

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	No.
)	
v.)	
)	
JAMAL E. LAWSON, SR.)	Violation: Title 18, United States Code, Section 1343

COUNT ONE

The SPECIAL SEPTEMBER 2011 GRAND JURY charges:

1. At times material to this Indictment:

(a) Defendant JAMAL E. LAWSON, SR. incorporated, caused to be incorporated, and was an officer of companies including Evangel Capital Group LLC and Evangel Capital Partners Ltd. (hereinafter referred to collectively as “Evangel Capital”), Ascendant Capital Partners LLC and Ascendant Commercial Mortgage (hereinafter referred to collectively as “Ascendant Capital”), and Destiny Capital Group LLC and Destiny Capital Partners Ltd. (hereinafter referred to collectively as “Destiny Capital”). LAWSON and his companies operated from locations in Dayton and Englewood, Ohio and elsewhere.

(b) Victims A, B, and C were churches located in Chicago, Illinois.

2. Beginning not later than June 2009 and continuing until at least December 2010, in the Northern District of Illinois, Eastern Division, and elsewhere,

JAMAL E. LAWSON, SR.,

defendant herein, devised and intended to devise, and participated in a scheme to defraud and to obtain money from churches and small businesses, including Victims A, B, and C and others, by means of materially false and fraudulent pretenses, representations, and promises.

3. It was part of the scheme to defraud that defendant JAMAL E. LAWSON, SR. offered to provide loans to pastors of churches and owners of small businesses in Illinois and other states (“the borrowers”) through one of his companies, namely, Evangel Capital, Ascendant Capital, and Destiny Capital.

4. It was part of the scheme that defendant JAMAL E. LAWSON, SR. advertised low-interest loans to churches and small businesses and, after receiving a loan application, defendant LAWSON advised the borrowers that his companies had approved the loans in amounts ranging from approximately \$300,000 to \$206,000,000 and that firm closing dates had been set when, as defendant LAWSON well knew, he lacked the ability to fund the loans through his companies, and he had not secured funding commitments nor closing dates from other outside lenders.

5. It was further part of the scheme that JAMAL E. LAWSON, SR. told the borrowers that, before any loans would be disbursed, they were required to pay certain advance fees in amounts ranging from approximately \$1,250 to \$35,000 as “engagement fees” or “underwriting fees” that would purportedly be used for purposes such as obtaining appraisals,

loan documents, title reports, and audited financial statements of the borrowers' churches and small businesses.

6. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. directed the borrowers to pay the advance fees by mailing checks or transferring funds to accounts that defendant LAWSON controlled, including an account held at Chase Bank in the name of Evangel Capital.

7. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. received at least \$308,000 in advance fees paid by the borrowers as a result of defendant LAWSON's fraudulent promises and representations.

8. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. failed to use the advance fees for the purposes that he represented and, instead, used the money for personal purposes, such as travel, clothing, food, or vehicle-related expenses.

9. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. falsely represented to the borrowers that he would refund their loan application fees if they did not receive the proceeds of the loans for which they had applied when, in fact, as defendant LAWSON well knew, he did not have the intent or funds to provide such refunds.

10. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. promised the borrowers and their agents that his companies would fund a total of at least \$537,400,000 in loans to approximately 20 churches and 13 small businesses in Illinois, Georgia, New Jersey, North Carolina, Ohio, Oregon, Virginia, and elsewhere, when, as

defendant LAWSON well knew, he lacked the ability to fund the loans through his companies and had not secured funding commitments from other outside lenders.

11. It was further part of the scheme that neither defendant JAMAL E. LAWSON, SR. nor his companies funded any loans to the borrowers, despite having collected at least \$308,000 in advance fees from the borrowers and their agents.

Victim A

12. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. and his agents advised Victim A that defendant LAWSON and his companies would finance a mortgage loan in the amount of \$742,000, to be secured by property that Victim A intended to purchase in Shorewood, Illinois, when, as defendant LAWSON well knew, he lacked the ability to fund the loan through his companies, and he had not secured funding commitments from other outside lenders for the loan.

13. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. and his agents advised Victim A that a closing date of on or about October 28, 2009 had been set for the mortgage loan when, as defendant LAWSON well knew, a closing date had not been scheduled, defendant lacked the financial ability to fund the loans through his companies, and defendant had not secured funding commitments from other outside lenders.

14. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. and his agents advised Victim A that, upon the acceptance of their loan application, they were required to pay an advance fee of \$3,950 in order to obtain appraisals, loan documents, title

reports, and audited financial statements when, in fact, defendant LAWSON intended to use the money for personal purposes.

