

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA) No.
)
 v.)
) Violations: Title 18, United States Code,
 JOWHAR SOULTANALI,) Sections 666(a)(1)(B), 666(a)(2), 1341
 KABIR KASSAM,)
 BRILLIANCE ACADEMY, INC.,)
 BABBAGE NET SCHOOL, INC.,)
 ARTURO MARTINEZ,)
 CEDRIC PETERSEN,)
 ARMANDO RODRIGUEZ, and)
 BRIAN HARRIS)

COUNT ONE

The SPECIAL FEBRUARY 2014 GRAND JURY charges:

1. At times material to this indictment:
 - a. BRILLIANCE ACADEMY, INC., and its wholly-owned subsidiary, BABBAGE NET SCHOOL, INC., located in Niles, Illinois, purported to provide government-funded tutoring services (“supplemental educational services”) to low-income public-school children around the country. BRILLIANCE purported to tutor students on-site at schools, while BABBAGE purported to tutor students through laptop computers provided to students.
 - b. Defendant JOWHAR SOULTANALI was the Director of Operations for BRILLIANCE and BABBAGE.
 - c. Defendant KABIR KASSAM was the President of BRILLIANCE and BABBAGE, and defendant SOULTANALI’s son.
 - d. Individual A was the Executive Director of BRILLIANCE and BABBAGE.

e. Individual B was a computer programmer, and provided computer consulting services to BRILLIANCE and BABBAGE.

f. Individual C was the Senior Administrator of Billing for BRILLIANCE and BABBAGE, and supervised BRILLIANCE and BABBAGE's billing.

g. Individual D was a Senior Regional Manager for BRILLIANCE and BABBAGE, and oversaw BABBAGE's activities in Texas and New Mexico.

h. Defendants SOULTANALI and KASSAM, on behalf of BRILLIANCE and BABBAGE, applied to be, and were approved as, supplemental educational services providers in Illinois, Colorado, Georgia, Hawaii, Idaho, Indiana, Louisiana, Maine, Minnesota, Montana, New Mexico, New York, Texas, Oklahoma, Tennessee, Washington, South Dakota, Oregon, and Virginia during the 2008/09 and 2009/10 school years.

i. In order to receive payment for tutoring services purportedly provided, defendants BRILLIANCE and BABBAGE were required to compile the number of hours spent tutoring eligible school children, and submit a bill to each of the local school districts in which the tutored children attended school. Local school districts then paid defendants BRILLIANCE and BABBAGE from federal and other funds, as set forth below.

The 2001 No Child Left Behind Act

j. Tutoring services of the variety BRILLIANCE and BABBAGE purported to provide were considered "supplemental educational services" under the 2001 No Child Left Behind Act (20 U.S.C. § 6301 *et seq.*). Under the Act, "supplemental educational services" were required to consist of tutoring and other academic enrichment services that were: (i) in addition to instruction provided during the school day; and (ii) high quality, research based, and

specifically designed to increase the eligible children’s achievement scores on various academic assessments.

k. Pursuant to the Act, each state was required to develop a set of student academic assessments and use such assessments to determine whether the state’s schools were making adequate yearly academic progress. The Act also required school districts to identify for “school improvement” any school that failed, for two consecutive years, to make adequate yearly progress. If a school was considered failing at the end of the first full school year after being identified for “school improvement,” the Act required school districts to make “supplemental educational services” (i.e. tutoring) available to eligible children from a provider with a demonstrated record of effectiveness, that is, one selected by students’ parents and approved by the state educational agency.

l. The term “eligible child” meant a child from a low-income family, as determined by the local educational agency for purposes of allocating funds to schools.

m. The Act required local educational agencies to spend a portion of their allocation from the federal government to pay for supplemental educational services. This amount, along with any funds the state contributed, was broken down to a per-pupil allotment, based upon the number of students eligible for supplemental educational services. The per-pupil allotment was the maximum amount that could be paid to a supplemental educational services provider for each pupil tutored.

