

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

06-60130 EN. **CR-MORENO**

MAGISTRATE JUDGE
SIMONTON

18 U.S.C. § 371
18 U.S.C. § 1341
18 U.S.C. § 1343
18 U.S.C. § 1956(h)
18 U.S.C. § 1956(a)(1)(A)(i)
18 U.S.C. § 982(a)(1)

UNITED STATES OF AMERICA

Plaintiff,

v.

ROBERT W. PARKER,
a/k/a Bob Parker,
GARY N. PARKER,
HOPE K. ROCILLO,
a/k/a Hope Wiseman, and
EDWARD J. ANNIS,
a/k/a Jason Annis,

Defendants.

FILED BY
2006 APR 27 PM 3:41
CLERK OF DISTRICT COURT
S.D. OF FLA.-F.L.
D.C.

INDICTMENT

The Grand Jury charges:

GENERAL ALLEGATIONS

At times material to this Indictment:

1. Parker Leasing and Finance Service (PLFS), located at 2691 East Oakland Park, Blvd., Suite 300, Fort Lauderdale, Florida, held itself out to be engaged in financing and leasing of commercial equipment and represented that it had millions of dollars to lend.
2. On or about January 11, 1994, PLFS was formed as a Florida for-profit corporation

with Paul Parker listed as director, defendant ROBERT W. PARKER listed as president and defendant GARY N. PARKER listed as secretary and treasurer. On or about September 21, 2001, the corporation was dissolved. However, PLFS continued operating under the PLFS name.

3. The term “commercial lease funding” is defined as a business transaction that involves the financing or refinancing for the acquisition or lease of commercial equipment.

COUNT ONE
(Conspiracy: 18 U.S.C. § 371)

4. From in or about 1999, the exact date being unknown to the Grand Jury, and continuing to up and through the date of this Indictment, at Broward County, in the Southern District of Florida and elsewhere, the defendants,

**ROBERT W. PARKER,
a/k/a Bob Parker,
GARY N. PARKER,
HOPE K. ROCILLO,
a/k/a Hope Wiseman, and
EDWARD J. ANNIS,
a/k/a Jason Annis,**

did knowingly and willfully combine, conspire and confederate and agree with each other and with persons known and unknown to the Grand Jury to commit offenses against the United States, that is,

(a) to knowingly and willfully devise a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice and attempting to do so, to place and cause to be placed, in a post office and authorized depository for mail matter, certain matters and things, to be delivered by the U.S. Postal

Service, and to deposit and cause to be deposited certain matters and things, to be sent and delivered by a private and commercial interstate carrier, in violation of Title 18, United States Code, Section 1341; and

(b) to knowingly and willfully devise a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and attempting to do so, to transmit and cause to be transmitted by means of wire communication in interstate commerce, certain writings, signals, pictures and sounds, in violation of Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

The object of the conspiracy that the defendants sought to accomplish included the following:

5. The defendants and their co-conspirators sought to unlawfully enrich themselves by making material misrepresentations to victims and fraudulently inducing them to apply for commercial lease funding. As a condition precedent to receiving the commercial lease funding, the defendants and their co-conspirators caused the victims to send advanced lease payments. Ultimately, the defendants failed to deliver on the promised funding and refused to return the victims' advanced lease payments. In this manner, the defendants and their co-conspirators unlawfully received in excess of \$4 million from their victims from 1999 through 2005.

MANNER AND MEANS OF CONSPIRACY

The manner and means by which the defendants and the co-conspirators sought to accomplish the object of the conspiracy included, among other things, the following:

6. Defendants caused PLFS to place classified advertisements in the U.S.A. Today newspaper stating “\$\$\$ Capital Available Equip Lease/Operating Capital/ Lease-Back/Min \$1 Million Parker Leasing & Financing “Financing Business Activities Around the Globe” Est. 1968 Ph: 954-565-7600 Fax:954-565-7601.”

7. Defendants caused PLFS to mail promotional material and applications to various commercial lease funding applicants who were referred to PLFS by brokers and who contacted PLFS in response to PLFS advertising.

8. Defendants caused International Quality Consultants, Inc., (IQC), to inspect applicants’ properties in order to induce applicants to provide the requested substantial advanced payments to PLFS.

