

COPY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF CHIROPRACTIC

Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs

vs.

Daniel D. Pompa, D.C.,
Respondent

File No.:

09-43-107

Docket No:

2029-43-12

Department of State

2013 MAY -7 AM 8:55

PROTHONOTARY

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs ("Commonwealth") and Daniel D. Pompa, D.C. ("Respondent") stipulate as follows in settlement of the above-captioned case.

APPLICABLE LAW

1. This matter is before the State Board of Chiropractic ("Board") pursuant to the Chiropractic Practice Act, Act of December 16, 1986, P.L. 1646, No. 188, ("Act"), 63 P.S. §§ 625.101-625.1106, *as amended*; the Criminal History Record Information Act, Act of July 16, 1979, P.L. 116, No. 47, *as amended* ("CHRIA"), 18 Pa. C.S. §§ 9101 - 9183; and/or the Act of July 2, 1993, P.L. 345, No. 48 ("ACT 48"), 63 P.S. §§ 2201-2207, *as amended*.

LICENSURE STATUS

2. Respondent holds the following license to practice as a chiropractor in the Commonwealth of Pennsylvania: License No. DC006390L. Respondent's license was originally issued on October 3, 1995, is current through September 1, 2014, and may be renewed, reactivated or reinstated thereafter upon the filing of the appropriate documentation and payment

of the necessary fees. Respondent also has an Adjunctive Procedures license, License No. AJ006390L, that was issued on November 14, 1995.

STIPULATED FACTS

3. The Respondent admits that the following allegations are true:

a. At all times pertinent to the Factual Allegations, Respondent held a license to practice as a chiropractor in the Commonwealth of Pennsylvania: License No.: DC006390L.

b. Respondent's last known address is: 7914 Greenfield Drive, Park City, UT 84098.

c. On or about October 22, 2010, a Criminal Complaint was filed in Pittsburgh Magistrate Court, Magisterial District No. 05-0-03, at Docket No. CR10927-10, along with an Affidavit of Probable Cause, charging Respondent with various theft charges. A true and correct copy of the Criminal Complaint and Affidavit of Probable Cause are attached and incorporated herein as **Exhibit A**.

d. On January 6, 2011, the District Attorney of Allegheny County filed a Criminal Information against the Respondent in the Court of Common Pleas of Allegheny County charging the Respondent with 4 counts of Theft by Failure to Make Required Disposition of Funds Received – F3; 4 counts of Misapplication of Entrusted Property and Property of Government or Financial Institutions – M2; and 1 count of Criminal Conspiracy. A true and correct copy of the Criminal Information is attached and incorporated herein as **Exhibit B**.

e. On June 13, 2012, Respondent pled guilty to 8 counts of Misapplication of Entrusted Property and Property of Government or Financial Institutions, a second degree misdemeanor, in the Court of Common Pleas of Allegheny County at Docket No. CP-02-CR-0016417-2010. A true and correct copy of the Order of Sentence is incorporated herein and attached as **Exhibit C**.

f. The sentence placed Respondent on probation for 2 years on each count for a total of 16 years and ordered Respondent to pay restitution in the amount of \$1,463,052.00.

g. The Respondent incorporated the Affidavit of Probable Cause as part of his guilty plea colloquy. See transcript of June 13, 2012 proceeding before the Honorable Kevin G. Sasimoski, Court of Common Pleas of Allegheny County, p.14, lines. 1-11. A true and correct copy of the Transcript is incorporated herein and attached as **Exhibit D**.

h. The charges to which the Respondent pled guilty were for misappropriating the trust funds of two children, whom the Respondent and his wife adopted, for the Respondent's and his wife's own personal use.

i. Respondent admits that the conduct for which he pled guilty and which is explained in detail in the Affidavit of Probable Cause (Exhibit A) constituted immoral conduct and therefore was a violation of the Act.

ALLEGED VIOLATIONS

4. Based upon the foregoing Factual Allegations, the Board is authorized to suspend or revoke, or otherwise restrict Respondent's license under Section 506 of the Act, 63 P.S. § 625.506; or impose a civil penalty under Section 703 of the Act, 63 P.S. § 625.703 and/or Section 5(b)(4) of ACT 48, 63 P.S. § 2205(b)(4); and/or impose the costs of investigation under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated the Act at Section 506(a)(11), 63 P.S. § 625.506(a)(11), by and through 49 Pa.Code § 5.81(2)(ii) in that Respondent committed immoral or unprofessional conduct by means of an act(s) involving moral turpitude, dishonesty or corruption.

