

RECORD NO. \_\_\_\_\_

---

---

IN THE  
**Supreme Court of the United States**

---

GBENGA BENSON OGUNDELE  
a/k/a Benson Ogundele,

*Petitioner,*

v.

UNITED STATES OF AMERICA,

*Respondent.*

---

ON PETITION FOR WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

---

**APPENDIX**

---

Justin Eisele  
Seddiq Law Firm  
PO BOX 1127  
Rockville, MD 20850  
301.513.7832  
justin.eisele@seddiqlaw.com

*Counsel of Record for Petitioner*

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
Opinion of the United States Court of Appeals for the Fourth Circuit, filed July 31, 2019.....	A1
Order on Rehearing, filed October 1, 2019.....	A31
Motion to Strike Testimony, filed November 3, 2016 (with related Trial Transcript excerpt) .....	A33
Exhibits – Record of Deposits and Wire Transfers .....	A60

**PUBLISHED**

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

---

**No. 17-4102**

---

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

VICTOR OYEWUMI OLOYEDE,

Defendant - Appellant.

---

**No. 17-4186**

---

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

BABATUNDE EMMANUEL POPOOLA, a/k/a Emmanuel Popoola, a/k/a Tunde Popoola,

Defendant - Appellant.

---

**No. 17-4191**

---

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

MOJISOLA TINUOLA POPOOLA, a/k/a Mojisola Oluwakemi Tin Popoola, a/k/a  
Moji T. Popoola,

Defendant - Appellant.

---

**No. 17-4207**

---

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

GBENGA BENSON OGUNDELE, a/k/a Benson Ogundele,

Defendant - Appellant.

---

Appeals from the United States District Court for the District of Maryland, at Greenbelt.  
Paul W. Grimm, District Judge. (8:15-cr-00277-PWG-3) (8:15-cr-00277-PWG-5) (8:15-  
cr-00277-PWG-7) (8:15-cr-00277-PWG-1)

---

Argued: December 13, 2018

Decided: July 31, 2019

---

Before NIEMEYER, KING, and WYNN Circuit Judges.

---

Affirmed by published opinion. Judge Niemeyer wrote the opinion, in which Judge King  
and Judge Wynn joined.

---

**ARGUED:** Justin Eisele, SEDDIQ LAW FIRM, Upper Marlboro, Maryland; John O.  
Iweanoge, II, THE IWEANOGES' FIRM, PC, Washington, D.C.; Richard Alan  
Seligman, LAW OFFICE OF RICHARD SELIGMAN, Washington, D.C.; Gerald Ruter,  
LAW OFFICES OF GERALD C. RUTER, P.C., Baltimore, Maryland, for Appellants.  
Thomas Patrick Windom, OFFICE OF THE UNITED STATES ATTORNEY, Greenbelt,  
Maryland, for Appellee. **ON BRIEF:** Robert K. Hur, United States Attorney, Baltimore,  
Maryland, Jennifer R. Sykes, Assistant United States Attorney, OFFICE OF THE  
UNITED STATES ATTORNEY, Greenbelt, Maryland, for Appellee.

---

NIEMEYER, Circuit Judge:

The four defendants in these appeals, who were charged as participants in a conspiracy that involved numerous others, were tried together and convicted of conspiracy to commit wire fraud and related offenses based on an extensive online dating fraud scheme that induced elderly victims to transfer money to the defendants' bank accounts based on postured romantic relationships. The district court found that the defendants obtained over \$2 million in this manner and sentenced the four defendants variously from 18 months' to 234 months' imprisonment. From the judgments against them, the defendants filed these appeals raising numerous pretrial, trial, and sentencing issues — most significantly, an issue relating to a pretrial motion to suppress and an issue relating to the government's use at trial of charts offered under Rule of Evidence 1006. After considering all of the issues raised, we affirm.

## I

In May 2015, a grand jury indicted 10 individuals, including the four defendants in these appeals — Gbenga Benson Ogundele; his wife, Mojisola Tinuola Popoola; her brother, Babatunde Emmanuel Popoola; and Victor Oyewumi Oloyede — for their participation in a widespread online dating fraud scheme that resulted in numerous elderly victims suffering substantial financial losses. According to the indictment, from 2011 through 2015, coconspirators initiated sham romantic relationships with at least 17 elderly victims throughout the country by searching online dating websites and then used fraudulent representations to convince the victims to transfer money to bank accounts

controlled by the defendants. The defendants were charged with transferring this money through various facilities to promote the conspiracy and to hide the nature and source of the funds. Based on these allegations, the indictment charged all defendants with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349, and conspiracy to commit money laundering, in violation of 18 U.S.C. § 1956(h). In addition, it charged Ogundele, Babatunde, and Oloyede with aggravated identify theft, in violation of 18 U.S.C. § 1028A. The district court scheduled two separate trials for the 10 indicted defendants, and the government's case against Ogundele, Mojisola, Babatunde, and Oloyede proceeded to trial first, beginning in October 2016.

At trial, the government's evidence included testimony from 11 victims of the fraud scheme, as well as a daughter of a victim who had recently died. The victims testified as to how they had formed what they thought were meaningful long-distance relationships with a person they met online and had eventually transferred significant sums of money for various reasons as requested by the person, only to realize later that they had been defrauded. These victims' testimony showed that, between November 2012 and April 2014, five of them sent a total of approximately \$140,000 to two business bank accounts controlled by Ogundele; that, during a six-month period in 2012, five of them sent a total of \$138,000 to two bank accounts controlled by Oloyede, with all but \$3,000 of that going to a single business account; and that, in July 2014, one victim deposited \$5,000 in cash into an account in the name of Mojisola, who then promptly wrote a check for the same amount to a company controlled by her husband, Ogundele. In addition, the government's evidence showed that some of this and other money was

transferred to accounts controlled by Babatunde. For instance, on the same day in October 2012 that one victim deposited \$20,000 into Oloyede's business account, \$10,000 was transferred from that account to an account that Babatunde controlled but was in the name of one of his sisters.

The government also presented testimony from employees of Bank of America, Capital One, and Wells Fargo regarding activity in approximately a dozen of the defendants' bank accounts, almost all of which had been closed by the banks during the course of the conspiracy. Bank records not only showed numerous wire transfers and cash deposits from the victims who testified but also showed other suspicious large cash deposits made from States throughout the country. For example, bank records from Mojisola's Bank of America account, which had been closed in August 2014, showed that it had received significant cash deposits or teller transfers from persons in Florida, North Carolina, Georgia, Michigan, and Tennessee and that the funds were then quickly withdrawn or transferred. The records also showed that Mojisola's account received several large wire transfers in 2011 from her half-brother, Mukhtar Haruna — a Nigerian national and resident who was indicted with the others but never arraigned. These funds were then transferred into an account controlled by Mojisola's husband, Ogundele.

Finally, the government presented testimony from numerous FBI agents about evidence recovered from search warrants of the defendants' homes, phones, and email accounts. FBI agents also testified to post-arrest statements made by Ogundele, Oloyede, and Babatunde. And an FBI forensic accountant created charts detailing certain activity

in the defendants' bank accounts from 2011 through 2014 and presented those charts to the jury at trial.

After the government rested and the district court denied the defendants' motions for judgment of acquittal, the defendants called a number of witnesses, and Oloyede and Babatunde both testified in their own defense. Generally, their theory of the case was that Haruna had made them believe that the money coming into their bank accounts was to purchase cars for export to Nigeria, thus blaming Haruna for the entire scheme. They also placed blame on Ogundele.

The jury convicted all four defendants on all counts, and the district court thereafter sentenced Ogundele and Oloyede each to 234 months' imprisonment, Babatunde to 144 months' imprisonment, and Mojisola to 18 months' imprisonment.

From the judgments entered against them, the defendants filed these appeals, which we then consolidated.

## II

During execution of a search warrant and an arrest warrant at Mojisola's house, FBI Special Agent Monique Winkis handed Mojisola a locked cell phone that had been found in her bedroom and asked her, "Could you please unlock your iPhone?" Mojisola took the phone, entered her passcode, and handed the phone back to Agent Winkis, who then gave the unlocked phone to a forensic examiner for it to be searched. Agent Winkis did not ask for the passcode; Mojisola did not reveal the passcode to Agent Winkis; and Agent Winkis did not see Mojisola enter her passcode.



Mojisola filed a motion to suppress the contents of her cell phone in the district court, contending that Agent Winkis's request to open her phone and her compliance with that request without having been given *Miranda* warnings violated her Fifth Amendment right against self-incrimination. The district court denied the motion on the ground that Mojisola's entry of a passcode to unlock her phone was not a "communicative response" by her and therefore was not a testimonial statement subject to *Miranda*. It also found that Agent Winkis's request was not "coercive or threatening" and that Mojisola's compliance was "voluntary."

Mojisola now contends on appeal that, because she was in custody and not informed of her *Miranda* rights, she "could not knowingly and voluntarily [have] waive[d] her rights against self-incrimination." Moreover, she argues that entering her passcode was a communicative act that amounted to self-incrimination.

The government contends that Mojisola's physical action of typing her passcode into a phone was not a testimonial statement that was subject to *Miranda* and that, in any event, the evidence obtained from her cell phone was nonetheless admissible under *United States v. Patane*, 542 U.S. 630 (2004) (plurality opinion), because her action was voluntary.

We thus are presented with the question of whether a person in custody, who has not been given *Miranda* warnings, was compelled to incriminate herself in violation of the Fifth Amendment when she voluntarily, pursuant to an officer's request, used her passcode to open her cell phone but did not disclose the passcode.

The Fifth Amendment provides that no person “shall be compelled in any criminal case to be a witness against himself.” U.S. Const. amend. V. Therefore, a violation occurs when “the accused is [1] compelled [2] to make a testimonial communication [3] that is incriminating.” *United States v. Sweets*, 526 F.3d 122, 127 (4th Cir. 2007) (quoting *Fisher v. United States*, 425 U.S. 391, 408 (1976)). While a testimonial communication is most often in verbal or written form, it may also be made by an act. *Id.* But to be a testimonial communication, the act must “relate a factual assertion or disclose information,” *Doe v. United States*, 487 U.S. 201, 210 (1988); it must “express the contents of [the person’s] mind,” *id.* at 210 n.9.

In this case, Mojisola is faced with the task of demonstrating that her simple act of typing in the passcode out of the FBI’s agent’s view was a testimonial communication to the agent. Certainly, Mojisola has not shown that her act communicated her cell phone’s unique passcode. Unlike a circumstance, for example, in which she gave the passcode to the agent for the agent to enter, here she simply used the unexpressed contents of her mind to type in the passcode herself. *See United States v. Hubbell*, 530 U.S. 27, 43 (2000) (distinguishing “surrender[ing] the key to a strongbox,” which is not communicative, from “telling an inquisitor the combination to a wall safe,” which is communicative).

Mojisola argues nonetheless that “[o]nly through her communicative conduct of unlocking the iPhone was the government able to ascertain that it belonged to her” and that her act was therefore a testimonial communication. Yet, the ownership of the phone

was neither an issue before the district court at the suppression hearing nor an issue before the jury.

In any event, even were we to accept Mojisola’s argument that she made a testimonial communication when she unlocked her phone, it would provide no meaningful help to her defense because the fruit of that *voluntary* communication, even though made without a *Miranda* warning, would nonetheless be admissible into evidence. In *Patane*, officers failed to provide a *Miranda* warning to a suspect before asking him the location of his firearm, which he then disclosed. 542 U.S. at 635. The plurality opinion in *Patane* deemed the firearm admissible, reasoning that “the *Miranda* rule is a prophylactic employed to protect against violations of the Self-Incrimination Clause” and that the Clause “is not implicated by the admission into evidence of the physical fruit of a *voluntary statement*.” *Id.* at 636 (emphasis added). The plurality therefore saw “no justification for extending the *Miranda* rule to this context,” explaining that “[t]he Clause cannot be violated by the introduction of nontestimonial evidence obtained as a result of voluntary statements.” *Id.* at 636–38; *see also id.* at 644–45 (Kennedy, J., concurring) (agreeing with the plurality that “evidence obtained following an unwarned interrogation” is admissible). Accordingly, the admission into evidence of data from Mojisola’s phone — the fruit of her opening it — “present[ed] no risk that . . . *coerced statements* (however defined) [would] be used against [her] at a criminal trial.” *Id.* at 643 (emphasis added).

We conclude therefore that the district court did not err in denying Mojisola’s motion to suppress.

### III

Several defendants contend that the district court abused its discretion in admitting into evidence under Federal Rule of Evidence 1006 a series of charts detailing selected deposits made into their bank accounts. Ogundele and Oloyede note that the charts included deposits related to a “subjective list” of suspected victims and represented an “editorialized subsection of transactions.” They also maintain that many of the charts’ entries, including those reflecting many of the cash deposits, were never proven to be related to fraudulent activity, but that admitting the charts into evidence implied that every entry was fraudulent. Babatunde contends that the chart relating to his bank account was erroneously admitted because there was no direct evidence that the account was connected to fraudulent activity.

In creating the charts introduced against Ogundele and Oloyede, FBI Forensic Accountant David Rutledge included selected deposits that had been made into the bank accounts consistent with the government’s theory of which deposits were tied to illegal activity. For example, with respect to Ogundele’s accounts, while Rutledge included *all* cash deposits and *all* ATM deposits to the extent that bank records did not identify whether it was a cash or check deposit, he included wire transfers only to the extent that the bank statement identified the name of the sender and that name was on a list provided to him by the case agent. Similarly, he included check deposits only to the extent that the check was written by an individual on the list and out-of-state teller transfers only to the extent that a receipt associated with the transfer was included as an attachment in a batch of emails that Rutledge was provided.

We agree with Ogundele and Oloyede that the charts relating to their accounts failed to comport with Rule of Evidence 1006 because of their selectivity. They did not fully represent the accounts that they were purportedly summarizing. Rule 1006 provides:

The proponent may use a summary, chart, or calculation *to prove the content of voluminous writings*, recordings, or photographs that cannot be conveniently examined in court. The proponent must make the originals or duplicates available for examination or copying, or both, by other parties at a reasonable time and place. And the court may order the proponent to produce them in court.

Fed. R. Evid. 1006 (emphasis added). This rule authorizes the admission of charts into evidence that serve “*as a surrogate* for underlying voluminous records that would otherwise be admissible into evidence,” thereby “reduc[ing] the volume of written documents that are introduced into evidence.” *United States v. Janati*, 374 F.3d 263, 272 (4th Cir. 2004) (emphasis added). Stated otherwise, “the chart itself is admitted as evidence in order to give the jury evidence of the underlying documents,” *id.* at 273, and therefore it must be an objectively accurate summarization of the underlying documents, not a skewed selection of *some* of the documents to further the proponent’s theory of the case, *see id.* at 272. “In this respect, Rule 1006 summary charts are distinguishable from other charts and summaries that may be presented under Federal Rule of Evidence 611(a) *to facilitate the presentation and comprehension of evidence already in the record.*” *Id.* (emphasis added). Rule 611(a) charts are not evidence themselves; they are used “merely to aid the jury in its understanding of the evidence that has already been admitted,” by, for example, “reveal[ing] inferences drawn in a way that would assist the jury.” *Id.*

It is apparent that the government in this case was not using the charts as surrogate evidence offered in lieu of voluminous underlying bank records, but rather was seeking to help the jury understand how various related records demonstrated a pattern of suspicious activity engaged in by the defendants. Thus, while the charts could have been shown to the jury under Rule 611(a), it was improper to have admitted them into evidence under Rule 1006. Nonetheless, in the circumstances of this case, we are confident that the error did not affect the defendants' substantial rights, particularly as the same information in the same form could have been shown to the jury under Rule 611(a).

But Ogundele and Oloyede argue further that their right to a fair trial was prejudiced because the government cherry-picked individual records, unfairly spinning the facts. This argument, however, ignores the role of a trial, where each side selects the evidence to be presented to the jury. Each side can challenge facts and respond to the other's facts. In this case, in creating the charts, the government applied criteria to help present its theory of the case, and those criteria were clearly detailed to the jury. The defendants were thus free to cross-examine the government's witnesses about the soundness of the selection, just as if the charts had been shown to the jury under Rule 611(a).

Babatunde contends with respect to the chart admitted under Rule 1006 for his bank account that, even though the chart did summarize all non-payroll deposits involving more than \$1,000, the admission was erroneous because there was no direct evidence that the particular bank account represented by the chart was connected to fraudulent activity. But that objection goes to the relevance of the underlying bank

records — not to any requirement for admission of a chart under Rule 1006 — and those records were clearly relevant to the alleged money laundering activities and Babatunde’s involvement in them.