9. Defendants induced applicants to enter into commercial lease funding arrangements that required the applicants to make substantial advanced payments to PLFS in exchange for the promised commercial lease funding.

10. Defendants caused PLFS and its employees and the commercial lease applicants to send documents through the United States Postal Service, commercial interstate carriers and through interstate wire communications regarding the applicants’ lease application.

11. Defendants caused commercial lease applicants to send interstate wire transfers of funds representing the advanced lease payments to a PLFS bank account at Security Bank. Defendants also caused commercial lease applicants to send checks, representing advanced lease payments, through the United States Mail and commercial interstate carriers to the PLFS office in Fort Lauderdale, Florida.

12. Defendants fraudulently induced commercial lease funding applicants to pay advance lease payments as a prerequisite for obtaining lease financing from PLFS when the defendants then and there well knew that the promised lease financing would not be forthcoming.

OVERT ACTS

In furtherance of the conspiracy and to effect its object, at least one of the co-conspirators committed and caused to be committed in the Southern District of Florida and elsewhere, at least one of the overt acts listed below:

13. Counts 2 through 33 of this Indictment are adopted and realleged in their entirety as overt acts committed in furtherance of the conspiracy.

All in violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH THIRTY-ONE

(Wire Fraud: 18 U.S.C. § 1343)

14. Paragraphs 1 through 12 of this Indictment are realleged as if fully set forth herein.

15. On or about the dates set forth below, in Broward County, in the Southern District of Florida and elsewhere, the defendants,

**ROBERT W. PARKER,
a/k/a Bob Parker,
GARY N. PARKER,
HOPE K. ROCILLO,
a/k/a Hope Wiseman and
EDWARD J. ANNIS,
a/k/a Jason Annis,**

knowingly and willfully devised a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, to wit, the defendants fraudulently induced commercial lease funding applicants to pay advance lease

payments as a prerequisite for obtaining lease financing from PLFS when the defendants then and there well knew that the promised lease financing would not be forthcoming, and for the purpose of executing such scheme and attempting to do so, transmitted and cause to be transmitted by means of wire communication in interstate commerce, writings, signals, pictures and sounds, as specified below:

COUNT	APPROXIMATE DATE OF WIRE	DESCRIPTION OF WIRE COMMUNICATION
2.	September 10, 2001	Wire transfer in the amount of \$40,000 from P.R.B.P's account in Cincinnati, OH, to PLFS account #23354470006 at Security Bank, Fort Lauderdale, FL
3.	December 10, 2001	Wire transfer in the amount of \$50,000 from M.S.'s account in Olympia, Washington, to PLFS account #23354470006 at Security Bank, Fort Lauderdale, FL
4.	December 28, 2001	Wire transfer in the amount of \$110,000 from P.R.B.P's account in Cincinnati, OH, to PLFS account #23354470006 at Security Bank, Fort Lauderdale, FL
5.	December 31, 2001	Wire transfer in the amount of \$200,000 from M.S's account in Olympia, Washington, to PLFS account #23354470006 at Security Bank, Fort Lauderdale
6.	January 2, 2002	Wire transfer in the amount of \$100,000 from P.R.B.P's account in Cincinnati, OH, to PLFS account #23354470006 at Security Bank, Fort Lauderdale, FL
7.	March 19, 2003	Facsimile of letter, commercial lease proposal and application for lease financing from PLFS, Fort Lauderdale, Florida to B.R.M, President, BioLife, Inc., Birmingham, Alabama
8.	April 7, 2003	Facsimile of corporate resolution, signed application for lease financing, and signed copy of lease from BioLife, Inc., Birmingham, Alabama, to PLFS, Fort Lauderdale, Florida
9.	April 16, 2003	Facsimile of letter with wire transfer instructions from PLFS, Fort Lauderdale, Florida, to B.R.M., President, BioLife, Inc., Birmingham, Alabama
10.	April 17, 2003	Wire transfer in the amount of \$17,600 sent from Christian & Small, LLP, escrow account at Bank One, Birmingham, Alabama to PFLS account at Security Bank, Fort Lauderdale, Florida