PROPOSED ORDER

5. The parties, intending to be legally bound, consent to the issuance of the following Order in settlement of this matter:

a. The Board finds that it is authorized to suspend or revoke, or otherwise restrict Respondent's license under Section 506 of the Act, 63 P.S. § 625.506; or impose a civil penalty under Section 703 of the Act, 63 P.S. § 625.703 and/or Section 5(b)(4) of ACT 48, 63 P.S. § 2205(b)(4); and/or impose the costs of investigation under Section 5(b)(5) of ACT 48, 63 P.S. § 2205(b)(5), because Respondent violated the Act at Section 506(a)(11), 63 P.S. § 625.506(a)(11), by and through 49 Pa.Code § 5.81(2)(ii) in that Respondent committed immoral or unprofessional conduct by means of an act(s) involving moral turpitude, dishonesty or corruption.

SUSPENSION

b. Respondent's license to practice as a chiropractor in the Commonwealth of Pennsylvania, along with any other licenses, registrations, certificates, approvals, authorizations, or permits (hereinafter referred to collectively as "authorizations to practice the profession") are hereby **SUSPENDED** for a period of **five (5)** years from the date this Consent Agreement is adopted by the Board. However, after a period of **two (2)** years, the suspension of Respondent's authorizations to practice the profession shall be automatically stayed in favor of **PROBATION**.

c. Respondent shall, within ten (10) days of the beginning of the period of active suspension, surrender his wall certificate, biennial renewal certificate and wallet card (or notarized affidavit of their loss or destruction) by mailing them to:

David J. Schertz Prosecuting Attorney Bureau of Professional and Occupational Affairs P.O. Box 2649 Harrisburg, PA 17105-2649

or by delivering them in person at:

Bureau of Professional and Occupational Affairs One Penn Center 2601 North 3rd St. Harrisburg, Pennsylvania
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d. Upon the effective date of the Consent Agreement, and during any period of active suspension, Respondent shall cease and desist from practicing as a chiropractor, and shall not represent himself as a Board licensee in any matter during any period of active suspension.

e. Respondent is advised that if the period of active suspension continues past the end of the current renewal period, prior to Respondent's license being reinstated, Respondent will be required to comply with the requirements for renewal of his license in effect at that time.

PROBATION

f. After a period of two (2) years, the suspension of Respondent's authorizations to practice the profession shall be automatically stayed in favor of

PROBATION subject to the following **terms and conditions**:

(1) Respondent shall abide by and obey all laws of the United States, the Commonwealth of Pennsylvania and its political subdivisions and all rules and regulations and laws pertaining to the practice as a chiropractor in this Commonwealth or any other state or jurisdiction in which Respondent holds an authorization to practice the profession. Provided, however, summary traffic violations shall not constitute a violation of this Order;

(2) Respondent shall abide by all terms of his probation from his criminal convictions in Pennsylvania, including making all payments of restitution;

(3) Respondent shall notify the Bureau of Enforcement and Investigation (BEI), in writing, within twenty (20) days of the filing of any criminal charges, the initiation of any other legal action (civil or administrative) pertaining to the Respondent's practice as a chiropractor,

and/or the initiation, action, restriction or limitation relating to Respondent by the professional licensing authority of any state or jurisdiction.

(4) Respondent shall notify both BEI and the Board in writing within ten (10) days of any change in the name(s) and address(es) of the place(s) at which Respondent will practice as a chiropractor after the completion of his active suspension and a description of Respondent's duties and responsibilities at such places of practice;

(5) Respondent shall notify both BEI and the Board in writing within ten (10) days of any change in the Respondent's home address and/or telephone number;

(6) Respondent shall not falsify, misrepresent or make material omission of any information submitted pursuant to this Order;

(7) Respondent's failure to fully cooperate with and successfully comply with the terms and conditions of this probation shall be deemed a violation of this Consent Agreement and Order;

(8) Respondent's failure to fully comply with any terms of this Order may also constitute grounds for additional disciplinary action;

(9) This Order constitutes disciplinary action by the Board and shall be reported to other licensing authorities and any applicable national licensing databank as a disciplinary action by the Board;

(10) This case shall be deemed settled and discontinued upon the Board issuing an Order adopting this Consent Agreement;

(11) During any period of Active Suspension or Ordered Probation, Respondent shall supply any current Chiropractic professional employer with a copy of this Consent Agreement and Order.