State and School Officials

n. State and local educational agencies required state, school district, and school employees to remain neutral with respect to supplemental educational services providers,

and prohibited school district employees from marketing or recommending particular providers to the exclusion of other providers.

o. Each public school that offered supplemental educational services to its students typically tasked a school official with serving as a Supplemental Educational Services Coordinator.

2. Beginning no later than in or about July 2008, and continuing through at least February 2012, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, knowingly devised, intended to devise, and participated in a scheme to defraud the federal government and school districts around the country, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, which scheme is further described below.

3. It was part of the scheme that defendants SOULTANALI and KASSAM fraudulently obtained over \$33 million for BRILLIANCE and BABBAGE from more than 200 public school districts by misrepresenting the nature of the tutoring services BRILLIANCE and BABBAGE provided students in those school districts, providing substandard educational materials to students, falsely inflating invoices the companies submitted to school districts for tutoring services purportedly provided, and causing to be created and distributed false and misleading student progress and improvement reports. Defendants SOULTANALI and KASSAM also paid and caused others to pay state and school district officials, including Supplemental Educational Services Coordinators, in exchange for those officials recruiting

students for BRILLIANCE and BABBAGE, and assisting BRILLIANCE and BABBAGE in obtaining federal and state funds from the districts.

Fraudulent SES Provider Applications

4. It was further part of the scheme that defendants BABBAGE and KASSAM falsely certified in the state provider applications BABBAGE submitted to become an approved SES provider in Louisiana, New Mexico, and Oklahoma for the 2009/10 school year, that no state had removed BABBAGE as an approved SES provider. As KASSAM knew, on or about July 1, 2008, the state of Ohio had removed BABBAGE as an approved SES provider for failing to contribute to increased student proficiency for two consecutive years.

5. It was further part of the scheme that in marketing materials and in state provider applications defendants SOULTANALI and KASSAM falsely represented and promised the following on behalf of defendants BRILLIANCE and BABBAGE:

a. BABBAGE pre-tested enrolled students by administering to them the Basic Achievement Skills Inventory test, an assessment exam that measured students' academic proficiency in various subjects;

b. after reviewing the results of students' BASI exams, BRILLIANCE and BABBAGE created tutoring programs customized to address students' academic needs;

c. BRILLIANCE provided students with customized tutoring workbooks, and BABBAGE provided students with customized laptop computer tutoring programs;

d. once students began tutoring, BABBAGE provided ongoing progress reports to students' schools and parents;

e. once students completed tutoring, BRILLIANCE and BABBAGE

post-tested students with the BASI exam to determine whether the tutoring had increased students' academic proficiency, and provided student improvement results to schools.

Failure to Pre-Test Students

6. It was further part of the scheme that, contrary to the promises defendants BABBAGE, SOULTANALI, and KASSAM made in marketing materials and applications submitted to states to become approved supplemental educational services providers, defendants BABBAGE and KASSAM intentionally failed and caused others to fail to properly pre-test students with assessment exams. Instead, BABBAGE and KASSAM administered and caused others to administer partial assessment exams to students, and in some cases, no assessment exams at all.

Failure to Provide Customized Tutoring Programs

7. It was further part of the scheme that, contrary to the promises defendants BRILLIANCE, BABBAGE, SOULTANALI and KASSAM made in marketing materials and applications submitted to states to become approved supplemental educational services providers, defendants BRILLIANCE, BABBAGE, and KASSAM intentionally failed and caused others to fail to review the results of students' assessment exams before providing students with purportedly customized tutoring materials. Instead, defendants BRILLIANCE, BABBAGE, and KASSAM provided and caused others to provide tutoring programs that were not configured to students' academic needs, and in many cases, were generic tutoring programs configured at or below students' grade level.

