



Roseann J. Bour, Counsel
Telephone: (612) 667-3406
roseann.j.bour@wellsfargo.com

October 11, 2010

Via Facsimile (763) 417-9112 and U.S. Mail

Jill Clark
Jill Clark, P.A.
2005 Aquila Avenue North
Golden Valley, MN 55427

Re: *Melony Michaels and John Foster v. First USA Title, LLC, et al.*
Court File No.: 27-cv-10-20167

Dear Ms. Clark:

I am writing on behalf of Wells Fargo Bank, N.A. ("Wells Fargo"). A subpoena *duces tecum* in the above-referenced matter has been forwarded to me. Wells Fargo is attempting to compile documents in preparation for production. However, considering the substance of the requests, Wells Fargo submits the following objections pursuant to Rule 45 of the Minnesota Rules of Civil Procedure.

First, Wells Fargo objects to each request to the extent it is overly broad and imposes an undue burden on Wells Fargo. For example, but not limitation, "[a]ll emails, notes, text messages, Facebook messages, intra-bank electronic communication/messages (by whatever name), phone messages, notes. . ." and "[a]ll documents about (including communications, and including electronic documents) about Jerry Moore. . ." Further, the requests seek information that appears to go well beyond the subject matter of the underlying lawsuit. As a nonparty, Wells Fargo will not incur the burden and expense of responding to overly broad requests.

Second, Wells Fargo objects to each request to the extent it seeks documents containing confidential, private, proprietary, or trade secret information of Wells Fargo. By way of example, but not limitation, Wells Fargo considers its Code of Ethics policy to be confidential business information. At this time, Wells Fargo will not produce such documents, absent a protective order for confidentiality.

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Third, Wells Fargo objects to each request to the extent it seeks documents, such as e-mails, computer inquires, or any other records stored electronically or otherwise, that are not part of any physical file and are, therefore, not readily available. For example, but not limitation, "[a]ll emails, notes, text messages, Facebook messages, intra-bank electronic communication/messages (by whatever name), phone messages, notes. . ." and "[a]ll documents (including communications, and including electronic documents). . ." Requiring Wells Fargo, a nonparty, to search for the existence of such records imposes an undue and unfair burden in terms of employee hours and financial costs. Wells Fargo will not bear that burden.

Fourth, Wells Fargo objects to each request to the extent it seeks documents prohibited by law from disclosure. Wells Fargo cannot produce such documents and information if any exist.

Fifth, Wells Fargo objects to each request to the extent it seeks documents containing confidential, private, or personal information of consumers or any other third party, and such consumers or third parties have not received notice of the Subpoena or given a reasonable opportunity to object to the production of their confidential or private information. Wells Fargo can only produce such information if it is satisfied that appropriate notice to consumers or third parties have been given and received.

Sixth, Wells Fargo objects to each request to the extent the description of the requested documents and/or information is vague, ambiguous and unintelligible and does not identify the documents requested or the information sought with reasonable particularity. For example, but not limitation, it is not known what is meant by "'unofficial' HR file."

Seventh, Wells Fargo objects to each request to the extent it seeks documents and information protected from disclosure by the attorney-client privilege, attorney work product doctrine, or any other applicable privilege. Wells Fargo will not produce such privileged documents and information.

Eighth, Wells Fargo objects to each request on the grounds that no provisions have been made and no agreements have been reached to provide Wells Fargo with reasonable compensation for the compilation, copying and production of the documents sought. Please be advised that Wells Fargo will exercise its right to reimbursement under all applicable rules.

Wells Fargo reserves the right to supplement or amend these objections and its responses. The failure of Wells Fargo to make a specific objection to a particular, individual document request is not, and shall not be construed as, an admission that responsive information exists. Subject to and without waiving objections, Wells Fargo is in the process of gathering responsive documents related to Jerry Moore. Wells Fargo hopes that the documents to be

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produced will meet your needs and is willing to work with you to reach a mutually acceptable resolution of any disputes that may arise related to the production of documents.

Please feel free to contact me at (612) 667-3406 to discuss this matter further.

Best regards,

A handwritten signature in black ink that reads "Roseann J. Bour". The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail.

Roseann J. Bour
Counsel

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**WELLS
FARGO**

Law Department
MAC N9305-175
Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55479
612 667-5098 Fax

sally.a.cherrier@wellsfargo.com
Ph. 612-667-8293

October 12, 2010

Jill Clark
Jill Clark, P.A.
2005 Aquila Avenue North
Golden Valley, MN 55427

RE: Melony Michaels and John Foster v First USA Title, LLC et al
Our File: 0466161-02
Your Case: 27-cv-10-10267

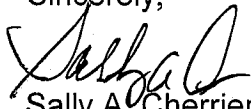
Dear: Ms. Clark:

I, Sally Cherrier, declare that I am employed by Wells Fargo Bank, N.A., and one of the duly authorized Custodians of Records with the authority to certify the authenticity of records.

Enclosed please find the requested employment information.

If you have any further questions, please contact me at (612) 667-8293.

Sincerely,



Sally A. Cherrier
Minneapolis Legal Process

Enclosures

**Wells Fargo Investigations
Internal Investigations
Case Summary Form**

COLLATERAL CODES

Case #: I-10-06150 Status: Closed Investigator: Jodell Millard

Case Name:

Moore, Jerry

Case Type: Case Sub-Type: Source? Source #

Code of Ethics Violations Falsified Employment Application Ethics Line

Initial Fraud Date Date Reported: Date Opened: Date Closed:

03/01/2010 07/14/2010 07/15/2010 08/12/2010

Involved WF/WB Accounts Unknown/None

Acct #(s)	COID	Product Type	Opened	<input checked="" type="checkbox"/> Closed

HR Representative: Date HR Notified:

Tanya Berlin 07/15/2010

Primary Contact: Phone: Position: Date Primary Contact Notified:

Reported By: Phone: Legal Representative: Date Legal Notified:

DECLINED

Outside Agency: Outside Agency Contact Name: Outside Agency Phone #: Outside Agency Case #:

Legacy: Wachovia Wells Fargo

Team Member AU? 0009672

Group GREAT LAKES REGIONAL BANKING

MINNETONKA
5120 COUNTY ROAD 101
MINNETONKA, MN 55345-4132

Region
Sub Region WEST METRO MARKET
Market WEST CENTRAL DISTRICT
Sub Market

Potential Loss	\$0.00
Prev/Not Lost	\$0.00
Actual Loss	\$0.00

The Loss Potential on this case is \$0.

Recovery Amount	1	2	3	Total
By Date	\$0.00	\$0.00	\$0.00	\$0.00

Restitution Total \$0.00

[View History](#)

Employee Information

PERSONAL INFORMATION

EMPLID: 00000866815	COMPANY: B10	FIRST START DT: 03/01/2010
NAME: MOORE, JERRY L	DEPT: 000001201 RTL BKG-MN	LAST START DT: 03/01/2010
CORP HIRE DATE: 03/01/2010	F/P: Reg-Time	REG/TEMP: Regular
SYSTEM SECURITY STATUS: Active	TERM EFFDT:	SHIFT: 1
	LOA:	RETIREMENT DT:
	LAST DAY WORKED:	ACQ CODE:

CONFIDENTIAL INFORMATION

FORMER NAME	BIRTH DT	DEATH DT
	04/15/1977	
HOME ADDRESS	HOME PHONE	SSN
151 8TH AVE S 311		338-68-468
HOPKINS	MN 55343	

POSITION INFORMATION

POSITION NBR	JOB CODE	JOB GROUP	JOB CLASS	JOB Catego
00635547	547005 PERSONAL BANKER 1	Z Unknown	2	5 Clerical
MAC	LOCATION	PHONE	OFFICER CD COMPANYGL ENTITY	AU STI
N9222-011	0000000456 MTKA-5 101	612/316-4460 Ext:	B10 00000 0009672	
			EXEC	ORG
			COMMUNITY BKG	GRT LKS F
REPORTS TO	SUP NAME	SUP PHONE		
00032236 STORE MANAGER 3	BREMER, BENJAMIN JOHN	612/316-4455		

EDUCATION INFORMATION

EDUC LEVEL	EDUC DEGR DT
0 M-Unknown	
DEGREE	MAJOR

IDENTIFY/DIVERSITY

GENDER	MARITAL	MILITARY STATUS	DISABLED	DISABLED VET	ETHNIC G
Male	Single		N	N	BLACK

[Employee History](#) [Salary Information](#) [Paycheck Information](#) [Benefits Information](#) [Position Data](#)

[Return to Search](#) [Previous in List](#) [Next in List](#)

Employee History Information

PERSONAL INFORMATION

EMPLID: 00000866815 COMPANY: B10 FIRST START DT: 03/01/201
NAME: MOORE, JERRY L DEPT: 0000001201 RTL BKG-MN LAST START DT: 03/01/201
CORP HIRE DATE: 03/01/2010 F/P: Reg-Time REG/TEMP:
SYSTEM SECURITY Active TERM EFFDT:
STATUS: LOA:
LAST DAY WORKED: ACQ CODE:

RETIREMENT DATE: TYPE:

EFF DATE	EFF SEQ	ACT	REAS	COMP	SALARY	POSITION	JOB CD	CLASS	TITLE	F/P	R/T
03/25/2010		XFR	L	B10	18.27	00635547	547005	2	PERSBNKR1	F	R
03/01/2010		HIR	HIR	B10	18.27	01059002	547005	2	PERSBNKR1	F	R

[Employee Information](#) [Salary Information](#) [Benefit Summary](#)

[Return to Search](#)

[Employee Information](#)

[Dependent Enrollment Summary](#)

[Paycheck Information](#)

[Salary Information](#)

[Employee Hi](#)

[Return to Search](#)

[Update/Display](#)

Ee Benefits Sum Nw | [Cms Emp Med Nw](#)

Dependent Enrollment Summary		Cms Dep Med Nw	
PERSONAL INFORMATION			
EmpID: 00000866815	Company: B10	ORIG EMPLID:	
Name: MOORE, JERRY L	Dept: 0000001201 RTL BKG-MN	MEDICAL SUBSIDY:	
SSN: 338-68-4682	F/P: Reg-Time	DENTAL SUBSIDY:	
Corp Hire Date: 03/01/2010	LOA:	RET MED IND:	
Smoker: N	Term Effdt:	ACQ CODE:	
Marital Status: S	Last Day Worked:		
Marital Status Dt: 03/01/2010			

Health Benefit				Customize	Find		First
Plan Type	CBR Evt ID	Cvg Election	Covrg Begin Dt	Benefit Plan	Coverage	Covrg	
10 Medical	0	E	04/01/2010	MN30 CDHP-Slvr	3 You+Child	03/14/	
11 Dental	0	E	04/01/2010	1101 Den-Stndrd	3 You+Child	03/14/	
14 Vision	0	E	04/01/2010	1403 EyeMed	3 You+Child	03/14/	
15 DP Medical	0	W	04/01/2010			03/14/	
16 DP Dental	0	W	04/01/2010			03/14/	
17 DP Vision	0	W	04/01/2010			03/14/	

Life AD/D Benefit				Customize	Find		First
Plan Type	CBR Evt ID	Cvg Election	Covrg Begin Dt	Benefit Plan	Coverage	Covrg	
2M S/P OTL	0	W	04/01/2010			03/14/	
25 Dep Life	0	W	04/01/2010			03/14/	

Dependent(s)				Customize	Find		First		
Details	Dependent Name	SSN	Birth Date	Age Rel	Sex	Smk	Stu	Dis	CBR EmplID
Details	01 AARIONNA BROWN		02/22/1995	15 Daughter	F	N	N	N	

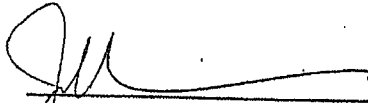
[Employee Benefit Summary](#)

[Return to Search](#)

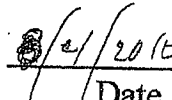
Dependent Enrollment Summary | [Cms Dep Med Nw](#)

ADMINISTRATIVE ADVISORY

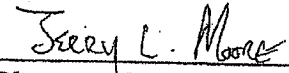
This is a formal investigation. As such, as part of Wells Fargo's policies and Code of Ethics, all employees are required to fully cooperate with management. We have been appointed by management of Wells Fargo to conduct this investigation related to the issue under investigation. Please recognize that as a condition of your employment with Wells Fargo, you are required to be completely truthful, and provide full disclosure with respect to any and all information you have related to this matter. Additionally, the information you provide should be accurate and complete to the best of your knowledge. Failure to provide truthful, complete, and accurate information will result in disciplinary action, up to and including termination. If you understand this requirement, please sign below acknowledging same.