15. It was further part of the scheme that, after receiving the advance fee of \$3,950 from Victim A, defendant JAMAL E. LAWSON, SR. never provided nor arranged to provide the \$742,000 loan to Victim A.

Victim B

16. It was further part of the scheme that defendant JAMAL E. LAWSON advised Victim B that LAWSON and his companies would finance a mortgage loan in the amount of \$1,546,000 when, as defendant LAWSON well knew, he lacked the ability to fund the loan through his companies, and he had not secured funding commitments from other outside lenders for the loan.

17. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. advised Victim B that a closing date of on or about October 30, 2009 had been set for the mortgage loan when, as defendant LAWSON well knew, a closing date had not been scheduled, defendant lacked the financial ability to fund the loans through his companies, and defendant had not secured funding commitments from other outside lenders.

18. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. advised Victim B that, upon the acceptance of their loan application, they were required to pay an advance fee of \$4,000 in order to obtain appraisals, loan documents, title reports, and audited financial statements when, in fact, defendant LAWSON intended to use money for personal purposes.

19. It was further part of the scheme that, after receiving the advance fee of \$4,000 from Victim B, defendant JAMAL E. LAWSON, SR. never provided nor arranged to provide the \$1,546,000 loan to Victim B.

Victim C

20. It was further part of the scheme that defendant JAMAL E. LAWSON advised Victim C that LAWSON and his companies would finance a mortgage loan in the amount of \$3,045,000 when, as defendant LAWSON well knew, he lacked the ability to fund the loan through his companies, and he had not secured funding commitments from other outside lenders for the loan.

21. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. advised Victim C that a closing date of not later than November 1, 2009 had been set for the mortgage loan when, as defendant LAWSON well knew, a closing date had not been scheduled, defendant lacked the financial ability to fund the loans through his companies, and defendant had not secured funding commitments from other outside lenders.

22. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. advised Victim C that, upon acceptance of their loan application, they were required to pay an advance fee of \$3,950 in order to obtain appraisals, loan documents, title reports, and audited financial statements when, in fact, defendant LAWSON used the money for personal purposes.

23. It was further part of the scheme that, after receiving the advance fee of \$3,950 from Victim C, defendant JAMAL E. LAWSON, SR. never provided nor arranged to provide the \$3,045,000 loan to Victim C.

24. It was further part of the scheme that defendant JAMAL E. LAWSON, SR. concealed, misrepresented, and hid, and caused to be concealed, misrepresented, and hidden, the existence and purpose of the scheme and the acts done in furtherance of the scheme.

25. On or about August 10, 2009, at Chicago, in the Northern District of Illinois,
JAMAL E. LAWSON, SR.,
defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a wire transfer through the Federal Reserve System of approximately \$3,950 from an account at Shore Bank in Chicago, Illinois, to the Evangel Capital Group LLC account at Chase Bank in Dayton, Ohio, which transfer of funds represented advance fees paid by Victim A for a loan that was never funded by LAWSON or his companies;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations in Paragraphs 1 through 24 of Count One of this Indictment are hereby re-alleged and incorporated herein by reference.

2. On or about August 25, 2009, at Chicago, in the Northern District of Illinois,

JAMAL E. LAWSON, SR.,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a wire transfer through the Federal Reserve System of approximately \$4,000 from an account at Bank Financial in Chicago, Illinois, to the Evangel Capital Group LLC account at Chase Bank in Dayton, Ohio, which transfer of funds represented advance fees paid by Victim B for a loan that was never funded by LAWSON or his companies;

In violation of Title 18, United States Code, Section 1343.

COUNT THREE

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations in Paragraphs 1 through 24 of Count One of this Indictment are hereby re-alleged and incorporated herein by reference.

2. On or about September 10, 2009, at Chicago, in the Northern District of Illinois,

JAMAL E. LAWSON, SR.,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, and signals, namely, a wire transfer through the Federal Reserve System of approximately \$3,950 from an account at Shore Bank in Chicago, Illinois, to the Evangel Capital Group LLC account at Chase Bank in Dayton, Ohio, which transfer of funds represented advance fees paid by Victim C for a loan that was never funded by LAWSON or his companies;

In violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATION

The SPECIAL SEPTEMBER 2011 GRAND JURY further alleges:

1. The allegations in Counts One through Three of this Indictment are hereby re-alleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of his violations of Title 18, United States Code, Section 1343, as alleged in Counts One through Three of the foregoing Indictment,

JAMAL E. LAWSON, SR.,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the charged offenses, including but not limited to, \$308,000 in currency.

3. If any of the forfeitable property described above, as a result of any act or omission by the defendant:

- 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 under the provisions of Title 21, United States Code, Section 853(p), up to the value of the above forfeitable property as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOR PERSON

UNITED STATES ATTORNEY