

FILED
UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

MAY 26 2004

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
PETER BUSSOLINI and)
SCOTT ALEXANDER,)
)
Defendants.)

Norman H. Meyer, Jr.
Acting Clerk of Court

Cr. No. 04-1020

Counts 1 - 5: 18 U.S.C. § 1341, 18
U.S.C. §1346: Frauds and swindles; 18
U.S.C. § 2(a): Aiding and abetting

Count 6: 18 U.S.C. § 371, Conspiracy to
commit offense and defraud the United
States

Counts 7, 8, 10, 11, 14-28: 18 U.S.C. §
641, Embezzlement and theft of
government property

Counts 9, 12, 13: 18 U.S.C. § 1001:
False statement

INDICTMENT

The Grand Jury charges:

Count 1

1. Between February 1, 2001, and October 31, 2002, both dates being approximate and inclusive, in Los Alamos County in the State and District of New Mexico, Defendants PETER BUSSOLINI and SCOTT ALEXANDER, knowingly and intentionally devised a scheme and artifice to defraud the Los Alamos National Laboratory (hereinafter "LANL" or the "laboratory"), located in Los Alamos, New Mexico, of (1) money and property and (2) the right of honest services, and for the purpose of executing their scheme to defraud, and to delay and prevent discovery of their scheme, the defendants knowingly caused mail matter to be sent and delivered by the United

States Postal Service.

Introduction

At all times relevant to this indictment:

2. LANL's mission was to serve scientific, research and development needs vital to our Nation's security, counter-terrorism strategy and homeland defense. As a major research complex and multi-disciplinary institution, the laboratory also had programs designed to advance the Nation's interest in such diverse areas as the environment, energy issues, the economy, and the health of the Nation's populace.

3. The United States Government owned the LANL grounds, facilities and property used by LANL employees in their work. The United States Department of Energy (hereinafter "DOE") was responsible for the oversight of LANL, but on a day-to-day basis the University of California (hereinafter the "University") ran, managed and administered LANL operations on behalf of the government based upon a prime contract between the government and the University. Under the terms of its prime contract all expenses that the University incurred in its LANL operations were fully paid for by the United States Government.

4. To meet LANL's ongoing property and equipment needs, the University subcontracted with various suppliers. One such subcontract was a contract between the University and Mesa Equipment & Supply Company (hereinafter "Mesa") located in Albuquerque, New Mexico. The products obtained under the Mesa contract were supposed to extend to "air compressors, vacuum systems, material handling, machine tools and machine shop supplies." Under the terms of the Mesa contract, LANL employees were permitted to order supplies directly from Mesa.

5. Once a LANL employee placed an order with Mesa under the Mesa contract, Mesa would mail an invoice, listing the price(s) and item(s) purchased, to LANL, which would then forward the invoice to LANL personnel responsible for administering the contract. A contract administrator was responsible for approving the invoices that Mesa submitted for payment. Throughout the duration of the Mesa contract, the LANL personnel responsible for administering the contract relied upon LANL employees to act honestly and in good faith in causing invoices to be submitted for payment with public funds. Once an invoice was approved for payment, personnel in the accounts payable unit would mail a check to Mesa through the United States Postal Service.

6. When new property and equipment was delivered to LANL, it was generally supposed to be processed at a central receiving center, where it could be determined whether the property was to be accounted for in the LANL property inventory system. Depending upon the item, a LANL property sticker with a bar code was also supposed to be affixed to the newly acquired item at the central receiving center.

7. Defendant PETER BUSSOLINI was employed at LANL as the "Team Leader" of Facility Management Unit (hereinafter "FMU") 75. For purposes of maintaining the LANL grounds and facilities, the laboratory was divided into a number of different FMU's. All buildings and facilities on LANL grounds were grouped within one of the FMU's. Employees who worked for one of the FMU's were responsible for supervising building repairs and handling general maintenance for the buildings and facilities within that FMU. As Team Leader of FMU 75, Defendant PETER BUSSOLINI

supervised the other employees who worked in FMU 75. His responsibilities also included oversight of the FMU 75 budget.