(12) Within fifteen (15) days of the date of this Order, and within (15) days of the date of any change in professional employer Respondent shall have his Chiropractic professional employer submit to BEI written verification that the professional employer *a)* has received a copy of this Consent Agreement and Order, *b)* understands the conditions of this probation, and *c)* agrees to report any suspected violation by Respondent of this probation.

(13) Respondent consents to the release by the Bureau or BEI of any information or data produced as a result of this probation to any current or prospective Chiropractic professional employer;

(14) Unless otherwise directed, Respondent, his professional employer, and any other person needing or required to make reports under this Order concerning Respondent's practice and contact information shall cause those reports, data or other information to be filed with BEI at:

Probation Compliance Officer Bureau of Enforcement and Investigation Box 2649 Harrisburg, PA 17105-2649
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VIOLATION(S) OF PROBATION

g. Notification of a violation of the terms or conditions of this Consent Agreement and Order shall result in the **IMMEDIATE VACATING** of the stay order, **TERMINATION** of the period of probation, and **ACTIVATION** of the entire period of suspension of Respondent's authorizations to practice the profession in the Commonwealth of Pennsylvania as follows:

(1) The prosecuting attorney for the Commonwealth shall file with the Board a Petition which alleges that Respondent has violated any terms or conditions of this Consent Agreement and Order other than failure to complete the Ordered remedial education in a timely manner;

(2) Upon a probable cause determination that Respondent has violated any of the terms or conditions of this Consent Agreement and Order, the Board shall, without holding a formal hearing, issue a preliminary order vacating the stay of the

suspension in this matter, terminating the period of probation and activating the entire remaining period of suspension of Respondent's authorizations to practice the profession;

(3) Notification of the Board's Preliminary Order shall be mailed to Respondent within three (3) days of its issuance by certified mail and first class mail postage prepaid, sent to the last registered address on file with the Board. If service by mail is unsuccessful, the Commonwealth is authorized to attempt service by personal service and/or publication of legal notice in a newspaper of general circulation in the county of Respondent's last known address.

(4) Within twenty (20) days of mailing of the notification of the Board's action, Respondent may answer the Commonwealth's Petition and request that a formal hearing be convened concerning Respondent's alleged violation of probation, in which Respondent may seek relief from the Preliminary Order activating the suspension.

The answer shall be set forth in numbered paragraphs corresponding to the numbered paragraphs of the Petition. Respondent shall admit or deny each of the allegations set forth in the paragraphs in the Petition.

Respondent shall mail the original answer and request for hearing, and all other pleadings to

Office of Prothonotary
Bureau of Professional and Occupational Affairs
2601 N. 3rd Street
P.O. Box 2649
Harrisburg, PA 17105-2649

(5) Respondent shall send a copy of the answer, request for hearing, and all subsequent filings in the matter to the prosecuting attorney for the Commonwealth;

(6) If a request for a formal hearing is received from Respondent, the Board shall convene a formal hearing within forty-five (45) days from the date of the Board's receipt of Respondent's request for a formal hearing;

(7) If Respondent files an answer and request for a hearing within the twenty (20) day period, the Preliminary Order activating the suspension shall remain in effect unless and until the Board issues a determination favorable to Respondent after holding the formal hearing;

(8) The facts and averments in paragraphs 3 & 4 of this Consent Agreement and Order shall be deemed admitted and uncontested for purposes of the hearing;

(9) If the Board after such hearing makes a determination adverse to Respondent, the Board will issue a Final Order activating the suspension of Respondent's license and imposing any additional disciplinary measures it deems appropriate;

(10) If a request for a formal hearing is not received from Respondent within the prescribed twenty (20) day period, the Board's Preliminary Order shall become a Final Order twenty (20) days after the date of its mailing;

