORDERED SO ORDERED JCH. Signed by District Judge Jean C. Hamilton on 03/06/2014. (CLK) (Entered: 03/06/2014)
03/06/2014		Receipt CT B002301 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 04/21/2014)
03/07/2014	768	Docket Text ORDER Re: 764 Second MOTION to Dismiss Third-Party Petition of Rhonda L. Cassity by USA as ; ORDERED : DENIED AS MOOT. Signed by District Judge Jean C. Hamilton on 3/7/14. (CEL) (Entered: 03/07/2014)
03/10/2014	769	FINAL MOTION for Forfeiture of Property with Respect to Particular Assets by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Text of Proposed Order)(Finneran, Richard) (Entered: 03/10/2014)
03/10/2014		Receipt CT B001358 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 04/21/2014)
03/10/2014		Receipt CT B005412 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 04/21/2014)
03/10/2014		Receipt CT B006420 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 04/21/2014)
03/11/2014	770	FINAL ORDER OF FORFEITURE as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf re 769 FINAL MOTION for Forfeiture of Property with Respect to Particular Assets filed by USA. Signed by District Judge Jean C. Hamilton on 3/11/14. cc: 3 cert. copies to USM. (CLA) (Entered: 03/11/2014)
03/11/2014		Receipt CT B00467 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 04/22/2014)
03/13/2014		Receipt CT 4644041646 in the amount of $30000.00 for VICTIM J&S RESTITUTION on behalf of

		Wulf, David R (CCAM) (Entered: 03/16/2014)
03/14/2014	771	FINANCIAL ENTRY letter as to James Douglas Cassity (CLA) (Entered: 03/14/2014)
03/24/2014	772	MANDATE of USCA as to David R. Wulf re 722 Notice of Appeal - Final Judgment USCA Appeal #: 14-1042 (CLA) (Entered: 03/24/2014)
03/24/2014	773	JUDGMENT of USCA (certified copy) as to David R. Wulf re 722 Notice of Appeal - Final Judgment: Appellant's motion to dismiss the appeal is granted. The appeal is hereby dismissed in accordance with the Federal Rules of Appellate Procedure 42(b). The Court's mandate shall issue forthwith. (Attachments: # 1 letter)(CEL) (Entered: 03/24/2014)
03/24/2014	774	Marshal's Return on Judgment as to Sharon Nekol Province on 1/02/14. Defendant delivered to: Fort Worth TX. (CEL) (Entered: 03/25/2014)
03/27/2014	775	CJA 20 as to Sharon Nekol Province: Authorization to Pay Joseph Green. Voucher # 131227000119.. Signed by Judge Riley, USCA on 3/14/14. (CEL) (Entered: 03/27/2014)
04/02/2014		Receipt CT 4644042054 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 04/04/2014)
04/23/2014		Receipt CT T00625 in the amount of $2227.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 05/14/2014)
04/28/2014	776	ABSTRACT of Judgment by USA as to Randall Sutton 770 Order, (Finneran, Richard) (Entered: 04/28/2014)
04/28/2014	777	ABSTRACT of Judgment by USA as to Sharon Nekol Province 770 Order, (Finneran, Richard) (Entered: 04/28/2014)
04/28/2014	778	ABSTRACT of Judgment by USA as to James Douglas Cassity 770 Order, (Finneran, Richard) (Entered: 04/28/2014)
04/28/2014	779	ABSTRACT of Judgment by USA as to Brent Douglas Cassity 770 Order, (Finneran, Richard) (Entered: 04/28/2014)
04/28/2014	780	ABSTRACT of Judgment by USA as to David R. Wulf 770 Order, (Finneran, Richard) (Entered: 04/28/2014)
04/28/2014	781	FINAL MOTION for Forfeiture of Property with Respect to Particular Assets by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Text of Proposed Order)(Finneran, Richard) (Entered: 04/28/2014)
04/29/2014	782	FINAL ORDER OF FORFEITURE re: 781 Final Motion for Forfeiture of Property as to Randall Sutton (1), Sharon Nekol Province (2), James Douglas Cassity (3), Brent Douglas Cassity (4), Howard A. Wittner (5), David R. Wulf (6) SO ORDERED. Signed by District Judge Jean C. Hamilton on 04/29/2014. cc:counsel and USM (CLK) (Entered: 04/30/2014)
04/29/2014		Receipt CT 4644042561 in the amount of $154755.87 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 05/01/2014)
04/30/2014	783	ABSTRACT OF FORFEITURE JUDGMENT NOTICE by USA as to Randall Sutton (CLK) (Entered: 04/30/2014)
04/30/2014	784	ABSTRACT OF FORFEITURE JUDGMENT NOTICE by USA as to Sharon Nekol Province (CLK) (Entered: 04/30/2014)
04/30/2014	785	ABSTRACT OF FORFEITURE JUDGMENT NOTICE by USA as to James Douglas Cassity (CLK) (Entered: 04/30/2014)
04/30/2014	786	ABSTRACT OF FORFEITURE JUDGMENT NOTICE by USA as to Brent Douglas Cassity (CLK) (Entered: 04/30/2014)
04/30/2014	787	ABSTRACT OF FORFEITURE JUDGMENT NOTICE by USA as to David R. Wulf (CLK) (Entered: 04/30/2014)
05/02/2014		Receipt CT 4644042623 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 05/06/2014)
06/03/2014		Receipt CT 4644043227 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 06/05/2014)
06/05/2014		Receipt CT B00363 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 07/13/2014)
06/09/2014		Receipt CT B001329 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 07/13/2014)
06/09/2014		Receipt CT B002279 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 07/13/2014)
06/09/2014		Receipt CT B006390 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 07/13/2014)
06/11/2014		Receipt CT B00462 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 07/13/2014)

