

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

OCT 13 2005

U. S. DISTRICT COURT
E. DISTRICT OF MO.

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

Criminal Number S1 05CR00519CEJ

WILLIAM DAVIDSON,)

Defendant.)

SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES that at all times relevant to this indictment:

COUNT 1

A. INTRODUCTION

1. Between on or about January 1, 1989 and continuing to the present,

DEFENDANT WILLIAM DAVIDSON operated several enterprises through which he provided computer consulting services, owned interests in restaurants and other businesses, owned property, invested in on-line gambling businesses, and offered recruiting and placement services to profit and non-profit business establishments.

2. On or about June 30, 1995, **DEFENDANT WILLIAM DAVIDSON**, a resident of St. Louis County, Missouri, entered into a six and a half year contract with a member of the Congregation of the Mission Midwest Province.

3. The Congregation of the Mission Midwest Province, "the Congregation," is a Vincentian religious order of the Catholic Church. The Vincentian priests and brothers of the Midwest Province serve the poor in rural and urban communities in Missouri, Kansas, Illinois,

Colorado, and in the country of Kenya. They also form and operate seminaries in the same areas.

4. Through on or about June 30, 1996, Father John Gagnepain led the Congregation as the Provincial, or president. Between July 1, 1996 through June 30, 2002, Father William Hartenbach served as the Provincial. Father James Swift succeeded Father Hartenbach as the Provincial on July 1, 2002.

5. In operating the Congregation, Provincials are assisted by a select group of Congregation members known as the Provincial Council. With regard to certain amounts of expenditures, the Provincial must consult with, and at times, obtain the consent of, the Provincial Council. The Provincial is also restricted in the ability to make contracts in the name of the Congregation.

6. Throughout the three administrations, one individual served the Congregation in the appointed position of Provincial Treasurer. Although he participated in some meetings of the Provincial Council, it was not in a voting capacity. His duties included: ensuring that civil laws concerning taxes and social security were exactly obeyed; keeping and preserving accurate records of expenditures and receipts; and, preparing annual financial reports for the Provincial, the Provincial Council, the Provincial Finance Committee, and the members of the Congregation.

7. Pursuant to the contract, between June 30, 1995 through November 5, 2002, **DEFENDANT WILLIAM DAVIDSON** assisted the Congregation in the: sale of motor vehicles, land, and other physical property; hiring and terminating employees; purchase of

computer equipment; constructing and furnishing physical structures; and preparation of internal audits.

8. Between on or about July 1, 1995 through on or about November 5, 2002, **DEFENDANT WILLIAM DAVIDSON** received goods and services in the form of computer equipment, clerical assistance, appliances, landscaping and lawn services, housekeeping services, and furniture without charge.

9. The contract required that **DEFENDANT WILLIAM DAVIDSON** would give the Congregation first priority service and would use his best efforts to perform services for the benefit of the Congregation.

10. In 1997, St Mary of the Barrens, an affiliate of the Congregation transferred ownership of land it owned in Perryville, Missouri to the Congregation with the intention of selling the land to the general public.

11. In 1997, leaders of the Congregation chose to develop the parcel in order to maximize the sale price of the land.

12. In 1997, **DEFENDANT WILLIAM DAVIDSON** accepted the task of assisting in the development and sale of the Perryville property pursuant to the terms of his contract and with the Congregation bearing all expenses relating to the development.

13. The Congregation bore all the expenses associated with the development of the Perryville property including: land surveys; lobbying of local and state governmental officials; and, extensions of water and sewage systems.

14. Pursuant to the consulting agreement, the Congregation paid **DEFENDANT WILLIAM DAVIDSON** for developing the Perryville property, and reimbursed him for any expenses incurred.

15. Between on or about January 1, 1998 until on or about December 31, 1998, the Congregation paid **DEFENDANT WILLIAM DAVIDSON** in excess of \$827,000.00 pursuant to the consulting contract.