#### IV

Next, Mojisola and Babatunde contend that the district court abused its discretion in denying their motions for a severance. They argue that, by being tried together with Ogundele, they were denied the benefit of his testimony because he would not testify at a joint trial but, they believe, would have testified on their behalf had they been tried separately. They also contend that they were prejudiced by a joint trial because of the possibility that the jury found them guilty by association. In denying this motion, the district court concluded that they did not meet their threshold burden of showing that Ogundele would waive his Fifth Amendment privilege and testify if there were a severance. The court also rejected their argument that the disparity in the amount of evidence relating to them as compared to their codefendants warranted a severance.

Federal Rule of Criminal Procedure 8(b) provides that the government may charge defendants together “if they are alleged to have participated in the same act or transaction, or in the same series of acts or transactions, constituting an offense or offenses,” while Rule 14 permits the district court to grant a severance if the joinder “appears to prejudice a defendant or the government.” In considering these rules, there is “a preference in the federal system for joint trials of defendants who are indicted together.” *Zafiro v. United States*, 506 U.S. 534, 537 (1993). Indeed, where, as here,

“defendants properly have been joined under Rule 8(b), a district court should grant a severance under Rule 14 only if there is a serious risk that a joint trial would compromise a specific trial right of one of the defendants, or prevent the jury from making a reliable judgment about guilt or innocence.” *Id.* at 539.

In the case before us, Mojisola and Babatunde did not make the requisite showing. As to obtaining Ogundele’s testimony, they were required to make a threshold showing that it was likely “that [Ogundele] would testify at a second trial and waive his Fifth Amendment privilege.” *United States v. Parodi*, 703 F.2d 768, 779 (4th Cir. 1983). While they were not required to establish Ogundele’s willingness to testify at a severed trial “to an absolute certainty,” they were required at least to show “[a] reasonable probability . . . that the proffered testimony would, in fact[,] materialize.” *Id.* They did not meet this threshold showing, however, conceding that they had no evidence that Ogundele would waive his Fifth Amendment privilege. The district court accordingly did not abuse its discretion in denying the severance motion on this basis.

These defendants also contended in the district court that they would be prejudiced by the disparity in evidence against them and the other codefendants and by the “unfair spillover effect on [their] right to a fair trial.” But it would take an exceptional case to grant a severance on this basis, and they have not made the necessary showing that the court abused its discretion. Indeed, we have previously recognized that “[a] defendant is not entitled to severance merely because . . . the evidence against one defendant is not as strong as that against the other.” *United States v. Akinkoye*, 185 F.3d 192, 197 (4th Cir. 1999).



At bottom, this is not one of the “rare” cases where a defendant properly joined under Rule 8(b) with others has established that a severance was required to preserve his or her right to a fair trial. *See United States v. Dinkins*, 691 F.3d 358, 368 (4th Cir. 2012). Accordingly, we affirm the district court’s denial of Mojisola and Babatunde’s motions.

## V

Each defendant has raised challenges to evidentiary rulings made by the district court during the course of trial. Of course, it is well established that the district court, as a trial court, has broad discretion to admit evidence in the management of a trial, and we will overrule the district court’s evidentiary rulings only when the court has abused its broad discretion to the prejudice of a party.

## A

First, Mojisola, Babatunde, and Ogundele contend that the district court abused its discretion in admitting inculpatory portions of a post-arrest statement given by Ogundele while excluding, as untrustworthy hearsay, other portions, including statements tending to exculpate Mojisola and Babatunde.

After being arrested and read his *Miranda* rights, Ogundele agreed to be interviewed by Special Agent Custer. In his statement, Ogundele said that he ran a used car business and admitted that he used his business accounts to move money from the United States to Nigeria, working with Haruna, his brother-in-law in Nigeria, to do so. When shown a statement for one of his business bank accounts that reflected wire

transfers from various victims, he admitted that he did not always know the people who were putting money into his account but stated that he believed they were exploring business opportunities in Nigeria. After making those statements against his interests, Ogundele also made statements to exculpate Babatunde and Mojisola. He said, “Babatunde Popoola does not help him with the business at all.” Similarly, he said that his wife, Mojisola Popoola, was “not involved in the business at all,” but acknowledged that after one of his accounts had been closed, she had “accepted deposits into her account at [his] direction.” Nonetheless, he reiterated that she “does not know anything about the business and [that] no one calls or contacts [her] to deal with the business.”

At trial, the district court, applying Federal Rule of Evidence 801(d)(2)(A), allowed the government to introduce into evidence portions of the statement made by Ogundele but excluded, as untrustworthy hearsay, the portions in which Ogundele exculpated Babatunde and Mojisola. In finding the exculpatory hearsay portions not sufficiently trustworthy to be admitted, the court explained that Ogundele was motivated “to shift blame away from” his wife and her brother “and onto himself.” The court also noted “the nature and strength of the government’s proffered evidence.” The court rejected the defendants’ argument that the hearsay portions should be admitted under Rule 106, the “rule of completeness,” noting that that rule only applies to written or recorded statements and that, in any event, it could not be used to overrule explicit hearsay rules.

Mojisola now contends that the court abused its discretion, arguing that the portion of the statement made by her husband about her accepting deposits into her account *at his*

*direction* rendered the entire exculpatory portion admissible under Rule 804(b)(3) as a statement against Ogundele’s interest. Alternatively, she invokes Rule 807’s residual exception, which requires “equivalent circumstantial guarantees of trustworthiness.” While Rule 804(b)(3) does, as a general matter, provide a hearsay exception for statements made against one’s interest, the particular portion of Ogundele’s statement that Mojisola seeks to admit barely included any self-inculpatory material and was directed mostly to shifting responsibility away from his wife. Thus, we conclude that the district court did not abuse its discretion in relying on Ogundele’s motive for exculpating his wife to find this portion of the statement untrustworthy. *See Williamson v. United States*, 512 U.S. 594, 600–01 (1994) (holding that Rule 804(b)(3) “does not allow admission of non-self-inculpatory statements, even if they are made within a broader narrative that is generally self-inculpatory”); *United States v. Dargan*, 738 F.3d 643, 650 (4th Cir. 2013) (identifying factors to assess trustworthiness).

Ogundele and Babatunde also contend that the district court abused its discretion by not applying a common law rule of completeness to admit Ogundele’s entire post-arrest statement. While they recognize that Rule 106 applies only to writings and recorded statements, they maintain that there is a “still-viable common law on the rule of completeness” that should have allowed the entire statement to come in. While we doubt that a residual common law rule of completeness survives Rule 106’s codification, we hold that any such common law rule cannot be used to justify the admission of inadmissible hearsay. *See Fed. R. Evid. 802* (“Hearsay is not admissible unless any of

the following provides otherwise: a federal statute; these rules; or other rules prescribed by the Supreme Court”).

Accordingly, we conclude that the district court did not abuse its discretion in allowing the government to introduce only portions of Ogundele’s post-arrest statement.

## B

In a similar vein, Babatunde contends that the district court abused its discretion in restricting him from cross-examining an FBI agent about whether he had made certain exculpatory statements to that agent during his post-arrest interview. He argues that the statements were not being offered for their truth but for the fact that he made them to the FBI. The district court rejected the argument, noting that if Babatunde wanted to rely on portions of his prior statement, he would have to take the stand and satisfy the requirements of Rule 801(d)(1)(B) (providing that a statement is not hearsay if the declarant testifies and is subject to cross-examination about a prior consistent statement that is offered to rebut a fabrication charge or to rehabilitate the declarant’s credibility). We conclude the district court did not abuse its discretion in so ruling.

## C

Next, Babatunde contends that the district court abused its discretion in preventing him from cross-examining Agent Custer about Custer’s knowledge of a Nigerian named “Marcus” — a man whom Babatunde claims was a car dealer in Nigeria with whom he was doing legitimate business. The issue arose when counsel for Babatunde, cross-examining Agent Custer, asked him if he knew to whom “chairman” referred in a

communication in which an indicted coconspirator told Babatunde that the “chairman said [you] should give me \$3900.” When Custer stated that he could not “answer that question with any specificity as [it] relates to this investigation,” Babatunde’s counsel sought to refresh his recollection by handing him a copy of a redacted email that Custer had sent to the prosecutors describing information found on the coconspirator’s cell phone, including that Marcus’s phone number had been saved in the phone’s contacts under “chairman.” After counsel attempted to describe the contents of the email, the government objected, leading to a bench conference where Babatunde’s counsel stated that he was trying to elicit that Agent Custer had “identified who Marcus is.” The court first indicated that Babatunde’s counsel could ask the agent “if, based on his refreshed recollection, he knows who Marcus is,” but then the government indicated that on redirect, it would “ask the agent if he had seen other people in other documents referenced as chairman,” which would create a problem because Ogundele is also “referenced as chairman in various other communications.” To avoid the confusion, the court then instructed Babatunde’s counsel simply not to “refer to the name Marcus.”

We conclude that the district court did not abuse its discretion in so ruling and, in any event, any error was certainly not so serious as to warrant vacating Babatunde’s convictions. Despite Babatunde’s assertions to the contrary, it is far from clear that “Marcus” was not also involved in the scheme, and if Babatunde’s counsel had been allowed to establish that the government had learned of Marcus during its investigation, that fact would likely have done little to show that Babatunde’s dealings with Marcus were legitimate.

## D

Babatunde also contends that while the government introduced evidence at trial to show his sophistication in tax and banking matters — including a college transcript reflecting his high grades in accounting courses — the court erroneously prevented his counsel from eliciting from Agent Custer that Custer was aware of other fraud schemes targeting attorneys in an effort to show that even sophisticated individuals could be fraud victims. We conclude that the district court did not abuse its discretion in excluding this evidence as irrelevant. Moreover, even if its exclusion was error, it was clearly harmless.

## E

Babatunde contends finally that the district court abused its discretion in admitting his tax returns for 2011 through 2013, arguing that “[t]his was simply done to inflame the jury against [him] by suggesting [he] was not paying taxes on taxable income” and thus “committing a separate crime, tax evasion.” Again, we conclude that the court did not abuse its discretion in admitting the tax returns. The fact that Babatunde did not report the substantial sums flowing through his account was relevant to the government’s effort to show that the funds were ill-gotten.

## F

Mojisola contends that the district court abused its discretion in allowing the government to introduce (1) her 2013 federal bankruptcy filing; (2) her 2013 Maryland welfare and food stamp application; and (3) her application to purchase a timeshare in 2014 — none of which reported the funds that came through her bank account during the

relevant time period. She asserts that the “government’s theory of admissibility” — that her failure to disclose those funds in those documents tended to show that she knew that the funds coming through her account were illegitimate — “was based on a false premise absent establishing through an expert witness that the money flowing in and out of her account was her income [that] she had a duty to disclose on these various forms.” Invoking Federal Rules of Evidence 404(b) and 403, she maintains that the admission of this evidence constituted a “thinly veiled attack on [her] character and any legitimate probative value was outweighed by the serious risk of unfair prejudice.”

We conclude, however, that these documents were admissible under Rule 404(b) as both relevant to and probative of her knowledge that the funds coming into her bank account were illegitimate. *See* Fed. R. Evid. 404(b) (providing that evidence of a crime, wrong, or other act, while not admissible to prove a person’s character, is admissible for proving knowledge); *see also United States v. Queen*, 132 F.3d 991, 997 (4th Cir. 1997). Mojisola was, of course, free to counter that inference by showing that she had no duty to disclose the funds on the various forms because they only passed through her account.

Moreover, we conclude that the district court did not abuse its discretion in ruling that the probative value of the evidence was not substantially outweighed by a danger of unfair prejudice. *See* Fed. R. Evid. 403; *Queen*, 132 F.3d at 997–98.

## VI

The defendants next contend that the district court erred in giving three particular instructions to the jury. We address each in turn.

A

First, all defendants contend that the district court erred in giving a willful blindness instruction to the jury, maintaining “that there was not sufficient evidence as a threshold matter to support the assertion that [they] deliberately avoided learning the truth.”

The willful blindness doctrine “is premised on the idea that defendants should not be permitted to ‘escape the reach’ of criminal statutes that require proof that a defendant acted knowingly or willfully ‘by deliberately shielding themselves from clear evidence of critical facts that are strongly suggested by the circumstances.’” *United States v. Hale*, 857 F.3d 158, 168 (4th Cir. 2017) (quoting *Global-Tech Appliances, Inc. v. SEB S.A.*, 563 U.S. 754, 766 (2011)). “But, to ensure that the willful blindness doctrine retains ‘an appropriately limited scope that surpasses recklessness and negligence,’ its application has ‘two basic requirements: (1) the defendant must subjectively believe that there is a high probability that a fact exists and (2) the defendant must take deliberate actions to avoid learning of that fact.’” *Id.* (quoting *Global-Tech Appliances*, 563 U.S. at 769). Thus, we have made clear that while “requests for willful blindness instructions should be handled with caution,” it is nonetheless “appropriate to instruct the jury on willful blindness when the defendant claims lack of guilty knowledge in the face of evidence supporting an inference of deliberate ignorance.” *Id.* (cleaned up).

We conclude that, in this case, the evidence justified the district court’s decision to instruct the jury on willful blindness, as it amply allowed the inference that the defendants “subjectively believe[d] that there [was] a high probability” that the funds



coming into their bank accounts were illicit. *Global-Tech Appliances*, 563 U.S. at 769. For instance, there was evidence that when banks closed certain defendants' bank accounts, the defendants simply opened new ones and continued the same activity. There was also evidence that many of the defendants' bank statements reflected significant wire transfers from individuals they did not know. And certain defendants took deliberate actions to avoid confirming that the money in fact represented proceeds of fraud. For example, Ogundele indicated to the FBI that he told Haruna that he was uncomfortable seeing those names on his bank statements and that the deposits should be in cash or otherwise structured to avoid that. The deposits into Oloyede's accounts followed a similar pattern. Similarly, the jury could have inferred that Mojisola thought it was highly likely that the funds flowing through her account were illegitimate but was careful never to confirm the details of the operation with her husband. And while Oloyede argues that he gave testimony that he actually took affirmative steps to discover the source of the funds and was reasonably assured by Haruna and Ogundele that the funds were legitimate, the jury was not required to believe his version of events.

In addition, the defendants challenge the form of the willful blindness instruction given by the district court, but, after carefully reviewing the instruction, we find no reversible error.

## B

Ogundele contends that the district court erred in instructing the jury on the elements of aggravated identity theft, particularly "the required mental state."

Specifically, he appears to contend that the district court did not instruct the jury that the government must show that he *knew* that the means of identification belonged to another person. But the record does not support his argument. The court specifically instructed the jury that “the government must prove that the means of identification was that of an actual person either living or dead, *and that the defendant knew* that the means of identification was that of a natural person.” (Emphasis added).

### C

Finally, Ogundele and Babatunde (adopting Ogundele’s argument) contend that the court erred in giving the form of the aiding-and-abetting instruction that it gave when applied to aggravated identity theft, arguing that the instruction “did not sufficiently inform the jury of the required mental state” and relying on the Supreme Court’s decision in *Rosemond v. United States*, 572 U.S. 65 (2014). The *Rosemond* Court held that to prove that a defendant aided and abetted a violation of 18 U.S.C. § 924(c) — which prohibits using or carrying a firearm during and in relation to any crime of violence or drug trafficking crime — the government must show “that the defendant actively participated in the underlying drug trafficking or violent crime with *advance knowledge* that a confederate would use or carry a gun during the crime’s commission.” *Id.* at 67 (emphasis added). It further concluded that the jury instructions given at Rosemond’s trial “were erroneous because they failed to require that the defendant knew in advance that one of his cohorts would be armed.” *Id.* Pointing to *Rosemond*, Ogundele argues that the same “advanced knowledge” requirement should apply to the aggravated identity

theft statute, 18 U.S.C. § 1028A, and that the jury instructions given in this case were deficient because they “could allow the jury to determine that the defendants were guilty of aiding and abetting the crime without prior knowledge of the aggravated nature of the crime.”

We disagree. As the *Rosemond* Court explained, “a person aids and abets a crime when (in addition to taking the requisite act) he intends to facilitate that offense’s commission,” and “the intent must go to the specific and entire crime charged.” 572 U.S. at 76; *see also id.* at 77 (“[F]or purposes of aiding and abetting law, a person who actively participates in a criminal scheme knowing its extent and character intends that scheme’s commission”). The problem in *Rosemond* was that the challenged instruction allowed the jury to convict if the defendant (1) “knowingly and actively participated in the *drug trafficking crime*” and (2) “*knew his cohort used a firearm* in the drug trafficking crime,” *id.* at 82 (emphasis added), thus allowing a conviction even if the defendant had no advance knowledge that one of his confederates would be carrying a gun. Here, by contrast, the district court instructed the jury that “the government must establish the defendant knowingly participated *in the aggravated identity theft charged in Counts Three through Six.*” The instruction also required the government to “prove that the defendant engaged in some affirmative conduct or overt act for the specific purpose of bringing about that crime.” And elsewhere, the instructions made clear that the defendant must have “participate[d] in the crime as something he or she wished to bring about,” “knowingly associate[d] him or herself with the criminal venture,” and sought “by his or her actions to make the criminal venture succeed.” Accordingly, we conclude

that there was no *Rosemond* problem with the aiding-and-abetting instruction given by district court.