COUNT	APPROXIMATE DATE OF WIRE	DESCRIPTION OF WIRE COMMUNICATION
11.	June 18, 2003	Facsimile of commercial lease agreement from PLFS, Fort Lauderdale, Florida, to Marquee Cinemas, Inc., Beckley, West Virginia
12.	July 2, 2003	Facsimile of commercial lease agreement sent from PLFS, Fort Lauderdale, Florida, to Marquee Cinemas, Inc., Beckley, West Virginia
13.	July 7, 2003	Wire transfer in the amount of \$111,176.00 sent from Marquee Cinema, Inc.'s operating account at United Bank, Charleston, West Virginia, to PFLS account at Security Bank, Fort Lauderdale, Florida
14.	November 17, 2003	Facsimile of letter regarding detailed information concerning financing needs from PLFS, Fort Lauderdale, Florida, to W.S., Rome, Georgia
15.	January 14, 2004	Facsimile of letter regarding commercial lease agreement from PLFS, Fort Lauderdale, Florida, to W.S., President/CEO, Northwest Entertainment Group, LLC, Rome, Georgia
16.	January 22, 2004	Facsimile of letter regarding wire transfer instructions for commercial lease agreement from PLFS, Fort Lauderdale, Florida, to W.S., President/CEO, Northwest Entertainment Group, LLC, Rome, Georgia
17.	January 26, 2004	Facsimile of handwritten letter dated January 26, 2004, from PLFS, Fort Lauderdale, Florida, to W.S., Rome, Georgia
18.	January 29, 2004	Wire transfer in the amount of \$258,615 sent from Northwest Entertainment Group LLC's account at Columbus Bank and Trust, Columbus Georgia, to PFLS account at Security Bank, Fort Lauderdale, Florida
19.	May 10, 2004	Facsimile of letter dated May 10, 2004, from PLFS, Fort Lauderdale, Florida, to W.S., Northwest, LLC, Rome, Georgia
20.	October 19, 2004	Facsimile of letter regarding Northwest Entertainment Group, LLC, to R.J.S., Chamblee, Georgia, from PLFS, Fort Lauderdale, Florida
21.	January 5, 2005	Facsimile of letter regarding commercial lease agreement from PLFS, Fort Lauderdale, Florida, to B.M., M&M Forest Products, Inc., McDowell, Virginia
22.	January 10, 2005	Facsimile of letter dated January 10, 2005, regarding LTA Group, LLC, from PLFS, Fort Lauderdale, Florida, to A.N., Lutherville, MD
23.	January 18, 2005	Facsimile of commercial lease agreement from PLFS, Fort Lauderdale, Florida, to LTA Group, LLC, Centreville, Michigan

COUNT	APPROXIMATE DATE OF WIRE	DESCRIPTION OF WIRE COMMUNICATION
24.	January 25, 2005	Facsimile of bank wiring instructions from PLFS, Fort Lauderdale, Florida, to B.S.S., LTA Group, LLC, Centreville, MI
25.	January 26, 2005	Wire transfer in the amount of \$24,000 from M&M Forest Products, Inc., account at Blue Grass Valley Bank, Blue Grass, Virginia, to PLFS account at Security Bank, Fort Lauderdale, Florida
26.	January 26, 2005	Wire transfer in the amount of \$28,108 from D. T.'s JP Morgan account in Kalazamoo, MI, to PLFS account at Security Bank, Fort Lauderdale, Florida
27.	January 27, 2005	Wire transfer in the amount of \$45,000 from Fidelity Investments account, Ann Arbor, Michigan, to PLFS account at Security Bank, Fort Lauderdale, Florida
28.	February 17, 2005	Facsimile of commercial lease agreement from PLFS, Fort Lauderdale, Florida, to Hydro Engineering Group, Inc., West Wareham, Massachusetts
29.	February 22, 2005	Facsimile of letter dated February 22, 2005, regarding commercial lease agreement transmitted from PLFS, Fort Lauderdale, Florida, to A.S. Hydro Engineering Group, LLC, West Wareham, Massachusetts
30.	March 3, 2005	Facsimile of letter dated March 2, 2005, regarding amendment to commercial lease agreement from PLFS, Fort Lauderdale, Florida to A.S., Hydro Engineering Group, Inc., West Wareham, Massachusetts
31.	March 29, 2005	Wire transfer in the amount of \$87,960 from Hydro Engineering Group, Inc., account at Bank of America, West Wareham, Massachusetts to PLFS account at Security Bank, Fort Lauderdale, Florida