Employee Signature



Date



Please print name

- As Chair of the development and marketing committee (AAFS) made major revisions to the Annual Fund Development Plan which resulted in increased individual giving & earned income by 150%.

Community & Economic Development

- Served as a member of commercial, economic and community development steering committee of Minneapolis revitalization effort. This committee reviewed and recommended development strategies for the city.
- As lead volunteer for funding allocation committee for the Greater Twin Cities United Way oversaw extensive restructuring of its "areas of impact"
- As policy analyst consultant worked closely with local, city and state government officials, served as liaison with communities of color and area businesses

Employment History

<i>Senior Sales Consultant</i> Inver Grove Hyundai	2009-Present	April 2009 - Feb 2010
<i>Internet Sales Manager</i> Burnsville Volkswagen	2005-2008	Aug 2004 - July 2005 ↑ terminated
<i>Business Development Sales Consultant</i> Thane Hawkins Enterprise Burnsville Honda	2000-2002	
<i>Business Consultant</i> City of Minneapolis Policy Analyst Consultant Funded Resources	2002-2005	Never worked there
<i>Program Director</i> St. Paul Urban League Youth & Adult Services	1998-2000	
<i>Program Manager</i> Minneapolis Urban League Health Education Division	1993-1997	He you

Appointments

- City of Lakes Community Land Trust*
Board of Directors
- Greater Twin Cities United Way*
Lead Volunteer Funding Allocation Committee
- African American Family Services*
Secretary, Board of Directors

Jace

98-357-708



Voluntary Statement

I, Jerrey Moore, make the following voluntary statement to Jodie Millard, who has identified herself as a representative of Wells Fargo Bank. No threats or promises were made to me in order to induce this statement.

That my resume submitted to Wells Fargo Bank had some inaccuracies around the By Volkswagen time period. I did not leave in 2009. I did imply this ~~because~~ I wanted to imply that I had a few more years of sales experience. This statement ~~should be~~ reflected to ~~the bank~~ and corrected. No one forced me to do this statement or threatened me. I did this because I wanted to work for Wells Fargo and wanted a new start in my life with a great organization.

My understanding of this inaccuracies I know could cause my reputation and the ~~statements~~ ^{on questions} made to me regarding any lawsuits ~~that~~ were made in regarding me being sued. I am currently being sued, however was never ~~sued~~ ^{on} and have never had a complaint serve against me regarding any lawsuit of any nature.

Signed By: [Signature]

Dated: 8/12/2010

Witnessed By: [Signature]

Witnessed By: Christopher C. Foster (KIT)

Wells Fargo Agreement Regarding Trade Secrets, Confidential Information, Non-Solicitation, And Assignment Of Inventions



I. Introduction

In consideration for my becoming employed and compensated by a Wells Fargo company and/or any of its past, present, and future parent companies, subsidiaries, predecessors, successors, affiliates, and acquisitions (collectively "the Company"), I agree as follows:

I acknowledge that the nature of my employment with the Company permits me to have access to certain of its trade secrets and confidential and proprietary information. Nevertheless, such information is, and shall always remain, the sole property of the Company. Any unauthorized disclosure or use of this information would be wrongful and would cause the Company irreparable harm. I also acknowledge that if in the course of my employment I develop inventions (as defined herein), I agree to assign these inventions to the Company.

II. Trade Secrets And Confidential Information

During the course of my employment I may acquire knowledge of the Company's Trade Secrets and other proprietary information relating to its business, business methods, personnel, and customers (collectively referenced as "Confidential Information"). "Trade Secrets" are defined as information, including but not limited to, a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets include, but are not limited to, the following:

- the names, address, and contact information of the Company's customers and prospective customers, as well as any other personal or financial information relating to any customer or prospect, including, without limitation, account numbers, balances, portfolios, maturity dates, loans, policies, investment activities and objectives;
- any information concerning the Company's operations, including without limitation, information related to its methods, services, pricing, finances, practices, strategies, business plans, agreements, decision-making, systems, technology, policies, procedures, marketing, sales, techniques and processes;
- any other proprietary and/or confidential information relating to the Company's customers, employees, products, services, sales, technologies, or business affairs.

I understand that Records of the Company also constitute Confidential Information and that my obligation to maintain the confidentiality thereof continues at all times during and after my employment. "Records" include, but are not limited to, original, duplicated, computerized, memorized, handwritten or any other form of information, whether contained in materials provided to me by the Company, or by any institution acquired by the Company, or compiled by me in any form or manner including information in documents or electronic devices, such as software, flowcharts, graphs, spreadsheets, resource manuals, videotapes, calendars, day timers, planners, rolodexes, or telephone directories maintained in personal computers, laptop computers, personal digital assistants or any other device. These records do not become any less confidential or proprietary to the Company because I may commit some of them to memory or because I may otherwise maintain them outside of the Company's offices.

I agree that Confidential Information of the Company is to be used by me solely and exclusively for the purpose of conducting business on behalf of the Company. I am expected to keep such Confidential Information confidential and not to divulge or disclose this information except for that purpose. If I resign or am terminated from my employment for any reason, I agree to immediately return to the Company all Records and Confidential Information, including information maintained by me in my office, personal electronic devices, and/or at home.



NDD14010

1/3/00

III. Non-Solicitation Of The Company's Customers And Employees

I agree that for a period of one (1) year immediately following termination of my employment for any reason, I will not interfere with the Company's business by directly or indirectly soliciting an employee to leave the Company's employ, by inducing a consultant to sever the consultant's relationship with Company, or by directly or indirectly soliciting business from any of the Company's clients, customers, or prospective customers whose identity became known to me during my employment with the Company. This one-year limitation is not intended to limit the Company's right to prevent misappropriation of its Confidential Information beyond the one-year period.

IV. Compliance With Other Agreements

It is understood that I have complied and will continue to comply with any other policies covering trade secrets, inventions, confidential information or solicitation from any former employer. I certify that, to the best of my information and belief, I am not a party to any other agreement that will interfere with my full compliance with this Agreement, including any agreement relating to the non-disclosure of information of any other individual or entity, or that prior to my employment I disclosed any such agreements to Wells Fargo for proper legal review. I also certify that I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral that conflicts with any provision of this Agreement.

V. Assignment Of Inventions

I agree to disclose to the Company promptly in writing complete information regarding all inventions that I make, conceive or first reduce to practice (alone or in conjunction with others) during my employment with the Company. For the purposes of this Assignment, the term "Invention" means any invention, discovery, design, formula, modification, improvement, new idea, business method, process, algorithm, software program, know how or trade secret, or other work or concept, whether recorded in a written document, electronically or not recorded at all and whether or not copyrightable or patentable. The categories of inventions that are subject to this assignment are: (1) all inventions that relate to the subject matter of projects I worked on during the period of my employment with the Company whether or not I made, conceived or first reduced the inventions to practice during normal working hours; and (2) all inventions involving the use of any time, material, information, or facility of the Company. I acknowledge and agree that all inventions and all worldwide intellectual property rights therein are owned by the Company. I agree that all inventions are deemed works made for hire under the U.S. Copyright Act and other applicable law. To the extent that any invention is not deemed a work made for hire, I hereby assign all of my right, title, and interest in and to all inventions and any and all intellectual property rights in such inventions to Company. I further waive any moral rights I may have in the inventions, to the fullest extent permitted by law.

By entering into this Assignment, I understand that I am not conveying any rights in inventions I may have made, conceived or first reduced to practice before my employment with the Company ("Prior Inventions"). If I claim ownership in any Prior Inventions, I have identified and provided a non-confidential description of each such Prior Invention in the space provided below (and on additional pages as necessary):

Notwithstanding the foregoing, this assignment of inventions as set forth above does not apply to an invention that I developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either: (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (ii) result from any work performed by me for the Company. (California residents only: I agree that this statement is intended to meet the Company's obligations to comply with the requirements of California Labor Code sections 2870-2872).

I further agree, without charge and at the Company's expense, to give the Company all assistance it reasonably requires to evidence, establish, maintain, perfect, protect, and use the rights to the inventions I have assigned to it. In particular, but without limitation, I agree to sign all documents, supply all information, and provide all written or oral testimony that the Company may deem necessary or desirable to: (i) transfer or record the transfer of my entire right, title, and interest in the assigned inventions; (ii) enable the Company to obtain patent protection for such inventions anywhere in the world; and (iii) protect and enforce Company's rights in the inventions and the intellectual property rights therein.

VI. Employment At Will

I understand that my employment with the Company is "at will" and nothing in this document changes, alters or modifies my "at will" status or my obligation to comply with all policies, procedures and rules of the Company, as they may be adopted or amended from time to time. My employment at will status may not be changed except in writing, signed by me and an executive officer of the Company.

VII. Partial Invalidity

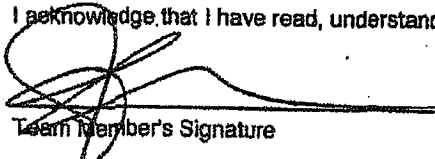
If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such provision shall be enforced to the greatest extent permitted and the remainder of this Agreement shall remain in full force and effect.

VIII. Choice Of Law/Integration/Survival

This Agreement and any dispute, controversy or claim which arises under or relates in any way to it shall be governed by the law of state where the incident(s) giving rise to the dispute or claim arose. This Agreement supersedes any prior written or verbal agreements pertaining to the subject matter herein, and is intended to be a final expression of our Agreement with respect only to the terms contained herein. There may be no modification of this Agreement except in writing signed by me and an executive officer of the Company. This Agreement shall survive my employment by the Company, inure to the benefit of successors and assigns of the Company, and is binding upon my heirs and legal representatives.

Acknowledgment

I acknowledge that I have read, understand, and received a copy of this Agreement and will abide by its terms.