## VII

Babatunde contends that the evidence was insufficient to support each of his convictions — for conspiracy to commit wire fraud, conspiracy to commit money laundering, and aggravated identity theft. Alternatively, he argues that, at the very least, the district court should have granted his motion for a new trial based on the weakness of the government’s case against him.

As to his conviction for conspiracy to commit wire fraud, Babatunde argues that “there was absolutely no evidence tying [him] to the scheme to defraud the alleged victims” and that instead the transactions at issue were “related to his automobile business and from legitimate sources.” But while, as he notes, he “testified at trial that he was not part of any scheme but was a legitimate businessman that performed a few financial transactions in relation to what he was led to believe was a legitimate business,” the jury was not required to accept his account in light of the government’s substantial evidence to the contrary. Such evidence included Babatunde’s pattern of using other people’s bank accounts to accept the fraudulent funds despite having his own bank accounts and his incriminating communications recovered from his cell phone, such as text messages in which he instructed another charged coconspirator to structure transactions to avoid a \$10,000 reporting requirement.

Similarly, this and other evidence was sufficient to support Babatunde's conviction for conspiracy to commit money laundering. Babatunde argues that this "conviction cannot be sustained because [he] did not conspire to 'conceal' the funds." But that ignores how, for example, he wrote himself 11 checks totaling \$70,000 in 2011 solely to move money from one bank account to another and how he quickly withdrew victims' money from the bank accounts he controlled, engaging a pattern of maxing out ATM withdrawals.

Finally, Babatunde argues that the evidence was insufficient to support his conviction for aggravated identity theft. The aggravated identity theft statute imposes a mandatory consecutive two-year prison sentence against anyone who, "during and in relation to [a qualifying felony], knowingly transfers, possesses, or uses, without lawful authority, a means of identification of another person." 18 U.S.C. § 1028A(a)(1). Here, both Babatunde and Oloyede were convicted of aggravated identity theft based on their use of the name and bank account number of one of Babatunde's sisters, a woman named Abiola Akinmboni. Babatunde argues, however, that he had Akinmboni's permission to use her account and therefore possessed "lawful authority." But we have previously rejected this precise argument. *See United States v. Otuya*, 720 F.3d 183, 189 (4th Cir. 2013) ("[I]t is obvious that, with or without permission from its rightful owner, a defendant who uses the means of identification of another 'during and in relation to any felony violation enumerated' in the statute necessarily lacks a form of authorization recognized by law"); *see also id.* at 190 ("[T]he plain meaning of § 1028A(a)(1) is

unambiguous: one who uses a means of identification to commit an enumerated felony does not act with ‘lawful authority’”).

Accordingly, we conclude that the evidence was sufficient to support each of Babatunde’s convictions and that the district court did not abuse its discretion in denying his motion for a new trial.

## VIII

Finally, three of the defendants raise issues pertaining to their sentences.

First, Babatunde challenges the district court’s calculation of his advisory sentencing range — particularly, (1) its determination that he was accountable for a loss of more than \$250,000 but less than \$555,000, triggering a 12-level increase under U.S.S.G. § 2B1.1(b)(1)(G), as compared to the 8-level increase he argued was applicable for a loss of \$119,000; (2) its application of a 3-level enhancement under § 3B1.1(b) for his role in the offense; and (3) its application of a 2-level enhancement under § 2S1.1(b)(3) for sophisticated laundering. After carefully reviewing the record, however, we cannot conclude that the district court clearly erred in the factual findings supporting any of these enhancements.

Next, Ogundele challenges his sentence on the ground that the district court erred in its calculation of his advisory sentencing range by applying a 16-level increase to his offense level based on a finding that he was accountable for more than \$1.5 million but less than \$3.5 million in loss. The record shows, however, that this was a conservative

estimate of the loss for which he was accountable based on the activity in his own bank accounts.

Finally, Oloyede challenges the district court's decision to hold him accountable for a loss amount of \$1.6 million. But that determination too was based on a reasonable estimate of the fraudulent proceeds that flowed through Oloyede's bank accounts. He also argues more broadly that his sentence was both "procedurally and substantively unreasonable because the court failed to make an individualized assessment of all factors set forth in 18 U.S.C. § 3553(a) and in so doing imposed a sentence greater than necessary to accomplish the goals of sentencing." But the record reflects that the district court thoroughly considered how the § 3553(a) factors applied to Oloyede in imposing a sentence that was at the top of the advisory sentencing range.

\* \* \*

For the foregoing reasons, we affirm the judgments of the district court.

AFFIRMED

FILED: October 1, 2019

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

---

No. 17-4102 (L)  
(8:15-cr-00277-PWG-3)

---

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

VICTOR OYEWUMI OLOYEDE

Defendant - Appellant

---

No. 17-4186  
(8:15-cr-00277-PWG-5)

---

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

BABATUNDE EMMANUEL POPOOLA, a/k/a Emmanuel Popoola, a/k/a Tunde  
Popoola

Defendant – Appellant



---

No. 17-4191  
(8:15-cr-00277-PWG-7)

---

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

MOJISOLA TINUOLA POPOOLA, a/k/a Mojisola Oluwakemi Tin Popoola, a/k/a  
Moji T. Popoola

Defendant - Appellant

---

No. 17-4207  
(8:15-cr-00277-PWG-1)

---

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

GBENGA BENSON OGUNDELE, a/k/a Benson Ogundele

Defendant - Appellant

---

O R D E R

---

The court denies the petition for rehearing and rehearing en banc. No judge

requested a poll under Fed. R. App. P. 35 on the petition for rehearing en banc.

Entered at the direction of the panel: Judge Niemeyer, Judge King, and Judge Wynn.

For the Court

/s/ Patricia S. Connor, Clerk

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA	)	PLAINTIFF
	)	
v.	)	CASE No. PWG-15-0277
	)	
	)	
GBENGA BENSON OGUNDELE	)	DEFENDANT

**MOTION TO STRIKE TESTIMONY REGARDING CHARTS ENTERED UNDER  
RULE 1006 AND TO EXCLUDE ANY FURTHER TESTIMONY REGARDING  
PREVIOUSLY ADMITTED GOVERNMENT CHARTS**

Gbenga Benson Ogundele, by and through his attorney, Justin Eisele, hereby moves this Honorable Court, pursuant to the 6<sup>th</sup> Amendment and Rule 1006 of the Federal Rules of Evidence to strike previously admitted charts, testimony related to those charts, and to exclude any further testimony regarding the admitted government charts:

1. Starting from the time of Jencks production, multiple “draft charts” have been provided to the defense. Further, multiple versions of those multiple charts have been produced.
2. On November 2, 2016, after close of evidence for the day, defense counsel raised objections to entry of the charts under Rule 1006 and the 6<sup>th</sup> Amendment.
3. The government proffered that their witness would not offer expert testimony, that the charts were being offered because the records were voluminous, and that the information in the charts flowed from otherwise admissible evidence. This has turned out not to be the case.
4. Special Agent Rutledge testified on November 3, 2016. He testified that he created the charts on various criteria. He said that he analyzed bank statements, deposit slips, and emails. These types of evidence he relied on are already in evidence and could properly be a foundation for summary charts under Rule 1006.

5. However, one of the first statements out of the agent's mouth was that he included wire transfers of victims in the case. Defense counsel objected, asked that the statement be struck, and asked that the witness not be able to refer to victims. The Court struck the reference to victims. The Court did allow the agent to say he got the names from a list provided to him (by the case agent presumably). The government did not disclose in their proffer that the names in the chart were included because they were suspected victims. The inclusion of a victim list, or any other type of subjective list like this, is not the type of chart summary evidence that is allowed under Rule 1006. The language of the rule states as follows:

The proponent may use a summary, chart, or calculation to prove the content of voluminous writings, recordings, or photographs that cannot be conveniently examined in court. The proponent must make the originals or duplicates available for examination or copying, or both, by other parties at a reasonable time and place. And the court may order the proponent to produce them in court.

Rule 1006.

6. Chart summaries are meant to save court resources by collating cumbersome reliable written records into a compact format. The rule covers voluminous writings, recordings, and photographs. (not oral testimony)(See *United States v. Johnson*, 54 F.3d 1150 (4th Cir. Va. 1995). After the "victim" objection, the Court and government allude that the case agent could testify as to why he made the list he made. This type of evidence would be inadmissible for the truth of the matter asserted. The list is being offered for the truth of the matter asserted. Evidence that comes in under Rule 1006 is used by a proponent to "prove the content." R. 1006.

7. The defendants are already prejudiced by hearing the agent testify that these are victims that are mentioned in the charts. There was a handful of victims that have testified, and upon reason and belief, no other victims will testify at this trial. There are over a dozen names on these charts that the jury will never hear from. The government burned through the witnesses they had

and now have strategically inserted the other persons into their charts, admittedly, to show that they must surely also be victims. This is improper evidence under 1006 and is unfairly prejudicial. Rule 1006 is used to prevent introduction of voluminous records. It should not be used as a strategic tool of the government when the witnesses run out.

8. Prior to the introduction of the charts, the amount of monetary loss suffered by victims, tied to Ogundele, was a mere fraction of what is included in the summary charts. The charts include somewhere near 2 million dollars. Next is the issue of cash. The cash deposits in these charts have not been proven to come from victims. The inclusion of the cash in the charts flies in the face of the agent's alleged methodology. For example, the agent testified that he did not include some of the teller transfers because he didn't know the source of the funds. He only included ones he verified through emails or bank documents. The cash deposits included in the charts are not given the same methodological scrutiny as that of other types of entries such as teller transfers. The cash amounts are not tied to emails or verifiable names on cash deposit slips.

9. The methodology the agent used is not the methodology that was disclosed when the issue was originally litigated. The chart summary is based on inadmissible evidence. The inadmissible evidence is opinion testimony. The methodology for selected persons on the list ("victims") is based on someone's opinion, not written records. Further, the introduction of the cash deposit records is inconsistent with the methodology of the chart and thus makes the chart confusing and overly prejudicial.

10. Introducing these charts in their current state would violate Ogundele's right to a fair trial. Charts are given great weight. They summarize evidence for jurors who are overwhelmed with individual documents. The jurors will surely go straight for the chart when reviewing the evidence. It isn't fair, and doesn't call for a fair trial with the way the charts are organized now.

WHEREFORE, the defendant moves that the chart evidence be stricken, no further chart evidence be allowed, and for all other proper relief.

Respectfully submitted,

/s/ Justin Eisele

Justin Eisele  
14452 Old Mill Road, Suite 201  
Upper Marlboro, Maryland 20772  
PH: 301.513.7832 FX: 443.588.0400  
Justin.eisele@seddiqlaw.com

**CERTIFICATE OF SERVICE**

I hereby certify that on this 3 November 2016 a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which shall send notification to the following:

Thomas Windom / Leah Bressack  
Assistant United States Attorney  
6406 Ivy Lane; Ste 800  
Greenbelt, MD 20770

Gbenga Benson Ogundele  
Defendant

/s/ Justin Eisele  
Justin Eisele

1 here on time today. I know that you may have left earlier than  
2 you would otherwise have planned to, but I appreciate it.

3 MR. KRAMER: I got here an hour earlier than usual.

4 THE COURT: That's all right. You could have come by  
5 and I would have given you a cup of coffee.

6 So, Ms. Bressack, have you had a chance to review what  
7 Mr. Eisele said?

8 MS. BRESSACK: Yes, Your Honor.

9 THE COURT: Could you make your response in under five  
10 minutes so that I can let him have the same amount of time, and  
11 then I'll rule?

12 MS. BRESSACK: Yes, Your Honor. If I could have two  
13 seconds to hand you up some documents.

14 THE COURT: Yes, ma'am.

15 And we're talking about ECF 329. Mr. Eisele filed a  
16 Motion to Strike Testimony regarding charts entered under Rule  
17 1006 and to exclude any further testimony regarding previously  
18 admitted government charts.

19 MS. BRESSACK: Your Honor, I'd just like to begin by  
20 correcting the record. The defense has suggested that the draft  
21 charts they received, they have received numerous draft charts  
22 and suggested that they didn't know what the charts would look  
23 like until, for example, yesterday.

24 What I have produced to you was what we produced on  
25 10/18 and 10/19 as part of our *Jencks* production in this case.

1 You'll notice that the totals at the bottom of these charts and  
2 I'm more than happy to bring the chart up on sanction if it  
3 would be helpful, but the totals are identical for every year of  
4 Mr. Ogundele's charts.

5 That means that the version of the substantive lines  
6 and the total on each year's chart for Mr. Ogundele is exactly  
7 the same from 10/18 as today or on yesterday. In addition,  
8 you'll note one of the charts actually provides the date and  
9 title of every email that we relied on in making that, "yes",  
10 that "Y" column in our chart, because we wanted to make sure the  
11 defense had appropriate and ample time to look at those emails  
12 and see if they disagreed.

13 In addition, for the check deposits we actually listed  
14 the victim name. And it's a little difficult to read on the  
15 printouts only because there's no lines, but the version that we  
16 emailed defense would have been a little easier to read on the  
17 computer. But, basically, the point is, Your Honor, that very  
18 long ago we provided them with the name of every victim on the  
19 check deposit we intended to include in our chart. We even gave  
20 them the specific emails we were relying on.

21 And it's only, I think, sometime last night I received  
22 this motion that they want to strike all of the charts. So  
23 that's my first thing is to correct the record that they have  
24 had this evidence for a long type.

25 THE COURT: And may I ask, is it -- it was my



1 understanding when evening before last we raised this issue and  
2 I gave my ruling that the evidence could come in. It was my  
3 understanding that you have shown, at least as to these two  
4 charts, that the United States disclosed the charts and the --  
5 as for the October 18th, 2016 chart disclosure, the specific  
6 emails upon which the entry included on the chart was derived.

7 But it's also my understanding that the underlying  
8 records had been produced long ago to the defendants as part of  
9 the government's discovery and that any production of documents  
10 that were --

11 Well, if the dollar amounts didn't change, then there  
12 were no late produced documents, even if received late by the  
13 government in response to a subpoena, correct?

14 MS. BRESSACK: Yes, Your Honor. And again, you're  
15 exactly right. We produced all the records that underlie these  
16 charts long ago. In addition, I'd like to be clear, Victor also  
17 will have email -- an email column. And we did the same thing  
18 with Victor Oloyede's charts as with Mr. Ogundele's in the sense  
19 that we directed them to the specific email, the name of the  
20 victim.

21 The only changes that occurred between the *Jencks*  
22 production and today is that sometimes we totaled up the --  
23 like, the transfers from, for example, Mr. Ogundele to  
24 Mr. Mojisola Popoola and we added a column. But the line items  
25 on every chart have not changed since the *Jencks* production and

1 since the detailed production we provided, including the work  
2 product and the formulation the agent did in order to create  
3 these charts.

4 Now, I believe one issue the defense has identified is  
5 that they want the jury to know that it's their decision who is  
6 a victim in this case. The government could not agree more with  
7 that fact. That is a fact question, who is a victim in this  
8 case. And if the Court wants to instruct the jury that it is  
9 for them to decide who is victim, if anyone, in this particular  
10 case, the government is absolutely fine with the instruction.  
11 But the idea we need to include every single line entry from a  
12 bank record in order to have a summary of voluminous records, I  
13 mean, that would make it not feasible to have any kind of 1006  
14 charts in any trial.

15 THE COURT: Okay. I think I got the gist of it.

16 Mr. Eisele.

17 MR. EISELE: And unless you have some specific  
18 questions about the motion, I'll just address her arguments in  
19 response.

20 Your Honor, I did lay down the, sort of, foundation in  
21 the motion. I have not made a claim of discovery violations and  
22 that's not part of my argument. My argument goes to the fact  
23 that as compared to demonstrative exhibits, summary charts are  
24 substantive evidence. They will be able to consider everything  
25 in that chart as substantive evidence of what happened. So, as

1 a result, the strict confines of the rule need to be followed.

2 I'm not arguing that I didn't have the bank documents,  
3 the bank statements or deposit slips or anything like that.  
4 What I'm saying is, I made arguments on the chart based on a  
5 proffer of the government and what they said. One of the first  
6 things that the witness said is that this is from a list of  
7 victims.

8 THE COURT: Well, let's not -- let's not beat a dead  
9 horse. I sustained that objection. I told the jury to  
10 disregard the statement. And from that point forward, the  
11 witness had followed my instruction and referred to the  
12 methodology as he put -- he put entries on there based upon a  
13 list given to him by the agent and the agent will testify as to  
14 what selective process was used to identify the entries that the  
15 accountant was supposed to put on the list.

16 So, to the extent that there was that use of the word,  
17 I do not believe that it was so extensive or under circumstances  
18 that would result in any prejudice that could not be cured by  
19 the instruction to disregard the use of the word "victim". And  
20 I will also provide a limiting instruction to the jury about how  
21 they are to interpret the charts if I decide that they -- that  
22 your motion is to be denied.