8. Defendant SCOTT ALEXANDER also worked within FMU 75 as a facility coordinator. Defendant SCOTT ALEXANDER was further designated to be a "Purchaser" for FMU 75, which meant that he was authorized to make necessary property and equipment purchases for FMU 75 employees to carry out their duties. As part of his duties, Defendant SCOTT ALEXANDER was authorized to order supplies from Mesa under its contract with the University to fulfill the legitimate equipment needs of FMU 75 employees.

The Scheme and Artifice to Defraud

9. Defendants PETER BUSSOLINI and SCOTT ALEXANDER schemed to defraud LANL of money and property by arranging for LANL to pay for property that was ostensibly to be used for legitimate laboratory business, but that the defendants would then steal, embezzle and convert. In carrying out this scheme, both defendants breached the fiduciary duties that they owed to the laboratory as LANL employees, and defrauded the laboratory of the right to honest services that it was entitled to expect from them.

10. In their respective jobs at LANL, both Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER were in positions to discover weaknesses and vulnerabilities in the laboratory's property purchasing and control systems, which they ultimately chose to exploit for their own personal gain. For example, because of the high volume of purchases Defendant SCOTT ALEXANDER made under the Mesa contract as a "Purchaser" for FMU 75, he was aware that the contract administrator

very rarely questioned the purchases he made under that contract. Because of this awareness, Defendant SCOTT ALEXANDER was able to make a number of purchases that fell outside the intended scope of the Mesa contract, were not for legitimate business use at FMU 75, and should not have been approved for purchase. The defendants' failure to disclose to appropriate LANL personnel that purchases were being made that were not for legitimate LANL business use were material omissions.

11. Some of the purchases that Defendant SCOTT ALEXANDER made under the Mesa contract that fell outside the intended scope of the Mesa contract, and/or served no legitimate business purpose, included the purchase of television and VCR equipment, hunting knives, CB radio equipment, vacuum cleaners, range finders used by hunters, gas grills, rotisserie grill attachments, electric gate openers, weather stations, weather trackers, hunter's ear muffs, clothing, walkie talkies, police scanners, spotting scopes for hunting, a model airplane remote control kit, shock absorbers and automobile tires. The defendants then converted many of these same items.

12. To further and to prevent discovery of the scheme and artifice to defraud, Defendant SCOTT ALEXANDER also took steps to assure that some items described in the invoices that Mesa submitted to the contract administrator for payment were misleadingly portrayed in a way that appeared more consistent with the intended scope of the contract. For example, after once being questioned over the purchase of a picnic table under the Mesa contract by the contract administrator, Defendant SCOTT ALEXANDER arranged for another picnic table purchased approximately one week later to be described as a "work bench" in the Mesa invoice that was submitted to the laboratory. Similarly, Defendant SCOTT ALEXANDER arranged for grill rotisserie

attachments to be misleadingly described as "basket positioner[s]," television sets to be misleadingly described as "command center monitor[s]," a television stand to be misleadingly described as a "stand for command center monitor," and a model airplane remote control kit to be misleadingly described as a "receiver."

13. To further, and to delay and prevent discovery of the scheme and artifice to defraud, Defendant SCOTT ALEXANDER also arranged for items he ordered from Mesa to be delivered to an old bunker -- and on at least one occasion an abandoned trailer -- located at a remote site with restricted access within FMU 75, and not delivered to the central receiving unit for newly acquired property where the items generally should have been received. By having items delivered to the remote bunker site, purchases that Defendant SCOTT ALEXANDER made that fell outside the intended scope of the Mesa contract, and/or served no legitimate business purpose, were never processed at the LANL property receiving site.

14. Generally, the only personnel who would have access to the bunker where these items were stored, which was located behind a locked gate and had a locked door, would be personnel within FMU 75 who were direct subordinates of Defendant PETER BUSSOLINI. Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER subsequently stole, embezzled and converted items that had been delivered to the remote site.