Learn Member's Signature

3/1/2010

Date

Jiang Mame

Print Name

866815

Employee ID or Social Security Number

Mon 8 AM - 8 PM	Tue 8 AM - 8 PM	Wed 8 AM - 8 PM	Thu 8 AM - 8 PM
Fri 8 AM - 5 PM	Sat 9 AM - 2 PM	Sun	

Desired Minimum Pay: 42000.000000 Per: _____
 Geographic Preference: Minneapolis & St. Paul and surrounding suburbs

Are you willing to relocate? Yes No
 Are you willing to travel? Yes No If yes, how often? 26 - 50 %

Work Experience

Employer: _____ Start/End Dates: _____
 Ending Job Title: _____ Telephone: _____
 Description: _____

Education History

Highest Education Level: E-2 years college
 School _____
 Location _____
 Major _____
 Degree _____ Graduated

Licenses and Certificates

License or Certificate	Date Issued	License Certificate Number	Issued By
------------------------	-------------	----------------------------	-----------

Languages

Language	Speaking Proficiency	Reading Proficiency	Writing Proficiency
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Referral Details

Referral Source: Other
 SubSource: _____
 Specific Referral Source: My local Branch Manager
 Employee Referral Name: _____
 Member of your family: Yes No

Application Questions

If you completed these questions online, your answers are shown here. If you did not complete these questions online, please check either "Yes" or "No" to answer each of the questions below.

1. Have you ever been employed by Wells Fargo, including any of its acquired, merged, or affiliated institutions, or any of its subsidiaries; or indirectly, through a vendor or as an independent contractor?

No

Yes

If yes, please list:

Job Title:

Job Location:

Manager Name:

Begin Date:

End Date:

2. Upon employment, can you provide document(s) to establish your identity and eligibility to work in the United States?

No

Yes

3. Would your employment eligibility be contingent on Wells Fargo sponsoring or transferring your work visa?

No

Yes

If yes, when does your work visa expire?

4. Have you ever been involuntarily discharged or asked to resign from a position?

No

Yes

If yes, please explain:

At a previous employer the department funding was cut causing me to terminate my position.

5. Have you been convicted* of any felony within the past 10 years?

No

Yes

If yes, please explain:

6. Have you ever been disciplined for or the subject of an administrative order relating to conduct or practices involving any aspect of the financial services, insurance, securities or real estate industries or any other licensed industry or profession?

No

Yes

If yes, please explain:

7. Have you ever been convicted* of any crime involving dishonesty; breach of trust; fraud; theft; money laundering; or illegal manufacture, sale, distribution of, or trafficking in controlled substances?

No

Yes

If yes, please explain:

8. Have you ever committed an act of dishonesty or breach of trust (whether or not it resulted in conviction) in connection with any employment or against any Wells Fargo entity?

- No
- Yes

If yes, please explain:

9. Are you party to any agreement (e.g., non-compete or non-solicitation), that restricts your ability to perform the job you are applying for?

- No
- Yes

If yes, please explain:

10. Do you have any fiduciary appointments or board of directors positions?

- No
- Yes

If yes, please explain:

I sit on the Board of Directors of a non profit City of Lakes Community Land Trust.

11. If you are currently employed, do you plan to continue that employment if you accept a job at Wells Fargo?

- No
- Yes

If yes, please explain:

12. May we contact your current employer?

- No (or not currently employed)
- Yes

13. Do you own your own business?

- No
- Yes

If yes, please explain:

14. Are you related to, or do you have a close personal relationship with any employees, temporary workers, contract employees, or board members of Wells Fargo or its subsidiaries?

- No
- Yes

If yes, please provide:

Name of Relative or Other Individual:

Relationship:

Line of Business Name and Location:

15. Are you 18 years of age or older?

- No
- Yes

16. Prior to employment, you will be required to pass a criminal background check. Are you

willing to submit to a background check?

- No
- Yes

*For crimes involving dishonesty or breach of trust, "convicted" includes a plea of guilty, nolo contendere, no contest, or similar plea, participation in a pretrial diversion or deferred entry of judgment program even if the program was completed and charges were dismissed, bail forfeiture, or verdict or finding of guilt, with respect to either a felony or misdemeanor. You may omit juvenile court convictions and completely expunged convictions. For all other crimes, the definition of "conviction" is the same, except it does not include participation in a pretrial diversion or deferred entry of judgment program if charges were ultimately dismissed.

Resume Text

Resume Title: Resume/LM_2010.doc

Resume Text:

Additional Information

Application Information.

The information on the application will be used to determine the job seeker's qualifications and eligibility for the particular employment sought. The information will be maintained in accordance with applicable laws and regulations.

Pre-employment Testing and Drug Testing.

Wells Fargo may require you to pass preemployment and/or drug tests as a condition of employment.

Background Investigations.

Wells Fargo requires a background investigation if you are selected for hire.

Acknowledgment of At-Will Employment.

I understand that this application does not create a promise of any kind by Wells Fargo. If I am offered employment, my employment relationship with Wells Fargo will be "at-will", which means that it has no specified term or length; both Wells Fargo and I have the right to terminate my employment at any time, with or without advance notice and with or without cause. Any modification to the at-will employment status must be confirmed in writing by an officer of Wells Fargo at the level of executive vice president or higher, authorized by the senior Human Resources Manager for your region or line of business.

Truth and Completeness of Application.

I certify that all my answers on this application are true and complete. I understand that the falsification, omission or misrepresentation of fact on this application (or any other accompanying or required documents) may be cause for denial of employment or immediate termination of employment if hired, regardless of when or how discovered. I also authorize the investigation and verification of all statements and information contained in this application.

09/15


Please fill in your Social Security Number:

Social Security Number: 338 - 68 - 4682

Name as it appears on your Social Security Card: Jerry Moore

Name by which you prefer to be called: Jerry

Employee ID: 866815

Signature		Date	3/1/2010
		1	14982787

Cancel

338-68-4682

3724 34th Ave S Minneapolis, MN 55406

612.387.0223 jmoore0415@yahoo.com

Jerry L. Moore

Objective Results-oriented and resourceful sales professional with over 8 years experience leading profitable marketing and sales initiatives. Proven track record of generating increasing levels of sales volume.

Summary of Qualifications

- Proactive, self-directed and detail oriented
- Internet sales and marketing strategist
- Excellent relationship management skills
- Staff training and supervision skills
- Excellent verbal and written communication skills
- Experience in working with diverse populations across social/economic spectrum
- Known for commitment to and focus on client well being
- Extensive experience working with Non-Profits & Foundations and Community building partnerships.

Professional Experience

Sales & Internet Management

- Managed all sales activities generated from our Internet Sales division
- Created and maintain excellent relationships with all customers and vendors
- Conducted business in a variety of traditional and non-traditional methods, such as e-mails, telephone calls, in-person appointments, face book, twitter and others.
- Managed relationships with local banks, credit unions and chamber of commerce.
- Named sales person of the month three (3) times in my first six months.
- Recognized as the Top overall producer for achieving maximum profitability for 14 straight months in Finance and Insurance products and closing ratio.
- Supervised staff and performed annual evaluations ensured compliance with sales goal and (CSI) customer satisfaction index.

Business Development & Marketing

- Developed annual fundraising plan for MN first settlement house which resulted in \$150,000 for ongoing program and operations support.
- Served as lead volunteer organizer of capital campaign to support battered women center which raised \$500k towards the \$1.3 million capital goal.

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JLM

- As Chair of the development and marketing committee (AAFS) made major revisions to the Annual Fund Development Plan which resulted in increased individual giving & earned income by 150%.

Community & Economic Development

- Served as a member of commercial, economic and community development steering committee of Minneapolis revitalization effort. This committee reviewed and recommended development strategies for the city.
- As lead volunteer for funding allocation committee for the Greater Twin Cities United Way oversaw extensive restructuring of its "areas of impact"
- As policy analyst consultant worked closely with local, city and state government officials, served as liaison with communities of color and area businesses

Employment History

<i>Senior Sales Consultant</i> Inver Grove Hyundai	2009-Present
<i>Internet Sales Manager</i> Burnsville Volkswagen	2005-2008
<i>Business Development Sales Consultant</i> Thane Hawkins Enterprise Burnsville Honda	2000-2002
<i>Business Consultant</i> City of Minneapolis Policy Analyst Consultant Funded Resources	2002-2005
<i>Program Director</i> St. Paul Urban League Youth & Adult Services	1998-2000
<i>Program Manager</i> Minneapolis Urban League Health Education Division	1993-1997

Appointments

City of Lakes Community Land Trust
Board of Directors

Greater Twin Cities United Way
Lead Volunteer Funding Allocation Committee

African American Family Services
Secretary, Board of Directors

Education

AA Business Administration & Management, KRS Business and Computer School St. Louis Park, MN
1997

University of St Thomas – Institute for Executive Director Leadership
Minneapolis, MN 2008

References available upon requests

Please read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification. To be completed and signed by employee at the time employment begins.

Print Name: <u>M Moore</u>	First <u>JERRY</u>	Middle Initial <u>L</u>	Maiden Name
Address (Street Name and Number) <u>151 8th Ave S</u>		Apt. # <u>311</u>	Date of Birth (month/day/year) <u>4/15/1977</u>
City <u>Minneapolis</u>	State <u>MN</u>	Zip Code <u>55443</u>	Social Security # <u>338.68.4682</u>

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) _____
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - month/day/year) _____

Employee's Signature: [Signature] Date (month/day/year) 3/1/2010

Preparer and/or Translator Certification. (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature: _____ Print Name: _____
Address (Street Name and Number, City, State, Zip Code): _____ Date (month/day/year): _____

Section 2. Employer Review and Verification. To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C as listed on the reverse of this form and record the title, number and expiration date, if any, of the document(s).

LIST A	OR	LIST B	AND	LIST C
Document title: _____		<u>MN Drivers License</u>		<u>Social Security Card</u>
Issuing authority: _____		<u>State of MN</u>		<u>US Social Security Admin.</u>
Document #: _____		<u>Y345241220812</u>		<u>338-108-4082</u>
Expiration Date (if any): _____		<u>4-15-10</u>		_____
Document #: _____		<u>DW</u>		_____
Expiration Date (if any): _____		_____		_____

CERTIFICATION - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) 3-1-10 and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative: [Signature] Print Name: Alyson Klimes Title: Recruiter
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code): Human Resources, Northstar East Bldg, Suite 1300, Minneapolis, MN 55479 Date (month/day/year): 3-1-10

Section 3. Updating and Reverification to Avoid Re-Signing by Employer.

A. New Name (if applicable) _____ B. Date of Rehire (month/day/year) (if applicable) _____

C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.
Document Title: _____ Document #: _____ Expiration Date (if any): _____

I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative: _____ Date (month/day/year): _____

DO NOT PHOTOCOPY OF FAX I-9, send Original Only
Use Black or Blue Ink Only
DO NOT Use White Out



ND011001

338-63-4682

3724 34th Ave S Minneapolis, MN 55406

612.387.0223 jmoore0415@yahoo.com

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Named as a criminal complaint
[No]

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Lawbit - Larry Maxwell - 1/3/04



ND003002

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Business Consultant 2002-2005
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Youth & Adult Services

Program Manager 1993-1997
Minneapolis Urban League
Health Education Division

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City of Lakes Community Land Trust
Board of Directors

Greater Twin Cities United Way
Lead Volunteer Funding Allocation Committee

African American Family Services
Secretary, Board of Directors

- Internet Sales Consultant

*Contract relations
instituted*

*- City Clerk
giveness for
employment*

*2004 - Natalie Johnson
Council Member
Contracted*

*2005 - May be fired
it as income.
don't know -*

*Program
Coordinator*

*Program mgr in MSP
in 1999 -*



From: Northside Activist [mailto:northsideactivist@gmail.com]
Sent: Wednesday, August 18, 2010 1:34 PM
To: northsideactivist@gmail.com
Subject: Your employee, Jerry Moore

Dear Undisclosed Wells Fargo representatives,

Have you seen this city pages story on your employee, Jerry Moore.