06/11/2014		Receipt CT B005381 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 07/13/2014)
07/03/2014		Receipt CT 4644043872 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 07/08/2014)
08/05/2014		Receipt CT 4644044536 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 08/07/2014)
08/06/2014		Receipt CT B00249 in the amount of $156.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 09/14/2014)
08/07/2014		Receipt CT B00312 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 09/14/2014)
09/03/2014		Receipt CT 4644045067 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 09/05/2014)
09/05/2014		Receipt CT B00373 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 10/19/2014)
09/08/2014		Receipt CT B001351 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 10/19/2014)
09/08/2014		Receipt CT B002296 in the amount of $156.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 10/19/2014)
09/11/2014		Receipt CT B00472 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 10/19/2014)
09/11/2014		Receipt CT B005394 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 10/19/2014)
09/26/2014	788	MOTION to Reduce Sentence by Federal Bureau of Prisons as to Term of Imprisonment - 18 U.S.C., Section 3582(c)(1)(A)(i) by USA as to Howard A. Wittner. (Birmingham, Charles) (Entered: 09/26/2014)
10/02/2014	789	ORDER TO REDUCE TERM OF IMPRISONMENT TO TIME SERVED as to Howard A. Wittner re 788 MOTION to Reduce Sentence by Federal Bureau of Prisons as to Term of Imprisonment - 18 U.S.C., Section 3582(c)(1)(A)(i) filed by USA. Signed by District Judge Jean C. Hamilton on 10/2/14. CC: USM/Prob. (CLA) (Entered: 10/02/2014)
10/06/2014		Receipt CT 4644045703 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 10/15/2014)
10/07/2014		Receipt CT B00258 in the amount of $156.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 11/09/2014)
10/09/2014		Receipt CT B00318 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 11/09/2014)
10/14/2014		Receipt CT B00417 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 11/09/2014)
11/05/2014		Receipt CT 4644046323 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 11/07/2014)
11/07/2014		Receipt CT T00171 in the amount of $483.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 12/02/2014)
11/07/2014		Receipt CT T00572 in the amount of $704.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 12/02/2014)
11/07/2014		Receipt CT B00251 in the amount of $156.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 12/14/2014)
11/07/2014		Receipt CT B00320 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 12/14/2014)
11/12/2014		Receipt CT B00419 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 12/14/2014)
11/19/2014		Receipt CT 4644046564 in the amount of $1000.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 11/21/2014)
12/03/2014		Receipt CT 4644046803 in the amount of $1000.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 12/05/2014)
12/04/2014		Receipt CT 4644046839 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 12/07/2014)
12/05/2014		Receipt CT B001344 in the amount of $25.00 for VICTIM J&S RESTITUTION on behalf of Sutton, Randall K (CCAM) (Entered: 01/11/2015)
12/05/2014		Receipt CT B002294 in the amount of $156.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 01/11/2015)