The Mailing

15. On or about September 27, 2001, for the purpose of executing and to prevent and delay discovery of their scheme and artifice to defraud, Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER caused LANL personnel to mail a

check to Mesa for the purchase of five purported "basket positioner[s]", through the United States Postal Service, at P.O. Box 91568, Albuquerque, New Mexico 87199-1568, which check was delivered in accord with the address on the mailing.

In violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2(a).

Count 2

16. Paragraphs one through fourteen of this indictment are incorporated as part of this count of the indictment as if fully re-alleged herein.

17. On or about January 28, 2002, for the purpose of executing, and to prevent and delay discovery of their scheme and artifice to defraud, Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER caused LANL personnel to mail a check to Mesa for the purchase of eight Hoover brand cleaners, through the United States Postal Service, at P.O. Box 91568, Albuquerque, New Mexico 87199-1568, which check was delivered in accord with the address on the mailing.

In violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2(a).

Count 3

18. Paragraphs one through fourteen of this indictment are incorporated as part of this count of the indictment as if fully re-alleged herein.

19. On or about February 13, 2002, for the purpose of executing, and to prevent and delay discovery of their scheme and artifice to defraud, Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER caused LANL personnel to mail a check to Mesa for the purchase of five purported "command center monitor[s]" and one

accompanying "stand for command center monitor," through the United States Postal Service, at P.O. Box 91568, Albuquerque, New Mexico 87199-1568, which check was delivered in accord with the address on the mailing.

In violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2(a).

Count 4

20. Paragraphs one through fourteen of this indictment are incorporated as part of this count of the indictment as if fully re-alleged herein.

21. On or about February 27, 2002, for the purpose of executing, and to prevent and delay discovery of their scheme and artifice to defraud, Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER caused LANL personnel to mail a check to Mesa for the purchase of three Nikon brand "Buckmaster" laser rangefinders, through the United States Postal Service, at P.O. Box 91568, Albuquerque, New Mexico 87199-1568; which check was delivered in accord with the address on the mailing.

In violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2(a).

Count 5

22. Paragraphs one through fourteen of this indictment are incorporated as part of this count of the indictment as if fully re-alleged herein.

23. On or about March 13, 2002, for the purpose of executing, and to prevent and delay discovery of their scheme and artifice to defraud, Defendant PETER BUSSOLINI and Defendant SCOTT ALEXANDER caused LANL personnel to mail a

check to Mesa for the purchase of SOG brand knives, through the United States Postal Service, at P.O. Box 91568, Albuquerque, New Mexico 87199-1568, which check was delivered in accord with the address on the mailing.

In violation of Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Section 2(a).

Count 6

24. From on or about February 1, 2001, and continuing thereafter until on or about October 31, 2002, in Los Alamos County in the State and District of New Mexico, Defendants PETER BUSSOLINI and SCOTT ALEXANDER, together and with others known and unknown to the grand jury, did unlawfully, willfully, and knowingly, combine, conspire, confederate, and agree among themselves and each other (1) to defraud the United States of money and property, and (2) to commit an offense against the United States, that is, willfully and knowingly to steal, purloin, embezzle and convert property and things of value of the United States, having a value of more than \$1,000.00, in violation of Title 18, United States Code, Section, 641.

25. Paragraphs two through eight of this indictment are incorporated as if fully re-alleged herein.

26. It was an object of the conspiracy that Defendants PETER BUSSOLINI and SCOTT ALEXANDER would arrange for orders to be placed with LANL vendors of equipment and supplies so that LANL would pay for property and things of value that were purportedly to be used for legitimate laboratory business at FMU 75, but that the defendants would actually steal, purloin, embezzle and convert.

27. It was a further object of the conspiracy that the defendants would breach

fiduciary duties that they owed to the laboratory as LANL employees by failing to make material disclosures to the LANL personnel who approved vendor invoices that property purchases made were not for legitimate FMU 75 business use.