<http://www.citypages.com/2010-08-18/news/jerry-moore-has-a-controversial-past/>

Please provide me with Wells Fargo's position/response on this article, and I will in turn share with the other concerned community members who can't believe this con-artist is working for your financial institution.

Thank you,

North Minneapolis Neighbor

CCT	LIST CHARGE STATUTE ONLY	MOC	GOC	CTY ATTY FILE NO.	CONTROLLING AGENCY	CONTROL NO.
1	609.903	X1300	X	07-3483	MN0270100	07011828
2	609.527	U1731	X			
3	609.52	U1069	X			
4	609.625	C1131	X			
5	609.527	U1739	X			
6	609.52	U1069	X			

COURT CASE NO. DATE FILED

Amended Tab Charge Previously Filed

If more than 6 counts (see attached) If Domestic Assault as defined by MS 518B01, sub2a,b

State of Minnesota,

PLAINTIFF,

VS.

- SERIOUS FELONY
- FELONY
- GROSS MISDM DWI
- GROSS MISDM
- SUMMONS
- WARRANT
- ORDER OF DETENTION
- EXTRADITION

NAME: first, middle, last
 LARRY DARNELL MAXWELL

Date of Birth
 1/27/55

MNCIS #:

DEFENDANT,

LE#: 07-39239
 SILS ID: 64281
 TRACK ID: 2195286

2309 RIVER POINTE CIRCLE
 MINNEAPOLIS, MN 55411

THE PROBABLE CAUSE AND OFFENSE PORTIONS OF THIS COMPLAINT HAVE BEEN AMENDED.

AMENDED COMPLAINT

The complainant hereby swears and certifies to the above named court and state that there is probable cause to believe that the defendant committed the following offense(s). This complaint states that the following facts establish PROBABLE CAUSE.

Your complainant, Cory Cardenas, is a sworn peace officer and a Detective with the Bloomington Police Department where I have been employed for more than ten years. In that capacity, and with the assistance of Investigator Glen Miller of the Hennepin County Attorney's Office, I have investigated reports of a pattern of criminal activity committed by **LARRY DARNELL MAXWELL**, the above named defendant, and REALTY EXECUTIVE ADVANTAGE PLUS GROUP (hereinafter, "REAPG"), ~~the above named defendant~~. REAPG is being charged and named as a defendant in a separate complaint.

This investigation has included interviews of the victims identified herein, an interview of defendant MAXWELL, interviews of third-party witnesses and potential co-conspirators, the execution of search warrants at MAXWELL's home and the offices of REAPG and Worldlink Mortgage, Inc., the latter being a mortgage brokerage business that has originated and brokered loans for customers (some real and some fictional) of defendants REAPG and MAXWELL and used MAXWELL as a loan officer, and the review and examination of numerous documents turned over to me by the victims identified herein and obtained from other sources by subpoena or voluntary cooperation. Although my investigation is ongoing, to date I have discovered that the defendants have been engaged in a racketeering and real-estate mortgage fraud scheme perpetrated by the identity thefts, forgeries and thefts by swindle described below.

I. DEFENDANT MAXWELL'S ASSOCIATION WITH ENTERPRISES ENGAGED IN CRIMINAL ACTIVITY

Defendant MAXWELL is a 52 year-old male, who holds a Minnesota real estate salesperson's license. U.S. District Court records in the District of Minnesota, Case No. 00-cr-00357-DSD-ESS-1, show that defendant MAXWELL pled

guilty to a real estate-related crime and was convicted of Aiding And Abetting False Information in violation of 18 U.S.C. § 1001(a)(3) and (2). U.S. District Judge Doty sentenced MAXWELL to five years of probation and ordered him to pay restitution in the amount of \$37,592.24 to the U.S. Department of Housing and Urban Development ("HUD").

Defendant REAPG is the assumed name of a general partnership operating as a licensed real estate brokerage business at 2309 River Point Circle in the City of Minneapolis, Hennepin County, Minnesota, which is also the home address of defendant MAXWELL. Minnesota Secretary of State and Department of Commerce records identify Vicki Yvette Cox-Maxwell, defendant MAXWELL's wife, and Halisi Edwards-Staten, a licensed real estate broker in Minnesota, as the officers, partners and owners of the general partnership operating as REAPG. Although Halisi Edwards-Staten is named in Minnesota Department of Commerce records as the "Primary Broker" for REAPG, Vicki Cox-Maxwell admitted to Investigator Glen Miller during the execution of the search warrant at the MAXWELL home that Edwards-Staten does not supervise or provide ongoing monitoring of the operations at REAPG and, in fact, no longer resides in Minnesota, but in Stone Mountain, Georgia. REAPG's operation of a real estate brokerage business without a licensed broker present (in this case, Edwards-Staten) is in violation of Minn. Stat. § 82.48, Subd. 3, which sets forth standards of conduct for brokers. Furthermore, according to MAXWELL's personal biography on REAPG's Internet website and documents discovered at REAPG's office (also MAXWELL's home), MAXWELL is both the territorial franchise owner of Realty Executives and employed by REAPG as a real estate agent. On his REAPG biography, defendant MAXWELL also advertises that he is a Certified Residential Specialist (CRS) and a Graduate of the Realtors Institute (GRJ). Vicki Cox-Maxwell and defendant MAXWELL's son, Larry Scott, are also employed as real estate agents at REAPG.

Worldlink Mortgage, Inc. is a corporation operating as an independent, residential mortgage originator and loan brokerage business located at 800 Washington Avenue North, Suite No. 107, in the City of Minneapolis, Hennepin County, Minnesota. Minnesota Department of Commerce records show that Worldlink is a licensed mortgage originator. According to a broker's agreement entered into between Centennial Mortgage & Funding, Inc. (a lender described more below), an individual named Terrance Large is both the President and a loan officer at Worldlink, and defendant MAXWELL is a Worldlink loan officer.

Defendant REAPG and/or Worldlink were directly involved in the fraudulent mortgage transactions and other criminal activity described later in this Complaint. Defendant MAXWELL, while employed by and associated with defendant REAPG and Worldlink, individually and with the assistance of others, intentionally conducted or participated in the identity thefts, forgeries, and thefts by swindle committed by those enterprises and other associations in fact.

II. DEFENDANT MAXWELL'S PATTERN OF CRIMINAL ACTIVITY WITH DEFENDANT REAPG, WORLDLINK AND OTHERS

Defendants REAPG and MAXWELL engaged in various mortgage-fraud schemes using their real estate business, experience, licenses, and affiliation with Worldlink, and associations with others to swindle money from lenders and individuals. They acted in their individual capacities and self-interests, and also conspired and associated with each other and other individuals in a pattern of criminal activity. My investigation began when J.F. reported to the Bloomington Police Department that his identity had been stolen and used by someone else to purchase two properties, and to obtain first and second mortgage loans secured by mortgages on those properties, without his knowledge or permission. ~~Currently,~~ As set forth below, defendants REAPG and MAXWELL have fraudulently procured or aided in fraudulently procuring more than \$2,000,000 in mortgage loans.

A. The Thefts of J.F.'s Identity and Swindling of Centennial Mortgage.

On October 16, 2007, I interviewed J.F. and his wife at the Bloomington Police Department. Investigator Glen Miller was present during that interview. J.F. and his wife reported that in approximately September 2006, he received in his

mailbox a mortgage statement addressed to him from Avelo Mortgage for a residential property at 1564 Hillside Avenue North, Minneapolis, Minnesota. J.F. told us that he never owned 1564 Hillside Avenue North, and he had never attended the closing of any mortgage related to that property. J.F. informed us that he had advised Avelo Mortgage of the erroneous loan and identity theft, provided that company with an affidavit of forgery, and initially made a police report to the Plymouth Police Department. J.F. explained that shortly thereafter he received correspondence addressed to him from Ocwen Mortgage regarding a second mortgage loan on 1564 Hillside Avenue North. J.F. also started receiving mail regarding unpaid insurance premiums and delinquent tax notices for 1564 Hillside Avenue North. Then, he received a Christmas card from Trent Bowman, a loan officer then at Centennial Mortgage & Funding, Inc. regarding 1564 Hillside Avenue North. Subsequent investigation has revealed that Avelo and Ocwen are successors-in-interest to loans originally granted by Centennial Mortgage & Funding, Inc. and Centennial, Inc.

J.F.'s wife explained that she contacted a realtor friend to help her investigate how her husband's name was used to purchase and finance 1564 Hillside Avenue North. J.F.'s wife told us that their realtor friend contacted Bowman at Centennial Mortgage & Funding, Inc. about the property. According to J.F. and his wife, Bowman admitted to their realtor friend that he was familiar with the financing of 1564 Hillside Avenue North (later investigation confirmed that Bowman was the in-house loan officer who handled the first and second mortgage loans given to J.F.'s stolen identity). According to J.F. and his wife, Bowman told Havlish that defendants REAPG and MAXWELL acted as both listing and buying agent for 1564 Hillside Avenue North.

J.F.'s wife then went to the office of Centennial Mortgage & Funding, Inc. in Bloomington, Minnesota, and received HUD-1 Settlement Statements for the first and second mortgage loans given to J.F.'s stolen identity to purchase 1564 Hillside Avenue North. Those HUD-1 Settlement Statements showed that First 4th USA Title was the title company that handled the loan closings for both mortgage loans. At First 4th USA Title, J.F.'s wife explained that she spoke with an office manager together with an attorney who purported to represent First 4th USA Title. The office manager told J.F.'s wife that there was a "fraud alert" on the 1564 Hillside Avenue North file. The First 4th USA Title attorney also informed J.F.'s wife that First 4th USA Title had closed two other mortgages in the name of J.F. (given to secure first and second mortgage loans extended by Centennial Mortgage & Funding, Inc. and Centennial, Inc.) for a residential property located at 8900-12th Avenue South, Bloomington, Minnesota. Moreover, the attorney told J.F.'s wife that there were four more residential properties being prepared for loan closings at their office. J.F. and his wife told us that they have never owned or attempted to purchase any of these properties.

The First 4th USA Title office manager and attorney gave copies of the closing documents for 1564 Hillside Avenue North and 8900-12th Avenue South, Bloomington, Minnesota to J.F.'s wife, who noticed among the documents she received copies of a false Minnesota driver's license and a false social security card for J.F., false tax statements, false W-2 forms, false pay stubs for UPS, where J.F. is actually employed, and false bank account statements. I have reviewed the title company documents and loan documents for both properties received from Centennial Mortgage & Funding, Inc. as a part of my investigation.

