

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA :
 :
 v. : CRIMINAL INDICTMENT
 :
 THOMAS E. MCMURRAIN: NO.

THE GRAND JURY CHARGES THAT:

INTRODUCTION

1. Beginning on or about November 25, 1997, and continuing until on or about December 27, 2000, in the Northern District of Georgia and elsewhere, the defendant, THOMAS E. MCMURRAIN, aided and abetted by others, in the offer and sale of securities, that is promissory notes, by use of any means and instruments of transportation and communication in interstate commerce and by the direct and indirect use of the mails, did (1) employ a device, scheme and artifice to defraud, (2) obtain money and property by means of untrue statements of a material fact and omitted to state material facts needed to make the statements made, in the light of the circumstances under which they were made, not misleading, and (3) engage in any transaction, practice and course of conduct of business which operated and would operate as a fraud and deceit upon the purchaser, in violation of Title 15, United States Code, Sections 77q(a) and 77x and Title 18, United States Code, Section 2.

THE SCHEME TO DEFRAUD

2. It is pertinent to the scheme that on or about September 26, 1997, the defendant, THOMAS E. MCMURRAIN, caused Emergency One Cash Card, Inc. (EOCC) to be incorporated by the State of Georgia. 3. It is further pertinent to the scheme that on or about January 26, 1999, the defendant, THOMAS E. MCMURRAIN, caused Emergency One Holding Corporation (EOHC) to be incorporated by the State of Georgia.

4. It is further pertinent to the scheme that the defendant, THOMAS E. MCMURRAIN, was the Chief Executive Officer, the Chief Financial Officer and the Secretary for EOCC and the President and Sole Director of EOHC.

5. It was further pertinent to the scheme that the business purposes of EOCC and EOHC were to lend relatively small sums of money - under \$1,000 - to individuals, initially upon the pledge of automobile titles and as EOCC and EOHC matured with the receipt of a personal check from the borrower. The loans were for short periods of time, usually less than a month -- until the payment of the borrowers' next employment pay check. The borrowers were charged an interest rate of 25 % monthly or 300% A.P.R. The loans were often referred to as "payday loans."

6. It is further pertinent to the scheme that the defendant, THOMAS E. MCMURRAIN, created store front operations [referred to as Operating Affiliates] to conduct EOCC's and EOHC's business operations. The storefront operations were known respectively as Emergency One Peachtree, Emergency One Decatur, Emergency Roswell and Emergency Buford, Emergency One Marietta, among others.

7. It was part of the scheme that the defendant, THOMAS E. MCMURRAIN, solicited individuals to lend monies to fund the business operations of EOHC and EOCC and further that the defendant referred to the lenders as investors.

8. It was further part of the scheme that the defendant, THOMAS E. MCMURRAIN, held numerous luncheon and dinner meetings with potential lenders/investors, soliciting individuals.

9. It was further part of the scheme that the defendant, THOMAS E. MCMURRAIN, held a formal dinner meeting at the Ritz Carlton Hotel in Buckhead area of Atlanta, Georgia with presentations to potential lenders/investors.

10. It was further part of the scheme, that the defendant, THOMAS E. MCMURRAIN, held open houses at his offices, called American Call Center to solicit investors.

11. It was further part of the scheme, that the defendant, THOMAS E. MCMURRAIN, orally told investors/lenders that EOHC's and EOCC's business purpose was to make "payday loans" and that the investors'/lenders' monies would be used only for working capital and business operations.

12. It was further part of the scheme that the defendant, THOMAS E. MCMURRAIN, provided prospective lenders/investors with a writing detailing the nature of the business operations of EOHC or EOCC, hereinafter referred to as "the prospectus". In the prospectus, MCMURRAIN inflated pay day loan borrowers interest payments by 100%.