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS THIRTY-TWO THROUGH THIRTY-THREE

(Mail Fraud: 18 U.S.C. § 1341 and 2)

16. Paragraphs 1 through 12 of this indictment are realleged as if fully set forth herein.

17. On or about the dates set forth below, in Broward County, in the Southern District of Florida and elsewhere, the defendants,

**ROBERT W. PARKER,
a/k/a Bob Parker,
GARY N. PARKER,
HOPE K. ROCILLO,
a/k/a Hope Wiseman, and
EDWARD ANNIS, a/k/a
Jason Annis,**

knowingly and willfully devised a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations and promises, to wit, the defendants fraudulently induced commercial lease funding applicants to pay advance lease payments as a prerequisite for obtaining lease financing from PLFS when the defendants then and there well knew that the promised lease financing would not be forthcoming, and for the purpose of executing such scheme and artifice and attempting to do so, placed and caused to be placed, in a post office and authorized depository for mail matter, certain matters and things, to be delivered by the U.S. Postal Service, and deposited and caused to be deposited certain matters and things, to be sent and delivered by a private and commercial interstate carrier, as specified below:

COUNTS	APPROXIMATE DATE OF MAILING	DESCRIPTION OF MAILING
32.	June 19, 2003	Checks in the amount of \$74,279.10 and \$50,399 sent via United Parcel Service, a commercial interstate carrier, from Marquee Cinemas, Inc., Beckley, West Virginia, to PLFS, 2691 East Oakland Park, Blvd., Suite 300, Fort Lauderdale, Florida
33.	January 19, 2005	Commercial lease agreement sent via United Parcels Service, a commercial interstate carrier, from J.M., American Energy Exchange to Paul Parker, Parker Leasing & Financing Services, #300, 2691 East Oakland Park Blvd., Fort Lauderdale, Florida

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT THIRTY-FOUR
(Money Laundering Conspiracy: 18 U.S.C. § 1956(h))

18. The allegations in paragraphs 1 through 12 of this Indictment are realleged as if fully set forth herein.

19. In or about 1999, the exact date being unknown to the grand jury, and continuing through at least the date of this Indictment, in the Southern District of Florida and elsewhere, defendants,

ROBERT W. PARKER,
a/k/a Bob Parker,
GARY N. PARKER,
HOPE K. ROCILLO,
a/k/a Hope Wiseman, and
EDWARD J. ANNIS,
a/k/a Jason Annis,

knowingly conspired and agreed with each other and others to: knowingly conduct and attempt to conduct financial transactions, as set forth in Counts 35 through 46 of this Indictment, which transactions affected interstate commerce, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, the financial transactions, in fact, representing the proceeds of specified unlawful activity, to wit, wire fraud, in violation of Title 18, United States Code, Section 1343, as alleged in Counts 2 through 31 of this Indictment, and mail fraud, in violation of Title 18, United States Code, Section 1341, as alleged in Counts 32 and 33 of this Indictment, and with the intent to promote the carrying on of such specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i) and 2.

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

COUNTS 35 THROUGH 46
(Money Laundering: 18 U.S.C. § 1956(a)(1)(A)(i))

20. The allegations in paragraphs 1 through 12 of this Indictment are realleged as if fully set forth herein.

21. On or about the dates specified below, at Broward County, in the Southern District of Florida and elsewhere, the defendants, as enumerated to each count below, did knowingly conduct and attempt to conduct the financial transactions set forth below, which transactions affected interstate commerce, and which transactions involved the proceeds of specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, as alleged in Counts 2 through 31 of this Indictment, and mail fraud, as alleged in Counts 32 and 33 of this Indictment, in violation of Title 18, United States Code, Section 1341, and with the intent to promote the carrying on of such unlawful activity, and while conducting and attempting to conduct such financial transactions, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity;