28. It was a further object of the conspiracy that the defendants would arrange for the property and things of value that were to be stolen, embezzled and converted not to be processed through the LANL property receiving site.

29. It was a further object of the conspiracy that the defendants would arrange for the property and things of value that were to be stolen, embezzled and converted to be delivered and stored at a remote bunker location on LANL grounds with restricted access.

In furtherance of the conspiracy and to effect the objects thereof, the defendants PETER BUSSOLINI and SCOTT ALEXANDER, committed the following:

Overt Acts.

30. On or about December 19, 2001, for purported legitimate laboratory business, Defendant SCOTT ALEXANDER ordered eight Hoover brand cleaners from a LANL vendor.

31. On or about January 10, 2002, Defendant SCOTT ALEXANDER arranged to accept delivery of eight Hoover brand cleaners from a LANL vendor.

32. On or about October 31, 2002, Defendant SCOTT ALEXANDER possessed one Hoover brand cleaner in his home that was the property and a thing of value of the United States.

33. On or about October 31, 2002, Defendant PETER BUSSOLINI possessed two Hoover brand cleaners in his home that were the property and things of value of the

United States.

34. On or about January 28, 2002, for purported legitimate laboratory business, Defendant SCOTT ALEXANDER ordered from a LANL vendor a Sony brand 36 inch flat screen television set with an accompanying stand, and four 20 inch Panasonic brand television sets.

35. In or about February 2002, Defendant SCOTT ALEXANDER arranged to accept delivery of a Sony brand 36 inch flat screen television set with an accompanying stand, and four 20 inch Panasonic brand television sets.

36. On or about October 31, 2002, Defendant SCOTT ALEXANDER possessed a Sony brand 36 inch flat screen television set and a Panasonic brand 20 inch television set in his home that were the property and things of value of the United States.

37. On or about October 31, 2002, Defendant PETER BUSSOLINI possessed in his home a 20 inch Panasonic brand television set that was the property and a thing of value of the United States.

38. On or about February 5, 2002, for purported legitimate laboratory business, Defendant SCOTT ALEXANDER ordered three Nikon brand "Buckmaster" laser rangefinders from a LANL vendor.

39. In or about February 2002, Defendant SCOTT ALEXANDER arranged to accept delivery of three Nikon brand "Buckmaster" laser rangefinders from a LANL vendor.

40. On or about October 31, 2002, Defendant PETER BUSSOLINI possessed in his home a Nikon brand "Buckmaster" laser rangefinder that was the property and a

thing of value of the United States.

41. On or about February 12, 2002, for purported legitimate laboratory business, Defendant SCOTT ALEXANDER ordered four Hitachi brand video cassette recorders, identified as "studio recorders" and one 13 inch Zenith brand television set, identified as a "monitor," from a LANL vendor.

42. In or about February 2002, Defendant SCOTT ALEXANDER arranged to accept delivery of four Hitachi brand video cassette recorders and one 13 inch Zenith brand television set from a LANL vendor.

43. On or about October 31, 2002, Defendant SCOTT ALEXANDER personally possessed two Hitachi brand video cassette recorders that were the property and things of value of the United States.

44. On or about October 31, 2002, Defendant PETER BUSSOLINI possessed one 13 inch Zenith brand television set in his home that was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 371.

Count 7

45. Between in or about September 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETER BUSSOLINI willfully and knowingly did conceal and retain property of and things of value of the United States, that is a Dewalt brand reciprocating saw, a Dewalt brand cordless drill, two Dewalt brand planers, a Dewalt brand electric saw, a Makita cordless chain saw, "Booster Pac" solar power supply, Dewalt bench grinder, and a Dewalt brand miter saw, having a combined value in excess of

\$1,000.00, with intent to convert said property and things of value to his own use and gain, Defendant PETER BUSSOLINI then knowing said property to have been stolen and embezzled.

In violation of Title 18, United States Code, Section 641.

Count 8

46. Between on or about May 25, 2001 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert a Honda brand generator, which generator was the property and a thing of value of the United States, and had a value in excess of \$1,000.00.