Fraudulent Student Progress Reports

8. It was further part of the scheme that defendant BABBAGE and Individual A

falsified and caused others to falsify student progress reports by copying, without regard for accuracy, purported student progress information from a template progress report Individual A had created. Defendant BABBAGE and Individual A then distributed and caused others to distribute the false student progress reports to school districts.

9. It was further part of the scheme that defendants BABBAGE and KASSAM caused Individual B to create a computer program that generated false progress reports purporting to describe the subjects BABBAGE students were studying during tutoring sessions. Defendants BABBAGE and KASSAM then caused others to send the false progress reports to school districts.

Failure to Post-Test Students for Improvement and Fraudulent Student Improvement Reports

10. It was further part of the scheme that, contrary to the promises defendants BABBAGE, SOULTANALI, and KASSAM made in marketing materials and applications submitted to states to become supplemental educational services providers, defendants BABBAGE and KASSAM intentionally failed and caused others to fail to post-test tutored students to determine whether BABBAGE's tutoring services had improved students' academic proficiency.

11. It was further part of the scheme that defendants BABBAGE and KASSAM caused Individual B to create a fraudulent computer program that generated false pre- and post-test assessment scores for students. In particular, defendant KASSAM directed Individual B to configure the program so that students' purported post-test scores were always higher than their purported pre-test scores. Defendants BABBAGE and KASSAM then caused others to distribute reports containing the false pre- and post-test scores to school districts.

12. It was further part of the scheme that defendants BRILLIANCE, BABBAGE and KASSAM provided false student improvement reports to schools.

Fraudulent Billing

13. It was further part of the scheme that throughout the 2008/09 and 2009/10 school years, defendants BRILLIANCE and SOULTANALI created false student attendance records purporting to show dates on which BRILLIANCE students had attended in-person tutoring sessions. Defendants BRILLIANCE and SOULTANALI then used and caused others to use the false attendance records to repeatedly fraudulently bill at least one school district for BRILLIANCE's purported tutoring services.

14. It was further part of the scheme that around January 2009, defendants BABBAGE and SOULTANALI caused Individual C to create Excel spreadsheets that contained false tutoring time summaries for BABBAGE students. These defendants then falsely billed and caused others to falsely bill school districts using the fraudulent Excel spreadsheets.

15. It was further part of the scheme that in the spring of 2009, defendants BABBAGE and KASSAM caused Individual B to create a computer program that falsely inflated tutoring time summaries for BABBAGE students. It was further part of the scheme that in the fall of 2009, defendants BABBAGE, SOULTANALI, and KASSAM knowingly used and caused others to use the fraudulent computer program to falsely bill school districts around the country for BABBAGE's purported tutoring services.

16. It was further part of the scheme that when school districts questioned BRILLIANCE's and BABBAGE's fraudulent bills, defendant SOULTANALI lied and caused others to lie and say that overbilling had occurred as the result of mistake.

Payments to School District Officials

17. It was further part of the scheme that defendants BRILLIANCE, BABBAGE, SOULTANALI, and KASSAM, together with Individual D and others, made payments to state and school district officials, including in Texas and New Mexico, to obtain students for BABBAGE's services, approve invoices for BABBAGE, and obtain federal and state funds from the school districts.

18. As a result of the scheme, defendants BRILLIANCE, BABBAGE, SOULTANALI, and KASSAM fraudulently obtained more than \$33,000,000 from school districts located around the country, including between \$8 million and \$13.6 million for themselves and their families, and provided substandard services and materials to supplemental educational services students.