COUNT	DEFENDANT	APPROXIMATE DATE OF FINANCIAL TRANSACTION	DESCRIPTION OF FINANCIAL TRANSACTION
35.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	June 27, 2001	Check #1178 drawn on PLFS account #06701501 at Security Bank in the amount of \$11,974.35, payable to International Quality Consultants
36.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	June 23, 2001	Check #1217 drawn on PLFS account #023354470006 at Security Bank in the amount of \$4,664.75, payable to International Quality Consultants
37.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	August 23, 2001	Check #1282 drawn on PLFS account #023354470006 at Security Bank in the amount of \$1,510.50, payable to L&R Realty
38.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	November 5, 2001	Security Bank cashier's check #40279 in the amount of \$5,319.95, payable to International Quality Consultants
39.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	July 16, 2002	Check #1710 drawn on PLFS Security Bank Account #023354470006, payable to International Quality Consultants, Inc., in the amount of \$3,712.87

COUNT	DEFENDANT	APPROXIMATE DATE OF FINANCIAL TRANSACTION	DESCRIPTION OF FINANCIAL TRANSACTION
40.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	March 27, 2003	Washington Mutual Bank official check #455443315 in the amount of \$2,520, payable to USA Today
41.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	April 25, 2003	Regent Bank cashier's check #3481 in the amount of \$1,960, payable to USA Today
42.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	May 22, 2003	Washington Mutual Bank official check #455443956 in the amount of \$2,520, payable to USA Today
43.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	July 7, 2003	Check drawn on PLFS Security Bank account #023354470006 in the amount of \$474, payable to USA Today
44.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	July 22, 2003	Security Bank cashier's check #45508 in the amount of \$2,400, payable to USA Today

COUNT	DEFENDANT	APPROXIMATE DATE OF FINANCIAL TRANSACTION	DESCRIPTION OF FINANCIAL TRANSACTION
45.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	November 1, 2004	Security Bank cashier's check #049103 in the amount of \$2,700, payable to USA Today
46.	Robert W. Parker, a/k/a Bob Parker, Gary N. Parker, and Hope K. Rocillo, a/k/a Hope Wiseman	July 26, 2005	Security Bank cashier's check #049260 in the amount of \$3,000, payable to USA Today

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

CRIMINAL FORFEITURE
18 U.S.C. § 982

22. The allegations contained in Counts 1 through 46 of this Indictment are realleged and by this reference and fully incorporated herein for the purposes of alleging forfeiture to the United States of America of certain property in which one or more of the defendants has an interest, pursuant to Title 18, United States Code, Section 982(a)(1).

23. Upon conviction of any violation of Title 18, United States Code, Section 1341, Title 18, United States Code, Section 1343, and/or a conspiracy to violate Title 18, United States Code, Section 1341 and/or one or more Title 18, United States Code, Section 1343, the defendants shall forfeit to the United States, any property, real or personal which constitutes or is derived from proceeds traceable to such violation(s), pursuant to Title 18, United States Code, Section 981(a)(1)(c), as incorporated by Title 28, United States Code, Section 2461(c).

24. Upon conviction of any violation of Title 18, United States Code, Section 1956, the defendants shall forfeit to the United States, any property, real or personal which is involved in such offense, or any property traceable to such property, pursuant to Title 18, United States Code, Section 982(a)(1).

25. The property subject to forfeiture includes but is not limited to the following:

A. The sum of at least four million dollars (\$4,000,000), \$226,966.69 of which is already in the custody of the United States, as follows:

1. Approximately \$22,912.56 seized on or about September 22, 2005, from account number 4860988951 at Washington Mutual Bank;
2. Approximately \$ 29,536 seized on or about September 22, 2005, from account number 33200204107 at Regent Bank;
3. Approximately \$ 100,279.94 seized on or about September 22, 2005, from account number 3354470006 at Security Bank;
4. Approximately \$63,622.55 seized on or about September 22, 2005, from account 47064605 at First Tennessee Bank;
5. Approximately \$10,615.15 seized on or about September 22, 2005, from account 47689070 at First Tennessee Bank;
6. Residence located at 1424 S.W. 13th Drive, Boca Raton, Florida, more particularly described as Boca Raton Square, No. 67-E 14.95 feet of Lot 17 and Lot 18, Block 72;
7. Residence located at 295 Sioux Trail, Greeneville, TN 37743, which is more particularly described as Lot 51, Block B, District 9, Subdivision Sequoia Hills.