The First USA Title office manager was directly involved or personally familiar with the closings of the two already-closed properties and the four other residential properties being purchased with J.F.'s stolen identity. According to J.F.'s wife, the office manager told her that defendant MAXWELL was both the listing and buyer's agent on all these properties. She also told J.F.'s wife that MAXWELL was the owner of Worldlink. J.F.'s wife also learned from the office manager that, after the closings of the two properties, First 4th USA Title had contacted MAXWELL because of the fraud alerts on both files. MAXWELL told First 4th USA Title that J.F. was a family friend for 18 years and assured the title company that it need not worry. MAXWELL then provided the title company with copies documents, including a bank statement, tax returns, 401K plan, pay stubs and other information, which are false according to J.F. and his wife. J.F. and his wife have confirmed that they have never known MAXWELL, and he has certainly never been a family friend.

On October 17, 2007, Investigator Glen Miller and I met with several officers of Centennial Mortgage & Funding, Inc. at the lender's Bloomington office, including bank President Alvin Gelschus, Executive Vice-President Steve Norcutt, and Raymond Reinhardt, a Senior Vice-President of a Centennial subsidiary or affiliate, Award Mortgage. They were aware that fraud was used to obtain the first and second mortgage loans issued by their company to J.F.'s stolen identity for the purchase of 1564 Hillside Avenue North and 8900-12th Avenue South, Bloomington, Minnesota. Centennial Mortgage & Funding, Inc. verified that Trent Bowman was the in-house loan officer who processed and funded the loans on these (and other) properties where defendant MAXWELL was acting as either a realtor with defendant REAPG and/or an independent loan originator. MAXWELL provided Bowman with initial loan applications and other supporting material to review and process. They provided Investigator Miller and me with a copy of an incomplete spreadsheet containing data from their records about suspected fraud in connection with loans secured by ten residential properties, including among them the two sold to J.F.'s stolen identity, and three others in Hennepin and Anoka Counties sold to a woman named Tanya Patterson: (1) 3431 Penn Avenue North in Minneapolis; (2) 3123 Newton Avenue North in Minneapolis; and (3) 4940-4946 101st Lane Northeast in Blaine. (See Section B below regarding the Patterson properties).

On November 3, 2007, Investigator Miller and I interviewed Bowman at his home in Brooklyn Park, Minnesota. Bowman admitted that he knew defendant MAXWELL, and that he had done approximately 40 to 50 loan transactions with MAXWELL over the past few years. Bowman explained that during the past year, beginning with the loans made to the identity of J.F., which were secured by mortgages of 1564 Hillside Avenue North and 8900-12th Avenue South, Bowman admitted that he became aware of potentially fraudulent activity. Bowman told us that defendant MAXWELL has conducted business with Bowman as both a real estate agent of defendant REAPG and as a loan broker of Worldlink Mortgage, Inc. for as long as Bowman has known him. Bowman explained that the J.F. loans were "no document" loans, and were extended based on J.F.'s good credit score (which the real J.F. then had).

Bowman also told us that defendant MAXWELL had acted as a dual agent in the sale of Bowman's deceased mother's home located at 3122 Russell Avenue North, Minneapolis, Minnesota. Bowman, who held the home in trust, explained that he had estimated the house to be worth approximately \$219,000 based on a previous appraisal. MAXWELL told Bowman that to sell the house, MAXWELL would need \$249,000. Bowman and his family members spent approximately \$6,500 on repairs to the home before sale. MAXWELL produced a buyer and, at closing, Bowman noticed a disbursement of \$31,000 being paid to Gill Construction. Bowman told us that Gill Construction never did any work on the house, and that none of Bowman's family members worked for Gill Construction. Bowman asked defendant MAXWELL to step out in the hallway at the closing to confront him about the apparently fraudulent disbursement to Gill Construction. According to Bowman, defendant MAXWELL's response was simply that he "got the deal done," and MAXWELL explained that Gill Construction was a legitimate construction company that does a lot of work. Bowman admitted that he allowed the closing to go through because he felt a lot of pressure from his family to get the house sold. MLS records show Larry Scott, MAXWELL's son, as the REAPG listing agent representing Bowman in the sale of his mother's property.

On November 15, 2007, I obtained a search warrant from the Hennepin County District Court authorizing me to search 2309 River Point Circle, the REAPG office and MAXWELL home, together with MAXWELL's two Mercedes Benz automobiles and one Infiniti automobile. I also obtained another search warrant authorizing me to search the Worldlink Mortgage, Inc. office at 800 Washington Avenue North. With the assistance of other law enforcement officers, I executed both search warrants consecutively on November 15, 2007. Investigator Glen Miller was present during the execution of those search warrants.

My review of the documents, records and other materials uncovered at 2309 River Point Circle is ongoing. However, based upon my review so far, I estimate and suspect that we uncovered and seized dozens of fraudulent loan applications, in which defendants REAPG and MAXWELL were directly or indirectly involved, that were either closed or attempted to be closed. ~~From my review of MLS data and Hennepin County and City of Minneapolis property~~

2. 8900-12th Avenue South, Bloomington, Minnesota.

Defendant REAPG, acting by or through defendant MAXWELL or his subordinates at REAPG, facilitated the sale of the residential property at 8900-12th Avenue South, which J.F.'s stolen identity purchased on or about July 26, 2006, for \$259,900. Documents provided by J.F. and his wife discovered in their investigation of J.F.'s stolen identity, documents obtained from First 4th USA Title and Centennial Mortgage & Funding, Inc., and copies of the same documents and related documents recovered in the execution of a search warrant at the REAPG office and MAXWELL home bear signatures in the name of J.F., which the real J.F. and his wife have identified to be forgeries. Those documents include, without limitation, a forged purchase agreement, loan applications, HUD-1 Settlement Statements, first and second mortgage promissory notes, first and second mortgages, Truth-In-Lending statements, a Signature/Name Affidavit, a Request For Taxpayer Identification and Certification, a Borrower's Certification & Authorization, an Occupancy Statement, and other forms and addenda, together with a copy of a false Minnesota driver's license for J.F., which I have confirmed to be counterfeit.

The documents reveal that, based on the fraudulent loan applications initially prepared by MAXWELL (a Worldlink loan officer) and representations of MAXWELL and REAPG, Centennial Mortgage and Funding, Inc. and its affiliate, Centennial, Inc., granted J.F.'s stolen identity first and second mortgage loans in the amounts of \$207,920 and \$51,980, respectively, used to purchase the residential property at 8900-12th Avenue South. Based on the closing documents and information received from First 4th U.S.A. Title, defendant REAPG received \$19,181.75 in commissions for the sale of 1564 Hillside Avenue North. First 4th USA Title's files also include a copy of a cashier's check drawn on Franklin Bank dated July 26, 2006, with remitter of J.F. in the amount of \$1,900, the same amount appearing in the check register found in MAXWELL's nightstand.

Representatives of Centennial Mortgage and Funding, Inc. and its affiliate, Centennial, Inc., have confirmed that they would not have granted any of the loans secured by the residential property at 1564 Hillside Avenue North and 8900-12th Avenue South, had they known that J.F.'s identity had been stolen, that J.F. was unaware of the purchase of these properties, or that any of the above-referenced loan documents and supporting materials bearing J.F.'s name and/or signature were forged or the information provided to them was false.

B. The Swindling of Centennial Mortgage and others on the Financing of Three Properties in the Name of Tanya Patterson.

On October 9, 2007, Tanya Patterson called the Citizen's Information Line of the Hennepin County Attorney's Office and left a message requesting a return call about a mortgage fraud ring. On October 10, 2007, Patterson spoke with John Culbert, a law clerk at the Hennepin County Attorney's Office, about six real estate transactions with defendants MAXWELL and REAPG. Investigator Glen Miller was present during a portion of Patterson's phone call with law clerk Culbert. Additionally, I subsequently spoke with Patterson by phone. Furthermore, of the six known real properties purchased by Patterson with the guidance and assistance of defendants REAPG and/or MAXWELL, I have examined documents obtained from Centennial Mortgage & Funding, Inc. for the three properties that lender financed. As a result of these discussions and my review of the lender's documents, I learned the following information:

- Patterson is an inactive real estate agent in Fort Washington, Maryland;
- She was introduced to defendants MAXWELL and REAPG around October 2006, by a friend named Larry Charles Smith, who she said was also friends with MAXWELL;
- Patterson claims that MAXWELL falsely represented to her that he held a real estate broker's license;
- MAXWELL told Patterson that he could locate investment properties that are under market value and are occupied by renters or otherwise rentable, and that with his assistance she could rent the properties, use the equity to improve them, and sell them for a profit;
- Following MAXWELL's advice, Patterson purchased at least six properties in a short period of time;

- Properties located at 3431 Penn Avenue North in Minneapolis, 3123 Newton Avenue North in Minneapolis, and 4940-4946 101st Lane Northeast in Blaine were financed with first and/or second mortgage loans granted by Centennial Mortgage & Funding, Inc. or Centennial, Inc. (the first mortgage loan on the Blaine property was granted by First Franklin, a Division of National City Bank in Bloomington, Minnesota);
- To facilitate the purchase of these and three other properties, Patterson gave power of attorney to Larry Charles Smith;
- MAXWELL convinced Patterson to open a Wells Fargo Bank account with an initial deposit of \$100, and she provided MAXWELL with blank checks from the account, because MAXWELL told her that he needed them for down payments and closing costs for these "investment" properties;
- Patterson insists she did not transact business or deposit additional funds in this Wells Fargo account herself, but four checks totaling \$55,000 were made payable to MAXWELL and cashed, and two others totaling \$44,000 were made payable to Larry Charles Smith and cashed;
- According to Patterson, the appraisals of the properties purchased in her name were inflated and inaccurate (for example, the appraisals stated that there were appliances in the residences when there were none, and Patterson had to buy appliances for the properties herself);
- On November 30, 2006, shortly before the closing of the Blaine property, MAXWELL deposited \$50,000 in Patterson's Wells Fargo account, and Patterson cannot identify approximately \$98,000 in other deposits in her account;
- After Patterson's purchase of the three properties financed by Centennial Mortgage & Funding, Inc. and/or Centennial, Inc., she learned that Gill Construction had been paid at closing for improvements to the properties;
- Patterson actually paid for the improvements to these properties herself after the closings, and according to her Gill Construction did not complete any improvements to the properties purchased in her name; and
- First +st USA Title handled the closings of these three properties.

My review of information and records provided by Patterson and loan documents provided by Centennial Mortgage & Funding, Inc. regarding the Patterson properties financed by that lender shows that defendants REAPG and MAXWELL used false and misleading information, together with Patterson as a "straw buyer," to receive commissions and obtain disbursements from loan proceeds for loans that were not legitimately obtained.

1. 3431 Penn Avenue North, Minneapolis, Minnesota.

On or about November 22, 2006, with the guidance and assistance of defendants REAPG and MAXWELL, Patterson purchased 3431 Penn Avenue North for \$225,000. That purchase was financed with first and second mortgage loans in the amounts of \$180,000 and \$33,750 granted by Centennial Mortgage & Funding, Inc. and Centennial, Inc., respectively.

Trent Bowman was the loan officer at Centennial Mortgage & Funding, Inc. who processed and funded these loans. As described above, according to my discussion with Bowman, MAXWELL always originated loans with him by providing Bowman the initial loan application and supporting information. Again, MAXWELL (who described himself to me as the "deal maker" on the transactions involving him), was authorized to act and appeared to act as an independent loan officer/broker under the Worldlink broker's agreement entered into with Centennial Mortgage & Funding, Inc. In connection with the origination of these loans, MAXWELL staged funds in Patterson's Wells Fargo accounts so that the verification of deposit form relied on by Centennial Mortgage & Funding, Inc. showed there to be \$68,589 in Patterson's Wells Fargo account (which, according to her, she did not deposit in that account) on November 16, 2006.