23 MR. EISELE: You're denying it now?

24 THE COURT: No, I said, if I rule against you, I  
25 will -- I will give an instruction there such that they do not

1 draw an inference that, that entries on there that underscores  
2 the argument that you will make, which is that in the absence of  
3 having every person whose deposit is reflected on the chart come  
4 in and testify such that the jury itself could hear their  
5 circumstances and decide whether they are victim or not, that  
6 every one of those is a victim.

7           You're going to be able to argue to the jury and I'm  
8 going to tell them that whatever weight or whatever, if any,  
9 that the chart gets is based upon their assessment of the status  
10 of the entries that are on there. If I rule against you, that's  
11 what I will do.

12           MR. EISELE: Understood, Your Honor. And just -- to  
13 close, I'm going to focus on the language of the rule, because  
14 that's what I'm arguing is rule --

15           THE COURT: I've got a pretty good understanding of  
16 what the rule says.

17           MR. EISELE: I understand that you understand. My  
18 argument focuses on the fact that the contents of the chart are  
19 to be based on written information that cannot be conveniently  
20 examined my the Court. It's writings, recordings or photographs  
21 not based on the opinion of a person that was giving a list to  
22 the person. That's the crux of my argument.

23           THE COURT: I understand, I understand.

24           MR. EISELE: So to the extent that the rule hasn't  
25 been followed based on new information or testimony, that's why

1 I'm re-noting my motion because I do not believe that they have  
2 met the foundation because it's not based on a written document.

3 THE COURT: Got it.

4 All right. So let me tell you where I come out on  
5 this. First of all, let's make sure what's not an issue. There  
6 is no contention that there was a failure on the part of the  
7 government to give discovery. The record is clear that the  
8 underlying financial documents, all of which are comprised of  
9 bank records themselves admissible under 8036 as business  
10 records are -- were produced to the defense prior to the  
11 October 19th and 18th versions of the charts that were produced  
12 when the government produced its *Jencks*. So there is not a  
13 disclosure issue.

14 And to the extent that Federal Rule of Evidence 1006  
15 requires that there be a production of not only the proposed  
16 summaries of voluminous writings, recordings or photographs, but  
17 that the underlying records have been made available to the  
18 party against whom the evidence will be introduced in a  
19 reasonable time and manner in advance of trial. So that has  
20 been established.

21 The question deals with what the charts contain and  
22 whether that's within the four corners of the rule. The  
23 argument, the gist of Mr. Eisele's argument is that the  
24 deliberative process used to select the entries that found their  
25 way into the chart is the opinion of an agent and that the chart

1 is really a cleverly disguised opinion of the government that  
2 everyone on there is a victim. And it is that to which he  
3 believes renders the charts inadmissible under Rule 1006,  
4 because they do not constitute summaries of voluminous writings,  
5 recordings or photographs, but rather the opinion of the case  
6 agent.

7           Let's start with the rule and then we can work from  
8 there. Federal Rule of Evidence 1006 is part of the series of  
9 rules beginning with 1001 and running through 1008 that  
10 constitute the Original Writing Rule, oftentimes erroneously  
11 referred to as the Best Evidence Rule.

12           The fundamental rule itself is articulated in Evidence  
13 Rule 1002, which requires that when you are proving the content  
14 of writings, recordings or photographs, an original is required  
15 or if allowed by Rule 1003, a duplicate. And 1001 defines  
16 originals and duplicates, and in many instances the definitions  
17 overlap.

18           If there is no original or duplicate, then secondary  
19 evidence which is defined as anything other than an original or  
20 a duplicate may be admitted if it's allowed by a series of  
21 additional rules; 1004, which is the primary rule dealing with  
22 secondary evidence; 1005, deals with proof of the content of  
23 public records; 1006, which deals with summaries; 1007, which  
24 allows the proof of a writing, recording or photograph through  
25 the written or testimonial admission of a party opponent; and

1 1008, which is a specific application of the conditional  
2 relevance rule under Rule 104(b) and for purposes of this ruling  
3 need not be further explained.

4           So what does 1006 require? It says that in  
5 substitution for voluminous writings, recordings or photographs,  
6 a summary may be introduced. Now, we used the word "chart", but  
7 it could be a testimonial summary. It could be a narrative  
8 summary. It could be in many different forms, but in this  
9 particular instance we're dealing with ten charts that have  
10 multiple entries of discreet banking transactions to include  
11 wire transfers, cash deposits and other deposits that are  
12 derived from voluminous banking records from the many bank  
13 accounts of the type that have already been introduced into  
14 evidence thus far in this case.

15           So, the question -- or the rule requires or permits  
16 the introduction of a summary of voluminous writings, recordings  
17 or photographs and the -- Mr. Eisele is correct, the effect of  
18 Rule 1006 is that the summary is a substitute for the voluminous  
19 writings, recordings or photographs.

20           So, in order to make sure that the procedure does not  
21 result in unfairness, the rule does two things. It requires  
22 that the underlying record; writings, recordings or photographs,  
23 as well as the charts have been provided to the adverse party at  
24 a reasonable time and manner allowing them to be able to test  
25 the accuracy of the summary. That has happened. There is no

1 challenge to that here.

2           The rule doesn't give a deadline for when it may be.  
3 None was requested by the parties in this case. None was  
4 required by the scheduling order, but it's clear to me that this  
5 was not produced night before last with no prior knowledge.

6           Number two, the evidence is clear before me that the  
7 content of the line items of these charts did not change. The  
8 arrangement, the font, the depiction, how the -- how the  
9 appearance of the chart may have changed, but the substantive  
10 content remained identical from the time that the charts were  
11 first produced in the middle of October until the final version  
12 of the charts were produced here in trial in the last couple  
13 days.

14           The rule also says that the Court implicitly has to  
15 consider some kind of prejudice and can mitigate that prejudice  
16 by requiring that the originals or duplicates be brought into  
17 court to be available if there is any challenge as to the  
18 underlying reliability.

19           Now, as often the case, the rule is a skeletal  
20 framework upon which appellate courts and trial courts  
21 embellish. And that has happened in the Fourth Circuit. The  
22 Fourth Circuit has identified a several part test that district  
23 judges are to evaluate in deciding whether or not a Rule 1006  
24 summary is allowable into evidence.

25           Number one, the underlying records themselves must be



1 voluminous. So, if we had ten records, a summary would  
2 certainly not be appropriate. There is no magic line in the  
3 sand that distinguishes voluminous from non-voluminous, but the  
4 number of entries on any one chart alone, let alone on all ten  
5 charts satisfies me that it meets the requirement that the  
6 underlying records that are summarized be voluminous.

7           The very first page of the, of the January 2011 chart  
8 for account Bank of America account 2143 has about 40 entries on  
9 the first page and probably another 30 on the next page. That  
10 is 70 entries. And in some instances, you would need a bank  
11 statement and a deposit statement, and maybe even something else  
12 as well. So some of those pages would actually be multiple  
13 pages. That's one individual chart, we have ten. So there's no  
14 doubt in my mind that the voluminous requirement has been met.

15           Secondly, and Mr. Eisele is correct, the underlying  
16 writings, recordings or photographs must independently be  
17 admissible. That's key because the chart or the summary  
18 substitutes for the underlying writing, recording or photograph.  
19 The whole notion is it's impracticable to bring in all those  
20 documents. It would overwhelm the jury. And so the summary is  
21 allowed and, therefore, the summary is only as good as the  
22 underlying evidence that it summarizes it must be admissible.

23           Manifestly this would be admissible because these bank  
24 records would constitute business records under Rule 8036, the  
25 business record exception. And indeed, individual examples of

1 the type of records that we have been dealing with have been  
2 admitted throughout the course of this trial. Certified under  
3 Rule 90211, which requires that the certification establish that  
4 the first three requirements deal with the essential  
5 requirements of the business record exception, Rule 8036,  
6 capital A through C have been met. So, the underlying records  
7 themselves manifestly are admissible. So that requirement has  
8 been met.

9           The next requirement is that the entries have to be  
10 reliable. And that deals that there is two reliability  
11 challenges that are potential in something of this nature. One  
12 reliability challenge is that if, for example, we go to the  
13 second entry on the January 1st, 2011 through December 31st,  
14 2011, chart for Bank of America account ending 2143 and we see  
15 that on February 9, 2011, there was a \$5000 cash deposit from  
16 account Bank of America 2143.

17           The reliability prong would be as if we went and  
18 pulled that deposit and looked at it, and it turns out that  
19 instead of \$5000 it was \$500. Then it would not be reliable  
20 because the entry itself would be inaccurate.

21           Now, how do we know whether it's accurate or not?  
22 Well, we have several ways of knowing. Number one, we have the  
23 testimony from the person that prepared the chart that we have  
24 begun to receive who explained -- this is a certified public  
25 accountant who explained how the chart was prepared. And based

1 upon that, that the information was there and that not only did  
2 he prepare the chart and check it, but he went back afterwards  
3 and reverse compared the chart to underlying records and it was  
4 accurate.

5 I don't have any instance before me at this juncture  
6 to show that any line item on there, that if we went back and  
7 tickled out the underlying record that relates to that line item  
8 that they got the decimal point wrong or they got a wrong number  
9 in there. Rather, the reliability argument is that it's really  
10 a masquerading opinion of the case agent rather than the  
11 underlying records being summarized themselves. I'll get to  
12 that in just a minute.

13 The next issue is, the rule requires and the case law  
14 says that if it's -- if it is voluminous, which I found that it  
15 is and if the chart is reliably prepared, which thus far the  
16 evidence has established that it is based upon the testimony of  
17 how it was made, then you have to examine whether or not a copy  
18 of the underlying records was produced with the chart at a  
19 reasonable time and manner to give the party against whom the  
20 evidence is offered an opportunity to test whether the chart is  
21 accurate.

22 That has happened. The underlying banking records  
23 were produced long ago and the charts themselves were produced  
24 in substantive -- substantively identical form in middle of  
25 October, several weeks ago. And I note that as for reliability,

1 the government did with regard to the emails that had the  
2 underlying information from which the chart was produced, they  
3 included those in -- as for each defendant, accounts in the name  
4 of those defendants so that you could go back to the email from  
5 which the deposit slip came and actually find the email and look  
6 at the receipt, and then verify that.

7           So I find that not only were the charts and the  
8 underlying data made, but the government took an extra step to  
9 make it easy to find the source of the deposit where it wasn't  
10 the cash deposit that was done at the bank itself. So clearly,  
11 that has been accomplished.

12           The next is I have to consider the nature of any  
13 prejudice. And part of that trickles into the rule itself and  
14 that's to have the records available. And the underlying  
15 records have been, A, produced to the defendant; B, they are the  
16 records of the defendants, so --

17           Now, maybe they lost them when the search and seizure  
18 warrant was executed, but certainly they are their own bank  
19 accounts and they could have had access to them. So that  
20 factors into whether there's any unfairness here.

21           And I will order, if the defendants want, the  
22 government to have available if the defendants can't find them,  
23 the underlying records from which the charts were made, if  
24 there's any legitimate question about the accuracy of any of  
25 these entries as opposed to how they were made.

1           The prejudice issue, I'm going to come back to in just  
2 a moment because that ties into Mr. Eisele's debate about how  
3 these records were selected. And then -- so those are the  
4 elements that the case law says I have to consider.

5           Now, let's get to the crux of what Mr. Eisele's  
6 objection is and his objection is shared by all the defendants.  
7 And that is, is that this is somehow a masquerading opinion.  
8 And in that regard, Mr. Eisele has said that the items selected  
9 on here represent the thought process of the case agent as  
10 affirmed by the government that the deposits on here represent  
11 the money produced by victims. And that anybody whose money  
12 deposited on there is someone who was a victim. And that is an  
13 opinion and so this summarizes opinion, not underlying writings,  
14 recordings or photographs.

15           It is impossible in a case involving truly voluminous  
16 evidence where some of the writings, recordings and photographs  
17 are relevant and others are not to identify a subset of the  
18 universe of documents which contains relevant and not relevant  
19 documents. It is impossible to make the decision either to  
20 introduce the hard copy records into evidence one by one or a  
21 chart without having asserted some thought process as to what's  
22 relevant and not what's not. It would be absolutely impossible.

23           And under that theory, what the government would be  
24 required to do is to have these charts reflect every single  
25 transaction from those bank accounts for every period of time

1 that was there. That would make the chart completely useless,  
2 because the chart is being offered to show deposits which  
3 support the theory of the governments case. Namely, that these  
4 were instances of fraudulent money taken in support of the  
5 two -- for Count One and Count Two.

6 It was impossible for the government to have done that  
7 without having some sort of deliberative process applied to the  
8 universe of banking records to decide whether or not the entry  
9 was produced as reasonable to fraud. The government has spent  
10 the last few days introducing specific examples of fraudulent  
11 deposits. They did this under two forms of methodology.

12 One was to bring in somewhere around ten victims who  
13 got on the stand and testified as to the circumstances that led  
14 them to take their funds, net funds or funds they borrowed and  
15 deposit them into the bank accounts that were associated with  
16 the defendants as identified by the evidence. So, that was done  
17 in that particular fashion.

18 If the government were to bring in every single victim  
19 in a fraud of what they allege to be of this magnitude, this  
20 trial would take a year, because they would have to come in and  
21 they would have to go through that. So they have identified  
22 individual flesh and blood victims who have told of the  
23 circumstances that led them to give the money that they have  
24 given.

25 And we have heard from victims a dollar amount which

1 is close to, if not greater than, the collective total of all of  
2 these charts. By my quick back of the envelope reckoning, we  
3 had probably somewhere between \$2 million of actual testimony.

4 One witness over 700,000 -- one victim over 700,000;  
5 one victim over 600,000; one victim over 400,000; one victim  
6 over 300,000; several victims had somewhere in the neighborhood  
7 of 100,000. Total all that up and you get total numbers that  
8 are not out of comparison with the numbers that are reflected on  
9 these charts.

10 And whether or not it deals with one particular  
11 defendant in terms of the accounts relating to them or not, if  
12 the government's theory is accepted by the jury, all of these  
13 deposits go to all of these defendants if the defendants are  
14 convicted by the jury because the conduct of the defendants, all  
15 the defendants, would be part of the conspiracy if the jury  
16 accepts the government's case.

17 So then, what is it about the agent? There's an  
18 argument that this is unfair not only as a matter of evidence,  
19 but under the Sixth Amendment because the agent was pulled as an  
20 expert under Rule 702 and that the selection of these particular  
21 individuals as victims somehow trespassed against that. Before  
22 I finish that thought, I want to go back one that I didn't quite  
23 finish.

24 What is the other method that the government  
25 established in the eyes of the jury in terms of how it selects

1 that? All the testimony in the last two days when we had the  
2 Special Agent going through all of those exhibits, we add the  
3 actual exhibits. We had the deposits. We had them connect  
4 together and we had the emails of the defendants. All of that  
5 established the underlying predicate that I suspect that Special  
6 Agent Custer will testify to when he testifies, which is cash  
7 deposits over a thousand dollars, wire transfers identifying  
8 people by name are all examples of evidence of fraudulent  
9 conduct that comes in.

10 The rule itself, 1006, would be a meaningless rule if  
11 the government in a case like this had to produce each and every  
12 single record. They have established criteria for determining  
13 when a deposit related a fraudulent deposit.

14 That can be tested. It can be tested by  
15 cross-examination. It can be tested by the introduction of any  
16 entry on these charts that the defense wants to offer evidence  
17 was a legitimate expense, and that is how you can test that.  
18 And the challenge of whether it's a victim or not is to be  
19 decided by the jury.

20 Now, let's deal with the 702 issue. The argument is  
21 is that the special agent is exercising expert testimony and  
22 that the defense was told that no expert testimony would be  
23 offered and that they wanted a *Daubert* hearing. Let's take care  
24 of that once and for all.

25 Federal Rule of Evidence 702 says that if scientific,



1 technical or specialized information will assist the fact finder  
2 in understanding the evidence or making a determination of an  
3 issue in a case, then the witness qualified as an expert by  
4 virtue of knowledge, training, experience, background, education  
5 or skill may testify in the form of an opinion or otherwise  
6 provided, one, there is sufficient facts or data to support the  
7 opinions; two, the methods or principles used are reliable; and  
8 three, the methods or principles have been reliably applied to  
9 the facts of the case.

10           The reliability prong comes from this 2000 changes of  
11 the Rules of Evidence which adopted the cases beginning with  
12 *Daubert versus Kumho Tire* or *Daubert versus Merrell Dow* and up  
13 through the *Kumho Tire* case. And as part of the reliability of  
14 the methodology, the *Daubert* case tells the Court that it can  
15 look at a number of factors that may be indicia of reliability  
16 to include whether the methodology has been tested, if there is  
17 an error rate; whether the methodology had been subject to peer  
18 review and whether it has been generally accepted as reliable  
19 within the relevant scientific or technical community.