16. On or about February 1, 1998, **DEFENDANT WILLIAM DAVIDSON** changed the mailing address of two Congregation checking accounts at Allegiant Bank, now known as National City Bank, from the Congregation's headquarters in Earth City, Missouri to his personal residence in St. Louis County, Missouri.

17. Between on or about February 25, 1998 through on or about November 5, 2002, **DEFENDANT WILLIAM DAVIDSON** received compensation from the Congregation for selling vehicles owned by the Congregation to persons known and unknown to the Congregation.

18. In October, 1998, the Congregation contracted with agencies in St. Louis County, Missouri and St. Genevieve County, Missouri to broker real estate transactions for the Congregation in the sale of the property in Perryville, Missouri.

19. In October, 1998, the real estate agency located in St. Louis, Missouri mailed a letter to a member of the Congregation known to the Grand Jury informing him that the two real estate agencies were to pay **DEFENDANT WILLIAM DAVIDSON** a percentage of their commissions for his assistance in developing the Perryville property.

20. Between 1998 and 2002, **DEFENDANT WILLIAM DAVIDSON** and companies affiliated with him shared in the profits from real estate transactions involving property owned by the Congregation.

21. Between on or about January 1, 1999 until on or about December 31, 1999, the Congregation paid **DEFENDANT WILLIAM DAVIDSON** in excess of \$260,000.00 pursuant to the consulting contract.

22. Between on or about January 1, 1998 until on or about December 31, 2000, **DEFENDANT WILLIAM DAVIDSON** received payments from individuals and companies engaged in constructing the Lazarist Residence, a housing development for members of the Congregation, in an amount exceeding \$262,000.00, in addition to consulting fees paid by the Congregation for services rendered on the same project.

23. Between on or about January 1, 1999 until on or about December 31, 1999, **DEFENDANT WILLIAM DAVIDSON** received \$19,399.33 from the St. Louis County, Missouri real estate agency representing 2% of their commissions from sales of parcels from the Perryville property.

24. On or about November 16, 1999, a corporation known to the Grand Jury received an option to purchase approximately 10 acres of the Perryville property from the Congregation by November 30, 2001 for the sum of \$1.00.

25. Between on or about January 1, 2000 until on or about December 31, 2000, the Congregation paid **DEFENDANT WILLIAM DAVIDSON** in excess of \$229,000.00 pursuant to the consulting contract.

26. Between on or about January 1, 2000 through on or about November 5, 2002, **DEFENDANT WILLIAM DAVIDSON** received payments from the Lazarist Residence in an amount exceeding \$99,635.84 for housekeeping and food preparation services to the housing facility.

27. Between on or about January 1, 2000 through on or about November 5, 2002, **DEFENDANT WILLIAM DAVIDSON** withheld tax payments for employees of Davidson and Associates who were working at the Lazarist Residence. The tax payments were equivalent to 20% of the employees wages. Rather than forwarding the payments to the Internal Revenue Service on behalf of the employees, **DEFENDANT WILLIAM DAVIDSON** converted the payments to his own use and the use of others.

28. In October, 2000, the real estate agency in St. Genevieve County, Missouri became the exclusive broker for the Congregation in the sale of the property in Perryville, Missouri.

29. In October, 2000, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury agreed to split any profits realized by a corporation known to the Grand Jury from the sale and development of the Perryville property.

30. Between on or about January 1, 2001 until on or about December 31, 2001, the Congregation paid **DEFENDANT WILLIAM DAVIDSON** in excess of \$171,380.00 pursuant to the consulting contract.

31. Between on or about January 1, 2001 through on or about December 31, 2001, a party known to the Grand Jury paid **DEFENDANT WILLIAM DAVIDSON** commissions in excess of \$91,000.00 from the sale of the Perryville property.

32. Beginning on or about January, 2001 through March, 2002, various corporations contacted the St. Genevieve County, Missouri real estate company representing the Congregation in order to purchase parcels of the Perryville property.