26. If the property described above as being subject to forfeiture, as a result of any act or omission of the defendants:

1. Cannot be located upon the exercise of due diligence;
2. Has been transferred, sold or deposited with a third party;

- 3. Has been placed beyond the jurisdiction of the court;
- 4. Has been substantially diminished in value;
- 5. Has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by reference by Title 18, United States Code, Section 982(b), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property of the defendants.

All pursuant to Title 18, United States Code, Section 982 and Title 21, United States Code, Section 853.

Jawayne Keizer
 FOREPERSON *deputy*

Rogelio Acosta for
 R. ALEXANDER ACOSTA
 UNITED STATES ATTORNEY

Thomas P. Lanigan
 THOMAS P. LANIGAN
 ASSISTANT UNITED STATES ATTORNEY

Thomas P. Lanigan for
 GREGORY R. BOCKIN
 TRIAL ATTORNEY, DEPARTMENT OF JUSTICE
 TAX DIVISION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA

CASE NO. _____

vs.

CERTIFICATE OF TRIAL ATTORNEY*

ROBERT W. PARKER,
a/k/a Bob Parker, et al.,

Defendants.

Superseding Case Information:

Court Division: (Select One)

New Defendant(s) Yes _____ No _____
Number of New Defendants _____
Total number of counts _____

_____ Miami _____ Key West
X FTL _____ WPB _____ FTP

I do hereby certify that:

1. I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.

2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.

3. Interpreter: (Yes or No) _____ No _____
List language and/or dialect _____

4. This case will take 11-20 days for the parties to try.

5. Please check appropriate category and type of offense listed below:
(Check only one) (Check only one)

I	0 to 5 days	_____	Petty	_____
II	6 to 10 days	_____	Minor	_____
III	11 to 20 days	<u>X</u>	Misdem.	_____
IV	21 to 60 days	_____	Felony	<u>X</u>
V	61 days and over	_____		

6. Has this case been previously filed in this District Court? (Yes or No) _____ No _____

If yes: Judge: _____ Case No. _____
(Attach copy of dispositive order)

Has a complaint been filed in this matter? (Yes or No) Yes _____

If yes: Magistrate Case No.'s 05-4770-BSS through 05-4774-BSS

Related Miscellaneous numbers: _____
Defendant(s) in federal custody as of _____
Defendant(s) in state custody as of _____
Rule 20 from the _____ District of _____

Is this a potential death penalty case? (Yes or No) _____ No _____

7. Does this case originate from a matter pending in the U.S. Attorney's Office prior to April 1, 2003? _____ Yes X No

8. Does this case originate from a matter pending in the U. S. Attorney's Office prior to April 1, 1999? _____ Yes X No
If yes, was it pending in the Central Region? _____ Yes _____ No

9. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003? _____ Yes X No

10. Does this case originate from a matter pending in the Narcotics Section (Miami) prior to May 18, 2003? _____ Yes X No


Thomas P. Lanigan
ASSISTANT UNITED STATES ATTORNEY
Court Bar No. A5500033

*Penalty Sheet(s) attached

**SOUTHERN DISTRICT OF FLORIDA
PENALTY SHEET**

Defendant's Name: ROBERT W. PARKER, a/k/a Bob Parker

Case No: _____

Counts #: 1

Conspiracy

Title 18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 2 – 31

Wire Fraud

Title 18 U.S.C. § 1343

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Counts #: 32 – 33

Mail Fraud

Title 18 U.S.C. §§1341 and 2

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 34

Money Laundering Conspiracy

Title 18 U.S.C. § 1956(h)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

Counts #: 35 – 46

Money Laundering

Title 18 U.S.C. §§1956(a)(1)(B)(i)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms or forfeitures that may be applicable.**

**SOUTHERN DISTRICT OF FLORIDA
PENALTY SHEET**

Defendant's Name: GARY N. PARKER,

Case No: _____

Counts #: 1

Conspiracy

Title 18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 2 – 31

Wire Fraud

Title 18 U.S.C. § 1343

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Counts #: 32 – 33

Mail Fraud

Title 18 U.S.C. §§1341 and 2

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 34

Money Laundering Conspiracy

Title 18 U.S.C. § 1956(h)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

Counts #: 35 – 46

Money Laundering

Title 18 U.S.C. §§1956(a)(1)(B)(i)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms or forfeitures that may be applicable.**