13. It was further part of the scheme, that in "the prospectus", the defendant, THOMAS E. MCMURRAIN, represented to potential lenders that

(a). the "payday loans" borrowers were to make interest payments of 22% - 25% monthly;

(b). lenders were to receive interest payments between 1.25% - 3% monthly or 15% - 36% A.P.R.

(c). lenders were to receive promissory notes, i.e. "the securities," with a specified rate of return, and that the notes matured in twelve months and were renewable.

14. It was further part of the scheme, that in "the prospectus", the defendant, THOMAS E. MCMURRAIN, misrepresented to potential lenders that the lenders' funds would be used for only five purposes:

(a). defray the offering's expenses;

(b). general working capital for EOHC or EOCC;

(c). retire existing debt for EOHC or EOCC;

(d). make loans to EOCC's and EOCC's storefront operations for "payday loans;" and

(e). start up new storefront operations;

15. It was further part of the scheme, that the defendant, THOMAS E. MCMURRAIN, omitted material facts from "the prospectus" to potential lenders failing to disclose to potential lenders that their funds would be used for purposes other than those listed in paragraph 9 above, including

(a). the defendant, THOMAS E. MCMURRAIN, lent lenders' funds to numerous acquaintances and friends in five- six figure dollar amounts without any secured collateral or any realistic expected return of the lenders' funds or payment of interest on the use of lenders' funds;

(b). the defendant, THOMAS E. MCMURRAIN, lent large sums of lenders' funds to non-pay day loan companies that belonged to the defendant including Global E- Tutor;

(c). the defendant, THOMAS E. MCMURRAIN, personally expended large sums of lenders' funds on day trading, vacations and high end living expenses.

(d). EOCC and EOHC'S income from its "pay-day loan" operations did not exceed its expenses and was less than the monthly interest payments due to lenders.

16. It was further part of the scheme, that between November 25, 1997, and October 31, 2000, in the Northern District of Georgia, the defendant, THOMAS

E. MCMURRAIN, caused lenders to lend him in excess of \$9,000,000 to operate EOCC and EOHC in exchange for promissory notes.

17. It was further part of the scheme, that lenders would personally deliver five and six figure checks to the defendant, THOMAS E. MCMURRAIN.

18. It was further part of the scheme, that the defendant, THOMAS E. MCMURRAIN, caused promissory notes to be created by his employees, which the defendant, THOMAS E. MCMURRAIN, personally signed and delivered to the majority of the lenders.

19. It was further part of the scheme, that the defendant, THOMAS E. MCMURRAIN, caused his employees to deposit lenders' checks to the EOHC or EOCC Bank of America (BoA) checking accounts.

20. It was further part of the scheme, that Bank of America would process the lenders' checks and using private couriers, whose activities affect interstate commerce, return the lenders' checks to the lenders' drawee banks for debit of funds from the lenders' accounts.

21. It was further part of the scheme, that between November 25, 1997, and October 31, 2000, in the Northern District of Georgia, the defendant, THOMAS E. MCMURRAIN, caused monthly interest payments from lenders' funds to be mailed to lenders, lulling lenders into believing that the defendant's companies were profitable, so that the lenders would invest/lend additional funds with the defendant's companies EOCC and EOHC and to attract additional lenders/investors in EOCC and EOHC.

22. It was part of the scheme, that the defendant, THOMAS E. MCMURRAIN, personally spent in excess of \$2,700,000 of lenders' funds, for non unauthorized purposes including,

(a). \$1,200,000 on unsecured loans to friends and personal acquaintances,

(b). \$700,000 on a high personal life style and

(c). \$775,000 on day trading.

23. It was part of the scheme, that the defendant, THOMAS E. MCMURRAIN, lent in excess of \$700,000 of the lenders' funds, to GLOBAL E Tutor, a software company, of which MCMURRAIN was Chief Executive Officer, without disclosing the loan to lenders.

COUNTS ONE - SIXTY-THREE
(Securities Fraud)

24. Paragraphs One through Twenty-Three are realleged and incorporated by reference.

25. On or about the dates listed below, in the Northern District of Georgia, the defendant, THOMAS E. MCMURRAIN, aided, abetted, and assisted by others known and unknown to the Grand Jury, in the offer and sale of securities, that is promissory notes, by use of any means and instruments of transportation and communication in interstate commerce and by the direct and indirect use of the mails, did (1) employ the aforesaid device, scheme and artifice to defraud, (2) obtain moneys by means of untrue statements of material facts and omitting to state material facts needed to make the statements made, in light of the circumstances under which they were made, not misleading, and (3) engage in transactions, practices and a course of conduct of business which operated and would operate as a fraud and deceit upon the purchaser, did knowingly execute and attempt to execute the aforesaid scheme by (1) soliciting the lenders/investors listed - below, (2) receiving the below - listed checks from lenders/investors, (3) causing them to be deposited in EOCC'S and EOCH'S bank accounts with the Bank of America (BoA), (4) subsequently providing the lenders/investors with securities, that is promissory notes, and (5) causing the below - listed initial interest/lulling payments to be mailed to lenders/investors

A. Ct. No. B. Date lenders' monies deposited to EOHC BoA Acct # 0032 6308
 7761 Atlanta, GA on or about C. Amount of Check (in US Dollars) D. Method of
 Delivery of monies to Defendant in Atlanta, GA via Wire Transfer (WT), Hand
 (H), or Mail (M) E. Date EOCC/EOHC employees mailed via U.S. mail the
 first/initial lulling payment to lender/investor on or about F. Lender/
 Investor/ Victim Initials

1	8/9/1999	15,000	H	9/10/1999	Via Mail	P. C.
2	10/6/1999	125,000	Mail	11/10/1999	Via Mail	D. B.
3	11/29/1999	80,000	H	1/3/2000	Via Mail	R. A.
4	11/29/1999	140,000	H	1/3/2000	Via Mail	C. P.
5	12/2/1999	100,000	H	1/3/2000	Via Mail	D. L. A.
6	12/2/1999	50,000	H	1/3/2000	Via Mail	J. S.
7	12/2/1999	100,000	H	1/3/2000	Via Mail	B. M.
8	12/2/1999	50,000	H	1/3/2000	Via Mail	J. S.
9	12/30/1999	100,000	Mail	1/10/2000	Via Mail	D. B.
10	1/4/2000	75,000	H	2/1/2000	Via Mail	B. B.
11	1/5/2000	42,000	H	2/10/2000	Via Mail	P. C.
12	1/5/2000	33,000	H	2/10/2000	Via Mail	P. C.
13	1/18/2000	50,000	H	2/15/2000	Via Mail	J. B.
14	1/18/2000	50,000	H	2/15/2000	Via Mail	J. B.
15	1/20/2000	161,000	H	2/22/2000	Via Mail	W. J.
16	1/25/2000	50,000	H	2/22/2000	Via Mail	M. P.
17	2/22/2000	250,000	Mail	3/20/2000	Via Mail	R. H.
18	2/22/2000	120,000	H	3/20/2000	Via Mail	M. K.
19	3/1/2000	50,000	H	3/18/2000	Via Mail	H. L. G.
20	3/01/2000	10,000	H	5/01/2000	Via Mail	J. M.
21	3/14/2000	54,000	H	4/17/2000	Via Mail	V. C.
22	3/15/2000	44,000	H	4/17/2000	Via Mail	A. K. F.
23	3/20/2000	100,000	H	4/17/2000	Via Mail	J. B.
24	3/20/2000	100,000	H	4/17/2000	Via Mail	J. B.
25	3/20/2000	50,000	H	4/20/2000	Via Mail	J. P.
26	3/27/2000	25,000	H	4/20/2000	Via Mail	N. H.
27	3/31/2000	25,000	H	5/1/2000	Via Mail	E. I.
28	3/31/2000	50,000	H	5/1/2000	Via Mail	J. S.
29	4/6/2000	50,000	H	4/20/2000	Via Mail	M. P.
30	4/13/2000	67,000	H	5/22/2000	Via Mail	N. H.
31	4/18/2000	100,000	H	4/25/2000	Via Mail	U. P. B.
32	4/21/2000	20,000	H	5/22/2000	Via Mail	G. P.
33	4/25/2000	50,000	H	5/25/2000	Via Mail	L. B.
34	4/26/2000	250,000	H	5/22/2000	Via Mail	M. P.
35	4/27/2000	25,000	H	5/25/2000	Via Mail	J. B.
36	5/1/2000	18,000	H	5/30/2000	Via Mail	F. N.
37	5/2/2000	50,000	H	5/22/2000	Via Mail	M. K.
38	5/4/2000	50,000	H	5/15/2000	Via Mail	L. H. G.
39	5/9/2000	24,000	H	5/22/2000	Via Mail	M. K.
40	6/12/2000	3,000	H	6/20/2000	Via Mail	M. K.
41	6/13/2000	50,000	H	7/6/2000	Via Mail	B. M.
42	6/19/2000	42,000	H	7/20/2000	Via Mail	C. R.
43	6/29/2000	2,000	H	7/20/2000	Via Mail	M. K.
44	6/30/2000	2,000	H	7/20/2000	Via Mail	M. K.
45	7/7/2000	38,000	H	8/1/2000	Via Mail	N. S. F.
46	7/7/2000	50,000	H	8/1/2000	Via Mail	J. P.
47	7/10/2000	300,000	H	7/25/2000	Via Mail	B. S.
48	7/20/2000	40,000	H	8/21/2000	Via Mail	D. D.
49	7/26/2000	90,000	H	8/14/2000	Via Mail	P. C.
50	7/26/2000	30,000	H	8/14/2000	Via Mail	P. C.
51	7/28/2000	3,000	H	8/29/2000	Via Mail	M. K.

52	7/31/2000	112,000	H	9/1/2000 Via Mail	M. V., Inc.
53	8/16/2000	100,000	H	9/20/2000 Via Mail	M.
54	8/16/2000	100,000	H	9/20/2000 Via Mail	M. P.
55	8/17/2000	50,000	H	9/20/2000 Via Mail	M. C.
56	8/24/2000	57,000	H	10/2/2000 Via Mail	L. D. A.
57	8/28/2000	2,000	H	9/21/2000 Via Mail	M. K.
58	8/29/2000	500,000	WT - New Mexico - Georgia		9/20/2000 Via Mail
			R. H.		
59	8/29/2000	54,000	H	10/2/2000 Via Mail	S. S.
60	9/1/2000	1,000,000	WT - New Mexico to Georgia		9/20/2000 Via Mail
			R. H.		
61	9/7/2000	10,000	H	10/10/2000 Via Mail	S. K.
62	9/7/2000	25,000	H	10/24/2000 Via Mail	S. S.
63	9/12/2000	640,000	Mail	W. B.	
		Total 6,103,000			

All in violation of Title 15, United States Code, Sections 77q(a) and 77x and Title 18, United States Code, Section 2.
COUNTS SIXTY-FOUR THROUGH ONE HUNDRED TWENTY-SIX
(MAIL FRAUD)

26. Paragraphs One through Twenty-Three are realleged and incorporated by reference.

27. On or about the dates listed below in the column labeled F, in the Northern District of Georgia and elsewhere, the defendant, THOMAS E. MCMURRAIN, aided, abetted and assisted by others known and unknown to the Grand Jury, having devised and intending to devise the aforesaid scheme and artifice to defraud, did place or cause to be placed in any post office and authorized depository for mail matter, any matter and thing whatever to be delivered by the Postal Service and deposited and caused to be deposited any matter and thing whatever to be sent and delivered by any private and commercial interstate carrier and did take and receive therefrom any such matter and thing and knowingly caused to delivered by mail and by such carrier according to the direction thereon, for the purpose of executing the aforesaid scheme and artifice to defraud:

A. Ct. No. B. Date lenders' monies deposited to EOHC BoA Acct # 0032 6308 7761 Atlanta, GA on or about C. Amount of Check (in US Dollars) D. Method of Delivery of monies to Defendant in Atlanta, GA via Wire Transfer (WT), Hand (H), or Mail (M) E. Date EOCC/EOHC employees mailed via U.S. mail the first/initial lulling payment to lender/investor on or about F. Lender/Investor/ Victim Initials

64	8/9/1999	15,000	H	9/10/1999 Via Mail	P. C.
65	10/6/1999	125,000	Mail	11/10/1999 Via Mail	D. B.
66	11/29/1999	80,000	H	1/3/2000 Via Mail	R. A.
67	11/29/1999	140,000	H	1/3/2000 Via Mail	C. P.
68	12/2/1999	100,000	H	1/3/2000 Via Mail	D. L. A.
69	12/2/1999	50,000	H	1/3/2000 Via Mail	J. S.
70	12/2/1999	100,000	H	1/3/2000 Via Mail	B. M.
71	12/2/1999	50,000	H	1/3/2000 Via Mail	J. S.
72	12/30/1999	100,000	Mail	1/10/2000 Via Mail	D. B.
73	1/4/2000	75,000	H	2/1/2000 Via Mail	B. B.
74	1/5/2000	42,000	H	2/10/2000 Via Mail	P. C.
75	1/5/2000	33,000	H	2/10/2000 Via Mail	P. C.
76	1/18/2000	50,000	H	2/15/2000 Via Mail	J. B.
77	1/18/2000	50,000	H	2/15/2000 Via Mail	J. B.
78	1/20/2000	161,000	H	2/22/2000 Via Mail	W. J.
79	1/25/2000	50,000	H	2/22/2000 Via Mail	M. P.

80	2/22/2000	250,000	Mail	3/20/2000	Via Mail	R. H.
81	2/22/2000	120,000	H	3/20/2000	Via Mail	M. K.
82	3/1/2000	50,000	H	3/18/2000	Via Mail	H. L. G.
83	3/01/2000	10,000	H	5/01/2000	Via Mail	J. M.
84	3/14/2000	54,000	H	4/17/2000	Via Mail	V. C.
85	3/15/2000	44,000	H	4/17/2000	Via Mail	A. K. F.
86	3/20/2000	100,000	H	4/17/2000	Via Mail	J. B.
87	3/20/2000	100,000	H	4/17/2000	Via Mail	J. B.
88	3/20/2000	50,000	H	4/20/2000	Via Mail	J. P.
89	3/27/2000	25,000	H	4/20/2000	Via Mail	N. H.
90	3/31/2000	25,000	H	5/1/2000	Via Mail	E. I.
91	3/31/2000	50,000	H	5/1/2000	Via Mail	J. S.
92	4/6/2000	50,000	H	4/20/2000	Via Mail	M. P.
93	4/13/2000	67,000	H	5/22/2000	Via Mail	N. H.
94	4/18/2000	100,000	H	4/25/2000	Via Mail	U. P. B.
95	4/21/2000	20,000	H	5/22/2000	Via Mail	G. P.
96	4/25/2000	50,000	H	5/25/2000	Via Mail	L. B.
97	4/26/2000	250,000	H	5/22/2000	Via Mail	M. P.
98	4/27/2000	25,000	H	5/25/2000	Via Mail	J. B.
99	5/1/2000	18,000	H	5/30/2000	Via Mail	F. N.
100	5/2/2000	50,000	H	5/22/2000	Via Mail	M. K.
101	5/4/2000	50,000	H	5/15/2000	Via Mail	L. H. G.
102	5/9/2000	24,000	H	5/22/2000	Via Mail	M. K.
103	6/12/2000	3,000	H	6/20/2000	Via Mail	M. K.
104	6/13/2000	50,000	H	7/6/2000	Via Mail	B. M.
105	6/19/2000	42,000	H	7/20/2000	Via Mail	C. R.
106	6/29/2000	2,000	H	7/20/2000	Via Mail	M. K.
107	6/30/2000	2,000	H	7/20/2000	Via Mail	M. K.
108	7/7/2000	38,000	H	8/1/2000	Via Mail	N. S. F.
109	7/7/2000	50,000	H	8/1/2000	Via Mail	J. P.
110	7/10/2000	300,000	H	7/25/2000	Via Mail	B. S.
111	7/20/2000	40,000	H	8/21/2000	Via Mail	D. D.
112	7/26/2000	90,000	H	8/14/2000	Via Mail	P. C.
113	7/26/2000	30,000	H	8/14/2000	Via Mail	P. C.
114	7/28/2000	3,000	H	8/29/2000	Via Mail	M. K.
115	7/31/2000	112,000	H	9/1/2000	Via Mail	M. V., Inc.
116	8/16/2000	100,000	H	9/20/2000	Via Mail	M.
117	8/16/2000	100,000	H	9/20/2000	Via Mail	M. P.
118	8/17/2000	50,000	H	9/20/2000	Via Mail	M. C.
119	8/24/2000	57,000	H	10/2/2000	Via Mail	L. D. A.
120	8/28/2000	2,000	H	9/21/2000	Via Mail	M. K.
121	8/29/2000	500,000	WT - New Mexico - Georgia			9/20/2000 Via Mail
			R. H.			
122	8/29/2000	54,000	H	10/2/2000	Via Mail	S. S.
123	9/1/2000	1,000,000	WT - New Mexico to Georgia			9/20/2000 Via Mail
			R. H.			
124	9/7/2000	10,000	H	10/10/2000	Via Mail	S. K.
125	9/7/2000	25,000	H	10/24/2000	Via Mail	S. S.
126	9/12/2000	640,000	Mail		W. B.	
		Total 6,103,000				

All in violation of Title 18, United States Code, Sections

1341 and 2.

COUNTS SEVENTY-ONE HUNDRED TWENTY-SEVEN
THROUGH ONE HUNDRED TWENTY-EIGHT

(WIRE FRAUD)

28. Paragraphs One through Twenty-Three are realleged and incorporated by reference.

29. On or about the dates listed below, in the Northern District of Georgia and elsewhere, the defendant, THOMAS E. MCMURRAIN, aided, abetted and assisted by others known and unknown to the Grand Jury, having devised and intending to devise the aforesaid scheme and artifice to defraud, transmitted and caused to be transmitted by means of wire communication in interstate commerce certain signals and sounds for the purpose of executing the scheme and artifice to defraud:

Ct No	Date o/a	Amount	From Bank & Acct #	To Bank & Acct #	Sender
127	8/29/2000	500,000	First New Mexico Bank/ BoA 0032-6308-7761 Atlanta, GA	001010500101792	New Mexico V.C.P.
128	9/1/2000	1,000,000	First New Mexico Bank/ BoA 0032-6308-7761 Atlanta, GA	001010500101792	New Mexico V.C.P.

All in violation of Title 18, United States Code, Sections 1343 and 2. COUNTS ONE HUNDRED TWENTY NINE THROUGH ONE HUNDRED THIRTY (TRANSPORTATION OF STOLEN MONEYS)

30. Paragraphs One through Twenty-Three are realleged and incorporated by reference.

31. On or about the dates listed below, in the Northern District of Georgia and elsewhere, the defendant, THOMAS E. MCMURRAIN, aided, abetted and assisted by others known and unknown to the Grand Jury, did unlawfully transport and cause to be transported in interstate commerce via wire transfer from the states listed - below to the states listed - below, monies of a value in excess of \$5,000, taken by fraud, as listed below, knowing the same to have been taken by fraud,

Ct. No.	Date o/a	Amount	From	To
129	9/05/2000	\$800,000	BoA acct # 003263087761 Atlanta, GA	Chase Bank Texas Houston, TX
130	9/20/2000	\$300,000	BoA acct # 003263087761 Atlanta, GA	Chase Bank Texas Houston, TX

All in violation of Title 18, United States Code, Sections 2314 and 2. COUNT ONE HUNDRED THIRTY-ONE (BANK FRAUD)

32. Beginning on or about September 6, 2000, and continuing until on or about October 20, 2000, in the Northern District of Georgia, the defendant, THOMAS E. MCMURRAIN, did (1) devise and intend to devise a scheme and artifice to defraud and (2) to obtain money, funds and other property owned by and under the custody and control of Fidelity National Bank, a financial institution, whose deposits were insured by the Federal Deposit Insurance Corporation, and by means of false and fraudulent pretenses, representations, and promises, as well as by omissions of material facts, well knowing and having reason to know that said pretenses, representations and promises were and would be false, and that said omissions were and would be material, did attempt to execute and did execute that scheme by presenting for payment and negotiation to Fidelity National Capital Investors, Inc. check number 272 in the amount of \$500,000 drawn on the defendant's corporate account Consolidated Funding Group Ltd account number 38500000104674 with U.S. Securities Cash Fund payable through United Missouri Bank (UMB) Warsaw, Missouri, well knowing at the time of presentment and at the time of collection that there was not and would not be sufficient funds in the defendant's account to cover payment when Fidelity

National Bank would present it for payment, in violation of Title 18, United States Code, Sections 1344(1) and (2).

COUNTS ONE HUNDRED THIRTY-TWO
THROUGH ONE HUNDRED FIFTY-THREE
(Engaging in Monetary Transactions in
Property Derived from Specified Unlawful Activity)

33. The Grand Jury hereby realleges and incorporates by reference paragraphs one through twenty-three of this indictment. 34. On or about the dates listed below, in Atlanta, Georgia, within the Northern District of Georgia and elsewhere, the defendant THOMAS E. MCMURRAIN, aided, abetted and assisted by others known and unknown to the Grand Jury, knowingly and willfully engaged in the following monetary transactions affecting interstate commerce by, through, and to financial institutions, the deposits of which were insured by the Federal Deposit Insurance Corporation, in criminally derived property of a value greater than \$10,000 that was derived from a specified unlawful activity, namely, mail fraud, in violation of 18 U.S.C. Section 1341, securities fraud in violation of 15 U.S.S. Sections 77q(a) and 77x, and bank fraud in violation of 18 U.S.C. Section 1344

Ct No	From	To	Wire or check #	Date	Amt
132	BoA acct # 003263087761	Atlanta, GA	Chase Bank of Texas, Houston TX		
	Wire	08/31/2000	50,000		
133	BoA acct # 003263087761	Atlanta, GA	Chase Bank of Texas, Houston TX		
	Wire	9/5/2000	800,000		
134	BoA acct number 003263087761	Atlanta, GA	Chase Bank of Texas, Houston TX		
	Wire	9/20/2000	300,000		
135	US Global Investors acct of Consolidated Funding Group Ltd	San Antonio, TX			
	FCC via FNB Decatur, GA	Ck 268		9/01/2000	100,000
136	US Global Investors acct of Consolidated Funding Group Ltd	San Antonio, TX			
	Beyondz Atlanta, GA	Ck 270		9/01/2000	100,000
137	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Cool Dog Atlanta, GA	Ck 274		9/07/2000	40,000
138	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	E-subcontractor.com Atlanta, GA	Ck 275		9/07/2000	100,000
139	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Storm Consulting LLC, GA	Ck 316		8/30/2000	30,000
140	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	First Clearing via FNB Decatur, GA	Ck 320		9/20/2000	250,000
141	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Pace Academy Atlanta, GA	Ck 321		9/23/2000	30,000
142	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	FCC via FNB Decatur, GA	Ck 277		9/24/2000	250,000
143	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Emergency One Holding Corporation Atlanta, GA	Ck 278		9/26/2000	50,000
144	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Emergency One Holding Corporation Atlanta, GA	Ck 281		9/28/2000	100,000
145	US Global Investors account of Consolidated Funding Group Ltd	San Antonio, TX			
	Shhhout via Sun Trust Bank Stockbridge, GA	Ck 286		9/28/2000	17,100
146	Fidelity National Capital Investors, Inc., account at First Clearing Corporation Atlanta, GA	Consolidated Funding Group Las Vegas, NV	Ck 865-00446	9/25/2000	250,000
147	BoA acct# 003263087761	Atlanta, GA	Global E tutor.com Atlanta, GA		
1992	8/17/2000	65,000			