20           The case law is manifest that not all expert testimony  
21 is based upon application of the scientific method. It was in  
22 *Daubert versus Merrill Dow* because it was epidemiological issue  
23 dealing with causation of birth defects through pharmaceutical  
24 products. That's science.

25           But things like doctors testifying as to how the used

1 the differential method of diagnosing patients and any number of  
2 expert testimony occurs without having to apply the so-called  
3 *Daubert* factors.

4 And it is true to a certain degree that the selection  
5 process that Special Agent Custer may have used is based upon  
6 his training or experience that allowed him to reach the  
7 conclusions as to the entries that were placed in there.

8 But the mistake -- the defense mistakenly believes  
9 that the only way in which this judgment can be exercised is  
10 pursuant to Rule 702, the expert witness rule which itself  
11 triggers the disclosure requirement under Federal Rule of  
12 Criminal Procedure 16.

13 Not covered by the objection and fatal to its success  
14 is Federal Rule of Evidence 701, the lay opinion testimony rule,  
15 which says that a lay witness may testify in the form of an  
16 opinion if, one, it's rationally based upon perception; two,  
17 helpful to the fact finder; and three, does not involve  
18 scientific, technical or specialized information within the  
19 scope of Rule 702.

20 The Fourth Circuit has said that the dividing line  
21 between 701, lay opinion testimony and 702, expert testimony is  
22 a fine line and not easy to discern. But in a Fourth Circuit  
23 case that was decided within the last dozen years or so, the  
24 Fourth Circuit recognized that a police officer who learns  
25 information by virtue of the nature of the work that they

1 perform in their profession can testify as a lay witness because  
2 that is information learned in their work based upon their  
3 perception, helpful to the fact finder and does not require  
4 scientific, technical or specialized information such as the  
5 type that employ scientific method that trigger the *Daubert*  
6 factors.

7           And in this particular instance, I don't know what  
8 Special Agent Custer is going to testify to, but he's going to  
9 testify as to how he selected that. And this is coming from,  
10 one, his perception. His selection has to be based upon his  
11 perception. He looked at these records as part of the  
12 investigation. And all that it's going to stand for is the  
13 deliberative process that was used by which a deposit was  
14 selected to include in the chart because it bore similar indicia  
15 of the exhibits that have already been introduced as testified  
16 to by the actual victims and through the email exchanges that we  
17 had yesterday. And that that criteria are cash deposits and  
18 what the agent -- the accountant testified to yesterday.

19           So, that is not impermissible expert testimony. That  
20 is permissible lay opinion testimony under Rule 701 as to how  
21 it's selected. The charts do not summarize the opinion. All  
22 that happened was the agent exercised some selective process to  
23 identify the voluminous records that the contents of which are  
24 in the charts.

25           For that reason, the charts are admissible, the

1 objection is overruled and the witness will be permitted to  
2 testify. And I will be happy to instruct the jury if the  
3 defense request that whether or not any particular entry is an  
4 entry that reflects fraudulent activity or not is their choice,  
5 not the choice of anyone else. But I'm not going to give that  
6 instruction unless the defense asks for it.

7 I now want to turn to Mr. Seligman's argument  
8 yesterday. Mr. Seligman, I agree with you. Those documents are  
9 clearly admissible. There's no question on authenticity. They  
10 are authentic. There's no question that the underlying records  
11 themselves are admissible as business records under 8036.

12 The individual line items, obviously, we have to  
13 reckon with Evidence Rule 805, which is hearsay within hearsay,  
14 but seldom have I seen a clearer application of a present sense  
15 impression under 8031, which says that a statement made while  
16 perceiving an event or immediately thereafter that explains or  
17 describes it is admissible.

18 We have the actual time entries to the second, to the  
19 hundredth of seconds as this dialogue goes back and forth  
20 between the victims and the person who deposited that money in  
21 there. So we have what would qualify --

22 First of all, many of them are not -- is not hearsay  
23 at all, because in order to be hearsay under 801(a), it has to  
24 be an intentionally assertive statement. A question or  
25 something of that nature, a pure question is not an assertion.

1 So some of these things don't even constitute hearsay because  
2 they don't constitute a statement under 801(a). Others would  
3 qualify as an excited utterance because somebody is upset. That  
4 would come in under 8033, and others would come in under 8032 as  
5 excited utterance. Others would come in under 8033 as an  
6 existing state of mind. I'm upset, I'm afraid that I may be in  
7 trouble because this money is in my account.

8 For all those reasons, because some are non-hearsay  
9 and some are admissible hearsay and the underlying records  
10 themselves are business records, those exhibits will be admitted  
11 and when we finish with this witness, we will recall the special  
12 agent so you that can examine the agent about it.

13 MR. WINDOM: Your Honor, on the scheduling issue with  
14 witnesses, Mr. Feeley, our first witness is here.

15 THE COURT: We're going to finish with Feeley before  
16 we call anybody else.

17 MR. WINDOM: Yes, sir. That was the plan to put him  
18 on for cross for Mr. Eisele. We've already discussed that.  
19 He's okay with that. And then get him on his way.

20 And then we can either do Agent Goshen --

21 THE COURT: I'd like to bring Agent Goshen back so  
22 Mr. Seligman can have his examination, which he wasn't able to  
23 do. You can finish any redirect, that witness is finished.

24 But those exhibits will be admitted, Mr. Seligman, and  
25 you'll be able to do your examination.

**Deposits into Gbenga Ogundele, G.O. Benson Group  
LLC, and Friendly Auto Sales, Inc.'s  
January 1, 2011 - December 31, 2011  
Bank of America #2143**

Date	Amount	Type of Transaction	Sender of Wire on Bank Statement	Account
1/4/2011	\$ 7,025.00	ATM Deposit		BOA2143
2/9/2011	\$ 5,000.00	Cash Deposits		BOA2143
2/11/2011	\$ 4,435.00	ATM Deposit		BOA2143
2/14/2011	\$ 4,000.00	Cash Deposits		BOA2143
2/15/2011	\$ 8,535.00	ATM Deposit		BOA2143
2/22/2011	\$ 11,105.00	ATM Deposit		BOA2143
3/1/2011	\$ 2,235.00	ATM Deposit		BOA2143
3/10/2011	\$ 2,800.00	Cash Deposits		BOA2143
3/15/2011	\$ 8,770.00	ATM Deposit		BOA2143
3/29/2011	\$ 1,200.00	Cash Deposits		BOA2143
4/19/2011	\$ 2,555.00	ATM Deposit		BOA2143
4/26/2011	\$ 1,935.00	ATM Deposit		BOA2143
5/3/2011	\$ 4,000.00	Cash Deposits		BOA2143
7/1/2011	\$ 9,500.00	Cash Deposits		BOA2143
7/1/2011	\$ 9,000.00	Cash Deposits		BOA2143
7/1/2011	\$ 8,800.00	Cash Deposits		BOA2143
7/1/2011	\$ 6,000.00	Cash Deposits		BOA2143
7/5/2011	\$ 6,700.00	Cash Deposits		BOA2143
7/6/2011	\$ 9,900.00	Cash Deposits		BOA2143
7/25/2011	\$ 7,700.00	Cash Deposits		BOA2143
7/29/2011	\$ 7,150.00	Cash Deposits		BOA2143
8/1/2011	\$ 9,900.00	Cash Deposits		BOA2143
8/1/2011	\$ 9,000.00	Cash Deposits		BOA2143
8/3/2011	\$ 8,900.00	Cash Deposits		BOA2143
8/3/2011	\$ 2,200.00	Cash Deposits		BOA2143
8/12/2011	\$ 9,900.00	Cash Deposits		BOA2143
8/15/2011	\$ 7,000.00	Cash Deposits		BOA2143
8/24/2011	\$ 5,000.00	Cash Deposits		BOA2143
8/30/2011	\$ 1,900.00	Cash Deposits		BOA2143
9/1/2011	\$ 6,000.00	Cash Deposits		BOA2143
9/1/2011	\$ 4,000.00	Cash Deposits		BOA2143
9/2/2011	\$ 5,000.00	Cash Deposits		BOA2143
9/14/2011	\$ 9,000.00	Cash Deposits		BOA2143
9/14/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/14/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/14/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/15/2011	\$ 9,000.00	Cash Deposits		BOA2143
9/15/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/15/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/15/2011	\$ 8,000.00	Cash Deposits		BOA2143
9/28/2011	\$ 9,600.00	Cash Deposits		BOA2143
10/4/2011	\$ 9,500.00	Cash Deposits		BOA2143
10/4/2011	\$ 3,115.00	Cash Deposits		BOA2143
10/5/2011	\$ 18,115.00	Cash Deposits		BOA2143
10/7/2011	\$ 9,500.00	Cash Deposits		BOA2143
10/7/2011	\$ 5,500.00	Cash Deposits		BOA2143
10/18/2011	\$ 2,700.00	Cash Deposits		BOA2143
10/18/2011	\$ 1,000.00	Cash Deposits		BOA2143
10/24/2011	\$ 1,500.00	Cash Deposits		BOA2143
10/25/2011	\$ 9,541.00	Cash Deposits		BOA2143
10/27/2011	\$ 4,505.00	Cash Deposits		BOA2143
10/28/2011	\$ 9,000.00	Cash Deposits		BOA2143
10/31/2011	\$ 8,000.00	Cash Deposits		BOA2143
11/1/2011	\$ 8,000.00	Cash Deposits		BOA2143
11/2/2011	\$ 2,000.00	Cash Deposits		BOA2143
11/4/2011	\$ 6,000.00	Cash Deposits		BOA2143
11/4/2011	\$ 6,000.00	Cash Deposits		BOA2143
11/14/2011	\$ 24,430.00	ATM Deposit		BOA2143
11/29/2011	\$ 7,800.00	Cash Deposits		BOA2143
12/1/2011	\$ 7,070.00	Cash Deposits		BOA2143
12/14/2011	\$ 5,000.00	Wire	Heather Leanna	BOA2143
12/14/2011	\$ 3,000.00	Wire	Heather Leanna	BOA2143
12/16/2011	\$ 7,526.00	Cash Deposits		BOA2143
12/19/2011	\$ 9,000.00	Cash Deposits		BOA2143
12/20/2011	\$ 3,000.00	Cash Deposits		BOA2143
12/22/2011	\$ 4,000.00	Cash Deposits		BOA2143
12/23/2011	\$ 9,800.00	Cash Deposits		BOA2143
12/23/2011	\$ 7,300.00	Cash Deposits		BOA2143
12/30/2011	\$ 10,000.00	Cash Deposits		BOA2143
12/30/2011	\$ 2,900.00	Cash Deposits		BOA2143

Additional Deposits <\$1,000	\$ 5,041.00
<b>Total</b>	<b>\$ 466,588.00</b>

GOVT. EXHIBIT NO. Chart 1  
CASE NO. PWG-15-277  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



**Deposits and Wire Transfers into Gbenga Ogundele, GO Benson Group, LLC and Friendly Auto Sales, Inc.'s  
Bank of America #2143 and #7607  
January 1, 2012 - December 31, 2012**

Date	Amount	Type of Transaction	Sender of Wire on Bank Statement	Account	Email
1/6/2012	\$6,500.00	Cash Deposits		BOA2143	
1/9/2012	\$17,500.00	Cash Deposits		BOA2143	
1/13/2012	\$4,600.00	Wire	Heather Leanna	BOA2143	
1/25/2012	\$3,000.00	Cash Deposits		BOA2143	
1/26/2012	\$3,000.00	Cash Deposits		BOA2143	
1/27/2012	\$13,000.00	Cash Deposits		BOA2143	
1/27/2012	\$10,000.00	Cash Deposits		BOA2143	
1/27/2012	\$3,450.00	Wire	Jane T Chawansky	BOA2143	
2/1/2012	\$1,000.00	Cash Deposits		BOA2143	
2/3/2012	\$6,975.00	Wire	Richard L Haysa	BOA2143	
2/6/2012	\$7,200.00	Cash Deposits		BOA2143	
2/6/2012	\$6,000.00	Cash Deposits		BOA2143	
2/6/2012	\$5,500.00	Cash Deposits		BOA2143	
2/6/2012	\$1,500.00	Wire	Heather Leanna	BOA2143	
2/7/2012	\$6,000.00	Cash Deposits		BOA2143	
2/7/2012	\$4,000.00	Cash Deposits		BOA2143	
2/13/2012	\$10,000.00	Cash Deposits		BOA2143	
2/15/2012	\$8,500.00	Cash Deposits		BOA2143	
2/15/2012	\$3,000.00	Cash Deposits		BOA2143	
2/16/2012	\$6,000.00	Wire	Jane T Chawansky	BOA2143	
2/16/2012	\$3,000.00	Cash Deposits		BOA2143	
2/17/2012	\$6,350.00	Cash Deposits		BOA2143	
2/17/2012	\$1,000.00	Cash Deposits		BOA2143	Y
2/22/2012	\$3,500.00	Wire	Patricia L McCann	BOA2143	
2/24/2012	\$3,000.00	Cash Deposits		BOA2143	
2/27/2012	\$3,000.00	Cash Deposits		BOA2143	Y
3/7/2012	\$8,000.00	Cash Deposits		BOA2143	
3/8/2012	\$7,800.00	Wire	Marilyn S Lary	BOA2143	
3/20/2012	\$6,000.00	Cash Deposits		BOA2143	
3/22/2012	\$8,000.00	Deposits		BOA2143	
3/23/2012	\$5,870.00	Wire	Krishnan Mankee	BOA2143	Y
3/26/2012	\$2,100.00	Cash Deposits		BOA2143	
4/10/2012	\$2,000.00	Cash Deposits		BOA2143	
4/11/2012	\$8,000.00	NY Tlr transfer		BOA2143	Y
4/12/2012	\$5,160.00	Deposits		BOA2143	Y
4/13/2012	\$30,000.00	Wire	Krishnan Mankee	BOA2143	
4/18/2012	\$5,000.00	SC tlr transfer		BOA2143	Y
4/19/2012	\$2,000.00	Cash Deposits		BOA2143	Y
5/14/2012	\$9,000.00	Cash Deposits		BOA2143	
5/25/2012	\$2,200.00	Cash Deposits		BOA2143	
6/18/2012	\$15,700.00	Cash Deposits		BOA2143	Y
6/21/2012	\$2,000.00	Cash Deposits		BOA2143	
7/9/2012	\$1,300.00	Cash Deposits		BOA2143	
7/10/2012	\$20,000.00	Cash Deposits		BOA2143	
7/12/2012	\$1,100.00	Cash Deposits		BOA2143	
7/17/2012	\$2,000.00	Cash Deposits		BOA2143	
7/20/2012	\$1,950.00	Cash Deposits		BOA2143	
7/30/2012	\$4,470.00	Wire	Andy A Bruce	BOA2143	
8/6/2012	\$7,200.00	Cash Deposits		BOA2143	
8/6/2012	\$4,000.00	Wire	Andy A Bruce	BOA2143	
8/7/2012	\$20,000.00	Wire	Patsy Schumacher	BOA2143	Y
8/13/2012	\$15,000.00	Wire	Andy A Bruce	BOA2143	
8/16/2012	\$3,500.00	Wire	Andy A Bruce	BOA2143	