19. On or about June 15, 2010, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by Federal Express according to the directions thereon, an envelope containing a check for supplemental educational services from the San Antonio Independent School District to Babbage Net School, Inc., at 5940 W. Touhy, Niles, IL 60714;

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

COUNT TWO

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1 through 18 of Count One this indictment are incorporated here.
2. On or about April 24, 2009, at Niles, in the Northern District of Illinois, Eastern

Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, an envelope containing a check for supplemental educational services from the Corpus Christi Independent School District addressed to Babbage Net School, at 5940 W. Touhy, Suite 200, Niles, IL 60714;

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

COUNT THREE

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1 through 18 of Count One this indictment are incorporated here.
2. On or about July 10, 2009, at Niles, in the Northern District of Illinois, Eastern

Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, an envelope containing a check for supplemental educational services from the Corpus Christi Independent School District addressed to Babbage Net School, at 5940 W. Touhy, Suite 200, Niles, IL 60714;

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

COUNT FOUR

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1 through 18 of Count One this indictment are incorporated here.
2. On or about July 17, 2009, at Niles, in the Northern District of Illinois, Eastern

Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, an envelope containing a check for supplemental educational services from the Corpus Christi Independent School District addressed to Babbage Net School, at 5940 W. Touhy, Suite 200, Niles, IL 60714;

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

COUNT FIVE

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1 through 18 of Count One this indictment are incorporated here.
2. On or about June 9, 2010, at Niles, in the Northern District of Illinois, Eastern

Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants herein, for the purpose of executing the scheme to defraud, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, an envelope containing a check from the Deming Public School District addressed to Listo Educational Services, at 9212 N. Merrill, Morton Grove, IL 60053;

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

COUNT SIX

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One this indictment are incorporated here.

2. At times material to this count:

a. Defendant CEDRIC PETERSEN was the Supplemental Educational Services Coordinator and Assistant Principal at Fox Tech High School in San Antonio, Texas.

b. The San Antonio Independent School District in San Antonio, Texas was a local government agency that received in excess of \$10,000 in federal funding during the twelve-month period from July 1, 2009 to June 30, 2010.

3. From no later than in or around July 2009, and continuing through at least June 2010, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

CEDRIC PETERSEN,

defendant herein, being an agent of the San Antonio Independent School District, corruptly solicited, demanded, and agreed to accept things of value from Jowhar Soultanali, Kabir Kassam, Brilliance Academy, Inc., and Babbage Net School, Inc., namely, money and Caribbean cruise vacations, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the San Antonio Independent School District involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the No Child Left Behind Act;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SEVEN

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One and paragraphs 2(a) - (b) of Count Six of this indictment are incorporated here.

2. From no later than in or around July 2009, and continuing through at least June 30, 2010, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC. and
BABBAGE NET SCHOOL, INC.,

defendants herein, along with Individual D, corruptly offered and agreed to give things of value, namely, money and Caribbean cruise vacations, intending to influence and reward defendant Cedric Petersen, an agent of the San Antonio Independent School District, in connection with a business, transaction and series of transactions of the San Antonio Independent School District involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the No Child Left Behind Act;

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

COUNT EIGHT

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One this indictment are incorporated here.

2. At times material to this count:

a. Defendant BRIAN HARRIS was the Supplemental Educational Services Coordinator at Sam Houston High School in San Antonio, Texas.

b. The San Antonio Independent School District in San Antonio, Texas was a local government agency that received in excess of \$10,000 in federal funding during the twelve-month period from December 1, 2009, to November 30, 2010.

3. On or about December 9, 2009, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

BRIAN HARRIS,

defendant herein, being an agent of the San Antonio Independent School District, corruptly solicited, demanded, and agreed to accept things of value from Jowhar Soultanali and Babbage Net School, Inc., and Individual D, namely money, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the San Antonio Independent School District involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the No Child Left Behind Act;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT NINE

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One and paragraphs 2(a) – (b) of Count Eight of this indictment are incorporated here.

2. On or about December 9, 2009, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOWHAR SOULTANALI and
BABBAGE NET SCHOOL, INC.,

defendants herein, along with Individual D, corruptly offered and agreed to give a thing of value, namely money, intending to influence and reward Brian Harris, an agent of the San Antonio Independent School District, in connection with a business, transaction and series of transactions of the San Antonio Independent School District involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the No Child Left Behind Act;

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

COUNT TEN

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One this indictment are incorporated here.