**SOUTHERN DISTRICT OF FLORIDA
PENALTY SHEET**

Defendant's Name: HOPE K. ROCILLO, a/k/a Hope Wiseman

Case No: _____

Counts #: 1

Conspiracy

Title 18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 2 – 31

Wire Fraud

Title 18 U.S.C. § 1343

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Counts #: 32 – 33

Mail Fraud

Title 18 U.S.C. §§1341 and 2

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 34

Money Laundering Conspiracy

Title 18 U.S.C. § 1956(h)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

Counts #: 35 – 46

Money Laundering

Title 18 U.S.C. §§1956(a)(1)(B)(i)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

***Refers only to possible term of incarceration, does not include possible fines, restitution,**

SOUTHERN DISTRICT OF FLORIDA
PENALTY SHEET

Defendant's Name: EDWARD J. ANNIS, a/k/a Jason Annis

Case No: _____

Counts #: 1

Conspiracy

Title 18 U.S.C. § 371

*** Max. Penalty:** 5 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 2 – 31

Wire Fraud

Title 18 U.S.C. § 1343

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Counts #: 32 – 33

Mail Fraud

Title 18 U.S.C. §§1341 and 2

***Max. Penalty:** 20 years' imprisonment; \$250,000 fine and 3 years' supervised release

Count #: 34

Money Laundering Conspiracy

Title 18 U.S.C. § 1956(h)

***Max. Penalty:** 20 years' imprisonment; \$500,000 fine or two times the value of the property involved in transaction, and 3 years' supervised release

Count #:

***Max. Penalty:**

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms or forfeitures that may be applicable.**

VICTIM LIST REPORTING FORM

AUSA: Thomas P. Lanigan

1. **CASE: United States v. Robert W. Parker, et al.**

2. **USAO NUMBER:2003R01158**

3. **SHORT DESCRIPTION OF CHARGES:**

Money Laundering Conspiracy and Wire and Mail Fraud

4. **Number of Victims: Persons 20 Banks/Corps: 6**

A Victim List must accompany the indictment in any case in which a person or entity has suffered a financial loss or personal injury, as well as in the following "mandatory restitution" cases [Title 18, U.S.C. 3664(d)]:

- Crimes of Violence
- Sexual Abuse
- Sexual Exploitation and Other Abuse of Children
- Domestic Violence
- Telemarketing Fraud
- Property Crimes under Title 18, including fraud & deceit
- Consumer Product Tampering

Provide the following information as to each victim:

- | | |
|---|--|
| <p>1. Curtis McCall
Marquee Cinema
552 Raglano Rd.
Beckley, WV 25801-9727
Tel: (304) 255-4030</p> | <p>2. PRB Power PVT. LTD India
P.R. Brijendra Prasad
513 Amberwood Circle
Nashville, TN 37221</p> |
| <p>3. BioLife
Bennett R. McLawhorn
759 Valey Street
Birmingham, AL 35226
Tel: (205) 823-6180</p> | <p>4. Northwest Entertainment Group
Wayne Stewart
2 Bobby Jones Court
Rome, GA 30165
Tel: (706) 409-1900</p> |

5. M & M Forest Products, Inc.
Bobby McDowell
P.O. Box 3
McDowell, VA 24458
6. LTA Group
Brian Smith
P.O. Box 159
Centreville, MI 49032
7. Hydro Engineering Group, Inc.
Art Shilling
11 Patterson Brook Rd.
P.O. Box 160
West Wareham Industrial Park
West Wareham, MA 02576
8. Tirol Milch Innsbrook
9. Agropex SA
10. Heritage Bank
11. Agropex Handels-GMBH
12. Eduardo Quintana
13. Script Fast, Inc.
14. Agrocenter Europe Corp.
15. Lavender, LLC
16. Mahdru Souri, MD
17. Scott Cochran
18. Dondo, Inc.
19. Eric W. Sudol
20. Great Lakes Trading
21. Cryonic Institute of Information
Technology, LTD
22. Peter Oja
23. Tims Aircon/Refrig, LTD
24. Milton Mupfumira
25. Rapid Glamour, LLC