

**AUG 07 2018**

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION

**U.S. DISTRICT COURT**  
**WESTERN DISTRICT OF NC**

UNITED STATES OF AMERICA )

DOCKET NO. 1:18-CR- 88

vs. )

**BILL OF INDICTMENT**

- 1) WANDA SKILLINGTON GREENE, )
- 2) JON EUGENE CREIGHTON, )
- 3) AMANDA LOUISE STONE )

Violations:

- 18 U.S.C. § 371
- 18 U.S.C. § 666(a)(1)(A)
- 18 U.S.C. § 666(a)(1)(B)
- 18 U.S.C. § 1343
- 18 U.S.C. § 1346
- 18 U.S.C. § 2

THE GRAND JURY CHARGES:

INTRODUCTION

***A. The Buncombe County Government***

1. Buncombe County is a political subdivision of the State of North Carolina. At all times relevant to this Bill of Indictment, it has had a “county manager” form of government, under which the citizens of Buncombe County elect a Board of Commissioners (hereinafter “the Board”), and the Board appoints a county manager, who serves as the county’s chief executive officer. In each calendar year relevant to this Bill of Indictment, including 2014 through 2018, the Government of Buncombe County received benefits in excess of \$10,000 pursuant to a Federal program involving a grant, contract, subsidy, loan guarantee, and other forms of Federal assistance.

**B. The Powers and Duties of the County Manager**

2. Under the laws of the State of North Carolina, the county manager is the chief administrator of the county government, responsible to the Board for the administration of all departments of county government under the Board's general control. The county manager has the power to appoint, suspend, and remove all county officers, employees, and agents except for those elected by the citizens or whose appointment is otherwise provided for by law. The county manager directs and supervises the administration of all county offices, departments, boards, commissions, and agencies under the general control of the Board, subject to the general direction and control of the Board.

3. State law mandates that the county manager shall see that the orders, ordinances, resolutions, and regulations of the Board are faithfully executed within the county. State law also requires the county manager to prepare and submit the county's annual budget and capital program to the Board, and to submit annually to the Board and make available to the public a complete report of the finances and administrative activities of the county as of the end of the fiscal year.

**C. The Defendants**

4. The defendant WANDA SKILLINGTON GREENE (hereinafter "GREENE") began her employment with the Government of Buncombe County (hereinafter sometimes referred to as "Buncombe County" or "the County") in or about May 1994 as an Assistant County Manager. In or about July 1997, the Board appointed her as the County Manager. She continued in her employment as the County Manager until her retirement from that position, effective June 30, 2017. In her capacity as County Manager, GREENE had the authority to approve the awarding of certain contracts between the County and private contractors, including contracts for engineering and consulting services.

5. The defendant JON EUGENE CREIGHTON (hereinafter "CREIGHTON") began working for Buncombe County in March 1982. In 1985, he became the Director of the County's Department of Planning and Development. In his capacity as the Planning Director, CREIGHTON had the responsibility to negotiate contracts between the County and private contractors involving, among other things, construction, engineering, and consulting services. He was also the

official who generally signed such contracts on behalf of the County. He remained the Director of that Department until he retired effective December 31, 2017. From 1997 until his retirement, he also had a dual appointment as Assistant County Manager.

6. The defendant AMANDA LOUISE STONE, also known as Mandy Stone (hereinafter "STONE"), began working for Buncombe County in the 1980s. She became the Assistant Director of the Buncombe County Department of Social Services in 1994, and became the Director of that Department in 2001. Starting in 2005, STONE also had a dual appointment, along with CREIGHTON, as Assistant County Manager. She remained the Director of the Department of Social Services, as well as Assistant County Manager, until she was named the County Manager upon GREENE's retirement effective July 1, 2017. She retired from the County effective June 30, 2018.

***D. The Contractor***

7. A person identified herein as "the Contractor" was a licensed Professional Engineer. From the mid-1980s through 2018, he was the agent and contractor on behalf of three businesses that obtained more than \$15 million in contracts with Buncombe County for consulting and engineering services.

***E. The Companies Involved***

8. Company A was a global consulting, engineering, construction, and operations firm headquartered in Boston, Massachusetts. It became a Buncombe County contractor by the mid-1980s. From 2001 through 2017, Buncombe County entered into contracts with it for engineering and construction projects to develop and maintain the Buncombe County Landfill, and the commissioning of new County buildings, among other projects, for which it paid Company A approximately \$13.3 million. The Contractor was an employee of Company A, dealing with Buncombe County, from the mid-1980s until late 2013 or early 2014.

9. Company B was a professional limited liability corporation registered since 2003 with the North Carolina Secretary of State and headquartered in Huntersville, North Carolina. It provided, among other things, consulting services regarding clients' energy and environmental services. After the Contractor left

Company A in late 2013 or early 2014, he began working with Company B, at which time Buncombe County began entering into contracts with Company B. From 2014 through 2016, while the Contractor represented Company B, Buncombe County paid Company B approximately \$260,000 pursuant to those contracts.

10. Company C was registered on April 2, 2014, with the Georgia Secretary of State as a domestic limited liability company. The Contractor was Company C's registered agent and co-organizer (along with his wife). Company C's registered business address with the Georgia Secretary of State was identical to the Contractor's residential address in Georgia. Company C also registered with the North Carolina Secretary of State on June 4, 2014.

11. Shortly after the Contractor created Company C, Buncombe County established it as a vendor and began entering into contracts with it, making its first payment to Company C in May 2014. Among the projects for which the County contracted with Company C were commissioning services for a new law enforcement firing range, the LEED commissioning of the new Allied Health Services Building and parking deck at Asheville Buncombe Community Technical College (hereinafter "AB Tech"), and the LEED commissioning service for the new Multi-Purpose Building at AB Tech. From May 2014 through February 2018, Buncombe County paid Company C approximately \$1.9 million pursuant to those contracts.

**F. North Carolina's Statutory Prohibition of Gifts and Favors**

12. It is a criminal offense under North Carolina law for any contractor, subcontractor, or supplier who has a contract with a governmental agency, or who has performed under such a contract within the past year, or who anticipates bidding on such a contract in the future, to make gifts or give favors to any officer or employee of a government agency if that government officer or employee is charged with the duty of preparing plans, specifications, or estimates for public contracts, or of awarding or administering contracts. N.C.G.S. § 133-32(a). The term "governmental agency" includes political subdivisions of the State of North Carolina, such as Buncombe County. N.C.G.S. § 133-23(a).

13. It is also a criminal offense under North Carolina law for any officer or employee of a governmental agency who is charged with the duty of preparing plans, specifications, or estimates for public contracts, or of awarding or administering such contracts, willfully to receive or accept any such gift or favor. N.C.G.S. § 133-32(a).

**G. Buncombe County's Prohibition of Gifts and Favors**

14. At all times relevant to this Bill of Indictment, Buncombe County had in force a set of legally binding ordinances, duly enacted by the Board of Commissioners, regarding permissible and prohibited acts by its officials and employees. Among those was the following, found at Article V, Section 2 of the Personnel Manual:

- A. *No official or employee of the County shall accept any gift, whether in the form of a service, a loan, a thing of value, or a promise from any person, firm, or corporation that, in the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the County.*
- B. *No official or employee shall accept any gift, favor, or thing of value that may tend to influence that employee in the discharge of duties.*
- C. *No official or employee shall grant any improper favor, service, or thing of value in the discharge of duties.*

**H. Buncombe County's Policy of Allowing Employees to Sell Unused Leave Back to the County for Cash**

15. During all times relevant to this Bill of Indictment, Buncombe County allowed its employees to accumulate their unused annual leave, up to certain limitations, and then annually to "sell" that unused leave time back to the County for cash. The employees could also cash out their accumulated unused leave time upon their retirement. Thus, employees' falsely claiming to be in work status and therefore not spending their annual leave enabled them ultimately to receive

monetary payments from the County, both annually and upon retirement, to which they were not lawfully entitled.

16. All of the defendants participated in this program and sold unused leave to the County. GREENE sold the following quantities of leave: 120 hours in 2011, 240 hours in 2012, 120 hours in 2013, 120 hours in 2014, 800 hours in 2015, 1304 hours in 2016, and 512 hours upon her retirement in 2017. The County paid her a total over that time of more than \$360,000 for its purchases of her unused leave.

17. STONE received a total of more than \$130,000 from the County for the sales of her unused leave between 2007 and her retirement in 2018, and CREIGHTON received a total of more than \$89,000 from the County for his sales of unused leave between 2011 and his retirement in 2017.

**COUNTS ONE THROUGH TWENTY-NINE**  
**(Wire Fraud, and Aiding and Abetting the Same,**  
**in violation of 18 U.S.C. §§ 1343, 1346, and 2)**

18. Paragraphs 1 through 17 are realleged and incorporated herein by reference.

**The Scheme**

19. Beginning by 2014, and continuing thereafter until on or about June 30, 2018, in Buncombe County, within the Western District of North Carolina, and elsewhere, the defendants,

- 1) WANDA SKILLINGTON GREENE,
- 2) JON EUGENE CREIGHTON, and
- 3) AMANDA LOUISE STONE,

and others known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice

- a) to defraud and deprive the citizens and the Government of Buncombe County of their right to the honest and faithful services of

the defendants GREENE, CREIGHTON, and STONE through bribery, kickbacks, and the concealment of material information, and

b) to defraud the Government of Buncombe County in order to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises,

and did aid and abet one another in the commission of that scheme and artifice.

### **Purposes of the Scheme**

20. The purposes of the scheme and artifice were:

a) for the defendants GREENE, CREIGHTON, and STONE to use their official positions to enrich and benefit themselves by soliciting and accepting gifts, payments, and other things of value from the Contractor in exchange for favorable official action, and for the Contractor to enrich himself by secretly obtaining favorable official action through corrupt means for himself and for the companies he represented; and

b) for the defendants GREENE, CREIGHTON, and STONE to obtain money and other things of value from Buncombe County to which they were not lawfully entitled.

### **Manner and Means**

#### **A. The Defendants' Scheme to Enrich Themselves at County Expense**

21. Beginning before 2014, some County personnel, including the defendants GREENE, CREIGHTON, and STONE, went on trips that were connected in some way with legitimate County business, but during which the Contractor provided such things of value as expensive meals, wine, tickets to sporting events and other excursions. By 2014, however, the defendants commenced a pattern and practice of soliciting and accepting trips, valuable gifts, and other things of value from the Contractor that were entirely unrelated to any legitimate County business. Some of these trips coincided with official conferences in an area, such as for the International City/County Management

Association (“ICMA”) or the National Association of Counties (“NACo”), which the defendants used as an excuse or cover story to explain their travels, while most of the trips had no relationship at all to any official business

22. It was a part of the scheme and artifice to defraud the citizens and Government of Buncombe County that the defendants GREENE, CREIGHTON, and STONE received gifts and other things of value from the Contractor, consisting primarily of expense-paid pleasure trips to such locations as Key West, Boston, Martha’s Vineyard, Maine, Phoenix, the Napa Valley, the Grand Canyon, Jackson Hole, and Yellowstone National Park, and to such foreign locations as Vienna, Budapest, Cartagena, and Vancouver. Generally, the Contractor paid for the airplane tickets, hotel rooms, meals and beverages, ground transportation, sightseeing excursions, spa sessions, and gift shop purchases, such as cases of wine from the Napa Valley vineyards that the defendants visited, and health and beauty items from the spas the defendants GREENE and STONE visited.

23. The defendants GREENE and CREIGHTON had the authority to award or deny the contracts that the Contractor’s companies had with the County. They and the Contractor understood and agreed that his providing these trips, gifts, and favors was a necessary condition to his companies’ continuing to obtain contracts with the County.

**1. The defendants’ choosing their travel destinations**

24. At some time in 2015, GREENE prepared a written list of the places she wanted to go and gave that list to CREIGHTON, instructing him to pass it on to the Contractor. CREIGHTON did so. That list was:

*September 2-7, 2015 -- Key West*

*September 25-October 2, 2015 (Icma [sic] dates if looked up 9/27-30) --  
ICMA/West Coast or Jackson Hole, Wyoming*

*December 3-6 or 7, 2015 -- Key West*

*January 7-11, 2015 [sic] --Key West*

*January --Wellington*



*February 20-24, 2016 -- DC – NACo Leg Goals*

*March -- Phoenix*

*May 3-6, 2016 -- Craft Brewers Conf, Philadelphia*

*May 25-27, 2016 --NACo WIR Conf, Jackson Hole, WY*

*July 22-25, 2016 -- NACo Annual Conf, Long Beach, CA*

*September 25-29, 2016 -- ICMA, Kansas City*

*December 7-11, 2016 -- Key West*

*February 25 - March 1, 2017 -- DC – NACo Leg Goals*

25. On June 6, 2016, while texting with CREIGHTON and STONE about future trips to be paid for with the Contractor's credit card, GREENE wrote:

*Agent needs to know we love and want pool and dinner on island . . . .  
We should think Gulf Coast or Bahamas for January trip and celebrate Mandy's birthday at a new place.*

## **2. The defendants' using the Contractor's credit cards**

26. To facilitate the charges to the Contractor's credit cards, the Contractor provided GREENE, CREIGHTON, and STONE with his credit card numbers and, in the case of CREIGHTON, with the card itself. GREENE, CREIGHTON, and STONE then generally used those card numbers to make their airplane reservations for these pleasure trips, although they sometimes charged the County directly for their airline tickets on some of the trips where they timed their excursions to coincide, to some degree, with an official meeting happening in the vicinity. One exception to this pattern was that generally if CREIGHTON's wife

accompanied him on the trips, as she occasionally did, CREIGHTON paid for her airfare from his personal funds.

27. For those trips during which the Contractor accompanied these County employees, he would generally charge the expenses to his card. For the trips during which the Contractor did not accompany the County employees, they used a copy of the Contractor's actual card to pay for rooms, meals, beverages, gift store purchases, and other incidental expenses.

28. At other times, CREIGHTON used his own credit card to pay for lodging and other expenses, so that he could earn rewards points on his Marriott Rewards program account. The Contractor would then reimburse CREIGHTON for those expenses. As another way to help CREIGHTON earn more rewards points, the Contractor would stay at a separate Marriott hotel under CREIGHTON's name during some of these trips, charging that separate hotel room to CREIGHTON's credit card and using CREIGHTON's Marriott Rewards account number, and then later reimbursing CREIGHTON for the charge.

29. GREENE announced in late May 2017 that she would be retiring effective June 30, 2017. In April and May 2017, shortly before GREENE made this announcement, the defendants caused numerous flights to be purchased using the Contractor's credit card. These flights were for a trip to Boston for GREENE and CREIGHTON for the week before her retirement, and the remainder were for trips for GREENE and CREIGHTON that were scheduled to occur after GREENE's retirement, including to Key West/Miami in July 2017, San Francisco in July -August 2017 (with a side trip for GREENE and other family members to San Diego in August 2017), and San Antonio for GREENE and CREIGHTON in October 2017.

30. GREENE learned shortly after her retirement that she was the subject of a criminal investigation, and the defendants did not in fact take most of these trips. The exception to this is that GREENE and other family members did take the August 2017 vacation to California.

31. In order to have the County unwittingly continue funding these vacations, GREENE transferred an additional \$45,000 into the "Professional Services" account within CREIGHTONS's Planning Department. On the

morning of June 9, 2017, she informed CREIGHTON by email: "Moved \$45K to your professional services for [the Contractor's initials]."

### **3. Creating false County identification credentials**

32. In order to enable the Contractor to use CREIGHTON's credit card, and CREIGHTON to use the Contractor's card, GREENE and CREIGHTON caused personnel in the County's Human Resources Department to create false official Buncombe County employee identification cards. One bore the Contractor's photograph but CREIGHTON's name and title, and the other bore CREIGHTON's photograph but with the Contractor's name and a false title as a County employee.

### **4. Defrauding the County through false expense reimbursements and failure to use annual leave to go on these trips**

33. In addition to receiving these all-expense paid vacations from the Contractor, the defendants also took advantage of these trips to defraud the County in at least two other ways: first, by claiming that they had traveled on official County business and therefore, rather than using their annual leave for these trips, they submitted time records falsely claiming that they had worked a full eight or more hours for each work day (and even for some weekend days) while they were actually on these non-business vacations. By doing so, they were able to preserve their hours of annual leave, which they were later able to "sell" to the County, thereby receiving monetary payments to which they were not legally entitled.

34. The second way in which the defendants used these trips to defraud the County was by submitting *per diem* and expense claims for their supposed costs of meals and incidental expenses incurred during these trips. That is, while their meals and expenses were actually being paid for by the Contractor, they nonetheless obtained cash payments from the County for their supposed dining and incidental costs. Additionally, they either submitted claims for reimbursement for expenses such as the costs of their parking at the Asheville Airport, and airline seat upgrades and baggage fees, or they used their County-issued credit cards (known as PCards) to charge the County directly for those fees.

**B. The Contracts with the County**

35. During this time period when he was providing trips and other things of value to Buncombe County's top three officials—the County Manager and the two Assistant County Managers—the Contractor was also negotiating with the County, usually through CREIGHTON, and was able to obtain contracts on behalf of the companies with which he was affiliated, first with Company A until 2014, then with Company B during 2014 through 2016, and with his own company, Company C, from 2014 through 2017.

36. The contracts entered into by the County with the businesses represented by the Contractor often included a specific condition that was not typically in the other contracts executed by the County. That is, for some contracts with Companies A, B, and C, there was this provision:

Termination for Change of Personnel: It is understood that [name of company] is to provide [the Contractor], P.E., as the project manager for this Agreement either as an employee or as a contractor to [the company]. If [the Contractor] becomes disassociated with [the company] for any reason and is no longer the project manager for this Agreement, the County may terminate the Agreement immediately for cause and without penalty and in accordance with Section 8 of the Agreement.

**C. Invoicing the County for the Costs of the Trips**

37. Buncombe County often unwittingly funded the bribes and kickbacks of its own officials. The Contractor kept detailed internal records of the costs of the tickets, lodging, meals, and other benefits that he provided to the defendants on each trip, which he tied to the various projects for which he had obtained contracts with the County on behalf of Companies A, B, and C. He then often sent invoices to the County in the approximate amounts of those expenses, claiming that the billed amounts were associated not with the costs of those improper expenditures, but rather were for the completion of specific portions of the relevant contract. Thus, the County reimbursed the Contractor for the costs of the things of value given to its officials by paying these invoices, based on the Contractor's material misrepresentations and omissions.

38. For example, the Contractor kept detailed internal records and reports listing his actual expenditures connected, among other matters, to the contract between the County and Company C—the company he owned outright—involving the commissioning of a building at AB Tech. One such internal record stated as follows:

***“[Company C] Expense Report #10  
December 2014***

<b><i>PROJECT NAME</i></b>	<b><i>EXPENSE DESCRIPTION</i></b>	<b><i>AMOUNT</i></b>
<i>Buncombe County AB Tech Commissioning</i>	<i>Dinner at Fogo De Chao 12-13-14</i>	<i>\$612.31</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Wizards vs. Cleveland Cavaliers (2 seats)</i>	<i>\$725.30</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Capitals vs. New York Islanders (2 seats)</i>	<i>\$300.00</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Wizards vs. Cleveland Cavaliers (3 seats)</i>	<i>\$1,014.00</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Capitals vs. Winnipeg Jets (2 seats)</i>	<i>\$247.00</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Capitals vs. New York Islanders (3 seats)</i>	<i>\$677.10</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Tickets: Washington Capitals vs. Winnipeg Jets (3 seats)</i>	<i>\$545.76</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Delta (RT ATL to DCA, Feb 2015)</i>	<i>\$291.20</i>
<i>Buncombe County AB Tech Commissioning</i>	<i>Diamondbacks Spring Training Tickets</i>	<i>\$112.30</i>

<b>PROJECT NAME</b>	<b>EXPENSE DESCRIPTION</b>	<b>AMOUNT</b>
<i>Buncombe County AB Tech Commissioning</i>	<i>Mileage for Project Errands (122 miles at \$0.575/mile)</i>	<i>\$70.15</i>
	<b>TOTAL</b>	<b>\$4,595.12</b>

At the bottom of this document, the Contractor noted: “These expenses comprise the entire amount of Invoice #1 for Commissioning project.”

39. When the Contractor actually submitted his “Invoice #1” for \$4,595.00 for the Commissioning project, however, he claimed that it was for services rendered through January 9, 2015, and attached a spreadsheet “for breakdown of charges.” That spreadsheet that he submitted to the County claimed:

***LEED Support and Fundamental [sic] Commissioning – AB Tech Health Services Building and Parking Deck  
Buncombe County, NC  
Invoice #1***

<b>Task No. and Description</b>	<b>Fee</b>	<b>Total % Complete</b>	<b>Total Amount Due</b>	<b>Amount Previously Invoiced</b>	<b>Amount Due This Invoice</b>
<i>1-Review OPR and Prepare Commissioning Plan</i>	<i>\$6,000.00</i>	<i>15.0%</i>	<i>\$900.00</i>	<i>\$ --</i>	<i>\$900.00</i>
<i>2-Specifications and Checklists</i>	<i>\$8,000.00</i>	<i>7.5%</i>	<i>\$600.00</i>	<i>\$ --</i>	<i>\$600.00</i>
<i>3-Design Review</i>	<i>\$9,500.00</i>	<i>7.0%</i>	<i>\$665.00</i>	<i>\$ --</i>	<i>\$665.00</i>
<i>4-Submittal Reviews</i>	<i>\$8,500.00</i>	<i>0.0%</i>	<i>\$ --</i>	<i>\$ --</i>	<i>\$ --</i>

<i>Task No. and Description</i>	<i>Fee</i>	<i>Total % Complete</i>	<i>Total Amount Due</i>	<i>Amount Previously Invoiced</i>	<i>Amount Due This Invoice</i>
<i>5-Field Installation Reviews</i>	<i>\$14,250.00</i>	<i>0.0%</i>	<i>\$ --</i>	<i>\$ --</i>	<i>\$ --</i>
<i>6-Commissioning Systems</i>	<i>\$30,000.00</i>	<i>2.0%</i>	<i>\$600.00</i>	<i>\$ --</i>	<i>\$600.00</i>
<i>7-Final Report</i>	<i>\$9,000.00</i>	<i>2.0%</i>	<i>\$180.00</i>	<i>\$ --</i>	<i>\$180.00</i>
<i>8-Project Management / Quality Assurance</i>	<i>\$11,000.00</i>	<i>15.0%</i>	<i>\$1,650.00</i>	<i>\$ --</i>	<i>\$1,650.00</i>
<b><i>TOTALS</i></b>	<b><i>\$96,250.00</i></b>	<b><i>4.8%</i></b>	<b><i>\$4,595.00</i></b>		<b><i>\$4,595.00</i></b>

40. Buncombe County's Planning and Development Department (headed by CREIGHTON) received this invoice on January 12, 2015. That same day, CREIGHTON signed it as approved for payment. On January 15, 2015, Buncombe County paid Company C the \$4,595.00 by an electronic funds transfer.

**D. Examples of the Defendants' Trips**

**1. The June 2014 Trip to San Francisco and the Napa Valley**

a. The Contractor pays for luxury meals, spa treatments, professional baseball games, wine, wine tours, and other gifts

41. GREENE, CREIGHTON, and STONE flew to San Francisco on June 6, 2014, where they rendezvoused with the Contractor. They were purportedly there to examine composting methods on behalf of the County, and they charged their airfares to the County. The Contractor paid for their lunches and dinners while they were in California, including meal charges of \$505, \$316, \$245, \$228, \$112, and \$106. The Contractor also paid more than \$1,200 for tickets to three

professional baseball games at San Francisco's AT&T Park, and another \$292 at the San Francisco Giants Dugout Store. GREENE and STONE also charged \$1,897.08 to the Contractor's card at the Remède Spa at the St. Regis Hotel.

42. After three nights in San Francisco, the defendants and the Contractor toured the Napa Valley, visiting vineyards, going on wine-tasting tours, purchasing cases of wine, and staying at a hotel in Napa Valley that cost \$352 per defendant. All of these charges were on the Contractor's card, including:

Wine Tour:	\$815
Mumm Winery:	\$733
Frog's Leap Winery:	\$180
Cakebread Wine Tour:	\$100
Duckhorn Winery:	\$60

b. The defendants defraud the County

43. Upon returning to Buncombe County, GREENE submitted an expense report entitled "sfo compost" requesting *per diem* reimbursement for meals for June 6 through 10 of \$319.50. She also requested reimbursement for \$62.50 in parking at the Asheville Airport and \$96.00 for taxi fares between the hotel and the airport in San Francisco. The County paid her claim in full.

44. GREENE did not spend any of her annual leave for this trip, and instead claimed that she had worked eight hours a day on June 6, 7, and 8, 1.75 regular hours and six and a quarter hours of "XHrs" on June 9, and ten "XHrs" on June 10.

45. STONE submitted an expense report entitled "San Francisco Trip" requesting \$248 in *per diem*, \$27 as an excess baggage fee to US Air, \$48 in taxi fares in San Francisco, and \$32 for parking at Asheville Airport. She, too, failed to spend any of her annual leave, claiming that she had worked fourteen hours on June 6, twelve hours on June 7, five regular hours and seven "XHrs" on June 8, fourteen "XHrs" on June 9, and twelve "XHrs" on June 10.



46. CREIGHTON, who also spent no annual leave for this trip, submitted an expense report for parking at Asheville Airport for \$62.50. He had previously paid \$579 for his flight, and the County had already reimbursed him for it.

c. The Contractor invoices the County

47. The Contractor kept a detailed internal record on behalf of his Company C in which he itemized all of the above-discussed expenses as well as others, such as valet parking, beverages and food at the ballpark, taxi fares, and even Company C's \$250 registration fee with the North Carolina Secretary of State. He labeled this report as "[Company C] Expense Report #2, June 11, 2014." For every itemized charge on that expense report, the associated "Project Name" was "Buncombe County LFG Study." The expenses on that report totaled \$12,590.38.

48. In addition to those expenses, the Contractor also calculated his "labor" costs from this trip, including eight hours a day on June 6 through 10, eight hours of "Labor Arrangements," and eight hours of "Labor Post Trip," all of which he billed at \$175 per hour, for a total labor cost of \$9,800. Combined with the expenses, the total cost of this trip for the Buncombe County LFG Study, according to the Contractor's internal records, was therefore \$22,390.38.

49. On June 13, three days after returning from the California trip, the Contractor prepared an invoice on behalf of Company C for \$22,750.00. That invoice requested payment for "Services through June 13, 2014," claiming that Company C had completed 7.6% of its \$300,000 contract with the County for this project. The County's Planning and Development Department received this invoice on June 17, 2014, and CREIGHTON signed off on it the same day. The County paid Company C \$22,750 by means of an electronic fund transfer on June 20, 2014.

**2. The September 2014 Trip to Key West**

a. The Contractor pays for lodging, meals, drinks, and entertainment

50. On September 10, 2014, GREENE, CREIGHTON, and STONE flew from Asheville to Miami. They charged the costs of their flights from Asheville

to Miami—slightly over \$400 each—to their County PCards, claiming that this was a trip to an ICMA convention in Miami. They attended no such meeting, however. Upon arriving in Miami, they met with the Contractor and flew on to Key West, at the Contractor’s expense. There was no legitimate County business reason for them to visit Key West. They stayed at the Hotel Hyatt Key West until September 14, 2014, when they flew to Miami and then back to Asheville.

51. The Contractor paid for the defendants’ lunches and dinners (for example, \$262 at Conch Republic), beverages at various bars, and other incidental expenses. He also paid for the four hotel rooms, which cumulatively cost \$6,158, and an overall total for expenses for this five-day trip of \$9,024.

b. The defendants defraud the County

52. As was her practice, GREENE did not spend her annual leave to make this trip to Key West. Rather, she submitted reports showing her time worked as eight hours on September 10, 11, and 12, and six hours on September 14. Following her return to Asheville, she submitted an expense report in which she claimed \$297 as *per diem* expenditures on her meals and incidental expenses. She also submitted a receipt for parking from Asheville Airport for \$38. She categorized these expenses as incurred for “ICMA MIAMI.” The County paid her in full in reliance on these claims.

53. Similarly, STONE submitted an expense report in which she also claimed \$297 as *per diem* expenditures on her meals and incidental expenses. She also used her PCard to pay \$38 for parking at Asheville Airport and a \$25 fee to American Airlines. STONE, too, failed to spend annual leave for this trip, and instead submitted a report claiming that she had worked eight hours on September 10, twelve hours on September 11, eleven hours on September 12, twelve hours on September 13, and three hours on September 14.

54. CREIGHTON also failed to spend annual leave for this trip, thereby claiming that he had been working on the County’s business during this trip.

c. The Contractor invoices the County

55. In addition to the expenses of \$9,024, the Contractor also calculated his “labor” costs from this trip, including eight hours a day on September 11, 12,

and 13, and five hours on September 14, as well as two hours of “Trip Prep Time” and four hours of “Expense and Invoice Prep,” which he billed at \$175 per hour, for a total labor cost of \$6,125. Combined with the expenses, the total cost of this trip, according to the Contractor, was therefore \$15,149.

56. The Contractor kept a detailed account of all these charges in an internal record entitled “[Company C] Expense Report #7, September 2014 – Key West.” He associated all the expenses and labor costs on this report with a project identified as “Buncombe County Landfill Gas Study.” In another internal spreadsheet, the Contractor specifically noted that he was using the “Key West Labor and [Company C] Expense Report #7” as the basis for Company C’s “Invoice #5” to Buncombe County, to be submitted in October 2014.

57. On October 28, 2014, the Contractor in fact submitted “Invoice #5” for the Landfill System Evaluation and Design project to Buncombe County, in the amount of \$15,170. Rather than disclosing the true expenses constituting that amount, he claimed in the invoice an amount due of \$7,375 for “Preliminary Design,” \$5,000 for “Agency Coordination and Project Assistance,” and \$2,795 for “Design Drawings and Construction Specifications.” On or about November 14, 2014, Buncombe County caused an interstate wire transfer of \$15,170 to Company C’s bank account to pay this invoice.

### **3. The December 2014 Trip to Key West**

#### **a. The Contractor pays all expenses and invoices the County**

58. From December 4 through 8, 2014, GREENE, CREIGHTON, STONE, and the Contractor participated in another vacation in Key West. This time, the three Buncombe County officials used the Contractor’s credit card to purchase their roundtrip airline tickets, directly to Key West, and then the Contractor paid for all the expenses incurred in Key West, including their hotel rooms (totaling \$5,606), meals (including, for example, a \$485 dinner at Latitudes Restaurant), bar bills, and a \$158 excursion on the Fury Water Adventures glass-bottomed boat. The Contractor also claimed 44 “work hours” for this trip, at \$175 per hour. In all, this Key West trip cost approximately \$17,550. There was no legitimate County business purpose for this trip. In his internal records, the

Contractor again ascribed all these expenses to the project entitled “Buncombe County Landfill Gas Study.” In the invoices he transmitted to the County in early 2015 on behalf of Company C for his supposed work on that Landfill Gas Study, the Contractor once again failed to disclose the true expenses, and instead described legitimate work as the basis for the invoices, which the County paid in full.

b. The defendants defraud the County

59. Upon returning to Asheville, GREENE submitted her receipt for \$50 for parking at the Asheville Airport from December 4 through 8, and a receipt for \$30 for a taxi in Key West on December 7, 2014. She wrote “Capital Mtg.” on each receipt. She also submitted a receipt for \$90.78 for a meal at a restaurant in Key West, with a notation on it of “JC MS.” The County reimbursed her for all these expenses.

60. GREENE did not spend annual leave for this trip, but instead claimed on her time records that she had worked for eight hours on December 4 and 5, and twelve hours on December 8.

61. STONE submitted an expense report claiming \$297 as *per diem* expenditures on her meals and incidental expenses, and a payment to the airline of \$64 for “choice seats and preferred access.” The County reimbursed her in reliance on these claims. She also used her County PCard to pay \$50 for parking at the Asheville Airport.

62. STONE did not spend annual leave for this trip, but instead claimed on her time records that she had worked for fourteen hours on December 4, twelve hours on December 5, ten hours on December 6, fifteen hours on December 7, and twelve hours on December 8.

63. CREIGHTON, also, failed to spend annual leave for this trip.

**4. The May 2015 Trip to Vienna and Budapest**

64. In May 2015, the Contractor paid for a vacation to Vienna, Austria, and Budapest, Hungary, for himself, GREENE, CREIGHTON, and CREIGHTON’s wife. The trip was from May 6 through 11, and the expenses on

this trip totaled more than \$9,000, including airfare, hotels (\$4,041 at the Vienna Marriott, \$734 at the Budapest Marriott), meals, beverages, sightseeing excursions, a carriage ride (for 100 euros), and taxis. The Contractor also billed for 68 hours of “work time” during this trip at \$175 per hour, resulting in a total cost of \$21,260. He ascribed all these costs to a project entitled “BC General.”

65. Upon her return, GREENE claimed and received \$390.50 in *per diem*. She also turned in an expense report to the County that included a receipt from Target on May 4, 2015, for \$139.09 for a Canon compact digital camera, a charge to American Airlines on May 11 for \$25, a charge for \$80 for GoGo Air internet service, and a parking receipt from the Asheville Airport for \$75, with a note stating “ED Proj Trip” (thereby claiming this was an Economic Development Project trip).

66. GREENE spent no annual leave for this trip, claiming that she had worked fourteen hours on May 6, eight hours on May 7 through 10, and ten hours of regular time and another eight hours of “XHrs” on May 11.

67. CREIGHTON claimed and received \$390.50 in *per diem*. The County also reimbursed him based on his claims for \$75.00 in parking at the Asheville Airport. He spent none of his annual leave, and claimed that he had worked these “XHrs”: three on May 6, eight each on May 9 and 10, and four-and-a-half on May 11.

##### **5. The March 2016 Trips to Arizona for MLB Spring Training**

68. The Contractor paid for portions of two separate trips to Phoenix in March 2016 so that Buncombe County officials could attend Major League Baseball (“MLB”) spring training games. During the week of March 7, 2016, CREIGHTON charged a flight to Phoenix for \$568.50 on his County PCard. The Contractor met him there and paid for them to stay at the JW Marriott Phoenix Desert Ridge Resort & Spa. The Contractor also paid for several hundred dollars’ worth of MLB tickets, meals (including a dinner at Steak 44 restaurant for \$570.80), drinks, and a car rental.

69. CREIGHTON submitted claims to the County for this trip, in addition to the airfare, of \$265.50 in *per diem* expenses, \$62.50 for parking, and \$48.00 for a Delta Wi-fi pass. The County paid those claims.

70. From March 28 through April 1, 2016, CREIGHTON and another Buncombe County employee in CREIGHTON's department flew again to Phoenix to attend baseball games. CREIGHTON charged to his PCard the cost of their airline tickets (\$1,764), and \$362 for two hotel rooms at the Marriott Airport Phoenix for one night, and another \$1,639 for the Desert Ridge Resort & Spa for additional nights. He also claimed \$62.50 for parking at the Asheville Airport. He officially attributed all of these expenses to a "Phoenix Planning Conference." In fact, however, the Contractor once again paid for several MLB games, as well as meals and beverages for CREIGHTON and the other employee.

71. The other County employee also submitted an expense report of \$328 for "Planning," including \$265.50 in *per diem* expenses. The County reimbursed her in reliance on this claim.

72. Neither CREIGHTON nor the other County employee spent their annual leave to participate in this trip.

#### **6. The July 2016 Trip to San Diego for the MLB All-Star Game**

73. In July 2016, the Contractor, GREENE, and CREIGHTON traveled to San Diego, California, to attend the MLB All-Star Game played on July 12, 2016. In addition to the air travel, among the notable expenses that the Contractor paid for the benefit of himself, GREENE, and CREIGHTON were:

Hotel Del Coronado: \$4,187

Spa at Del Coronado: \$292

StubHub (tickets): \$800

San Diego Ballpark Concessions: \$274

Oceanaire Seafood Restaurant, San Diego: \$418

Fleming's Prime Steakhouse & Wine Bar, San Diego: \$382

Lou & Mickey's Restaurant, San Diego: \$473.

74. GREENE submitted an expense report to the County claiming \$224 in *per diem* expenses, and obtaining from petty cash \$112.50 for parking at Asheville Airport and \$8.54 for a charge at a San Diego FedEx office. She spent no annual

leave on this trip, claiming instead that she had worked four hours on July 10, and eight hours per day on July 11, 12, and 13.

75. CREIGHTON used his PCard to charge \$16.00 for GoGo Air internet service during the flight. He, too, spent no annual leave for this trip, and claimed that he had worked eight hours of “Xhr” time on July 10 and two hours of “Xhr” time on July 12.

## **7. The July 2016 Trip to Boston and Maine**

76. Shortly after returning from the San Diego trip, CREIGHTON and GREENE traveled to Boston on or about July 20, 2016, and then on to Maine, all paid for by the Contractor. Among the expenses that the Contractor paid were:

Delta Airlines: \$4,254

StubHub (tickets for Red Sox vs. Twins): \$502

Oceanaire Seafood Restaurant, Boston: \$246

Legal Sea Foods, Boston: \$96

Spruce Point Inn, Boothbay Harbor, Maine: \$1,085

Boothbay Lobster: \$58

Asheville Airport (Parking for CREIGHTON): \$69

77. Upon returning to Buncombe County, GREENE submitted an expense report for this trip, claiming \$379.50 for *per diem* expenses for this trip, as well as \$46 for airport parking.

78. CREIGHTON submitted an expense report for \$352 for *per diem* expenses that he also claimed he had incurred during this trip for a “NACo Meeting” in Boston. In actuality, NACo held its meeting that year across the continent, in Long Beach, California, on July 22-25, 2016.

79. Neither GREENE nor CREIGHTON spent annual leave on this trip.

## **8. The September 2016 Trip to the Napa Valley**

80. From September 23 through 28, 2016, GREENE, CREIGHTON, and the Contractor toured the Napa Valley in California. Among the expenses that the

Contractor paid were: Marriott Napa, \$4,826; Marriott San Francisco Airport, \$434; North Beach Restaurant, \$666; Mustards Grill, \$611; Celadon \$246.

81. During this trip, the Contractor paid for the defendants' purchases of cases of wine and for the shipment of that wine back to North Carolina, as follows:

Cliff Lede Vineyards, \$1,117  
Hall Wine Tasting, \$761  
Hall Wines, \$500  
Larkmead Vineyards, \$515  
Jericho Canyon Vineyards, \$473  
Honig Winery, \$433  
Round Pond Winery, \$410  
Castello di Amoroso Winery, \$384  
Seavey Vineyards, \$331  
Amizetta Winery, \$317  
Ehlers Estate, \$313  
Trefethen Vineyards, \$297  
Cakebread Cellars, \$167  
Stags Leap Vineyards, \$80  
Buffalo's Shipping Post, \$137

82. GREENE submitted a claim for this trip of \$352 for *per diem* expenses and \$75 for airport parking, as well as charging \$27 to her PCard for in-flight internet service. She falsely attributed these expenses to an ICMA meeting.

83. GREENE did not spend her annual leave for this trip. She claimed that she worked ten hours on September 23, eight hours on September 24, seven-and-a-half hours on September 25, eight hours each on September 26 and 27, and 12-and-a-quarter hours on September 28.

84. CREIGHTON did not submit an expense report to the County for this trip, but he, too, failed to spend annual leave. He claimed that he worked two hours on September 23, eight hours each on September 24 and 25, and three hours each on September 26 and 27.



***E. Summary of Trips***

85. The trips for which the Contractor paid some or all of the expenses of GREENE, CREIGHTON, and STONE, many of which he subsequently billed to Buncombe County under false representations, included, but were not limited to, the following:

<b>Month</b>	<b>Participants</b>	<b>Destination</b>
March 2014	GREENE, CREIGHTON, The Contractor	Phoenix
June 2014	GREENE, CREIGHTON, STONE, The Contractor	San Francisco and Napa Valley, California
July-August 2014	GREENE, CREIGHTON, Another County Employee, The Contractor	Boston and Vancouver, British Columbia
September 2014	GREENE, CREIGHTON, STONE, The Contractor	Key West
December 2014	GREENE, CREIGHTON, STONE, The Contractor	Key West
March 2015	GREENE, CREIGHTON, The Contractor	Phoenix
May 2015	GREENE, CREIGHTON, The Contractor	Vienna, Austria Budapest, Hungary
July 2015	GREENE, CREIGHTON, STONE, The Contractor	Key West
September 2015	GREENE, CREIGHTON, STONE, The Contractor	Key West
December 2015	CREIGHTON, STONE, The Contractor	Key West

<b>Month</b>	<b>Participants</b>	<b>Destination</b>
March 2016	CREIGHTON, The Contractor	Phoenix (Trip 1)
March-April 2016	CREIGHTON, The Contractor & Another County Employee	Phoenix (Trip 2)
June 2016	GREENE, CREIGHTON, The Contractor	Jackson Hole, Wyoming San Francisco, California Napa Valley, California
July 2016	GREENE, CREIGHTON	Boston, Massachusetts, Maine
July 2016	GREENE, CREIGHTON, The Contractor	San Diego, California
August 2016	GREENE, CREIGHTON, STONE, The Contractor	Key West
September 2016	GREENE, CREIGHTON, The Contractor	Napa Valley, California
April 2017	GREENE, CREIGHTON, The Contractor	Philadelphia
May 2017	GREENE, CREIGHTON, The Contractor	Cartagena, Colombia
May 2017	GREENE, CREIGHTON, The Contractor	Napa Valley, California

**Execution of the Scheme**

86. On or about each of the dates set forth below, in Buncombe County, within the Western District of North Carolina, and elsewhere, the defendants,

- 1) WANDA SKILLINGTON GREENE,
- 2) JON E. CREIGHTON, and
- 3) AMANDA L. STONE,

for the purpose of executing the scheme and artifice to defraud and deprive, transmitted and caused to be transmitted, and aided and abetted one another, the Contractor, and other persons known to the Grand Jury in causing the transmission, by means of wire communication in interstate commerce, the signals and sounds described below for each count, that is, electronic fund transfers from Buncombe County's bank to Company C's bank, pursuant to the contracts between Company C and the County, each transmission constituting a separate count:

<b>Count</b>	<b>Date</b>	<b>Approximate Amount (rounded to nearest hundred)</b>
<b>ONE</b>	6/20/2014	\$22,700
<b>TWO</b>	3/13/2015	\$25,000
<b>THREE</b>	4/17/2015	\$29,700
<b>FOUR</b>	6/19/2015	\$39,300
<b>FIVE</b>	6/19/2015	\$20,000
<b>SIX</b>	1/22/2016	\$46,000
<b>SEVEN</b>	1/22/2016	\$22,000
<b>EIGHT</b>	4/8/2016	\$23,300
<b>NINE</b>	5/13/2016	\$28,800
<b>TEN</b>	6/10/2016	\$55,000
<b>ELEVEN</b>	8/12/2016	\$21,000
<b>TWELVE</b>	9/2/2016	\$52,800
<b>THIRTEEN</b>	9/23/2016	\$20,200
<b>FOURTEEN</b>	11/18/2016	\$22,400
<b>FIFTEEN</b>	12/23/2016	\$25,700
<b>SIXTEEN</b>	2/3/2017	\$22,000
<b>SEVENTEEN</b>	2/17/2017	\$33,200
<b>EIGHTEEN</b>	2/17/2017	\$29,300
<b>NINETEEN</b>	3/10/2017	\$45,500
<b>TWENTY</b>	4/4/2017	\$29,400
<b>TWENTY-ONE</b>	5/5/2017	\$124,800
<b>TWENTY-TWO</b>	5/5/2017	\$37,500
<b>TWENTY-THREE</b>	6/9/2017	\$85,700
<b>TWENTY-FOUR</b>	6/9/2017	\$28,900
<b>TWENTY-FIVE</b>	6/16/2017	\$31,500

<b>Count</b>	<b>Date</b>	<b>Approximate Amount (rounded to nearest hundred)</b>
<b>TWENTY-SIX</b>	7/17/2017	\$24,700
<b>TWENTY-SEVEN</b>	8/18/2017	\$41,900
<b>TWENTY-EIGHT</b>	9/29/2017	\$79,400
<b>TWENTY-NINE</b>	2/16/2018	\$39,300

All in violation of Title 18, United States Code, Sections 1343, 1346, and 2.

**COUNT THIRTY**

**(Conspiracy to Commit an Offense against the United States,  
in violation of 18 U.S.C. § 371)**

87. Paragraphs 1 through 85 are realleged and incorporated herein by reference.

88. Beginning by 2014, and continuing thereafter through on or about June 30, 2018, in Buncombe County, within the Western District of North Carolina, and elsewhere, the defendants,

- 1) WANDA SKILLINGTON GREENE,
- 2) JON EUGENE CREIGHTON, and
- 3) AMANDA LOUISE STONE,

knowingly and willfully conspired and agreed together and with each other, and with the Contractor, and with other persons both known and unknown to the Grand Jury, to commit offenses against the United States, that is:

- a. embezzling, stealing, obtaining by fraud, and misapplying more than \$5,000 of the property of Buncombe County, a local government that receives \$10,000 or more of Federal assistance in a year, in violation of Title 18, United States Code, Section 666(a)(1)(A); and
- b. corruptly soliciting, demanding, accepting, and agreeing to accept a thing of value from a person, intending to influence and reward agents of Buncombe County in connection with a transaction and series of transactions of Buncombe County involving \$5,000 or

more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

### **Manner and Means**

89. The defendants conspired to commit the first object of the conspiracy by falsely claiming to the County that they had incurred business expenses in connection with legitimate business travel, including meals, parking, and incidental expenses, and by receiving payments from the County based on such false claims. They also failed to spend their annual leave on these non-business trips, thereby further obtaining money from the County by fraud.

90. The defendants conspired to commit the second object of the conspiracy by means of soliciting and accepting valuable trips, gifts, excursions, meals, and beverages, paid for by the Contractor, who was intending to influence and reward them for their continuing to cause the County to engage in contracts with that Contractor.

### **Overt Acts**

91. In furtherance of the conspiracy and to effect the objects thereof, the defendants committed, and caused to be committed, in the Western District of North Carolina and elsewhere, the overt acts set forth in Paragraphs 21 through 85 of this Bill of Indictment, among others.

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

### **COUNT THIRTY-ONE**

**(Receipt of Bribes and Kickbacks, and Aiding and Abetting the Same,  
in violation of 18 U.S.C. § 666(a)(1)(B) and § 2)**

92. Paragraphs 1 through 85 are realleged and incorporated herein by reference.

93. From in or about 2014 through on or about June 30, 2018, in the Western District of North Carolina, and elsewhere, the defendants,

- 1) WANDA SKILLINGTON GREENE,
- 2) JON EUGENE CREIGHTON, and
- 3) AMANDA LOUISE STONE,

being agents of a local government, that is, the Government of Buncombe County, did corruptly solicit, demand, accept, and agree to accept a thing of value from a person, intending to be influenced and rewarded in connection with a transaction and series of transactions of Buncombe County involving \$5,000 or more, per each defendant. The Government of Buncombe County received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, and other form of Federal assistance during each of the calendar years 2014 through 2018.

All in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

**COUNT THIRTY-TWO**

**(Federal Program Fraud, and Aiding and Abetting the Same,  
in violation of 18 U.S.C. § 666(a)(1)(A) and § 2)**

94. Paragraphs 1 through 85 are realleged and incorporated herein by reference.

95. From in or about 2014 through on or about June 30, 2018, in the Western District of North Carolina, and elsewhere, the defendants,

- 1) WANDA SKILLINGTON GREENE,
- 2) JON EUGENE CREIGHTON, and
- 3) AMANDA LOUISE STONE,

being agents of a local government, that is, the Government of Buncombe County, did knowingly embezzle, steal, obtain by fraud, and otherwise did intentionally misapply property with a value of at least \$5,000, per each defendant, that was owned by and under the control of such local government, and did aid and abet others in the commission of such offenses. Specifically, the defendants GREENE,

CREIGHTON, and STONE failed to spend annual leave for the purposes of participating in the non-business trips described in Paragraphs 41 through 85 of this Bill of Indictment, thereby preserving their annual leave hours and eventually obtaining cash payments from the County for their unused leave hours. They also repeatedly submitted claims, and received payments from the County, for *per diem* expenses and other incidental expenses that they falsely claimed to have incurred on legitimate County business. The Government of Buncombe County received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, and other form of Federal assistance during each of the calendar years 2014 through 2018.

All in violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

### **NOTICE OF FORFEITURE AND FINDING OF PROBABLE CAUSE**

96. Notice is hereby given of 18 U.S.C. § 982 and 28 U.S.C. § 2461(c). Under Section 2461(c), criminal forfeiture is applicable to any offenses for which forfeiture is authorized by any other statute, including but not limited to 18 U.S.C. § 981 and all specified unlawful activities listed or referenced in 18 U.S.C. § 1956(c)(7), which are incorporated as to proceeds by Section 981(a)(1)(C). The following property is subject to forfeiture in accordance with Section 982 and/or 2461(c):

- a. All property which constitutes or is derived from proceeds of the violations set forth in this Bill of Indictment; and
- b. If, as set forth in 21 U.S.C. § 853(p), any property described in (a) cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the court, has been substantially diminished in value, or has been commingled with other property which cannot be divided without difficulty, all other property of the defendant/s to the extent of the value of the property described in (a).

97. The Grand Jury finds probable cause to believe that the following property is subject to forfeiture on one or more of the grounds stated above: a forfeiture money judgment in the amount of at least \$400,000, such amount constituting the proceeds of the violations set forth in this Bill of Indictment.

A TRUE BILL

R. ANDREW MURRAY  
UNITED STATES ATTORNEY



RICHARD LEE EDWARDS  
ASSISTANT UNITED STATES ATTORNEY