Additional Deposits Under \$1,000	\$6,380.00
<b>Total</b>	<b>\$754,425.00</b>

Date	Amount	Type of Transaction	Sender of Wire on Bank Statement	Account	Email
8/17/2012	\$10,000.00	Cash Deposits		BOA2143	
9/5/2012	\$5,000.00	Wire	Andy A Bruce	BOA2143	
9/24/2012	\$12,000.00	Cash Deposits		BOA2143	
9/28/2012	\$3,390.00	Cash Deposits		BOA2143	
10/5/2012	\$47,050.00	Cash Deposits		BOA2143	
10/9/2012	\$10,000.00	Wire	Printing Plus	BOA2143	
10/10/2012	\$9,000.00	Cash Deposits		BOA2143	
10/10/2012	\$4,400.00	Cash Deposits		BOA2143	
10/15/2012	\$4,000.00	Cash Deposits		BOA2143	
10/15/2012	\$4,000.00	Cash Deposits		BOA2143	
10/17/2012	\$20,000.00	Cash Deposits		BOA2143	
10/17/2012	\$2,000.00	Cash Deposits		BOA2143	
10/17/2012	\$4,000.00	Cash Deposits		BOA2143	
10/22/2012	\$4,300.00	Cash Deposits		BOA2143	
10/23/2012	\$7,000.00	Cash Deposits		BOA2143	
10/30/2012	\$3,200.00	Cash Deposits		BOA2143	
10/30/2012	\$1,150.00	Check Deposits		BOA2143	
10/31/2012	\$10,000.00	Wire	Celeste Cohen	BOA2143	Y
11/1/2012	\$5,750.00	Cash Deposits		BOA2143	
11/1/2012	\$5,000.00	Cash Deposits		BOA2143	
11/2/2012	\$5,600.00	Cash Deposits		BOA2143	
11/2/2012	\$3,700.00	Cash Deposits		BOA2143	
11/2/2012	\$3,000.00	Check Deposits		BOA2143	
11/2/2012	\$4,985.00	Cash Deposits		BOA2143	
11/5/2012	\$3,000.00	Cash Deposits		BOA2143	
11/6/2012	\$3,000.00	Wire	Elizabeth B Pierce	BOA2143	Y
11/6/2012	\$2,600.00	Cash Deposits		BOA2143	
11/6/2012	\$2,000.00	Check Deposits		BOA2143	
11/7/2012	\$5,000.00	Cash Deposits		BOA2143	
11/8/2012	\$9,000.00	Cash Deposits		BOA2143	Y
11/8/2012	\$6,500.00	Check Deposits		BOA2143	Y
11/8/2012	\$6,000.00	Cash Deposits		BOA2143	Y
11/8/2012	\$4,700.00	Cash Deposits		BOA2143	
11/9/2012	\$50,000.00	Wire	Ruth Lindsey	BOA2143	Y
11/9/2012	\$7,000.00	Cash Deposits		BOA2143	Y
11/13/2012	\$12,000.00	Check Deposits		BOA2143	Y
11/13/2012	\$9,500.00	Cash Deposits		BOA2143	Y
11/13/2012	\$6,000.00	Check Deposits		BOA2143	Y
11/13/2012	\$4,000.00	Cash Deposits		BOA2143	Y
11/13/2012	\$4,000.00	Wire	Printing Plus	BOA2143	Y
11/13/2012	\$1,786.00	Cash Deposits		BOA2143	
11/13/2012	\$1,000.00	Cash Deposits		BOA2143	
11/14/2012	\$46,000.00	Wire	Robert A Feeley	BOA2143	Y
11/15/2012	\$2,500.00	Wire	Robert House	BOA2143	Y
11/15/2012	\$9,975.00	Wire	Mrs Dorothy Hatten	BOA2143	Y
11/19/2012	\$2,000.00	Cash Deposits		BOA2143	
11/27/2012	\$4,700.00	Cash Deposits		BOA2143	
11/30/2012	\$2,200.00	Cash Deposits		BOA2143	
12/3/2012	\$1,800.00	Cash Deposits		BOA2143	
12/7/2012	\$1,730.00	Cash Deposits		BOA2143	
12/18/2012	\$1,900.00	Cash Deposits		BOA2143	Y
12/21/2012	\$1,000.00	Cash Deposits		BOA2143	
12/31/2012	\$1,000.00	Check Deposits		BOA2143	

GOVT. EXHIBIT NO. Chart 2 \_\_\_\_\_  
CASE NO. PWG-15-277 \_\_\_\_\_  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



**Deposits and Wire Transfers into Gbenga Ogundele, GO Benson Group, LLC and Friendly Auto Sales, Inc.'s  
Bank of America #2143 and #7607, and Wells Fargo #4126  
January 1, 2013 - December 31, 2013**

Date	Amount	Type of Transaction	Sender of Wire on Bank Statement	Account	Email
1/2/2013	\$3,000.00	Cash Deposits		BOA2143	
1/11/2013	\$5,000.00	Cash Deposits		BOA2143	
1/11/2013	\$1,200.00	Cash Deposits		BOA2143	
1/15/2013	\$1,200.00	Cash Deposits		BOA2143	Y
1/16/2013	\$2,000.00	Cash Deposits		BOA2143	
1/17/2013	\$2,000.00	Cash Deposits		BOA2143	
1/22/2013	\$1,100.00	Cash Deposits		BOA2143	
1/28/2013	\$1,200.00	Cash Deposits		BOA2143	Y
1/31/2013	\$5,000.00	Cash Deposits		BOA2143	Y
1/31/2013	\$2,000.00	Cash Deposits		BOA2143	Y
2/4/2013	\$3,000.00	Cash Deposits		BOA2143	Y
2/5/2013	\$5,000.00	NC Tir transfer		BOA2143	Y
2/6/2013	\$7,726.48	Wire	G E Mckay	BOA2143	
2/6/2013	\$4,500.00	Cash Deposits		BOA7607	
2/6/2013	\$2,000.00	Cash Deposits		BOA7607	
2/7/2013	\$6,000.00	Wire	Donald Sabo	BOA2143	Y
2/7/2013	\$3,000.00	Cash Deposits		BOA7607	
2/7/2013	\$3,000.00	Cash Deposits		BOA7607	
2/7/2013	\$3,000.00	Cash Deposits		BOA7607	
3/5/2013	\$10,000.00	Cash Deposits		BOA7607	
3/8/2013	\$13,200.00	Cash Deposits		BOA7607	
5/28/2013	\$9,000.00	Cash Deposits		BOA7607	
5/29/2013	\$9,200.00	Cash Deposits		BOA7607	
5/29/2013	\$9,200.00	Check Deposits		BOA7607	
5/30/2013	\$1,800.00	Check Deposits		BOA7607	
5/31/2013	\$1,850.00	Cash Deposits		BOA7607	
6/4/2013	\$9,000.00	Cash Deposits		BOA7607	
6/20/2013	\$1,050.00	Cash Deposits		BOA7607	
6/26/2013	\$5,100.00	Cash Deposits		BOA7607	
7/10/2013	\$6,000.00	Cash Deposits		BOA7607	
7/11/2013	\$6,539.00	Cash Deposits		BOA7607	
7/18/2013	\$9,280.00	Cash Deposits		BOA7607	
7/22/2013	\$5,700.00	Cash Deposits		BOA7607	Y
7/22/2013	\$3,900.00	Cash Deposits		BOA7607	Y
7/23/2013	\$10,000.00	Cash Deposits		BOA7607	
7/26/2013	\$7,000.00	Cash Deposits		BOA7607	Y
8/2/2013	\$2,000.00	Cash Deposits		BOA7607	
8/5/2013	\$700.00	Cash Deposits		BOA7607	Y
8/26/2013	\$3,500.00	Cash Deposits		BOA7607	
8/27/2013	\$6,000.00	Cash Deposits		BOA7607	
8/27/2013	\$5,000.00	Cash Deposits		WF4126	
8/27/2013	\$2,000.00	Check Deposits		BOA7607	
9/3/2013	\$7,000.00	Check Deposits		BOA7607	
9/4/2013	\$2,500.00	Cash Deposits		BOA7607	
9/4/2013	\$2,500.00	Cash Deposits		BOA7607	
9/10/2013	\$9,000.00	Cash Deposits		BOA7607	
9/11/2013	\$3,500.00	Cash Deposits		BOA7607	
9/11/2013	\$1,440.00	Cash Deposits		BOA7607	
9/12/2013	\$2,500.00	Cash Deposits		BOA7607	
9/13/2013	\$8,000.00	Check Deposits		BOA7607	
9/18/2013	\$9,000.00	Cash Deposits		BOA7607	
9/19/2013	\$2,000.00	Cash Deposits		BOA7607	
9/25/2013	\$8,000.00	Cash Deposits		BOA7607	
9/25/2013	\$7,500.00	Cash Deposits		BOA7607	
9/25/2013	\$4,500.00	Cash Deposits		BOA7607	
9/25/2013	\$4,000.00	Cash Deposits		BOA7607	
9/30/2013	\$8,700.00	Cash Deposits		BOA7607	
10/15/2013	\$7,000.00	Cash Deposits		BOA7607	
10/21/2013	\$2,840.00	Cash Deposits		BOA7607	
10/22/2013	\$3,000.00	Cash Deposits		BOA7607	
10/22/2013	\$2,337.00	Cash Deposits		BOA7607	
10/22/2013	\$1,200.00	Cash Deposits		BOA7607	
10/23/2013	\$5,000.00	Cash Deposits		BOA7607	
10/23/2013	\$1,500.00	Cash Deposits		BOA7607	
10/23/2013	\$1,260.00	Cash Deposits		BOA7607	
10/24/2013	\$5,000.00	Wire	Larry F Hammons	BOA7607	
10/25/2013	\$11,000.00	Cash Deposits		BOA7607	
10/25/2013	\$9,000.00	Cash Deposits		BOA7607	
10/25/2013	\$5,000.00	Cash Deposits		BOA7607	Y
10/25/2013	\$1,600.00	Cash Deposits		BOA7607	
10/28/2013	\$9,000.00	Cash Deposits		BOA7607	
10/28/2013	\$6,000.00	Cash Deposits		BOA7607	
10/28/2013	\$5,000.00	Check Deposits		BOA7607	
10/29/2013	\$10,000.00	Cash Deposits		BOA7607	Y
10/29/2013	\$10,000.00	Check Deposits		BOA7607	
10/29/2013	\$6,000.00	Cash Deposits		BOA7607	Y
11/12/2013	\$10,000.00	Cash Deposits		BOA7607	Y
11/12/2013	\$9,500.00	Cash Deposits		BOA7607	Y
11/19/2013	\$5,000.00	Cash Deposits		BOA7607	
11/22/2013	\$5,000.00	Cash Deposits		BOA7607	Y
12/30/2013	\$5,000.00	Cash Deposits		WF4126	

Additional Deposits < \$1,000	\$7,557.00
<b>Total</b>	<b>\$431,879.48</b>

GOVT. EXHIBIT NO. Chart 3  
CASE NO. PWG-15-277  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



Deposits and Wire Transfers into Gbenga Ogundele and GO Benson Group, LLC  
SunTrust #1809 and #3523, Wells Fargo #4126, and Capital One #9448  
January 1, 2014 - December 31, 2014

Date	Amount	Type of Transaction	Account	Email
1/7/2014	\$ 4,000.00	Cash Deposits	WF4126	Y
1/8/2014	\$ 30,000.00	Cash Deposits	WF4126	
1/8/2014	\$ 7,040.00	Cash Deposits	WF4126	Y
1/8/2014	\$ 4,200.00	Cash Deposits	WF4126	
1/9/2014	\$ 6,145.00	Cash Deposits	WF4126	
1/14/2014	\$ 6,000.00	Cash Deposits	WF4126	Y
1/14/2014	\$ 3,000.00	Cash Deposits	WF4126	Y
1/16/2014	\$ 1,785.00	Cash Deposits	WF4126	
1/17/2014	\$ 7,000.00	Cash Deposits	WF4126	Y
1/22/2014	\$ 4,000.00	Cash Deposits	WF4126	
1/23/2014	\$ 2,000.00	Cash Deposits	WF4126	
1/28/2014	\$ 8,000.00	Cash Deposits	WF4126	
1/28/2014	\$ 4,600.00	Cash Deposits	WF4126	
1/28/2014	\$ 2,300.00	Cash Deposits	WF4126	Y
1/29/2014	\$ 1,500.00	Cash Deposits	WF4126	Y
2/3/2014	\$ 1,200.00	Cash Deposits	WF4126	
2/4/2014	\$ 7,000.00	Cash Deposits	WF4126	
2/12/2014	\$ 1,700.00	Cash Deposits	WF4126	
2/14/2014	\$ 5,000.00	Cash Deposits	WF4126	
2/14/2014	\$ 5,000.00	Cash Deposits	WF4126	
2/18/2014	\$ 1,600.00	Cash Deposits	WF4126	
2/18/2014	\$ 450.00	Cash Deposits	WF4126	Y
2/19/2014	\$ 9,500.00	Cash Deposits	WF4126	
2/19/2014	\$ 5,500.00	Check Deposits	WF4126	
2/19/2014	\$ 6,700.00	Cash Deposits	WF4126	
2/19/2014	\$ 1,350.00	Cash Deposits	WF4126	
2/20/2014	\$ 6,000.00	Cash Deposits	WF4126	
2/20/2014	\$ 5,400.00	Cash Deposits	WF4126	
2/20/2014	\$ 5,000.00	Check Deposits	WF4126	
2/27/2014	\$ 6,000.00	Cash Deposits	WF4126	
2/27/2014	\$ 4,800.00	Cash Deposits	WF4126	
2/28/2014	\$ 7,000.00	Check Deposits	WF4126	
3/3/2014	\$ 3,150.00	Cash Deposits	WF4126	
3/4/2014	\$ 9,000.00	Cash Deposits	WF4126	
3/4/2014	\$ 3,500.00	Cash Deposits	WF4126	
3/5/2014	\$ 3,100.00	Cash Deposits	WF4126	
3/13/2014	\$ 3,000.00	Cash Deposits	WF4126	Y
3/17/2014	\$ 5,500.00	Cash Deposits	WF4126	Y
3/18/2014	\$ 2,000.00	Check Deposits	WF4126	
3/19/2014	\$ 9,500.00	Cash Deposits	WF4126	Y
3/19/2014	\$ 5,200.00	Cash Deposits	WF4126	Y
3/19/2014	\$ 1,500.00	Cash Deposits	WF4126	Y
3/20/2014	\$ 8,190.00	Cash Deposits	WF4126	
3/20/2014	\$ 5,000.00	Cash Deposits	WF4126	Y
3/20/2014	\$ 1,500.00	Cash Deposits	WF4126	
3/25/2014	\$ 8,820.00	Cash Deposits	WF4126	
3/26/2014	\$ 7,500.00	Cash Deposits	WF4126	
3/27/2014	\$ 2,500.00	Cash Deposits	WF4126	Y
3/28/2014	\$ 1,480.00	Cash Deposits	WF4126	Y
3/31/2014	\$ 4,000.00	Cash Deposits	WF4126	Y
3/31/2014	\$ 3,885.00	Cash Deposits	WF4126	
3/31/2014	\$ 1,600.00	Cash Deposits	WF4126	Y
4/1/2014	\$ 8,000.00	Cash Deposits	WF4126	
4/1/2014	\$ 5,000.00	Check Deposits	WF4126	Y
4/2/2014	\$ 4,000.00	Cash Deposits	WF4126	Y
4/2/2014	\$ 2,300.00	Cash Deposits	WF4126	Y
4/7/2014	\$ 2,000.00	Cash Deposits	WF4126	
4/7/2014	\$ 650.00	Cash Deposits	WF4126	Y
4/9/2014	\$ 4,000.00	Cash Deposits	WF4126	
4/11/2014	\$ 3,500.00	Cash Deposits	WF4126	
4/11/2014	\$ 2,750.00	Cash Deposits	WF4126	Y

Additional Deposits < \$1,000	\$10,607.00
<b>Total</b>	<b>\$542,210.88</b>



**Deposits into Victor Oloyede and EAV Groups, LLC's**  
**BOA #7699, BOA#7709, Capital One #9385, and Wells Fargo #7321**  
**January 1, 2011 - December 31, 2011**

Date	Amount	Type of Transaction	Account
1/14/2011	\$5,820.00	ATM Deposit	BOA7699
1/18/2011	\$9,875.00	ATM Deposit	BOA7699
1/25/2011	\$9,870.00	ATM Deposit	BOA7699
2/1/2011	\$6,810.00	ATM Deposit	BOA7709
2/2/2011	\$10,315.00	ATM Deposit	BOA7699
2/8/2011	\$6,235.00	ATM Deposit	BOA7699
2/8/2011	\$5,210.00	ATM Deposit	BOA7699
2/10/2011	\$3,035.00	ATM Deposit	BOA7699
2/15/2011	\$8,000.00	Cash Deposits	BOA7709
2/16/2011	\$12,774.00	ATM Deposit	BOA7699
2/17/2011	\$15,874.00	ATM Deposit	BOA7699
2/22/2011	\$8,650.00	Cash Deposits	BOA7709
2/22/2011	\$8,550.00	Cash Deposits	BOA7709
2/25/2011	\$2,962.00	ATM Deposit	BOA7699
4/5/2011	\$14,215.00	ATM Deposit	BOA7699
4/18/2011	\$2,500.00	Cash Deposits	BOA7699
4/25/2011	\$1,100.00	ATM Deposit	BOA7709
5/9/2011	\$5,620.00	ATM Deposit	BOA7699
5/10/2011	\$1,535.00	ATM Deposit	BOA7699
5/31/2011	\$1,500.00	Cash Deposits	BOA7709
6/2/2011	\$2,500.00	Cash Deposits	BOA7699
6/27/2011	\$3,330.00	Cash Deposits	BOA7699
7/5/2011	\$2,900.00	Cash Deposits	BOA7709
8/1/2011	\$2,150.00	Cash Deposits	BOA7699
8/8/2011	\$6,000.00	Cash Deposits	BOA7709
8/9/2011	\$8,000.00	Cash Deposits	BOA7709
8/9/2011	\$6,000.00	Cash Deposits	BOA7709
8/10/2011	\$6,000.00	Cash Deposits	BOA7709
8/16/2011	\$2,000.00	Cash Deposits	BOA7709
8/22/2011	\$6,000.00	Cash Deposits	BOA7709
8/23/2011	\$4,000.00	Cash Deposits	BOA7709
9/6/2011	\$1,130.00	ATM Deposit	BOA7699
9/14/2011	\$9,000.00	Cash Deposits	BOA7709

Date	Amount	Type of Transaction	Account
9/14/2011	\$8,000.00	Cash Deposits	BOA7709
9/14/2011	\$8,000.00	Cash Deposits	BOA7709
9/15/2011	\$9,000.00	Cash Deposits	BOA7709
9/15/2011	\$8,000.00	Cash Deposits	BOA7709
9/15/2011	\$8,000.00	Cash Deposits	BOA7709
10/5/2011	\$6,000.00	Cash Deposits	BOA7709
10/6/2011	\$9,800.00	Cash Deposits	BOA7709
10/6/2011	\$8,500.00	Cash Deposits	BOA7709
10/6/2011	\$6,484.00	Cash Deposits	BOA7699
10/7/2011	\$9,700.00	Cash Deposits	BOA7709
10/14/2011	\$8,000.00	Cash Deposits	BOA7709
10/14/2011	\$7,000.00	Cash Deposits	BOA7709
10/17/2011	\$5,000.00	Cash Deposits	BOA7699
10/17/2011	\$5,000.00	Cash Deposits	BOA7709
10/17/2011	\$3,000.00	Cash Deposits	BOA7699
10/17/2011	\$2,000.00	Cash Deposits	BOA7699
10/18/2011	\$9,000.00	Cash Deposits	BOA7699
10/25/2011	\$4,945.50	Cash Deposits	WF7321
10/25/2011	\$4,945.50	Cash Deposits	WF7321
10/28/2011	\$9,000.00	Cash Deposits	BOA7709
10/31/2011	\$8,000.00	Cash Deposits	BOA7709
11/1/2011	\$8,000.00	Cash Deposits	BOA7709
11/1/2011	\$7,500.00	Cash Deposits	BOA7699
11/2/2011	\$5,500.00	Cash Deposits	BOA7699
11/2/2011	\$2,389.00	Cash Deposits	BOA7699
11/8/2011	\$7,800.00	Cash Deposits	BOA7709
11/9/2011	\$9,200.00	Cash Deposits	BOA7709
11/9/2011	\$3,000.00	Cash Deposits	BOA7709
12/5/2011	\$9,500.00	Cash Deposits	BOA7699
12/23/2011	\$9,360.00	Cash Deposits	BOA7709
12/23/2011	\$6,000.00	Cash Deposits	BOA7709
12/30/2011	\$4,640.00	Cash Deposits	BOA7709

Additional Deposits under \$1,000	\$13,277.37
Total	\$433,001.37

GOVT. EXHIBIT NO. Chart 5  
CASE NO. PWG-15-277  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



**Deposits into Victor Oloyede, EAV Groups, LLC and Crown Global, LLC's**  
**BOA #7699, BOA #7709, Capital One #9385, Wells Fargo #7321, and SunTrust #8743**  
**January 1, 2012 - December 31, 2012**

Date	Amount	Type of Transaction	Sender of Wire	Account	Email
1/26/2012	\$8,000.00	Cash Deposits		WF7321	
1/27/2012	\$4,500.00	Cash Deposits		WF7321	
3/9/2012	\$6,000.00	Cash Deposits		WF7321	
3/14/2012	\$6,000.00	Cash Deposits		BOA7699	
3/21/2012	\$15,000.00	Cash Deposits		BOA7699	
3/22/2012	\$20,000.00	Wire	Donna Huddle	BOA7699	
3/22/2012	\$2,500.00	Cash Deposits		WF7321	
3/23/2012	\$2,500.00	Cash Deposits		WF7321	
3/23/2012	\$2,500.00	Cash Deposits		WF7321	
3/23/2012	\$2,500.00	Cash Deposits		WF7321	
3/26/2012	\$5,000.00	Cash Deposits		WF7321	
3/28/2012	\$5,000.00	Cash Deposits		WF7321	
3/29/2012	\$5,000.00	Cash Deposits		WF7321	
4/3/2012	\$5,000.00	Cash Deposits		WF7321	
4/3/2012	\$3,000.00	Wire	Joseph S Latine	WF7321	
4/11/2012	\$5,000.00	Cash Deposits		BOA7699	
4/17/2012	\$12,500.00	Cash Deposits		WF7321	
4/17/2012	\$1,000.00	Cash Deposits		WF7321	Y
4/19/2012	\$8,000.00	Cash Deposits		WF7321	
4/23/2012	\$1,500.00	Cash Deposits		BOA7699	Y
5/4/2012	\$3,000.00	NY tr transfer		BOA7699	
5/8/2012	\$18,500.00	Cash Deposits		BOA7699	
5/9/2012	\$9,500.00	Cash Deposits		BOA7699	
5/10/2012	\$8,130.00	Wire	Kim M Donner	BOA7699	
5/10/2012	\$6,000.00	Cash Deposits		BOA7699	
5/10/2012	\$5,000.00	Wire	Ladelle Borcharding	WF7321	
5/10/2012	\$1,000.00	Cash Deposits		BOA7699	
5/14/2012	\$12,000.00	Cash Deposits		WF7321	
5/15/2012	\$10,000.00	Wire	Ladelle Borcharding	WF7321	
5/15/2012	\$3,200.00	Wire	Katherine M Chilton	BOA7699	
5/16/2012	\$10,000.00	Cash Deposits		WF7321	
5/16/2012	\$3,500.00	Cash Deposits		BOA7699	
5/21/2012	\$3,000.00	Cash Deposits		BOA7699	
5/22/2012	\$4,000.00	Wire	Jeanie M Converse	BOA7699	
5/23/2012	\$12,350.00	NY tr transfer		BOA7699	Y
5/25/2012	\$3,000.00	Check Deposits		BOA7699	
5/25/2012	\$3,000.00	Wire	Cheryl Shaw	WF7321	Y
5/29/2012	\$9,000.00	Cash Deposits		BOA7699	Y
5/31/2012	\$10,000.00	Cash Deposits		WF7321	
6/1/2012	\$4,000.00	Check Deposits		BOA7699	Y
6/6/2012	\$6,500.00	Cash Deposits		BOA7699	
6/6/2012	\$5,600.00	Cash Deposits		BOA7699	
6/8/2012	\$1,300.00	Cash Deposits		WF7321	
6/12/2012	\$2,000.00	Cash Deposits		BOA7699	
6/14/2012	\$2,500.00	Cash Deposits		WF7321	
6/15/2012	\$5,000.00	Check Deposits		BOA7699	Y
6/15/2012	\$1,730.00	Cash Deposits		BOA7699	
6/21/2012	\$2,400.00	Cash Deposits		WF7321	
6/25/2012	\$5,000.00	Cash Deposits		WF7321	
7/2/2012	\$10,000.00	Cash Deposits		WF7321	
7/2/2012	\$2,495.00	Cash Deposits		WF7321	
7/3/2012	\$10,000.00	Cash Deposits		WF7321	
7/10/2012	\$10,000.00	Cash Deposits		WF7321	
7/12/2012	\$10,000.00	Wire	Patry Schumacher	BOA7699	
7/12/2012	\$5,000.00	Cash Deposits		BOA7699	
7/18/2012	\$5,000.00	Cash Deposits		BOA7699	
7/20/2012	\$5,200.00	Cash Deposits		BOA7699	

Additional Deposits under \$1,000	\$7,988.73
<b>Total</b>	<b>\$895,863.73</b>

Date	Amount	Type of Transaction	Sender of Wire	Account	Email
7/23/2012	\$15,000.00	Cash Deposits		WF7321	
7/25/2012	\$8,000.00	Wire	Patsy Schumacher	BOA7699	
7/25/2012	\$3,500.00	Cash Deposits		BOA7699	
7/26/2012	\$19,000.00	Check Deposits		BOA7699	
7/26/2012	\$5,000.00	Cash Deposits		BOA7699	
7/31/2012	\$20,000.00	Wire	Paulette K Danielewicz	BOA7699	
7/31/2012	\$8,000.00	Check Deposits		BOA7699	
8/2/2012	\$7,000.00	Cash Deposits		BOA7699	
8/2/2012	\$2,500.00	Cash Deposits		BOA7699	
8/7/2012	\$9,500.00	Cash Deposits		BOA7699	
8/8/2012	\$10,000.00	Cash Deposits		BOA7699	Y
8/8/2012	\$5,500.00	Cash Deposits		BOA7699	Y
8/9/2012	\$5,985.00	Check Deposits	Rejane M Duquette	BOA7699	
8/10/2012	\$5,000.00	Wire	Paulette K Danielewicz	BOA7699	
8/10/2012	\$1,455.00	Cash Deposits		BOA7699	
8/13/2012	\$5,500.00	Cash Deposits		BOA7699	
8/14/2012	\$15,000.00	Cash Deposits		BOA7699	Y
8/16/2012	\$6,000.00	Cash Deposits		BOA7699	
8/17/2012	\$15,000.00	Cash Deposits		BOA7699	
8/17/2012	\$15,000.00	Cash Deposits		BOA7699	
8/20/2012	\$20,000.00	Cash Deposits		BOA7699	
8/20/2012	\$9,500.00	Cash Deposits		BOA7699	
8/20/2012	\$9,000.00	Cash Deposits		BOA7699	
8/20/2012	\$6,000.00	Cash Deposits		BOA7699	
8/20/2012	\$6,000.00	Cash Deposits		BOA7699	
8/23/2012	\$14,500.00	Cash Deposits		BOA7699	
8/23/2012	\$4,000.00	Cash Deposits		BOA7699	Y
8/27/2012	\$4,000.00	Cash Deposits		BOA7699	Y
8/28/2012	\$8,500.00	Wire	Melinda C Hudspeth	BOA7699	
9/12/2012	\$10,000.00	Wire	Francis C Suttie Tree	BOA7699	Y
9/14/2012	\$4,000.00	Cash Deposits		BOA7699	
9/24/2012	\$23,000.00	Wire	Francis C Suttie Tree	BOA7699	Y
9/24/2012	\$2,000.00	Cash Deposits		BOA7699	
9/26/2012	\$2,000.00	Cash Deposits		BOA7699	
9/27/2012	\$10,000.00	Cash Deposits		BOA7699	
10/2/2012	\$20,000.00	Wire	Gonzalo Serna	BOA7699	
10/2/2012	\$20,000.00	Cash Deposits		BOA7699	
10/3/2012	\$1,000.00	Wire	Francis C Suttie Tree	BOA7699	Y
10/3/2012	\$6,000.00	Cash Deposits	Margaret E Warren	BOA7699	
10/4/2012	\$6,000.00	Cash Deposits		BOA7699	
10/5/2012	\$1,500.00	Cash Deposits		BOA7699	
10/9/2012	\$3,957.00	Cash Deposits		BOA7699	Y
10/9/2012	\$43.00	Cash Deposits		BOA7699	Y
10/10/2012	\$12,000.00	Wire	Francis C Suttie Tree	BOA7699	Y
10/10/2012	\$10,000.00	Cash Deposits		BOA7699	
10/12/2012	\$20,000.00	Cash Deposits		BOA7699	
10/12/2012	\$20,000.00	Wire	Darla K Gletty	BOA7699	
10/15/2012	\$40,500.00	Cash Deposits		BOA7699	
10/15/2012	\$9,500.00	Cash Deposits		BOA7699	
10/15/2012	\$9,000.00	Cash Deposits		BOA7699	
10/16/2012	\$7,000.00	Wire	Luannt S Rukke	BOA7699	
10/17/2012	\$8,000.00	Cash Deposits		BOA7699	
10/17/2012	\$3,500.00	Cash Deposits		BOA7699	
10/17/2012	\$2,000.00	Cash Deposits		BOA7699	
10/18/2012	\$14,850.00	Cash Deposits		BOA7699	
10/22/2012	\$1,000.00	Cash Deposits		BOA7699	
12/12/2012	\$3,785.00	ATM Deposits		S18743	
12/12/2012	\$3,945.00	ATM Deposits		S18743	

GOVT. EXHIBIT NO. Chart 6  
CASE NO. PWG-15-277  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



Deposits and Wire Transfers into Victor Oloyede and Crown Global LLC's  
Capital One #9385, Capital One #5256, and SunTrust #8743

January 1, 2013 - December 31, 2013			
Date	Amount	Type of Transaction	Account
4/18/2013	\$1,080.00	Cash Deposits	CO5256
4/30/2013	\$2,370.00	Cash Deposits	ST8743
5/14/2013	\$2,640.00	Cash Deposits	CO5256
5/22/2013	\$3,000.00	Cash Deposits	ST8743
6/14/2013	\$3,900.00	Cash Deposits	ST8743
7/12/2013	\$1,760.00	Cash Deposits	CO5256
8/19/2013	\$6,015.00	Cash Deposits	CO5256
8/20/2013	\$3,480.00	Cash Deposits	CO5256
8/30/2013	\$6,695.00	Cash Deposits	CO5256
9/3/2013	\$4,030.00	Deposit	ST8743
10/17/2013	\$2,640.00	Cash Deposits	CO5256
10/18/2013	\$6,500.00	Cash Deposits	CO5256
10/21/2013	\$1,760.00	Cash Deposits	CO5256
11/4/2013	\$1,000.00	Cash Deposits	CO5256
11/12/2013	\$2,700.00	Cash Deposits	CO5256
11/15/2013	\$2,150.00	Cash Deposits	ST8743
12/16/2013	\$1,700.00	Cash Deposits	CO5256
	\$15,316.00	Additional Deposits Under \$1,000	
	\$119,188.64	Deposits from Friendly Auto Sales and G.O. Benson Group	
<b>2013 Total</b>	<b>\$187,924.64</b>		

GOVT. EXHIBIT NO. Chart 7  
CASE NO. PWG-15-277  
IDENTIFICATION  
ADMITTED

January 1, 2014 - December 31, 2014			
Date	Amount	Type of Transaction	Account
1/28/2014	\$1,760.00	Cash Deposits	CO5256
2/10/2014	\$1,100.00	Cash Deposits	CO5256
2/18/2014	\$3,300.00	Cash Deposits	ST8743
2/19/2014	\$1,800.00	Cash Deposits	CO5256
3/19/2014	\$1,600.00	ATM Deposit	ST8743
3/31/2014	\$1,400.00	Cash Deposits	CO5256
4/3/2014	\$4,300.00	Cash Deposits	ST8743
4/8/2014	\$1,200.00	Cash Deposits	ST8743
4/14/2014	\$1,600.00	Cash Deposits	ST8743
4/17/2014	\$2,600.00	Cash Deposits	CO5256
4/17/2014	\$2,500.00	Cash Deposits	ST8743
5/7/2014	\$2,100.00	Deposit	ST8743
5/20/2014	\$1,000.00	Cash Deposits	CO5256
5/27/2014	\$1,900.00	Cash Deposits	ST8743
5/29/2014	\$7,000.00	Cash Deposits	ST8743
5/29/2014	\$2,780.00	Cash Deposits	CO5256
5/29/2014	\$1,900.00	Cash Deposits	CO5256
5/30/2014	\$1,150.00	Cash Deposits	ST8743
6/5/2014	\$3,600.00	Cash Deposits	ST8743
6/20/2014	\$2,700.00	Cash Deposits	CO5256
6/24/2014	\$2,200.00	Cash Deposits	CO5256
7/23/2014	\$3,030.00	Cash Deposits	CO5256
7/29/2014	\$1,000.00	Cash Deposits	CO5256
8/4/2014	\$1,240.00	Cash Deposits	CO5256
8/11/2014	\$1,000.00	Cash Deposits	CO5256
8/18/2014	\$4,450.00	Cash Deposits	CO5256
8/18/2014	\$2,790.00	Cash Deposits	CO5256
8/21/2014	\$1,740.00	Cash Deposits	CO5256
8/25/2014	\$2,000.00	Cash Deposits	CO5256
9/16/2014	\$2,200.00	Cash Deposits	ST8743
9/17/2014	\$2,000.00	Cash Deposits	ST8743
10/3/2014	\$6,200.00	Cash Deposits	CO5256
10/9/2014	\$1,560.00	Cash Deposits	CO5256
10/10/2014	\$1,600.00	Cash Deposits	CO5256
10/21/2014	\$1,800.00	Cash Deposits	CO5256
11/5/2014	\$6,680.00	Cash Deposits	ST8743
11/14/2014	\$4,150.00	Cash Deposits	CO5256
11/14/2014	\$4,000.00	Cash Deposits	ST8743
11/14/2014	\$3,000.00	Cash Deposits	CO5256
12/30/2014	\$1,000.00	Cash Deposits	CO5256
	\$24,240.00	Additional Deposits Under \$1,000	
<b>2014 Total</b>	<b>\$125,170.00</b>		

## Deposits into Mojisola Popoola's BOA #5641

2011		
Date	Amount	Type
3/8/2011	\$ 1,825.00	ATM Deposit
3/23/2011	\$ 4,700.00	Cash Deposit
4/19/2011	\$ 1,200.00	Cash Deposit
5/26/2011	\$ 1,600.00	Cash Deposit
7/11/2011	\$ 1,471.00	Cash Deposit
9/6/2011	\$ 7,000.00	Cash Deposit
Additional <\$1,000	\$ 8,083.82	
Wires from Mukhtar Danjuma	\$ 59,300.00	
Deposits from Friendly Auto Sales and G.O. Benson Group	\$ 12,232.00	
<b>Total</b>	<b>\$ 97,411.82</b>	

2012		
Date	Amount	Type
2/13/2012	\$ 3,285.00	Cash Deposit
2/21/2012	\$ 8,500.00	Cash Deposit
3/27/2012	\$ 1,723.00	Cash Deposit
4/16/2012	\$ 1,500.00	Cash Deposit
Additional <\$1,000	\$ 7,052.00	
Wires from Mukhtar Danjuma	\$ -	
Deposits from Friendly Auto Sales and G.O. Benson Group	\$ 15,419.00	
<b>Total</b>	<b>\$ 37,479.00</b>	

2013		
Date	Amount	Type
3/1/2013	\$ 5,000.00	Cash Deposit
3/4/2013	\$ 5,000.00	Cash Deposit
3/5/2013	\$ 5,000.00	Cash Deposit
3/6/2013	\$ 5,000.00	Cash Deposit
3/8/2013	\$ 5,500.00	Cash Deposit
3/11/2013	\$ 3,000.00	Cash Deposit
12/23/2013	\$ 8,000.00	Cash Deposit
12/23/2013	\$ 3,000.00	Cash Deposit
12/27/2013	\$ 7,000.00	Cash Deposit
Additional <\$1,000	\$ 11,226.21	
Deposits from Friendly Auto Sales and G.O. Benson Group	\$ 17,718.00	
<b>Total</b>	<b>\$ 75,444.21</b>	

January 1, 2014 - August 26, 2014		
Date	Amount	Type
1/6/2014	\$ 2,040.00	Cash Deposit
2/4/2014	\$ 2,000.00	Cash Deposit
2/18/2014	\$ 9,500.00	Cash Deposit
2/25/2014	\$ 1,265.00	Cash Deposit
3/4/2014	\$ 9,000.00	Cash Deposit
4/10/2014	\$ 4,000.00	Cash Deposit
5/5/2014	\$ 2,070.00	Cash Deposit
5/28/2014	\$ 4,000.00	Cash Deposit
5/28/2014	\$ 1,000.00	Cash Deposit
6/24/2014	\$ 3,000.00	Cash Deposit
7/3/2014	\$ 1,500.00	Cash Deposit
7/3/2014	\$ 1,500.00	Cash Deposit
7/7/2014	\$ 2,000.00	Transfer
7/8/2014	\$ 5,000.00	Cash Deposit
7/16/2014	\$ 1,050.00	Cash Deposit
8/5/2014	\$ 2,060.00	Cash Deposit
Additional <\$1,000	\$ 9,292.00	
Deposits from Friendly Auto Sales and G.O. Benson Group	\$ 8,454.00	
<b>Total</b>	<b>\$ 68,731.00</b>	



**Payments received from Friendly Auto Sales; GO Benson Group, LLC; EAV Groups, LLC; and Mukhtar Haruna Danjuma  
into Mojisola Popoola's Bank of America #5641  
January 1, 2011 - August 26, 2014**

Date	Amount	Type of Transaction	Payor
1/20/2011	\$1,200.00	Teller Transfer	Friendly Auto Sales
2/1/2011	\$300.00	Check Deposit	Friendly Auto Sales
4/6/2011	\$10,000.00	Wire	Mukhtar Haruna Danjuma
4/12/2011	\$10,000.00	Wire	Mukhtar Haruna Danjuma
4/20/2011	\$31,600.00	Wire	Mukhtar Haruna Danjuma
5/10/2011	\$500.00	Teller Transfer	EAV Groups, LLC
5/23/2011	\$100.00	Check Deposit	Friendly Auto Sales
5/23/2011	\$100.00	Check Deposit	Friendly Auto Sales
5/31/2011	\$388.00	Teller Transfer	Friendly Auto Sales
6/3/2011	\$500.00	Teller Transfer	Friendly Auto Sales
6/9/2011	\$650.00	Check Deposit	Friendly Auto Sales
6/30/2011	\$200.00	Check Deposit	Friendly Auto Sales
7/6/2011	\$700.00	Check Deposit	Friendly Auto Sales
7/12/2011	\$500.00	Check Deposit	Friendly Auto Sales
7/14/2011	\$40.00	Check Deposit	Friendly Auto Sales
7/21/2011	\$300.00	Check Deposit	Friendly Auto Sales
7/28/2011	\$100.00	Check Deposit	Friendly Auto Sales
8/8/2011	\$1,500.00	Check Deposit	Friendly Auto Sales
8/17/2011	\$1,000.00	Check Deposit	Friendly Auto Sales
9/2/2011	\$7,700.00	Wire	Mukhtar Haruna Danjuma
9/2/2011	\$340.00	Teller Transfer	Friendly Auto Sales
9/6/2011	\$100.00	Check Deposit	Friendly Auto Sales
9/20/2011	\$364.00	Check Deposit	Friendly Auto Sales
10/6/2011	\$1,350.00	Check Deposit	Friendly Auto Sales
12/5/2011	\$2,000.00	Teller Transfer	Friendly Auto Sales
1/11/2012	\$420.00	Teller Transfer	Friendly Auto Sales
2/2/2012	\$2,400.00	Teller Transfer	Friendly Auto Sales
2/7/2012	\$1,288.00	Check Deposit	Friendly Auto Sales
3/5/2012	\$2,700.00	Check Deposit	Friendly Auto Sales
5/8/2012	\$775.00	Check Deposit	Friendly Auto Sales
5/15/2012	\$100.00	Teller Transfer	Friendly Auto Sales
5/16/2012	\$200.00	Check Deposit	Friendly Auto Sales
5/23/2012	\$250.00	Teller Transfer	Friendly Auto Sales
5/30/2012	\$610.00	Check Deposit	Friendly Auto Sales
6/1/2012	\$2,800.00	Teller Transfer	Friendly Auto Sales
6/11/2012	\$1,256.00	Teller Transfer	Friendly Auto Sales
7/19/2012	\$100.00	Check Deposit	Friendly Auto Sales
8/8/2012	\$50.00	Check Deposit	Friendly Auto Sales
8/23/2012	\$1,120.00	Check Deposit	Friendly Auto Sales
9/10/2012	\$100.00	Check Deposit	Friendly Auto Sales
9/11/2012	\$500.00	Check Deposit	Friendly Auto Sales
10/25/2012	\$250.00	Check Deposit	Friendly Auto Sales
10/31/2012	\$500.00	Teller Transfer	Friendly Auto Sales
2/11/2013	\$100.00	Check Deposit	GO Benson Group, LLC
2/11/2013	\$230.00	Check Deposit	GO Benson Group, LLC
2/21/2013	\$150.00	Check Deposit	Friendly Auto Sales
2/27/2013	\$996.00	Check Deposit	Friendly Auto Sales
3/4/2013	\$1,870.00	Check Deposit	Friendly Auto Sales
3/25/2013	\$130.00	Check Deposit	GO Benson Group, LLC
6/26/2013	\$150.00	Check Deposit	GO Benson Group, LLC
7/3/2013	\$2,050.00	Check Deposit	GO Benson Group, LLC
9/12/2013	\$100.00	Check Deposit	GO Benson Group, LLC
10/17/2013	\$335.00	Check Deposit	GO Benson Group, LLC
11/26/2013	\$200.00	Check Deposit	GO Benson Group, LLC
12/2/2013	\$307.00	Check Deposit	GO Benson Group, LLC
12/9/2013	\$11,000.00	Check Deposit	GO Benson Group, LLC
12/16/2013	\$100.00	Check Deposit	GO Benson Group, LLC
2/28/2014	\$180.00	Check Deposit	GO Benson Group, LLC
3/17/2014	\$500.00	Check Deposit	GO Benson Group, LLC
3/18/2014	\$1,650.00	Check Deposit	GO Benson Group, LLC
3/24/2014	\$1,580.00	Check Deposit	GO Benson Group, LLC
4/3/2014	\$2,050.00	Check Deposit	GO Benson Group, LLC
4/8/2014	\$1,800.00	Check Deposit	GO Benson Group, LLC
4/29/2014	\$324.00	Check Deposit	GO Benson Group, LLC
6/26/2014	\$150.00	Check Deposit	GO Benson Group, LLC
7/10/2014	\$220.00	Check Deposit	GO Benson Group, LLC

<b>Total</b>	<b>\$113,123.00</b>
--------------	---------------------

GOVT. EXHIBIT NO. Chart 9  
CASE NO. PWG-15-277  
IDENTIFICATION \_\_\_\_\_  
ADMITTED \_\_\_\_\_



**Deposits into BOA #2097 or Babatunde Popoola's NFCU #1478, SunTrust #7571, Wells Fargo #5127, and Citibank #1877  
January 1, 2014 - November 24, 2014**

Date	Amount	Type of Transaction	Account
1/2/2014	\$ 1,200.00	Cash Deposits	BOA2097
1/3/2014	\$ 1,000.00	Deposit	NFCU1748
1/10/2014	\$ 3,900.00	Deposit	STB7571
1/10/2014	\$ 1,900.00	Cash Deposits	BOA2097
1/14/2014	\$ 9,200.00	Cash Deposits	BOA2097
1/15/2014	\$ 3,100.00	Cash Deposits	BOA2097
1/16/2014	\$ 5,800.00	Cash Deposits	BOA2097
1/24/2014	\$ 9,742.00	Cash Deposits	BOA2097
2/3/2014	\$ 11,000.00	Cash Deposits	BOA2097
2/4/2014	\$ 6,000.00	Cash Deposits	BOA2097
2/6/2014	\$ 3,000.00	Cash Deposits	BOA2097
2/7/2014	\$ 8,440.00	Deposit	STB7571
2/10/2014	\$ 1,240.00	Cash Deposits	NFCU1748
2/11/2014	\$ 4,500.00	Cash Deposits	BOA2097
3/7/2014	\$ 7,000.00	Cash Deposits	WF5127
3/7/2014	\$ 4,000.00	Deposit	STB7571
3/7/2014	\$ 2,000.00	Deposit	NFCU1748
3/24/2014	\$ 1,250.00	Cash Deposits	WF5127
4/8/2014	\$ 1,000.00	Deposit	STB7571
4/17/2014	\$ 4,000.00	Cash Deposits	BOA2097
4/17/2014	\$ 2,150.00	Cash Deposits	BOA2097

Date	Amount	Type of Transaction	Account
4/22/2014	\$ 8,950.00	Cash Deposits	WF5127
4/22/2014	\$ 1,800.00	Deposit	NFCU1748
4/29/2014	\$ 19,000.00	Wire: Eileen Murphy	BOA2097
5/1/2014	\$ 1,200.00	Deposit	STB7571
5/2/2014	\$ 3,500.00	Cash Deposits	BOA2097
5/2/2014	\$ 2,500.00	Cash Deposits	BOA2097
5/2/2014	\$ 2,000.00	Deposit	WF5127
5/2/2014	\$ 1,200.00	Cash Deposits	NFCU1748
5/7/2014	\$ 3,480.00	Cash Deposits	BOA2097
5/9/2014	\$ 3,000.00	Cash Deposits	BOA2097
5/12/2014	\$ 9,700.00	Cash Deposits	BOA2097
5/13/2014	\$ 7,000.00	Cash Deposits	BOA2097
5/16/2014	\$ 7,500.00	Cash Deposits	BOA2097
5/20/2014	\$ 15,000.00	Wire: Eileen Murphy	BOA2097
5/21/2014	\$ 8,100.00	Deposit	STB7571
6/3/2014	\$ 1,000.00	Cash Deposits	WF5127
6/9/2014	\$ 1,500.00	Deposit	STB7571
6/12/2014	\$ 1,300.00	Cash Deposits	NFCU1748
6/19/2014	\$ 2,000.00	Deposit	WF5127
7/8/2014	\$ 1,600.00	Cash Deposits	BOA2097
7/11/2014	\$ 10,000.00	Cash Deposits	BOA2097
7/11/2014	\$ 2,300.00	Cash Deposits	BOA2097

Date	Amount	Type of Transaction	Account
7/11/2014	\$ 1,800.00	Cash Deposits	BOA2097
7/16/2014	\$ 4,850.00	Cash Deposits	BOA2097
7/18/2014	\$ 3,000.00	Cash Deposits	BOA2097
7/18/2014	\$ 2,400.00	Cash Deposits	BOA2097
7/18/2014	\$ 1,300.00	Deposit	STB7571
7/18/2014	\$ 1,000.00	Deposit	WF5127
7/31/2014	\$ 8,000.00	Deposit	STB7571
8/4/2014	\$ 10,000.00	Deposit	STB7571
8/4/2014	\$ 1,400.00	Deposit	NFCU1748
8/15/2014	\$ 24,475.00	Deposit	STB7571
9/5/2014	\$ 1,400.00	Cash Deposits	NFCU1748
9/16/2014	\$ 2,240.00	Deposit	WF5127
9/23/2014	\$ 17,665.00	Deposit	STB7571
10/14/2014	\$ 2,000.00	Deposit	WF5127
10/14/2014	\$ 1,280.00	Cash Deposits	NFCU1748
10/14/2014	\$ 1,000.00	Cash Deposits	STB7571
10/15/2014	\$ 1,100.00	Cash Deposits	WF5127
10/17/2014	\$ 1,073.00	Deposit	WF5127
10/20/2014	\$ 2,500.00	Deposit	WF5127
11/5/2014	\$ 1,600.00	Cash Deposits	CITI1877
11/18/2014	\$ 2,000.00	Cash Deposits	CITI1877
11/24/2014	\$ 1,310.00	Cash Deposits	CITI1877

<b>Add'l Deposits &lt; \$1,000</b>	\$ 12,080.01
<b>Total</b>	<b>\$ 310,525.01</b>

# Deposits into Babatunde Popoola's SunTrust #7571 and Wells Fargo #5127

2011-2013

Date	Amount	Type of Transaction	Account	Date	Amount	Type of Transaction	Account
1/19/2011	\$ 1,000.00	Deposit	STB7571	4/30/2012	\$ 1,000.00	Deposit	STB7571
1/31/2011	\$ 12,550.00	Deposit	STB7571	5/11/2012	\$ 2,000.00	Deposit	STB7571
2/4/2011	\$ 1,000.00	Deposit	STB7571	6/12/2012	\$ 4,100.00	Deposit	STB7571
2/23/2011	\$ 2,000.00	Deposit	STB7571	7/6/2012	\$ 1,000.00	Deposit	STB7571
2/28/2011	\$ 1,250.00	Deposit	STB7571	7/30/2012	\$ 3,000.00	Deposit	STB7571
3/11/2011	\$ 1,400.00	Deposit	STB7571	8/15/2012	\$ 1,200.00	Deposit	STB7571
3/22/2011	\$ 6,000.00	Deposit	STB7571	8/20/2012	\$ 2,710.00	Deposit	STB7571
4/8/2011	\$ 2,700.00	Deposit	STB7571	10/4/2012	\$ 2,000.00	Deposit	STB7571
5/6/2011	\$ 1,890.00	Deposit	STB7571	10/12/2012	\$ 1,000.00	Deposit	STB7571
8/2/2011	\$ 1,800.00	Deposit	STB7571	11/26/2012	\$ 1,500.00	Deposit	STB7571
8/3/2011	\$ 2,000.00	Deposit	STB7571				
9/7/2011	\$ 1,000.00	Deposit	STB7571	2/4/2013	\$ 1,500.00	Deposit	STB7571
9/15/2011	\$ 2,540.00	Deposit	STB7571	2/14/2013	\$ 3,200.00	Deposit	STB7571
10/3/2011	\$ 5,000.00	Deposit	STB7571	7/30/2013	\$ 1,300.00	Deposit	STB7571
10/11/2011	\$ 3,000.00	Deposit	STB7571	10/30/2013	\$ 2,600.00	Deposit	STB7571
11/15/2011	\$ 1,000.00	Deposit	STB7571	10/30/2013	\$ 1,800.00	Cash Deposits	WF5127
11/23/2011	\$ 9,433.00	Deposit	STB7571	12/3/2013	\$ 5,700.00	Cash Deposits	WF5127
11/25/2011	\$ 1,000.00	Deposit	STB7571	12/4/2013	\$ 3,500.00	ATM Deposit	STB7571
12/9/2011	\$ 1,000.00	Deposit	STB7571	12/23/2013	\$ 2,100.00	Cash Deposits	WF5127

2011	\$70,290	Checks written to self in 2011	STB7571
------	----------	--------------------------------	---------

	2011	2012	2013
Add'l Deposits < \$1,000	\$ 16,964.92	\$ 20,490.20	\$ 18,417.63
<b>Total</b>	<b>\$ 74,527.92</b>	<b>\$ 40,000.20</b>	<b>\$ 40,117.63</b>