12/05/2014		Receipt CT B00367 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 01/11/2015)
12/11/2014		Receipt CT B00466 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 01/11/2015)
12/15/2014	790	TRANSCRIPT of 443 (Frye Hearing) as to David R. Wulf held on June 26, 2013 before Honorable Thomas C. Mummert, III. Court Reporter/Transcriber Angela Daley, Telephone number 314-244-7978. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Redaction Request due 1/5/2015. Redacted Transcript Deadline set for 1/15/2015. Release of Transcript Restriction set for 3/16/2015. (CBL) (Entered: 12/15/2014)
01/05/2015		Receipt CT 4644047328 in the amount of $1000.00 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 01/07/2015)
01/09/2015		Receipt CT B00246 in the amount of $41.00 for VICTIM J&S RESTITUTION on behalf of Province, Sharon Nekol (CCAM) (Entered: 02/15/2015)
01/09/2015		Receipt CT B00316 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 02/15/2015)
01/12/2015		Receipt CT B00415 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 02/15/2015)
01/21/2015		Receipt CT T00522 in the amount of $336.41 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 02/18/2015)
02/02/2015		Receipt CT 4644047875 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 02/04/2015)
02/03/2015		Receipt CT 4644047917 in the amount of $648.60 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 02/05/2015)
02/09/2015		Receipt CT B00321 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 03/29/2015)
02/11/2015		Receipt CT B00420 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 03/29/2015)
02/18/2015		Receipt CT T00532 in the amount of $336.41 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 03/16/2015)
03/04/2015		Receipt CT 4644048511 in the amount of $648.60 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 03/06/2015)
03/06/2015		Receipt CT B00369 in the amount of $30.00 for VICTIM J&S RESTITUTION on behalf of Cassity, James Douglas (CCAM) (Entered: 04/19/2015)
03/09/2015		Receipt CT 4644048624 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 03/11/2015)
03/11/2015		Receipt CT B00468 in the amount of $50.00 for VICTIM J&S RESTITUTION on behalf of Cassity, Brent Douglas (CCAM) (Entered: 04/19/2015)
03/18/2015		Receipt CT T00571 in the amount of $336.41 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 04/12/2015)
04/03/2015		Receipt CT 4644049100 in the amount of $648.60 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 04/07/2015)
04/08/2015		Receipt CT T006110 in the amount of $110.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 05/13/2015)
04/15/2015		Receipt CT 4644049337 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 04/17/2015)
04/15/2015		Receipt CT T005108 in the amount of $336.41 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 05/13/2015)
04/30/2015	791	PRELIMINARY MOTION for Forfeiture of Property Subsequently Discovered by USA as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. (Attachments: # 1 Text of Proposed Order)(Finneran, Richard) (Entered: 04/30/2015)
05/04/2015	792	PRELIMINARY ORDER OF FORFEITURE OF PROPERTY as to Randall Sutton, Sharon Nekol Province, James Douglas Cassity, Brent Douglas Cassity, Howard A. Wittner, David R. Wulf. Signed by District Judge Jean C. Hamilton on 5/4/15. (KJS) (Entered: 05/04/2015)
05/05/2015	794	ORDER as to Howard A. Wittner: IT IS HEREBY ORDERED that this matter is set for a non-compliance hearing on Wednesday, June 3, 2015, at 9:30 a.m. in the courtroom of the undersigned. Non Compliance Hearing set for 6/3/2015 09:30 AM in Courtroom 16N before District Judge Jean C. Hamilton. Signed by District Judge Jean C. Hamilton on 05/05/2015. (CLK) (Entered: 05/05/2015)

05/05/2015	Receipt CT 4644049754 in the amount of $648.60 for VICTIM J&S RESTITUTION on behalf of Wittner, Howard A (CCAM) (Entered: 05/07/2015)
05/11/2015	Receipt CT 4644049906 in the amount of $300.00 for VICTIM J&S RESTITUTION on behalf of Wulf, David R (CCAM) (Entered: 05/13/2015)

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