REAPG received \$13,500 in commissions for the sale of this property and an administration fee of \$590, both payments disbursed at closing from the proceeds of these fraudulent loans. Additionally, disbursements paid at closing

from the proceeds of these fraudulent loans include a payment to Gill Construction (\$35,081.12), which Patterson has informed me made no improvements to that property.

2. 3123 Newton Avenue North, Minneapolis, Minnesota.

On or about November 22, 2006, with the guidance and assistance of defendants REAPG and MAXWELL, Patterson purchased 3123 Newton Avenue North for \$230,000. That purchase was financed with first and second mortgage loans in the amounts of \$184,000 and \$34,500 granted by Centennial Mortgage & Funding, Inc. and Centennial, Inc., respectively.

Again, Bowman was the loan officer at Centennial Mortgage & Funding, Inc. who processed and funded these loans. Again, MAXWELL originated the loans with Bowman by providing Bowman the initial loan application and supporting information, again acting or appearing to act under the Worldlink broker's agreement. Also in connection with the origination of these loans (the same day as the loans used to purchase 3431 Penn Avenue North, MAXWELL staged funds in Patterson's Wells Fargo accounts so that the verification of deposit form relied on by Centennial Mortgage & Funding, Inc. showed there to be \$68,589 in Patterson's Wells Fargo account (which, according to her, she did not deposit in that account) on November 16, 2006.

REAPG received \$13,800 in commissions for the sale of this property and an administration fee of \$590, both payments disbursed at closing from the proceeds of these fraudulent loans. Additionally, disbursements paid at closing from the proceeds of these fraudulent loans include a payment to Gill Construction (\$29,563.47), which Patterson has informed me made no improvements to that property. The HUD-1 Settlement Statement for the first mortgage loan also includes an inexplicable line item for payment of an additional \$20,605.89, purportedly for "Escrow for Judgement to Judgement [sic]."

3. 4940-4946 101st Lane Northeast, Blaine, Minnesota.

On or about December 5, 2006, with the guidance and assistance of defendants REAPG and MAXWELL, Patterson purchased 4940-4946 101st Lane Northeast for \$419,900. That purchase was financed with first and second mortgage loans in the amounts of \$314,925 and \$62,985 granted by First Franklin, a Division of National City Bank in Bloomington, Minnesota, and Centennial Mortgage & Funding, Inc., respectively.

Again, Bowman was the loan officer at Centennial Mortgage & Funding, Inc. who processed and funded the second mortgage loan. Again, it appears that MAXWELL successfully originated this loan with Bowman by providing Bowman the initial loan application and supporting information, again acting or appearing to act under the Worldlink broker's agreement. In connection with the origination of both the first and second mortgage loans, MAXWELL again staged the funds in Patterson's Wells Fargo account (which contained only \$300 on November 28, 2006). Wells Fargo account records provided by Patterson show that the account was funded with a \$50,000 wire transfer from a "larry [sic] Maxwell" account on November 30, conveniently making it appear that Patterson had sufficient funds to qualify for the financing and providing for Larry C. Smith, Patterson's attorney-in-fact, with sufficient funds for the December 5, 2006 closing. Wells Fargo account records also show two \$22,000 checks (totaling \$44,000) made payable to Larry C. Smith on November 30, 2006, out of this same account. The HUD-1 Settlement Statement for the first mortgage loan shows that \$41,687.70 was paid by the borrower (here Smith for Patterson) at closing.

Also, according to the HUD-1 Settlement Statement for the first mortgage loan, defendant REAPG and a realty company named Action Plus Realty received and split approximately \$50,388 in commissions for the sale of this property. Additionally, disbursements paid at closing from the proceeds of these fraudulent loans include a payment to Gill Construction (\$23,043.75), which Patterson has informed me made no improvements to that property.

Representatives of Centennial Mortgage and Funding, Inc. and its affiliate, Centennial, Inc., have confirmed to me that they would not have granted any of these loans to Patterson secured by the residential property at 3431 Penn Avenue North, Minneapolis, 3123 Newton Avenue North, Minneapolis, and 4940-4946 101st Lane Northeast, Blaine, had they known that MAXWELL was staging funds in Patterson's Wells Fargo account, that Patterson herself did not have sufficient funds belonging to her in that account, that disbursements were being made to a construction company, here Gill Construction, which according to Patterson made no improvements to the properties, or that any other information provided to them was false.

C. The Swindling of First Franklin Financial Corp., Timberland Mortgage Services, Inc. and BNC Mortgage, Inc. on the Financing of Four Properties using the Fictional Persona of Donald Williams.

During executions of the search warrants at MAXWELL's home and REAPG office, and Worldlink Mortgage, Inc., and as a result of Investigator Miller's review of MLS data and Hennepin County and City of Minneapolis property record summaries, I learned that defendant Maxwell and/or REAPG were involved in the purchase and financing of other residential real estate transactions involving a "Donald T. Williams."

Among the properties in the name of Donald T. Williams were 411 Penn Avenue South, 2806 Oliver Avenue North, 2731 Upton Avenue North, and 3654 Aldrich Avenue North in Minneapolis. At MAXWELL'S home and REAPG office, we uncovered and seized a false Minnesota driver's license bearing the name of Donald T. Williams, which I confirmed to be counterfeit by examining Minnesota Department of Motor Vehicle records. Found in an envelope with the counterfeit Donald T. Williams driver's license was a handwritten note, which states as follows:

D.L. # [digits intentionally omitted]
S.S. # [digits intentionally omitted]

On the Driver's licenses
Make Everything Identical
As the I.D. That's in
The envelope. If you can
put the number's I provided
on top, on the S.S. card

Faster you can do it
The faster I can build
this guy's credit.

Attempting to determine if the Donald T. Williams was a stolen identity being used by MAXWELL and REAPG in committing mortgage fraud, on December 7, 2007, Investigator Miller and I went to 2731 Upton Avenue North in Minneapolis and spoke with a tenant who resides there. The tenant told us that she began renting on November 1, 2007. She said that Donald Williams receives mail at that address and that he was the owner of the property.

She described Donald Williams as a short, bald-headed, black male. She explained that Donald Williams told her to save mail that came to 2731 Upton for him, and to give it to his property manager. She showed us mail that it was addressed to Donald Williams. She recalled a piece of mail that was very important to Donald Williams; it came from a "Tina" at the "Welfare Office." She stated that Donald Williams was recently driving a gray "Benz." She also showed us her lease agreement with Donald Williams.

Shortly after our meeting with the tenant at 2731 Upton Avenue North, Investigator Miller and I each received telephone messages from a person who identified himself as Donald Williams. This person claimed to be the owner of the suspect properties in his name. In a telephone conversation with me, this person (later confirmed to be Tyrone Tyson Williams) mentioned that he knew we had spoken to his tenant at 2731 Upton Avenue North. He denied that his identity had been stolen by MAXWELL. However, he admitted buying four properties using MAXWELL as a realtor, including the four properties described in this Complaint. This person refused to meet with me or Investigator Miller to look at the counterfeit driver's license found during the execution of the MAXWELL search warrant. He contended that the closings of the suspect properties were not done with false identification, that he also had a paper license and a Hennepin Technical College student identification, which he said he used at the mortgage/real-estate closings to purchase the properties. He also informed us that he works at a business named Jani-King. Williams stated that he will talk with MAXWELL, who he referred to as "Maxi," about our concerns.

Thereafter, I ran a state and federal criminal history check on Donald Taylor Williams and learned that alias was associated with Tyrone Tyson Williams. The physical description of Tyrone Tyson Williams in the BCA records generally matched the physical description of Donald Williams given by the tenant at 2731 Upton Avenue North. Reported names or aliases for Tyrone Tyson Williams in BCA records include Donald Taylor Williams and Tyson Tyrone Williams.

Furthermore, the FBI "rap sheet" regarding Donald Taylor Williams states, "all arrest entries contained in this FBI record are based on fingerprint comparisons and pertain to the same individual." The subject names listed on the FBI rap sheet are Tyrone Williams, Tyson T. Williams (AKA), Tyson Williams (AKA), Tyrone Tyson Williams (AKA), Tyson Tyrone Williams (AKA), Donald T. Williams (AKA), Myles Jackson (AKA), and Donald Williams (AKA). Reported dates of birth are 4/5/1971 (Tyrone Tyson Williams's birth date) and 4/5/1968 (the birth date on the counterfeit driver's license in the name of Donald T. Williams).

On December 10 and 18, 2007, Investigator Miller spoke with Joi Kvern, Williams's present Federal Probation Officer. According to Kvern, U.S. District Court records also indicate that Williams has used the alias name of Donald T. Williams. Also according to Kvern, the present address that Williams resides at was then 411 Penn Avenue South in the City of Minneapolis, Hennepin County, Minnesota. Williams is required to give a 10-day notice of any change of address or employment to Kvern, and he had not done so.

Kvern informed Investigator Miller that Williams told her that he is in a business named Jani-King with Rochelle Packard (the same business name mentioned by Donald Williams over the telephone to me Detective Cardenas). Williams submits monthly records of company earnings to Kvern. Investigator Miller spoke with corporate counsel for Jani-King International on December 18, 2007, and learned that only Rochelle Packard is associated with the franchise agreement. Jani-King International records indicate the present address of the Rochelle L. Packard, Jani-King franchise is 411 Penn Avenue South; the same address where Williams resides.

Kvern also informed Investigator Miller that her file indicates that Williams's wife or partner is Rochelle Packard who also resides at 411 Penn Avenue South. Rochelle Packard was a co-defendant in the last federal drug case in which Williams was convicted. Kvern stated that Williams had told him that he was interested in going to Canada to do business. Williams was advised that he could not do that while on probation.

On December 11, 2007, Investigator Miller went to the Hennepin County Sheriff's Office Records And Identification Section and was informed and provided with a certified document that Tyrone Tyson Williams had previously provided the names of Tyson Tyrone Williams and Donald Taylor Williams upon arrest or a booking, where his true identity was determined to be Tyrone Tyson Williams.

Thereafter, on December 19, 2007, with the assistance of other law enforcement officers, Investigator Miller and I executed a search warrant at 411 Penn Avenue South, Williams's residence. There we found a person matching the physical description of Tyrone Tyson Williams, who identified himself as Donald Williams. Upon follow up questioning to identify this person, he admitted that he was really Tyrone Tyson Williams.