148	BoA acct #	003263087761	Atlanta, GA	Shhhout Stockbridge, GA	Ch 1994
		8/17/2000	15,000		
149	BoA acct #	003263087761	Atlanta, GA	Global E tutor.com	Atlanta, GA
	Ck 2001	8/21/2000	37,000		
150	BoA acct #	003263087761	Atlanta, GA	Global E tutor.com	Atlanta, GA
2058		8/30/2000	50,000		Ck
151	BoA acct #	003263087761	Atlanta, GA	E- subcontractor. com	Atlanta, GA
	Ck 2055	8/30/2000	100,000		
152	BoA acct #	003263087761	Atlanta, GA	Global E tutor.com	Atlanta, GA
2075		9/01/2000	80,000		Ck
153	BoA acct #	003263087761	Atlanta, GA	Global E tutor.com	Atlanta, GA
2095		9/05/2000	46,000		Ck
			2,860,100		

All in violation of Title 18, United States Code, Sections 1957 and 2.
 FORFEITURE PROVISION

1. Upon conviction of one or more of the mail fraud, wire fraud, and transportation of stolen money offenses in violation of 18 U.S.C. §§ 1341, 1343, and 2314, alleged in Counts Sixty-Four through One Hundred Thirty of this Indictment, Defendant THOMAS E. MCMURRAIN, shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. 2461(c) all property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

2. Additionally, upon conviction of the bank fraud offense in violation of 18 U.S.C. § 1344, alleged in Count One Hundred Thirty-One of this Indictment, defendant THOMAS E. MCMURRAIN, shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(2) all property constituting or derived from proceeds he obtained directly or indirectly as a result of the offense.

3. Furthermore, as a result of committing one or more of the money laundering offenses in violation of 18 U.S.C. § 1957, alleged on Counts One Hundred Thirty-Two through One Hundred Fifty-Three of this Indictment, Defendant THOMAS E. MCMURRAIN shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(1) any and all property, real and personal, involved in the money laundering offenses, and any property traceable to such property.

4. If, as a result of any act or omission of the defendant, any property subject to forfeiture:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been co-mingled with other property which cannot be subdivided without difficulty;

the United States intends, pursuant Title 21 United States Code, Section 853(p), as incorporated by Title 18 United States Code, Section 982 (b) and 28 U.S.C. § 2461(c), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property.

SPECIAL FINDINGS

With respect to the defendant's criminal activity,

- 1). the total loss amount to the victims exceeded \$9,000,000.
- 2). the offenses involved more than minimal planning.
- 3). There were over eighty victims.
- 4). The defendant was the organizer and leader of a criminal activity that was otherwise extensive.
- 5). The defendant substantially jeopardized the safety and

soundness of a financial institution, that is Fidelity National Capital, a broker/dealer registered with the Securities and Exchange Commission

6) The offense involved sophisticated means.

A

BILL

FOREPERSON

SALLY QUILLIAN YATES.
ACTING UNITED STATES ATTORNEY