33. Beginning March, 2001, **DEFENDANT WILLIAM DAVIDSON** possessed an ownership interest in a business known as JBBC Enterprises, LLC which focused upon the hospitality industry.

34. On or about April 2, 2002, a corporation known to the Grand Jury purchased 10 acres of the Perryville property from the Congregation for \$225,000.00.

35. On or about April 30, 2002, a corporation known to the Grand Jury sold the 10 acres of Perryville property purchased from the Congregation on April 2, 2002 to Jefferson County Bancshares doing business as Eagle Bank, "Eagle Bank," for \$348,120.00.

36. On or about April 30, 2002, the corporation which purchased and sold the Perryville property instructed Eagle Bank to distribute \$61,547.00 of the proceeds of the sale to JBBC Enterprises, LLC.

37. On or about November 5, 2002, the Congregation was unable to account for approximately \$172,000.00 due for the sale of vehicles owned by the Congregation between on or about February 25, 1998 through on or about November 1, 2002.

38. As of November 5, 2002, excluding benefits, **DEFENDANT WILLIAM DAVIDSON** received more than \$3,400,000.00 in compensation from the Congregation directly and through companies associated with him.

39. On or about November 5, 2002, Father Swift, the Provincial, gave instructions to his legal counsel to terminate the consulting contract with **DEFENDANT WILLIAM DAVIDSON**.

B. THE CONSPIRACY

1. Beginning in or about January 1998, and continuing through on or about November 1, 2002, in the Eastern District of Missouri and elsewhere, the defendant, **WILLIAM DAVIDSON**, did unlawfully, willfully, and knowingly combine, conspire, and agree with persons known and unknown to the grand jury to commit the following offense against the United States:

a. to cause to be delivered by mail by the United States Postal Service or interstate carrier matters and things, according to the directions thereon, for the purpose of executing a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Sections 1341 and 1346;

C. FORM AND SUBSTANCE OF THE CONSPIRACY

1. The object of the conspiracy was for **DEFENDANT WILLIAM DAVIDSON** and others known to the Grand Jury to profit financially, by fraudulent and other illegal means, from the sale of property owned by the Congregation in Perryville, Missouri.

D. OVERT ACTS

In furtherance of and to effect the objects of the conspiracy, one or more of the co-conspirators committed and caused to be committed one or more of the following overt acts in the Eastern District of Missouri and elsewhere:

a. On or about November 16, 1999, Michael Ryan, Inc. obtained an option to purchase specific parcels of property from the Congregation for \$10,000.00 to \$15,000.00 per acre with an expiration date of November 30, 2001.

b. On or about October, 2000, **DEFENDANT WILLIAM DAVIDSON** and a party known to the Grand Jury agreed to share in the profits of Perryville property purchased from the Congregation and sold by Michael Ryan, Inc.

c. Between on or about November, 2000, and continuing to the present, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury withheld from the Congregation an offer from Eagle Bank to purchase an acre of the Perryville property known as Lot 1 Final Plat Corporate Park, "the parcel," in excess of \$348,000.00.

d. On or about April 30, 2001, Eagle Bank negotiated with **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury to obtain an option to purchase the parcel from Michael Ryan, Inc.

e. Between on or about April, 2001 and continuing to on or about April, 2002, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury developed the parcel in accordance with the terms established by Eagle Bank using the funds and credit of the Congregation.

f. On or about March 15, 2002, after the Congregation developed the parcel to the specifications of Eagle Bank, Eagle Bank mails a letter to a person known to the Grand Jury containing a contract to purchase the parcel from Michael Ryan, Inc. for \$348,120.00.

g. On or about March 18, 2002, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury utilized Michael Ryan, Inc. in offering to purchase the parcel for \$225,000.00 from the Congregation.

h. On or about March 20, 2002, a representative of Michael Ryan, Inc. contracts to sell the parcel to Eagle Bank.

i. On or about March 25, 2002, a member of the Congregation, known to the Grand Jury, contracts to sell the parcel to Michael Ryan, Inc.

j. On or about March 25, 2002, counsel for Eagle Bank mails a letter containing a copy of the contract to sell the parcel by Michael Ryan, Inc. to the president of Eagle Bank.

k. On or about April 2, 2002, Michael Ryan, Inc. purchased the parcel from the Congregation for \$80,000.00 with a \$145,000.00 promissory note for the balance of the purchase payable May 31, 2002 without disclosing the original offer from Eagle Bank.

l. On or about April 30, 2002, Michael Ryan, Inc., through a person known to the Grand Jury, sold the parcel to Eagle Bank.

m. On or about April 30, 2002, Michael Ryan, Inc., through a person known to the Grand Jury, instructed Eagle Bank to disburse \$61,547.00 of the proceeds of the sale to JBBC Enterprises, LLC for the benefit of **DEFENDANT WILLIAM DAVIDSON**.

n. Beginning on or about November 30, 2000 and continuing to on or about September 15, 2001, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury

withheld from the Congregation an offer from McBride and Son Homes, Inc., “McBride and Son” to purchase three parcels of property containing approximately 165 acres, “the acreage.”

o. On or about May 2, 2001, a representative of McBride and Son mailed a letter containing contracts for the sale of land and earnest money deposits to Mr. Dave Weber with Ste. Genevieve Abstract in Ste. Genevieve, Missouri.

p. On or about September 15, 2001, a person known to the Grand Jury purchased a parcel containing ten acres of the acreage from the Congregation for \$1.00.

q. On or about September 19, 2001, McBride and Son Homes mailed a letter to a member of the Congregation known to the Grand Jury waiving aspects of the contract for sale of the remaining portion of the acreage.

r. On or about October 16, 2001, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury, utilizing Michael Ryan, Inc., sold McBride and Son the ten acres purchased by the person known to the Grand Jury for \$25,000.00 per acre.

s. On or about October 16, 2001, on behalf of the Congregation, **DEFENDANT WILLIAM DAVIDSON** and a person known to the Grand Jury negotiated the sale of the remaining 155 acres for less than \$10,000.00 per acre.

t. On or about October 16, 2001, Michael Ryan, Inc., through a person known to the Grand Jury, instructed McBride and Son Homes to disburse \$166,137.39 of the profit it realized from the sale of the ten acres to JBBC Enterprises, LLC for the benefit of **DEFENDANT WILLIAM DAVIDSON**.

COUNT 2

A. INTRODUCTION

The Grand Jury realleges the facts set forth in paragraph A of Count 1.

At all times relevant to the indictment, Boatmen's Bank, now known as Bank of America, was a financial institution with assets insured by the Federal Deposit Insurance Corporation.

Between on or about December 1, 1996 and continuing to on or about December 31, 2000, in the Eastern District of Missouri and elsewhere, the **DEFENDANT WILLIAM DAVIDSON**, being aided and abetted, counseled and induced by persons known and unknown to the Grand Jury, devised a scheme and artifice to obtain moneys, funds, and assets owned by and under the custody and control of Boatmen's Bank by means of false and fraudulent pretenses and representations.

B. SCHEME AND ARTIFICE TO DEFRAUD

The scheme and artifice to defraud was in substance as follows:

1. It was part of the scheme and artifice to defraud that Boatmen's Bank purchased Series 1996 Housing Facilities Revenue Bonds issued by the Housing Authority of St. Louis County, Missouri for the Congregation's Lazarist Residence Project in the amount of \$7,000,000.00.

2. It was further a part of the scheme and artifice to defraud that the agreements between Boatmen's Bank and the Congregation relating to the \$7,000,000.00 investment provided that the funds were to be used exclusively for the purchase of the site and the construction of the Lazarist Residence.

3. It was further a part of the scheme and artifice to defraud that certified resolutions attesting to certain decisions allegedly made by the Board of Directors of the Congregation were presented to Boatmen's Bank.

4. It was further a part of the scheme and artifice to defraud that the site and the building secured the bond investment by Boatmen's Bank.

5. It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** accepted employment from the Congregation as the project manager for the construction of the Lazarist Residence.

6. It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** received compensation from the Congregation for his duties as project manager of the Lazarist Residence.

7. It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** induced contractors and sub-contractors to pay a portion of their compensation to him.

8. It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** submitted fraudulent invoices and utilized other methods to inflate amounts owed to the contracting companies from the Congregation.

9. It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** charged personal expenses and items to the construction of the Lazarist Residence.

10 It was further a part of the scheme and artifice to defraud that **DEFENDANT WILLIAM DAVIDSON** and persons known to the Grand Jury failed to report the use of the bond proceeds for overpayments and personal expenses as required by the loan agreement with Boatmen's Bank.

C. On or about February 1, 1999, in the Eastern District of Missouri, the **DEFENDANT WILLIAM DAVIDSON** executed and attempted to execute the scheme and artifice as set forth above, in that the defendant used, and attempted to use, bond proceeds to purchase appliances for his personal residence with a value exceeding \$1,000.00.

All in violation of Title 18, United States Code, Sections 1344, 1346, and 2.

COUNTS 3 THROUGH 18

A. INTRODUCTION

The Grand Jury realleges the facts set forth in paragraph A of Count 1.

B. SCHEME AND ARTIFICE TO DEFRAUD

The Grand Jury realleges the facts set forth in paragraph B of Count 2.

C. On or about the dates listed below, in the Eastern District of Missouri, the defendant, **WILLIAM DAVIDSON** executed and attempted to execute the scheme and artifice as set forth above, in that the defendant obtained and attempted to obtain payments from the contractors and sub-contractors listed below, which he concealed from Boatmen's Bank and the Congregation of the Mission.

<u>COUNT</u>	<u>DATE</u>	<u>PAYEE</u>	<u>PAYOR</u>	<u>AMOUNT</u>
3	2/11/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$ 2,204.67
4	3/8/98	BILL DAVIDSON	K. LAMACK CONSTRUCTION CO. INC.	\$ 4,818.67
5	3/19/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$ 9,044.48
6	4/14/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$ 72,012.07
7	5/26/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$ 6,931.25
8	6/11/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$16,265.25
9	7/17/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$10,545.96
10	8/7/98	BILL DAVIDSON	K. LAMACK CONSTRUCTION CO. INC.	\$ 9,000.00
11	8/7/98	BILL DAVIDSON	K. LAMACK CONSTRUCTION CO. INC.	\$ 1,000.00
12	8/17/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$17,705.67

13	8/19/98	KMS ENTERPRISES	CAPITAL RESTORATION	\$57,500.00
14	10/8/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$16,810.54
15	10/23/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$16,876.72
16	11/24/98	KMS ENTERPRISES	KATSINAS CONSTRUCTION	\$15,457.64
17	11/2/99	DEBRA BREWER	K. LAMACK CONSTRUCTION CO. INC.	\$ 3,810.00
18	3/8/00	BILL DAVIDSON	K. LAMACK CONSTRUCTION CO. INC.	\$ 4,700.00

All in violation of Title 18, United States Code, Sections 1344, 1346, and 2.

COUNTS 19 THROUGH 22

A. INTRODUCTION

The Grand Jury realleges the facts set forth in paragraph A of Count 1.

B. That during the calendar years set forth below, in the Eastern District of Missouri, the defendant, **WILLIAM DAVIDSON**, a resident of St. Louis County, Missouri, had and received taxable income in the sum set forth below; that upon said taxable income there was owing to the United States of America an income tax of the amount listed below; that well-knowing and believing those facts, **DEFENDANT WILLIAM DAVIDSON**, on or about the following tax

filing dates, in the Eastern District of Missouri, did willfully attempt to evade and defeat the said income tax due and owing by him to the United States of America for said calendar year by failing to make an income tax return on or before the following tax filing dates, as required by law, to any proper officer of the Internal Revenue Service, by failing to pay to the Internal Revenue Service said income tax, and by concealing and attempting to conceal from all proper officers of the United States of America his true and correct income.

<u>COUNT</u>	<u>CALENDAR YEAR</u>	<u>TAXABLE INCOME</u>	<u>TAX OWED</u>	<u>FILING DATE</u>
19	1998	\$1,082,697.00	\$418,665.00	April 15, 1999
20	1999	\$ 165,034.00	\$ 34,947.00	April 15, 2000
21	2000	\$ 304,451.00	\$ 96,564.00	April 15, 2001
22	2001	\$ 295,389.00	\$103,203.00	April 15, 2002

All in violation of Title 26, United States Code, Section 7201.

COUNTS 23 THROUGH 25

On or about the following dates, in the Eastern District of Missouri, the defendant, **WILLIAM DAVIDSON**, did knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the deposit of funds into a financial account at the listed institution, which involved the proceeds of a specified unlawful activity, that is mail fraud, with the intent to engage in conduct constituting a violation of Title 26, United States Code, Section 7201, to wit, tax evasion and that while and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is the funds in the amounts set forth below, represented the proceeds of some form of unlawful activity.

<u>COUNT</u>	<u>DATE</u>	<u>ACCOUNT</u>	<u>FINANCIAL INSTITUTION</u>	<u>AMOUNT</u>
23	10/16/01	JBBC ENTERPRISES LLC	BANK OF VERSAILLES VERSAILLES, MO	\$166,137.69
24	10/18/01	DAVIDSON & ASSOCIATES	CIBC OPPENHEIMER WORLD MARKETS NEW YORK, NY	\$166,137.69
25	4/30/02	JBBC ENTERPRISES LLC	BANK OF VERSAILLES VERSAILLES, MO	\$ 61,547.00

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(ii) and 2.

COUNTS 26 THROUGH 29

On or about the following dates, in the Eastern District of Missouri, the defendant, **WILLIAM DAVIDSON**, did knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, to wit, the transaction listed below, which involved the proceeds of specified unlawful activities, that is mail fraud, bank fraud, wire fraud, and interstate transportation of stolen motor vehicles, and access device fraud, with the intent to engage in conduct constituting a violation of Title 26, United States Code, Section 7201, to wit, tax evasion and that while and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is the funds in the amounts set forth below, represented the proceeds of some form of unlawful activity.

<u>COUNT</u>	<u>DATE</u>	<u>TRANSACTION</u>	<u>INSTITUTION</u>	<u>AMOUNT</u>
26	3/5/01	INVESTMENT PURCHASE	CDM PROPERTIES MANAGEMENT	\$200,000.00
27	7/30/01	INVESTMENT PURCHASE	PRIMARY WEBLINK	\$ 30,000.00
28	9/12/01	INVESTMENT PURCHASE	JBBC ENTERPRISES, LLC	\$ 75,000.00
29	4/30/02	CAPITAL IMPROVEMENT	BIG DICK'S HALFWAY INN	\$ 61,547.00

All in violation of title 18, United States Code, Sections 1956(a)(1)(A)(ii) and 2.

COUNT 30

CRIMINAL FORFEITURE

1. The grand jury realleges and incorporates by reference Counts 1 through 18 and 23 through 29 of this Indictment as if fully set forth herein for the purposes of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(1).

2. The property, real and personal, of defendant **WILLIAM DAVIDSON** obtained, directly or indirectly, as a result of the violation of law set out in Counts 1 through 18 and 23 through 29 of this Indictment and which was used or intended to be used in any manner or part to commit or facilitate the commission of such violations while defendant **WILLIAM DAVIDSON** engaged in the criminal conduct alleged in Counts 1 through 18 and 23 through 29 of this Indictment, is property subject to forfeiture under the provisions of Title 18, United States Code, Section 982(a)(1).

3. Specifically subject to forfeiture is approximately \$1,800,000.00 in United States Currency in that such sum in the aggregate is property constituting, or derived from any proceeds the defendant obtained directly or indirectly as a result of the offense alleged in Counts 1 through 18 and 23 through 29.

4. Properties subject to forfeiture as set out in paragraph 2 above, include, but are not limited to:

Personal property as follows:

- a. Residence located at 1428 Westhampton View Lane, Chesterfield, Missouri titled in the name of DAD & Associates, including all appurtenance and furniture

- b. Men's Rolex Watch valued at \$1,000.00
- c. Men's Diamond Engagement Ring valued at \$10,000.00
- d. Property known as Beldane's Guest House located at 812 North 3rd Street, Louisiana, Missouri 63353 titled in the name of Culinary Enterprises LLC
- e. Property known as Beldane's Restaurant Site located on Highway 54, Louisiana, Missouri 63353 titled in the name of Culinary Enterprises LLC
- f. 2004 Jeep Wrangler, vehicle identification number 1J4FA49S04P765445, registered in the name of Debra A. and William J. Davidson
- g. 2003 GMC Envoy, vehicle identification number 1GKDT13S132140390, registered in the name of Culinary Enterprises LLC and William Davidson
- h. 1998 Buick Regal, vehicle identification number 1G1NE52M2W6125164, registered in the name of William and Debra Davidson
- i. Funds in National City Bank account number 708695200 in the name of William J. Davidson or Debra A. Brewer-Davidson
- j. Funds in National City Bank account number 408016201 in the name of William J. Davidson or Debra A. Brewer-Davidson
- k. Funds in National City Bank account number 040409216 in the name of Emprise Capital, LLC
- l. Funds in CIBC Oppenheimer account number 067-24927 in the name of William J. Davidson

- m. Funds in CIBC Oppenheimer account number 067-28122 in the name of Davidson, Machnicki & Associates, LLC DBA Talent, Inc.
- n. Funds in CIBC Oppenheimer account number 067-28343 in the name of DAD & Associates LLC
- o. Funds in CIBC Oppenheimer account number 067-30413 in the name of William J. Davidson and Debra Davidson JTWROS
- p. Funds in CIBC Oppenheimer account number 267-04476 in the name of William J. Davidson Jurika & Voyles Management
- q. Funds in CIBC Oppenheimer account number 267-04561 in the name of DAD & Associates, LLC Jurika & Voyles Management
- r. Funds in CIBC Oppenheimer account number 267-05242 in the name of DAD & Associates LLC IAS/Brandes Investment Partners
- s. Edward D. Jones & Co. account number 6110550214 in the name of William Davidson
- t. Edward D. Jones & Co. account number 6110730618 in the name of William J. Davidson and Debra A. Davidson
- u. Fidelity Investments account number Y01-180122 in the name of William J. Davidson
- v. Raymond James & Associates, Inc. account number 43827656 in the name of William J. Davidson
- w. Raymond James & Associates, Inc. account number 78073344 in the name of William J. Davidson

- x. Property known as Brick Street Enterprises doing business as Brick Street Bistro located at 140 North Main Street, St. Charles, Missouri 63301, listed in the name of Dan Gould, including all appurtenance, fixtures, and furniture
- y. Enterprise Bank account number 0000083360 in the names of Dan Gould & William Davidson

5. If any of the property described in paragraphs 2 and 3 above, as a result of any act or omission of the defendant,

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred to, 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; and/or
- (e) has been commingled with other property that cannot be subdivided without difficulty;

It is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other property of the defendant up to the value of the property described in paragraphs 2 and 3 above, or elsewhere, as being subject to forfeiture.

A TRUE BILL.

FOREPERSON

CATHERINE L. HANAWAY
United States Attorney

TRACY LYNN BERRY, #508314
Assistant United States Attorney