In a post-Miranda statement made at the Bloomington Police Department, Williams confessed that he used the Donald Williams alias to purchase residential properties, including 411 Penn Avenue South, 2806 Oliver Avenue North, 2731 Upton Avenue North, and 3654 Aldrich Avenue North, each in that assumed or fictitious name, and each with the assistance of MAXWELL. Williams admitted that he signed blank purchase agreements as Donald T. Williams, which MAXWELL used in the purchase of residential properties. Williams admitted that he wrote the handwritten note found with the counterfeit Donald T. Williams driver's license at the MAXWELL home and REAPG office, and that he gave the envelope containing the counterfeit driver's license and handwritten note to MAXWELL. Williams told me that MAXWELL was aware that his true identity is Tyrone Tyson Williams, and that they intended to "build" the credit of the Donald T. Williams persona to facilitate the purchase of properties in that assumed or fictitious name. (I am aware from Hennepin County property records and evidence obtained during the MAXWELL search warrant that MAXWELL and Williams engaged in at least four other real-estate transactions and closings where Tyrone Williams was the purchaser and borrower; those properties have since been foreclosed). Williams admitted that he was present at the closings of the purchase and financing of the properties described herein, and appeared there as Donald T. Williams. Williams told me that MAXWELL was also present at the closings of the purchase and financing of properties in the names of Donald T. Williams and Tyrone Williams. Williams admitted that after each closing of the purchase and financing of residential properties using the Donald T. Williams or Donald Williams aliases, MAXWELL generally paid Williams approximately \$8,000 to \$10,000 by personal check. Williams claimed not to have used a counterfeit driver's license to identify himself at the closings of the properties described herein, but admitted that he used a Hennepin County Technical College student identification card in the assumed or fictitious name of Donald Williams. (A Hennepin County Technical College student identification card in the name of Donald Williams, signed by Donald T. Williams, was uncovered in a file at the MAXWELL home and REAPG office in a file with a photo copy of a second counterfeit Minnesota driver's license bearing the name Donald T. Williams.)

MAXWELL and REAPG, aided and abetted by Williams, were involved in various forgery and mortgage-fraud schemes to purchase and finance the following residential properties under assumed and fictitious names, which they employed as a means of swindling money from lenders.

1. 2731 Upton Avenue North, Minneapolis, Minnesota.

Among the evidence seized from MAXWELL'S REAPG office was a purchase agreement for 2731 Upton Avenue North showing Donald Williams as the buyer. Written across the realtor section is "Realty Executives Advantage Plus." Nothing is checked in the seller's, buyer's, dual agent or facilitator boxes. A Donald T. Williams signature appears on the signature lines of the purchase agreement. This signature includes a distinctive "T" similar to the number "7." This signature is also similar to the way Tyrone Tyson Williams signs documents. The amount listed on the purchase agreement was \$199,900, yet a Multiple Listing Service (MLS) printout also in the file containing Hennepin County Tax data lists the total market value of the land and building on this property to be \$142,500. Also uncovered was a Borrower Signature Authorization form signed by Donald T. Williams for Lender/Broker Worldlink Mortgage (where MAXWELL is a loan officer/broker) authorizing Worldlink to use information in the processing of an application for a mortgage loan. An unsigned Uniform Residential Loan Application for Donald T. Williams was also found in the same file. The birth date listed on the loan application was 04/05/1968, and the address was 2806 Oliver Avenue North, Minneapolis. Donald T. Williams's occupation is listed as "Jan King R. Packard." Williams's basic monthly income was listed as \$6,174. Larry MAXWELL is named as the interviewer and Worldlink Mortgage is named as MAXWELL's employer.

According to a HUD-1 Settlement Statement found in MAXWELL's REAPG file, the closing of the purchase and financing of 2731 Upton Avenue North by Donald Williams as purchaser and borrower took place on June 29, 2007, at the Signature Title Company office in Brooklyn Center, Minnesota. The Lender is identified as First Franklin Loan Services, 4300 Market Pointe Drive #200, Bloomington, MN 55435. The Settlement Statement shows that REAPG received approximately a 10% commission of \$19,399 on the \$199,900 sales price together with other fees. It also shows that Worldlink Mortgage received a loan origination fee of \$1,899.05 together with a processing fee of \$495, an application fee of \$495 and a credit report fee of \$12.

A color photocopy of a Minnesota driver's license in the name of Donald T. Williams was found in MAXWELL's REAPG file. This counterfeit Donald T. Williams driver's license bears a photograph, which I recognize as the face of Tyrone Tyson Williams on file with the State of Minnesota, Driver's License Division. The photograph appears to be a copy of the photograph on Tyrone Tyson Williams's bona fide Minnesota Driver's License from 2003. It appears to be an exact copy because of the pose of head, the shirt and necklace. The counterfeit driver's license bears the address of 4255 Penn Ave. N, MPLS, MN 55412, a signature of Donald T. Williams with the "T" in the form of the number "7," and a 4-5-68 date of birth. This is one of the two known counterfeit driver's license's bearing the Donald T. Williams name.

In the Hennepin County property records for 2731 Upton Avenue North, I found a forged mortgage bearing the signature of Donald Williams dated June 29, 2007. That mortgage reveals that, based on forged and false identification used by Williams, forged and fraudulent loan applications prepared by Williams and MAXWELL (a REAPG agent and Worldlink loan officer/broker) and misrepresentations of Williams, MAXWELL, REAPG, and Worldlink Mortgage Inc., First Franklin Financial Corp. granted Williams's assumed or fictitious identity a mortgage loan in the amount of \$189,905.00, used to purchase the residential property at 2731 Upton Avenue North. Also found in the Hennepin County property records were a forged 1-4 Family Rider, a Prepayment Rider, and an Adjustable Rate Rider, each signed by Donald Williams on June 29, 2007, as further security for a promissory note given by Williams using an assume or fictitious name in connection with the purchase and financing of 2731 Upton Avenue North.

2. 411 Penn Avenue South, Minneapolis, Minnesota.

Among the evidence seized from MAXWELL's REAPG office was a purchase agreement for 411 Penn Avenue South, showing Donald T. Williams as the buyer. Written across the realtor section is "Realty Executives Advantage Plus" as facilitator. A Donald T. Williams signature appears on the signature lines of the purchase agreement. This signature includes a distinctive "T" similar to the number "7." Again, this signature is also similar to the way Tyrone Tyson Williams signs documents. The amount listed on the purchase agreement is \$309,900.00.

According to a HUD-1 Settlement Statement found in MAXWELL's REAPG file, the closing of the purchase and financing of 411 Penn Avenue South by Donald T. Williams as purchaser and borrower took place on April 27, 2007, at the Signature Title Company office in Brooklyn Center, Minnesota. The Lender is identified as Timberland Mortgage Services, Inc., 14980 Garrett Avenue, Apple Valley, MN 55124. The Settlement Statement shows that REAPG received zero commission on the \$309,900 sales price, but took a \$495 Real Estate Compliance fee. It also shows that Worldlink Mortgage received a loan origination fee of \$3,099 together with a processing fee of \$495, an application fee of \$495, a credit report fee of \$20, and a yield-spread premium of \$1,425.54 paid outside of closing by the lender.

Investigator Miller and I believe that REAPG did not take a realtor's commission on this sale, because REAPG had previously taken a commission plus a pay off from the seller's proceeds on a November 15, 2005 sale of the same property to the son of Rochelle Packard, Williams's wife. Furthermore, 411 Penn Avenue South was the residence where Williams, MAXWELL's co-conspirator, resided both before and after his purchase of that residence.

A black-and-white photocopy of the same counterfeit Minnesota driver's license in the name of Donald T. Williams was found in MAXWELL's REAPG file for 411 Penn Avenue South. This counterfeit Donald T. Williams driver's license again bears a photograph, which I recognize as the face of Tyrone Tyson Williams on file with the State of Minnesota, Driver's License Division. This is the same counterfeit driver's license bearing the address of 4255 Penn Ave. N. MPLS, MN 55412, a signature of Donald T. Williams with the "T" in the form of the number "7," and a 4-5-68 date of birth.

In the Hennepin County property records for 411 Penn Avenue South, I found a forged mortgage bearing the signature of Donald T. Williams dated April 27, 2007. That mortgage reveals that, based on forged and false identification used by Williams, forged and fraudulent loan applications prepared by Williams and MAXWELL (a REAPG agent and Worldlink loan officer/broker) and misrepresentations of Williams, MAXWELL, REAPG, and Worldlink Mortgage Inc., Timberland Mortgage Services, Inc. granted Williams's assumed or fictitious identity a mortgage loan in the amount of \$309,900.00, used to purchase the residential property at 411 Penn Avenue South.

3. 2806 Oliver Avenue North, Minneapolis, Minnesota.

Among the evidence seized from MAXWELL's REAPG office was a purchase agreement for 2806 Oliver Avenue North, showing Donald T. Williams as the buyer. Written across the realtor section is "Realty Executives Advantage Plus" as Seller's Agent and Dual Agent, and "L Maxwell" as Buyer's Agent and Dual Agent. A Donald T. Williams signature appears on the signature lines of the purchase agreement. Again, this signature includes a distinctive "T" similar to the number "7." Again, this signature is also similar to the way Tyrone Tyson Williams signs documents. The amount listed on the purchase agreement is \$176,900, yet a Multiple Listing Service (MLS) printout also in the file containing Hennepin County Tax data lists the total market value of the land and building on this property to be \$134,000. Also uncovered in this file was an undated, blank purchase agreement pre-signed by Donald T. Williams as a buyer.

According to two HUD-1 Settlement Statements found in MAXWELL'S file, the closing of the purchase and financing of 2806 Oliver Avenue North by Donald T. Williams as purchaser and borrower took place on May 10, 2007, at the Signature Title Company office in Brooklyn Center, Minnesota. The Lender is identified in each Settlement Statement as First Franklin Loan Services, 4300 Market Pointe Drive #200, Bloomington, MN 55435. The HUD-1 Settlement Statement for the first mortgage shows that REAPG received a commission on the \$176,900 sales price of \$2,075.40 together with other fees. It also shows that Worldlink Mortgage received a loan origination fee of \$2,471 together with a processing fee of \$495, and an application fee of \$495. It also shows a "Third Mortgage Payoff to Vicklar" (a property management company run by Maxwell and his wife, Vicki Cox-Maxwell) in the amount of \$23,982.67. The HUD-1 Settlement Statement for the second mortgage shows that Worldlink Mortgage received another \$150 as a broker fee. Both HUD-1 Settlement Statements and the information contained therein are verified and acknowledged Williams, who signed them using his alias, Donald T. Williams. Again, the signature of Donald T. Williams contains a distinctive "T" in the form of the number "7."

In the Hennepin County property records for 2806 Oliver Avenue North, I found a forged mortgage bearing the signature of Donald T. Williams dated May 10, 2007, together with a second mortgage (Secondary Lien) bearing the signature of Donald T. Williams dated May 10, 2007. Those mortgages reveal that, based on the forged and false identification used by Williams, forged and fraudulent loan applications prepared by Williams and MAXWELL (a REAPG agent and Worldlink loan officer) and misrepresentations of Williams, MAXWELL, REAPG, and Worldlink Mortgage Inc., First Franklin Financial Corp. granted Williams's assumed or fictitious identity first and second mortgage loans in the amounts of \$141,200.00 and \$35,300.00 respectively, used to purchase the residential property at 2806 Oliver Avenue North. Also included in the Hennepin County property records were forged Prepayment Riders, an Adjustable Rate Rider, and a Balloon Rider To Mortgage, Deed Of Trust Or Security Deed, each signed by Donald

T. Williams on May 10, 2007, as further security for the promissory note(s) given by Williams using an assume or fictitious name in connection with the purchase and financing of 2806 Oliver Avenue North.

4. 3654 Aldrich Avenue North, Minneapolis, Minnesota.