2. At times material to this count:

a. Defendant ARMANDO RODRIGUEZ was the Supplemental Educational Services Coordinator at Miller High School in Corpus Christi, Texas.

b. The Corpus Christi Independent School District in Corpus Christi, Texas was a local government agency that received in excess of \$10,000 in federal funding during the twelve-month period from March 24, 2009 to March 23, 2010.

3. From on or about at least March 24, 2009, and continuing through at least April 27, 2009, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

ARMANDO RODRIGUEZ,

defendant herein, being an agent of the Corpus Christi Independent School District, corruptly solicited, demanded, and agreed to accept things of value from defendants Jowhar Soultanali and Babbage Net School, Inc., and Individual D, namely money, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the Corpus Christi Independent School District involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the No Child Left Behind Act;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT ELEVEN

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One of this indictment are incorporated here.

2. At times material to this count:

a. Defendant ARTURO MARTINEZ was an Educational Administrator with the New Mexico Public Education Department. In that role, MARTINEZ oversaw the state of New Mexico's Supplemental Educational Services program, and was in charge of approving and auditing supplemental educational services providers in New Mexico. MARTINEZ also served as the Director of Migrant Education, and oversaw the Migrant Education program for the state of New Mexico.

b. The New Mexico Public Education Department was a state government agency that received in excess of \$10,000 in federal funding during the twelve-month period from February 11, 2010, to February 10, 2011.

3. From no later than in or around February 11, 2010, and continuing through at least July 2010, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

ARTURO MARTINEZ,

defendant herein, being an agent of the New Mexico Public Education Department, corruptly solicited, demanded, and agreed to accept things of value from Jowhar Soultanali, Kabir Kassam, Brilliance Academy, Inc., and Babbage Net School, Inc., and Individual D, namely money, meals, and services at a gentlemen's club, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the New Mexico Public Education

Department involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the Migrant Education Program;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT TWELVE

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. Paragraphs 1(a) - (c), (g), (n) and (o) of Count One and paragraphs 2(a) – (b) of Count Eleven of this indictment are incorporated here.

2. From no later than in or around February 11, 2010, and continuing through at least July 2010, at Niles, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC. and
BABBAGE NET SCHOOL, INC.,

defendants herein, along with Individual D, corruptly offered and agreed to give things of value, namely, money, meals, and services at a gentlemen's club, intending to influence and reward Arturo Martinez, an agent of the New Mexico Public Education Department, in connection with a business, transaction and series of transactions of the New Mexico Public Education Department involving a thing of value of \$5,000 or more, namely, supplemental educational services funded by the Migrant Education Program;

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

FORFEITURE ALLEGATION

The SPECIAL FEBRUARY 2014 GRAND JURY further charges:

1. The allegations of Counts One through Twelve of this indictment are incorporated here 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 their violations of Title 18, United States Code, Sections 666 and 1341 as alleged in the foregoing indictment,

JOWHAR SOULTANALI,
KABIR KASSAM,
BRILLIANCE ACADEMY, INC., and
BABBAGE NET SCHOOL, INC.,

defendants 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), any and all right, title, and interest they may have in any property, real and personal, that constitutes and is derived, directly and indirectly, from gross proceeds traceable to the commission of the offense, namely, a total of over \$33,000,000, which property is subject to forfeiture pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c). Such property includes, but is not limited to, the following:

- (1) \$1,131,384.50 in funds seized from BABBAGE NET SCHOOL's Chase bank account xxxxx-3403 on July 8, 2010;
- (2) \$72,375.70 in funds seized from BRILLIANCE ACADEMY's Chase bank account xxxxx-3411 on July 8, 2010;
- (3) \$327,674 and \$73,990.32 in funds consensually relinquished by BABBAGE NET

SCHOOL on January 26, 2011;

- (4) The real property commonly known as 9212 N. Merrill, Morton Grove, Illinois and legally described as:

LOT 19 IN SECOND ADDITION TO MORTON AIRE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 09-13-120-019-0000;

- (5) The real property commonly known as 9445 N. Kenton, Unit 106, Skokie, Illinois, including parking space 15 and storage locker S-10, and legally described as:

UNIT 106 IN THE KENTON PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 LYING NORTH OF THE SOUTH 5 ACRES OF SAID LOT 1 AND LYING WEST OF TERMINAL PARK, BEING A SUBDIVISION OF PART OF SAID LOT 1 RECORDED DECEMBER 20, 1995, AS DOCUMENT NUMBER 16450374 AND LYING SOUTH OF A LINE DRAWN PARALLEL WITH SOUTH LINE OF SAID LOT 1 AND THROUGH A POINT OF EAST LINE OF KENTON AVENUE, WHICH POINT IS 126.50 FEET SOUTH OF INTERSECTION OF SOUTHEAST LINE OF GROSS POINT ROAD AND THE EAST LINE OF SAID KENTON AVENUE IN SCHUSTER AND KRUGER'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE WEST 20 ACRES OF THE EAST ½ OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WEST 5.97 CHAINS SOUTH OF ROAD OF THE EAST 1/2 OF THE NORTHWEST ¼ OF SAID SECTION 15, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR KENTON PARK CONDOMINIUM ASSOCIATION MADE BY KENTON PARK CONDOMINIUMS, LLC AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0614531100, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OWNED IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL2:

UNIT P-15 A PARKING SPACE IN THE KENTON PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 LYING NORTH OF THE SOUTH 5 ACRES OF SAID LOT 1 AND LYING WEST OF TERMINAL PARK, BEING A SUBDIVISION OF PART OF SAID LOT 1 RECORDED DECEMBER 20, 1995, AS DOCUMENT NUMBER 16450374 AND LYING SOUTH OF A LINE DRAWN PARALLEL WITH SOUTH LINE OF SAID LOT 1 AND THROUGH A POINT OF EAST LINE OF KENTON AVENUE, WHICH POINT IS 126.50 FEET SOUTH OF INTERSECTION OF SOUTHEAST LINE OF GROSS POINT ROAD AND THE EAST LINE OF SAID KENTON AVENUE IN SCHUSTER AND KRUGER'S SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE WEST 20 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WEST 5.97 CHAINS SOUTH OF ROAD OF THE EAST 1/2 OF THE NORTHWEST ¼ OF SAID SECTION 15, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR KENTON PARK CONDOMINIUM ASSOCIATION MADE BY KENTON PARK CONDOMINIUMS, LLC AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0614531100, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OWNED IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE 10 A LIMITED COMMON ELEMENT, AS DELINEATED IN THE AFORESAID DECLARATION OF CONDOMINIUM AS S-10 RECORDED IN COOK COUNTY, ILLINOIS.

PIN: 10-15-110-055-1006;

- (6) The real property commonly known as 9725 Woods Drive, Unit 909 and P-197, Skokie, Illinois, and legally described as:

UNIT 909 AND P-197 IN OPTIMA OLD ORCHARD WOODS MAPLE CONDOMINIUM, AS DELINATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOT 2 IN OLD ORCHARD WOODS SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 5, 2007, AS DOCUMENT NO. 0727815093, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN

THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-09-304-042-1291;

- (7) The real property commonly known as 121 Commons Court, Wheeling, Illinois and legally described as:

UNIT 2-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN UNION COMMONS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97354818, IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 11, AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 03-12-100-061-1001;

- (8) the real property commonly known as 9445 N. Kenton, Unit 301, Skokie, Illinois, including parking spaces 3 & 53, and storage locker S-23, and legally described as:

PARCEL 1:

UNIT 301 IN THE KENTON PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 LYING NORTH OF THE SOUTH 5 ACRES OF SAID LOT 1 AND LYING WEST OF TERMINAL PARK, BEING A SUBDIVISION OF PART OF SAID LOT 1 RECORDED DECEMBER 20, 1955, AS DOCUMENT NUMBER 16450374 AND LYING SOUTH OF A LINE DRAWN PARALLEL WITH SOUTH LINE OF SAID LOT 1 AND THROUGH A POINT OF EAST LINE OF KENTON AVENUE, WHICH POINT IS 126.50 FEET SOUTH OF INTERSECTION OF SOUTHEAST LINE OF GROSS POINT ROAD AND THE EAST LINE OF SAID KENTON AVENUE IN SCHUSTER AND KRUGER'S SUBDIVISION OF THAT PART OF THE SOUTH Y2 OF THE WEST 20 ACRES OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WEST 5.97 CHAINS SOUTH OF ROAD OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 15, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR KENTON PARK CONDOMINIUM ASSOCIATION MADE BY KENTON PARK CONDOMINIUMS, LLC AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0614531100, TOGETHER WITH ITS UNDIVIDED PERCENTAGE

INTEREST OWNED IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNIT P-3 AND P-53, A PARKING SPACE IN THE KENTON PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 LYING NORTH OF THE SOUTH 5 ACRES OF SAID LOT 1 AND LYING WEST OF TERMINAL PARK, BEING A SUBDIVISION OF PART OF SAID LOT 1 RECORDED DECEMBER 20, 1955, AS DOCUMENT NUMBER 16450374 AND LYING SOUTH OF A LINE DRAWN PARALLEL WITH SOUTH LINE OF SAID LOT 1 AND THROUGH A POINT OF EAST LINE OF KENTON AVENUE, WHICH POINT IS 126.50 FEET SOUTH OF INTERSECTION OF SOUTHEAST LINE OF GROSS POINT ROAD AND THE EAST LINE OF SAID KENTON AVENUE IN SCHUSTER AND KRUGER'S SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE WEST 20 ACRES OF THE EAST 1/2 OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WEST 5.97 CHAINS SOUTH OF ROAD OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 15, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR KENTON PARK CONDOMINIUM ASSOCIATION MADE BY KENTON PARK CONDOMINIUMS, LLC AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0614531100, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OWNED IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE E A LIMITED COMMON ELEMENT, AS DELINEATED IN THE AFORESAID DECLARATION OF CONDOMINIUM AS S-23 RECORDED IN COOK COUNTY, ILLINOIS.

PIN: 10-15-110-055-1023;

- (9) The 2009 Lexus RX vehicle bearing VIN 2T2HK31UX9C117292;
- (10) The 2009 Infiniti G37 vehicle bearing VIN JNKCV64F39M654950;

- (11) The 2010 Chevrolet Camaro vehicle bearing VIN 2G1FC1EV5A9165022;
- (12) The 2008 Lexus ES350 vehicle bearing VIN JTHBJ46GX82232184;
- (13) The BMW X5 vehicle bearing VIN 5UXFE43579L261016;
- (14) Whole life New York Life Insurance policy no. xxxx0091;
- (15) Whole life New York Life Insurance policy no. xxxx4784;
- (16) Whole life New York Life Insurance policy no. xxxx8143;
- (17) Whole life New York Life Insurance policy no. xxxx2084;
- (18) Whole life New York Life Insurance policy no. xxxx1212;
- (19) Whole life New York Life Insurance policy no. xxxx0507;
- (20) The following diamond jewelry, purchased July 6, 2009: 1.1 ct pendant, 1.82 ct earrings, 1.16 ct pendant, 1.15 ct earrings;
- (21) The following diamond jewelry, purchased July 6, 2009: 1.38 ct pendant, 3.92 ct bracelet, 2.97 ct earrings; and
- (22) One diamond and ruby ring, purchased December 9, 2009, containing 2.01 ct diamond solitaire, 1.59 ct diamond baguettes, and .14 ct rubies.

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

- 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), 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:

FOREPERSON

UNITED STATES ATTORNEY