In violation of Title 18, United States Code, Section 641.

Count 9

47. On or about October 31, 2002, in Los Alamos County, in the State and District of New Mexico, in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency of the United States, Defendant SCOTT ALEXANDER did knowingly and willfully make a false, fictitious material statement and representation; that is, that he had purchased a Honda generator that agents had located within the defendant's father-in-law's garage with his own money, when he knew in truth and fact the generator had not been purchased with his own money.

In violation of Title 18, United States Code, Section 1001.

Count 10

48. Between on or about January 18, 2002 and on or about October 31, 2002, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT

ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert a "Mighty Mule" brand gate opener, which gate opener was the property and a thing of value of the United States, and had a value in excess of \$1,000.00.

In violation of Title 18, United States Code, Section 641.

Count 11

49. Between on or about January 28, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a "Sony" brand 36 inch flat screen television set, which television set was the property and a thing of value of the United States, and had a value in excess of \$1,000.00.

In violation of Title 18, United States Code, Section 641.

Count 12

50. On or about October 31, 2002, in Los Alamos County, in the State and District of New Mexico, in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency of the United States, Defendant SCOTT ALEXANDER did knowingly and willfully make a false, fictitious material statement and representation; that is that he had purchased a "Sony" brand 36 inch flat screen television set from Baillio's, when he knew in truth and fact he knew that he had not purchased the television set from Baillio's.

In violation of Title 18, United States Code, Section 1001.

Count 13

51. On or about October 31, 2002, in Los Alamos County, in the State and

District of New Mexico, in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency of the United States, Defendant SCOTT ALEXANDER did knowingly and willfully make a false, fictitious material statement and representation; that is, that he had purchased a Dewalt brand jig saw with his own money, when he knew in truth and fact the jig saw had not been purchased with his own money.

In violation of Title 18, United States Code, Section 1001.

Count 14

52. Between on or about July 30, 2001 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Weber brand "Genesis Gold" gas grill, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 15

53. Between on or about January 15, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Wyoming saw, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 16

54. Between on or about February 5, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New

Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Kestrel brand weather tracker, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 17

55. Between on or about January 15, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Vantage Pro brand weather station, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 18

56. Between on or about February 5, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Pro Ears Dimension 1 Pro Hunter, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 19

57. Between on or about February 12, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal,

purloin and convert to his own use a Uniden Trunk Tracker scanner, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 20

58. Between on or about February 15, 2002 and in or about July 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use four BF Goodrich mud-terrain tires, which items were the property and things of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 21

59. Between on or about March 5, 2002 and in or about July 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use four Rancho brand shock absorbers, which items were the property and things of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 22

60. Between on or about October 1, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant SCOTT ALEXANDER willfully and knowingly did embezzle, steal, purloin and convert to his own use a Bell brand motorcycle racing helmet, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 23

61. Between on or about February 5, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETE BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a Nikon Buckmaster Laser Rangefinder, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 24

62. Between on or about February 12, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETE BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a 13 inch Zenith brand television set, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 25

63. Between on or about March 11, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETE BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a Milwaukee Magnum anniversary edition drill, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 26

64. Between on or about March 7, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETE BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a Cobra CB radio, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 27

65. Between on or about April 3, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETE BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a Stihl brand chainsaw, which item was the property and a thing of value of the United States.

In violation of Title 18, United States Code, Section 641.

Count 28

66. Between on or about October 14, 2002 and on or about October 31, 2002, both dates being inclusive, in Los Alamos County, in the State and District of New Mexico, Defendant PETER BUSSOLINI willfully and knowingly did embezzle, steal, purloin and convert to his own use a Moen brand bathtub spout and showerhead, which items were the property and things of value of the United States.

In violation of Title 18, United States Code, Section 641.

A TRUE BILL:



FOREPERSON OF THE GRAND JURY



DAVID C. IGLESIAS
United States Attorney



5/20/04 10:17 AM