Among the evidence seized from MAXWELL's REAPG office was a purchase agreement for 3654 Aldrich Avenue North, showing Donald Williams as the buyer. Written across the realtor section is "Realty Executives Advantage Plus," as facilitator. A Donald T. Williams signature appears on the signature lines of the purchase agreement. This signature includes a distinctive "T" similar to the number "7." Again, this signature is also similar to the way Tyrone Tyson Williams signs documents. The amount listed on the purchase agreement was \$159,900.

According to a HUD-1 Settlement Statement found in MAXWELL's REAPG file, the closing of the purchase and financing of 3654 Aldrich Avenue North by Donald T. Williams as purchaser and borrower took place on May 7, 2007, at the Signature Title Company office in Brooklyn Center, Minnesota. The Lender is identified as BNC Mortgage, Inc., 1901 Main Street, Irvine, CA 92614-5532. The Settlement Statement shows that REAPG received a commission on the \$159,900 sales price of \$7,882.24 together with other fees. It also shows a Third Mortgage Payoff to Jolanda Combs in the amount of \$22,128.76. Ms. Combs is an employee or agent of REAPG, who works as MAXWELL's assistant, and she was present at Maxwell's home and REAPG office during the execution of the search warrant there.

In the Hennepin County property records for 3654 Aldrich Avenue North, I found a forged mortgage bearing the signature of Donald T. Williams dated May 7, 2007. That mortgage reveals that, based on forged and false identification used by Williams, forged and fraudulent loan applications prepared by Williams and MAXWELL (a REAPG agent) and misrepresentations of Williams, MAXWELL, and REAPG, BNC Mortgage, Inc. granted Williams's assumed or fictitious identity a mortgage loan in the amount of \$151,905.00, used to purchase the residential property at 3654 Aldrich Avenue North. Also included in the Hennepin County property records were a forged Prepayment Charge Rider and a Balloon Rate Rider, each signed by Donald T. Williams on May 7, 2007, as further security for a promissory note given by Williams using an assume or fictitious name in connection with the purchase and financing of 3654 Aldrich Avenue North.

Tyrone Tyson Williams, also known as Donald T. Williams and other aliases, has been charged in an eight count criminal complaint with felony theft by swindle and aggravated forgery related to the financing of the four properties described above. See MINCIS No. 27-CR-07-129664.

OFFENSES

COUNT 1: RACKETEERING (FELONY)
MINN. STAT. § 609.903, SUBD. 1(1) & SUBD. 1(3); § 609.904, SUBD. 1;
§ 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$1,000,000

That on or about at least June 2006 to the present, in Hennepin and Anoka Counties, Minnesota, Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with others, including, without limitation, Hali J. Edwards-Staten, Vicki Yvette Cox Maxwell, Larry Scott, and Terrance Large, was employed by or associated with one or more enterprises, including, without limitation, Realty Executive Advantage Plus Group, Worldlink Mortgage, Inc., and his had associations with other persons named herein, and he intentionally conducted or participated in the affairs of such enterprises by participating in a pattern of criminal activity, including, without limitation, identity theft over \$2,500 and theft by swindle over \$35,000, and knowingly invested proceeds derived from that conduct, or any proceeds derived from the investment or use of those proceeds, in an enterprise or in real property.

COUNT 2: IDENTITY THEFT (FELONY)
MINN. STAT. § 609.527, SUBD. 2 & SUBD. 3(5); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about June and July, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, intentionally possessed and used the identity of J.F. without permission, with the intent to commit an unlawful activity, namely, various forgeries and theft by swindle over \$35,000 related to the purchase and financing of 1564 Hillside Avenue North, Minneapolis, Minnesota.

COUNT 3: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about June and July, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from Centennial Mortgage & Funding, Inc. and Centennial, Inc. related to the purchase and financing of 1564 Hillside Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 4: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3; § 609.05, SUBD. 1
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about June and July, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 1564 Hillside Avenue North, Minneapolis, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purports to have been made by another or by the authority of one who did not give such authority, namely J.F., and that they uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

COUNT 5: IDENTITY THEFT (FELONY)
MINN. STAT. § 609.527, SUBD. 2 & SUBD. 3(5); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about July and August, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, intentionally possessed and used the identity of J.F. without permission, with the intent to commit an unlawful activity, namely, various forgeries and theft by swindle over \$35,000 related to the purchase and financing of 8900-12th Avenue South, Bloomington, Minnesota.

COUNT 6: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about July and August, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from Centennial Mortgage & Funding, Inc. and Centennial, Inc. related to the purchase and financing of 8900-12th Avenue South, Bloomington, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 7: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3; § 609.05, SUBD. 1
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about July and August, 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 8900-12th Avenue South, Bloomington, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purports to have been made by another or by the authority of one who did not give such authority, namely J.F., and that they uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

COUNT 8: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about November 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from Centennial Mortgage & Funding, Inc. and Centennial, Inc. related to the purchase and financing of 3431 Penn Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 9: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about November 2006, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from Centennial Mortgage & Funding, Inc. and Centennial, Inc. related to the purchase and financing of 3123 Newton Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 10: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about December 2006, in Hennepin and Anoka Counties, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or intentionally aiding, abetting, hiring, counseling, or conspiring with each other and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from First Franklin and Centennial Mortgage & Funding, Inc. related to the purchase and financing of 4940-4946 101st Lane Northeast, Blaine, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 11: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about June 29, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from First Franklin Financial Corp., related to the purchase and financing of 2731 Upton Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 12: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about June 29, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell intentionally aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 2731 Upton Avenue North, Minneapolis, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purport to have been made by another or by the maker or alterer under an assumed or fictitious name(s), here Donald T. Williams and/or Donald Williams, and that they uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

COUNT 13: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about April 27, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from Timberland Mortgage Services, Inc., related to the purchase and financing of 411 Penn Avenue South, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 14: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about April 27, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, intentionally aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 411 Penn Avenue South, Minneapolis, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purport to have been made by another or by the maker or alterer under an assumed or fictitious name(s), here Donald T. Williams and/or Donald Williams, and that he uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

COUNT 15: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about May 10, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from First Franklin Financial Corp., related to the purchase and financing of 2806 Oliver Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COUNT 16: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about May 10, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell intentionally aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 2806 Oliver Avenue North, Minneapolis, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purport to have been made by another or by the maker or alterer under an assumed or fictitious name, here Donald T. Williams and/or Donald Williams, and that he uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

COUNT 17: THEFT BY SWINDLE OVER \$35,000 (FELONY)
MINN. STAT. § 609.52, SUBD. 2(4) & SUBD. 3(1); § 609.05, SUBD. 1
PENALTY: 0-20 YEARS AND/OR \$100,000

That on or about May 7, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, individually or aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, obtained property or services of a value in excess of Thirty-Five Thousand Dollars (\$35,000) from BNC Mortgage, Inc., related to the purchase and financing of 3654 Aldrich Avenue North, Minneapolis, Minnesota, by swindling, whether by artifice, trick, device or other means.

COMPLAINT SUPPLEMENT

CCT	SECTION/Subdivision	M.O.C.	GOC
7	609.625	C1131	X
8	609.52	U1069	X
9	609.52	U1069	X
10	609.52	U1069	X
11	609.52	U1069	X
12	609.625	C1131	X
13	609.52	U1069	X
14	609.625	C1131	X
15	609.52	U1069	X
16	609.625	C1131	X
17	609.52	U1069	X
18	609.625	C1131	X

COUNT 18: AGGRAVATED FORGERY (FELONY)
MINN. STAT. § 609.625, SUBD. 1(1) & SUBD. 3
PENALTY: 0-10 YEARS AND/OR \$20,000

That on or about May 7, 2007, in Hennepin County, Minnesota, Realty Executive Advantage Plus Group and Larry Darnell Maxwell, intentionally aiding, abetting, hiring, counseling, or conspiring with each other, Tyrone Tyson Williams and/or others, with the intent to defraud, falsely made or altered writings or objects with respect to the purchase, sale and financing of 3654 Aldrich Avenue North, Minneapolis, Minnesota, whereby, when genuine, legal rights, privileges, or obligations are created, terminated, transferred, or evidenced, or writings normally relied upon as evidence of debt, so that the writings or objects purport to have been made by another or by the maker or alterer under an assumed or fictitious name(s), here Donald T. Williams and/or Donald Williams, and that he uttered or possessed with intent to utter such writings or objects knowing them to have been so forged.

NOTICE: You must appear for every court hearing on this charge. A failure to appear for court on this charge is a criminal offense and may be punished as provided in Minn. Stat. § 609.49.

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release be:
(1) arrested or that other lawful steps be taken to obtain defendant's appearance in court, or
(2) detained if already in custody pending further proceedings,
and that said Defendant otherwise be dealt with according to law.

COMPLAINANT'S NAME:

Cory Cardenas

COMPLAINANT'S SIGNATURE:

DATE:

February 11, 2008

SWO

PROSECUTING ATTORNEY'S SIGNATURE:

NAME/TITLE:

BRADLEY R. JOHNSON (0283009)
Assistant County Attorney

ADDRESS/TELEPHONE:

C2100 Government Center, Minneapolis, MN 55487
Telephone: (612) 543-0665

FORM I-2

Rev. 3/94

CONFIDENTIAL

This COMPLAINT was subscribed and sworn to before me on the _____ day of _____, 20____.

NAME:

SIGNATURE:

FINDING OF PROBABLE CAUSE

From the above sworn to, and any supporting affidavits or supplemental sworn testimony, the Issuing Officer have determined that probable cause exists to support a charge to jail or conditions of release, where applicable. Defendant(s) arrest or other lawful steps be taken to obtain Defendant(s) appearance in Court or his detention if already in custody pending further proceedings. The Defendant(s) shall thereof charged with the above stated offense.

SUMMONS

THEREFORE YOU, THE ABOVE NAMED DEFENDANT(S), ARE HEREBY SUMMONED to appear on the _____ day of _____, 20____ at _____ AM/PM before the above named court in _____ to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

WARRANT

EXECUTE IN MINNESOTA ONLY

In the name of the above named county or other person authorized to execute this WARRANT, I hereby order, in the name of the State of Minnesota, that the above named Defendant(s) be apprehended and arrested without delay and brought promptly before the above named court in _____ and appear before a judge or judge in chief of such court without unnecessary delay, and in any event not later than _____ after the arrest or a soon thereafter as such judge or judge in chief is available, to be dealt with according to law.

ORDER OF DETENTION

Since the above named Defendant(s) is already in custody, I hereby order, subject to any conditions of release that the above named Defendant(s) continue to be detained pending further proceedings.

Bail: Bail to remain as previously ordered.

Conditions of Release: Conditions of release to remain as previously ordered.

This COMPLAINT was subscribed and sworn to by the undersigned Judicial Officer on this _____ day of _____, 20____.

NAME:

SIGNATURE

TITLE: JUDGE OF DISTRICT COURT

Subscribed and sworn to before me on the _____ day of _____, 20____.

STATE OF MINNESOTA COUNTY OF HENNEPIN

Clerk's Signature or File Stamp:

STATE OF MINNESOTA

Plaintiff

Vs.

LARRY DARNELL MAXWELL

Defendant(s).

RETURN OF SERVICE

I hereby Certify and Return that I have served a copy of this COMPLAINT - SUMMONS, WARRANT, ORDER OF DETENTION upon Defendant(s) herein named.

Signature of Authorized Service Agent: