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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

UNITED STATES OF AMERICA	:	INDICTMENT
	:	
v.	:	CRIMINAL NO. 5:17-CR-<u>43-MTT-CHW</u>
	:	
CLIFFARD WHITBY,	:	VIOLATIONS:
	:	18 U.S.C. § 371
HAROLD KNOWLES,	:	18 U.S.C. § 666(a)(2)
	:	18 U.S.C. § 1956(h)
CENTRAL GEORGIA PARTNERSHIP	:	18 U.S.C. § 1956(a)(1)(B)(i)
FOR INDIVIDUAL AND COMMUNITY	:	18 U.S.C. § 2
DEVELOPMENT, and	:	18 U.S.C. § 981(a)(1)(C)
	:	18 U.S.C. § 982(a)(1)
POSITIVENTURES INITIATIVE, LLC	:	28 U.S.C. § 2461(c)
	:	
	:	UNDER SEAL
	:	

The Grand Jury charges:

GENERAL INTRODUCTION

At all times material to this Indictment:

1. The Bibb County School District (herein after "BCSD") operates the public school system of Bibb County, Georgia. The BCSD is controlled by the Board of Education, which is a policy-making body, elected by the citizens of Bibb County, which has the responsibility and authority to make policies covering the operation of the county's schools. At all times material to this Indictment, the BCSD was a local government and an agency of a state and local government that received federal assistance in excess of \$10,000.00 during the one-year periods beginning January 1, and ending December 31, for the calendar years 2012, 2013, 2014, 2015, 2016, and 2017.
2. Romain Dallemand (hereinafter "Dallemand"), not indicted herein, was the Superintendent of the BCSD from February 1, 2011, through June 30, 2013. As Superintendent, Dallemand was an agent for the BCSD whose role was to oversee the day-to-day operations of the BCSD.

3. The Macon Promise Neighborhood (hereinafter “MPN”) was a collaborative effort by various entities to provide a variety of resources and support to a targeted area of Macon, Georgia, that had a high percentage of the population living in poverty, lower educational performance, and a higher crime rate. The MPN would target four schools in the BCSD that struggled the most. In 2011, the MPN received a \$500,000.00 planning grant. The MPN then began to apply for a federal grant to carry out their proposed plan to provide the MPN’s planned resources and support.
4. The MPN’s management was led by an Executive Director, who reported to Mercer University, which served as the fiscal agent of the MPN.
5. P.B. was the Co-Principal Investigator for the MPN and was involved with the MPN from its initial application for, and receipt of, the \$500,000.00 planning grant.
6. **CENTRAL GEORGIA PARTNERSHIP FOR INDIVIDUAL AND COMMUNITY DEVELOPMENT** (hereinafter “**CGPICD**”) is an entity in Macon, Georgia, that helped to administer the Macon Promise Center. The Macon Promise Center was a building owned by the **CGPICD** and was intended to be used to carry out part of the MPN’s initiative.
7. **POSITIVENTURES INITIATIVE, LLC** (hereinafter “**POSITIVENTURES**”) was a limited liability company established in the state of Georgia.
8. **CLIFFARD WHITBY** (hereinafter “**WHITBY**”) was the MPN’s Executive Director and was also the registered agent of **POSITIVENTURES**.
9. T.T. was the Executive Director of Technology for the BCSD from July 2012 through August 2013.

10. R.C. was employed with the BCSD as the Chief Financial Officer. R.C. was reassigned sometime between on or about December 10, 2012, and on or about December 18, 2012, the exact date being unknown.
11. S.R. was employed with the BCSD as the Director of Accounting. S.R. took over the duties of the Chief Financial Officer of the BCSD sometime between on or about December 10, 2012, and on or about December 18, 2012, the exact date being unknown.
12. R.H. was the in-house counsel for the BCSD. R.H. was responsible for reviewing contracts and advising the Superintendent and Board of Education on legal matters involving the BCSD.
13. Pinnacle Construction Support Group, Inc. (hereinafter "Pinnacle") is a construction firm located in Tallahassee, Florida.
14. Knowles and Randolph, P.A. (hereinafter "Knowles and Randolph") is a law firm located in Tallahassee, Florida.
15. **HAROLD KNOWLES** (hereinafter "**KNOWLES**") was the Chief Executive Officer (CEO) and Company General Counsel for Pinnacle. **KNOWLES** is one of the attorneys at Knowles and Randolph.
16. C.M. was the Chief Visionary for Pinnacle.
17. Proscenium District/School Management Systems Enterprise Suite (hereinafter "Proscenium") was an alleged financial management software for which the BCSD paid \$3,247,200.00 to Pinnacle.
18. Isaac J. Culver, III, (hereinafter "Culver"), not indicted herein, was the President/Chief Executive Officer of Progressive Consulting Technologies, Inc. (hereinafter "PCTI"), not indicted herein. PCTI was the Technical Project Manager to oversee technology upgrades for the BCSD.

COUNT ONE

(Conspiracy to Pay a Bribe to an Agent of an Organization Receiving Federal Funds)

A. Introduction

1. The allegations contained in paragraphs 1 through 18 of the General Introduction of this Indictment are incorporated by reference as if set forth fully herein.

B. The Conspiracy and Its Objects

Beginning on or about sometime around February 1, 2011, and continuing until on or about April 2, 2017, the exact dates being unknown, in the Macon Division of the Middle District of Georgia, and elsewhere within the jurisdiction of the Court,

**CLIFFARD WHITBY
and
HAROLD KNOWLES**

hereinafter Defendants, and others, both known and unknown to the Grand Jury, knowingly and willfully conspired and agreed together and with each other, to pay a bribe to an agent of an organization receiving federal funds, in violation of Title 18, United States Code, Section 666(a)(2).

C. Object of the Conspiracy

1. It was the object of the conspiracy to offer and pay bribes to Dallemand in order to ensure Dallemand, in his capacity as Superintendent of the BCSD, took action favorable to Defendants on behalf of the BCSD.
2. It was further an object of the conspiracy that through the action Dallemand took on behalf of the BCSD, Defendants would profit.

D. Overt Acts

In furtherance of the conspiracy and to achieve the objects thereof, the Defendants committed and caused to be committed the following overt acts in the Middle District of Georgia, and elsewhere within the jurisdiction of the Court:

Overview of the BCSD's Involvement with the MPN

1. Sometime after February 1, 2011, the exact date being unknown, P.B. approached Dallemand about the MPN. P.B. asked Dallemand for his support with the MPN. At that time, Dallemand had his own plan, the Macon Miracle, and did not think the MPN was needed. Dallemand therefore declined to support the MPN at that time.
2. Sometime after Dallemand's meeting with P.B., but sometime before June 21, 2012, the exact date being unknown, **WHITBY** approached Dallemand about the MPN. **WHITBY** outlined the project to Dallemand and stated the MPN would be asking the BCSD for \$1,000,000.00. **WHITBY** explained this would be a ten-year commitment with the BCSD ultimately paying \$10,000,000.00 towards the MPN over the course of the ten years.
3. At **WHITBY'S** request, **WHITBY**, Dallemand, and R.H. met at a later occasion to discuss the MPN together. During this meeting, **WHITBY** outlined the proposal for the MPN with them seeking support from the BCSD for \$1,000,000.00 per year for ten years. **WHITBY** explained that part of the agreement would include a lease agreement for a building that **WHITBY** was going to use as part of the MPN.

WHITBY Offers Bribe to Dallemand for His Continued Support of the MPN

4. Sometime between August 17, 2011, and June 21, 2012, the exact date being unknown, **WHITBY** approached Dallemand to ensure Dallemand would support the MPN. **WHITBY**

thereafter offered Dallemand \$100,000.00 for his support of the MPN. Dallemand accepted this offer and agreed to support the MPN.

5. On a later date, but also sometime between August 17, 2011, and June 21, 2012, the exact date being unknown, **WHITBY** offered Dallemand ten percent (10%) of the \$1,000,000.00 the BCSD would pay for the MPN each year. Thus, **WHITBY** indicated that Dallemand would be paid \$100,000.00 every year for ten (10) years for his continued support of the MPN. Dallemand accepted this offer and understood that he needed to ensure the BCSD continued to financially support the MPN.
6. On or about June 21, 2012, the Board of Education voted to approve a resolution to support the MPN.
7. On or about June 27, 2012, the BCSD executed a Resolution agreeing to provide \$250,000.00 per school, for four (4) schools, per year of its “programs, resources, current-budgeted funds, and related in-kind contributions.”
8. The BCSD was provided an invoice dated July 13, 2013, from the CGPICD for \$1,000,000.00 for the MPN. This invoice was for renovations at the Macon Promise Center building.
9. R.C. and S.R. initially refused to pay this invoice, noting that the Board’s agreement was to provide in-kind contributions, not money. R.C. and S.R. also had concerns about where the money was to come from as this was not budgeted for the BCSD.
10. On or about July 25, 2012, Dallemand gave R.C. a letter instructing him to prepare a \$1,000,000.00 check for the **CGPICD**.
11. R.C. and S.R. continued to resist paying the \$1,000,000.00 invoice from **CGPICD** for the MPN.

12. On or about October 18, 2012, the Board voted and approved a Memorandum of Understanding between **CGPICD** and the BCSD. Through this Memorandum of Understanding, it was agreed that the BCSD would pay **CGPICD** \$1,000,000.00 to customize the interior of the Macon Promise Center building. The BCSD also agreed that it would provide up to \$325,000.00 per year for ten (10) years to the **CGPICD** for costs and services incurred in the implementation of the MPN. For 2013, these costs were anticipated to include operational expenses of the Macon Promise Center, including maintenance, as well as capital equipment and supplies. These payments of up to \$325,000.00 per year were in addition to the \$575,000.00 per year for ten (10) years that the BCSD had already agreed to pay to rent a portion of the Macon Promise Center from the **CGPICD**.
13. On or about October 30, 2012, the BCSD wrote a check for \$1,000,000.00 made payable to **CGPICD**.

KNOWLES Agrees to Funnel the Bribe Money to Dallemand

14. **WHITBY** and Dallemand both had concerns over **WHITBY** directly paying Dallemand the first \$100,000.00. **WHITBY** suggested that they create a company and route the money through the company. Until that was established, they agreed to use **KNOWLES** as a middleman to pass the money through.
15. Dallemand had previously met **KNOWLES** at an event in Tallahassee, Florida. Dallemand thereafter connected **WHITBY** and **KNOWLES** who began to communicate with one another. It was thereafter agreed that **WHITBY** would give **KNOWLES** \$100,000.00, which **KNOWLES** would then pass along to Dallemand.
16. Dallemand later learned from **WHITBY** and **KNOWLES** that the money had been transferred and that **KNOWLES** had a check for him.

Money Flow for the MPN to Pay Bribe to Dallemand

17. On or about November 2, 2012, three (3) days after the BCSD provided the \$1,000,000.00 check for the MPN, **CGPICD** gave a \$950,000.00 check to **POSITIVENTURES**.
18. On or about November 9, 2012, **POSITIVENTURES** gave a \$100,000.00 check to Knowles and Randolph.
19. On or about November 19, 2012, Knowles and Randolph gave Dallemand a check for \$100,000.00. Dallemand received this check from **KNOWLES** in or around the Tifton, Georgia area. This was the payment promised to Dallemand by **WHITBY** for Dallemand's continued support of the MPN.
20. The \$100,000.00 check that **KNOWLES** gave to Dallemand was from his law firm's IOLTA account, and in the memo line, **KNOWLES** wrote "Trust Refund."
21. **KNOWLES** also provided Dallemand with a letter that indicated the \$100,000.00 was being returned as money Dallemand had put in **KNOWLES'** trust account to purchase a house. Dallemand had never used **KNOWLES** as an attorney and had never given him money to keep in trust for any purpose.

KNOWLES Offers Stock to Dallemand

22. Sometime towards the end of 2012, the exact date being unknown, **KNOWLES** approached Dallemand about possible construction projects between Pinnacle and the BCSD. **KNOWLES** offered Dallemand stock in Pinnacle if Dallemand were able to secure future construction contracts for Pinnacle with the BCSD.
23. On or about November 11, 2012, **KNOWLES** sent Dallemand an email with a draft stock purchase agreement wherein Dallemand would obtain an unspecified amount of stock for \$500,000.00. In the email, **KNOWLES** noted that he made it "as simple and clean as

possible,” and would likely add more detail later, but wanted to give Dallemand an understanding of the basic format.

24. On or about December 1, 2012, **KNOWLES** sent Dallemand an email with another draft stock purchase agreement. C.M. was copied on this email, which indicated that once Dallemand approved the revised agreement, **KNOWLES** was ready to execute. The draft stock purchase agreement outlined that Dallemand would obtain 24 percent (24%) business interest of Pinnacle for \$500,000.00.
25. On or about December 2, 2012, **KNOWLES** sent Dallemand an email with another revised draft stock purchase agreement. This agreement also provided that Dallemand would obtain 24 percent (24%) business interest of Pinnacle for \$500,000.00. **KNOWLES** stated that Dallemand’s concerns were well-taken, and he tried to address them. **KNOWLES** stated he “tried to make it more transparent and specific. But in the global context of things, there are certain matters [he] had to leave in the document for [their] mutual protection.”
26. Though the draft stock purchase agreements sent by **KNOWLES** on November 11, 2012, December 1, 2012, and December 2, 2012, indicated that Dallemand would pay \$500,000.00, based on conversations Dallemand had with **KNOWLES**, Dallemand was not to pay **KNOWLES** or Pinnacle any money. Rather, Dallemand would obtain stock in Pinnacle by helping Pinnacle obtain contracts with the BCSD.
27. Ultimately, the BCSD did not enter into any construction contracts with Pinnacle. Thus, Dallemand never obtained any stock in Pinnacle and never signed the stock purchase agreements that **KNOWLES** had sent to him.

The BCSD Purchase of Proscenium Software from Pinnacle

28. Sometime between on or about November 19, 2012, and on or about December 18, 2012, the exact date being unknown, **WHITBY** and **KNOWLES** approached Dallemand about a transaction wherein Pinnacle would be the company “on paper” selling a software program to the BCSD. Dallemand was thereafter promised \$500,000.00 for his role in pushing through the BCSD’s purchase of Proscenium Software from Pinnacle.
29. On or about December 18, 2012, R.H., T.T., and Culver brought Dallemand the invoice from Pinnacle to purchase the Proscenium software for \$3,247,200.00. This was the invoice for the software deal for which **WHITBY** and **KNOWLES** promised Dallemand \$500,000.00. Dallemand thereafter indicated his support of the invoice.
30. At a later time on or about December 18, 2012, R.H., T.T., and Culver brought the Pinnacle invoice to S.R. to have her pay the invoice.
31. At a later time on or about December 18, 2012, S.R. approached Dallemand about the Pinnacle invoice. Dallemand thereafter directed S.R. to wire \$3,247,200.00 to Pinnacle.

Money Flow for Proscenium Software

32. On or about December 19, 2012, the BCSD wired \$3,247,200.00 to Pinnacle.
33. On or about January 8, 2013, Pinnacle gave Knowles and Randolph \$100,000.00.
34. On or about January 10, 2013, Knowles and Randolph gave **POSITIVENTURES** \$100,000.00.
35. On or about January 29, 2013, **POSITIVENTURES** gave **CGPICD** \$950,000.00.
36. Sometime after the BCSD wired the \$3,247,000.00 to Pinnacle, the exact date being unknown, **WHITBY**, **KNOWLES**, Dallemand, and C.M. met to discuss the money that was due to each of them following the transaction between the BCSD and Pinnacle.

37. Sometime in or around 2015, Dallemand contacted **KNOWLES** to inquire about the money that was owed to him from the Proscenium purchase. **KNOWLES** told Dallemand that there was no money left to pay Dallemand after **KNOWLES** had to pay taxes and hire people to work on the project.

WHITBY Establishes Corporation with Dallemand and Makes Continued Payments

38. On or about November 8, 2012, **WHITBY** and Dallemand established Belhannes LLC (herein after “Belhannes”) with the Georgia Secretary of State. Belhannes was established to allow **WHITBY** to transfer money to Dallemand.

39. **WHITBY** provided the payments outlined below to Dallemand. Each of the below monetary instruments were made payable to Belhannes LLC. These payments to Dallemand were made pursuant to the money that was promised to him for his support of the MPN.

Date on monetary instrument	Amount	Type of monetary instrument
August 15, 2013	\$40,000.00	Check
September 15, 2013	\$30,000.00	Check
January 21, 2015	\$120,000.00	Check
February 26, 2015	\$120,000.00	Check
July 15, 2015	\$24,000.00	Check
June 25, 2016	\$1,000.00	Money Order
June 25, 2016	\$1,000.00	Money Order
June 25, 2016	\$1,000.00	Money Order
June 25, 2016	\$400	Money Order

40. On or about April 2, 2017, **WHITBY** met with Dallemand at a restaurant in south Georgia and provided Dallemand with \$24,000.00 cash. These payment to Dallemand were made pursuant to the money that was promised to him from the MPN.

41. During this meeting, **WHITBY** mentioned that he was still owed \$1,200,000.00 from the various deals that took place with and involving the BCSD and Dallemand. **WHITBY** also expressed concern that if Dallemand and others named in a civil lawsuit stemming, in part,

from the Pinnacle deal with the BCSD, were to get judgments entered against them that **WHITBY** would not get the money owed to him. **WHITBY** also explained to Dallemand that the source of money that **WHITBY** intended to use to pay Dallemand's yearly \$100,000.00 was supposed to come from the yearly maintenance fee that the BCSD was going to pay towards the Macon Promise Center. However, after Dallemand left as the Superintendent of the BCSD, the BCSD cancelled all payments towards maintenance of the Macon Promise Center.

All in violation of Title 18, United States Code, Section 371 i/c/w Title 18, United States Code, Section 666(a)(2).

COUNT TWO

(Paying a Bribe to an Agent of an Organization Receiving Federal Funds)

1. The allegations contained in paragraphs 1 through 18 of the General Introduction of this Indictment are incorporated by reference as if set forth fully herein.
2. The allegations contained in paragraphs 1 through 41 of Section D of Count One of this Indictment are incorporated by reference as if set forth fully herein.
3. That beginning on or about November 9, 2012, and continuing to on or about November 19, 2012, in the Macon Division of the Middle District of Georgia, and elsewhere within the jurisdiction of the Court,

**CLIFFARD WHITBY
and
HAROLD KNOWLES**

aided and abetted by each other, did corruptly give, offer, and agree to give a thing of value to any person intended to influence and reward Dallemand in connection with a transaction and series of transactions of the BCSD involving more than \$5,000 to-wit: a payment of \$100,000.00 to Dallemand as a bribe for Dallemand, as Superintendent of the BCSD, to ensure the BCSD's

continued financial support of the MPN; all in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNTS THREE THROUGH SIX

(Paying a Bribe to an Agent of an Organization Receiving Federal Funds)

1. The allegations contained in paragraphs 1 through 18 of the General Introduction of this Indictment are incorporated by reference as if set forth fully herein.
2. The allegations contained in paragraphs 1 through 41 of Section D of Count One of this Indictment are incorporated by reference as if set forth fully herein.
3. That beginning on or about August 15, 2013, and continuing through on or about April 2, 2017, in the Macon Division of the Middle District of Georgia, and elsewhere within the jurisdiction of the Court,

CLIFFARD WHITBY

did corruptly give, offer, and agree to give a thing of value to any person intended to reward Dallemand in connection with a transaction and series of transactions of the BCSD involving more than \$5,000 to-wit: payments made to Dallemand pursuant to a promise made in 2012 to pay Dallemand for agreeing to take action as the Superintendent of the BCSD to support the MPN, on or about the dates listed below and in the amounts listed below:

Count	Approximate date of receipt	Type of monetary instrument	Date(s) on check(s)	Amount(s)
THREE	On or about sometime between June, 2013, and August, 2013, the exact date being unknown	Two (2) checks	August 15, 2013 September 15, 2013	\$40,000.00 \$30,000.00
FOUR	On or about sometime around January, 2015, the exact date being unknown	Two (2) checks	January 21, 2015 February 26, 2015	\$120,000.00 \$120,000.00

FIVE	On or about sometime around July, 2015, the exact date being unknown	One (1) check	July 15, 2015	\$24,000.00
SIX	April 2, 2017	Cash	-	\$24,000.00

all in violation of Title 18, United States Code, Section 666(a)(2).

COUNT SEVEN

(Offering to Pay a Bribe to an Agent of an Organization Receiving Federal Funds)

1. The allegations contained in paragraphs 1 through 18 of the General Introduction of this Indictment are incorporated by reference as if set forth fully herein.
2. The allegations contained in paragraphs 1 through 41 of Section D of Count One of this Indictment are incorporated by reference as if set forth fully herein.
3. That beginning on or about a date unknown, but including November 11, 2012, and continuing through on or about December 2, 2012, in the Macon Division of the Middle District of Georgia, and elsewhere within the jurisdiction of the Court,

HAROLD KNOWLES

did corruptly offer and agree to give a thing of value to any person intended to influence and reward Dallemand in connection with a transaction and series of transactions of the BCSD involving more than \$5,000 to-wit: **KNOWLES** offered to give Dallemand partial ownership of Pinnacle in exchange for Dallemand, as Superintendent of the BCSD, providing Pinnacle with future contracts with the BCSD; all in violation of Title 18, United States Code, Section 666(a)(2).

COUNT EIGHT
(Conspiracy to Launder the Proceeds of Unlawful Activity)

The allegations contained in paragraphs 1 through 18 of the General Introduction of this Indictment are incorporated by reference as if set forth fully herein.

A. The Conspiracy to Launder the Proceeds of Unlawful Activity

That from on or about October 12, 2012, and continuing through on or about January 29, 2013, in the Macon Division of the Middle District of Georgia, and elsewhere within the jurisdiction of the Court,

**CLIFFARD WHITBY,
HAROLD KNOWLES,
CENTRAL GEORGIA PARTNERSHIP FOR INDIVIDUAL AND COMMUNITY
DEVELOPMENT, and
POSITIVENTURES INITIATIVE, LLC**

hereinafter Defendants, and others both known and unknown to the Grand Jury, knowingly conspired and agreed together and with each other, and with others both known and unknown to the Grand Jury, to commit offenses under Title 18, United States Code, Section 1956, that is:

to knowingly conduct and attempt to conduct financial transactions affecting interstate commerce and foreign commerce, that is, paying a bribe to an agent of an organization receiving federal funds, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

B. Objects of the Money Laundering Conspiracy

1. It was the object of the money laundering conspiracy that Defendants hid the source of the proceeds of a bribe paid by **WHITBY** to Dallemand by passing money that had been obtained from the BCSD to **CGPICD** for the MPN and passing the money to **POSITIVENTURES**, and then to **KNOWLES'** law firms' trust account before providing the money to Dallemand.
2. It was further an object of the money laundering conspiracy that Defendants attempted to make the bribe paid to Dallemand appear to be a legitimate payment by writing the check from **KNOWLES'** law firm's trust account.

C. Manner and Means of the Money Laundering Conspiracy

1. The allegations contained in paragraphs 1 through 41 of Section D of Count One of this Indictment are incorporated by reference as if set forth fully herein.

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

FORFEITURE NOTICE

**(18 U.S.C. § 982(a)(1), 18 U.S.C. § 981(a)(1)(C),
and 28 U.S.C. § 2461(c) – Criminal Forfeiture)**

1. The allegations contained in Counts One through Eight of this Indictment are hereby re-alleged and incorporated by reference into this Notice for the purpose of alleging forfeitures to the United States of America, pursuant to the provisions of Title 18, United States Code, Section 982(a)(1), and Title 18, United States Code, Section 981(a)(1)(C), in conjunction with Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense(s) in violation of Title 18, United States Code, Section 371, in connection with Title 18, United States Code, Section 666(a)(2) set forth in Count One; Title 18, United States Code, Section 666(a)(2) set forth in Counts Two through Seven;

and/or Title 18, United States Code, Section 1956(h), in connection with Title 18, United States Code, Section 1956(a)(1)(B)(i) set forth in Count Eight of this Indictment, the defendant(s),

**CLIFFARD WHITBY,
HAROLD KNOWLES,
CENTRAL GEORGIA PARTNERSHIP FOR INDIVIDUAL AND COMMUNITY
DEVELOPMENT, and
POSITIVENTURES INITIATIVE, LLC**

shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(C), in conjunction with Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s), or a conspiracy to commit such offense; and/or any property, real or personal, involved in such offense(s), or any property traceable to such property, pursuant to Title 18, United States Code, Section 982(a)(1), including, but not limited to, a money judgment in an amount to be determined.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendant(s):

- (a) cannot be located upon exercise of due diligence;
- (b) has been transferred, sold to or deposited with, a third person;
- (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 subdivided 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) through Title 18, United States Code, Section 981(a)(1)(C).

All pursuant to 18 U.S.C. § 982, 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

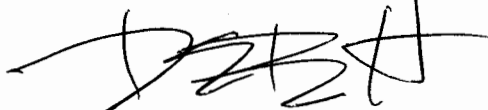
A TRUE BILL.

/s/ Foreperson of the Grand Jury
FOREPERSON OF THE GRAND JURY

G.F. PETERMAN, III
UNITED STATES ATTORNEY
Presented by:

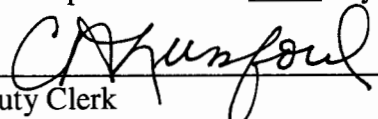


ELIZABETH S. HOWARD
ASSISTANT UNITED STATES ATTORNEY



DANIAL BENNETT
ASSISTANT UNITED STATES ATTORNEY

Filed in open court this 10 day of August, AD 2017.


Deputy Clerk