(11) If the stay is terminated, Respondent shall still comply with all terms and conditions of probation during the active suspension, other than those terms and conditions pertaining to the active practice of the profession. Continued failure by Respondent to comply with the unaffected terms and conditions of probation shall result in further disciplinary action against Respondent;

COMPLETION OF PROBATION

h. After successful completion of the period of probation, Respondent may petition the Board to reinstate Respondent's license to unrestricted, non-probationary status upon an affirmative showing at a hearing that Respondent has complied with all terms and conditions of this Agreement and that Respondent's resumption of unsupervised practice does not present a threat to the public health and safety. Respondent is required to remain in compliance with all terms and conditions of this Agreement until the Board issues the order terminating Respondent's probationary status.

ADMISSIBILITY OF CONSENT AGREEMENT IN FUTURE PROCEEDINGS

6. Respondent agrees that if Respondent is charged with a violation of an Act enforced by this Board in the future, this Consent Agreement and Order shall be admitted into evidence without objection in that proceeding.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

7. Respondent acknowledges receipt of an Order to Show Cause in this matter.

Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

ACKNOWLEDGMENT OF RIGHT TO ATTORNEY

8. Respondent acknowledges that he is aware that he has the right to consult with, and/or be represented by, private legal counsel of Respondent's choosing and at Respondent's expense when reviewing, considering and accepting the terms of this Consent Agreement. To the extent that Respondent is not represented by legal counsel, Respondent has knowingly elected to proceed without the assistance of legal counsel.

WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS

9. Respondent expressly waives any constitutional rights and issues related to commingling of prosecutorial and adjudicative functions by the Board or its counsel, which may arise or have arisen during the negotiation, preparation and/or presentation of this Consent Agreement. If a hearing is subsequently held, neither this Consent Agreement nor the proposed terms of settlement may be admitted into evidence and any facts, averments, and allegations contained in the Consent Agreement must be proven at hearing unless otherwise separately stipulated. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

NO MODIFICATION OF ORDER

10. Respondent agrees, as a condition of entering into this Consent Agreement, not to seek modification at a later date of the Stipulated Order adopting and implementing this Consent Agreement without first obtaining the express written concurrence of the Prosecution Division.

AGREEMENT NOT BINDING UNTIL APPROVED BY BOARD

11. The Office of General Counsel has approved this Consent Agreement as to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Board issues the stipulated Order.

EFFECT OF BOARD'S REJECTION OF CONSENT AGREEMENT

12. Should the Board not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Board shall not prejudice the Board or any of its members from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

ENTIRE AGREEMENT

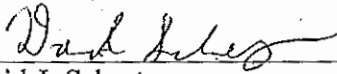
13. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.

AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON OTHER COMPLAINTS

14. Nothing in this Order shall preclude the Prosecution Division for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement;

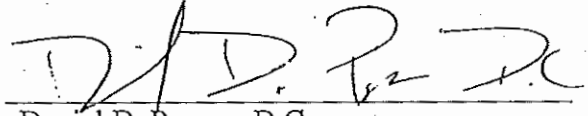
VERIFICATION OF FACTS AND STATEMENTS

15. Respondent verifies that the facts and statements set forth in this Consent Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Consent Agreement are made subject to the criminal penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



David J. Schertz
Prosecuting Attorney

DATED: 4/4/13



Daniel D. Pompa, D.C.
Respondent

DATED: 3-5-13

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

JUDGE: PITTSBURGH MAGISTRATE COURT
Magisterial District Number: 05-0-03

Address: 660 FIRST AVENUE
PITTSBURGH, PA 15219

Phone: 412.350.6715



POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA
VS.

DEFENDANT:

DANIEL

(NAME and ADDRESS):

POMPA

First Name

Middle Name

Last Name

Gen

482 SOUTHWIND CIRCLE UNIT 63 CHAMPION, PA 15622

NOI Exemption Code Type

Felony - No Extradition

Distance

DEFENDANT IDENTIFICATION INFORMATION

Docket Number CR 10927-10	Date Filed 10-22-10	OTN LiveScan Number G 512422-1	Complaint/Incident Number J-308-09	SI:	Request Lab Services? <input type="checkbox"/> Yes
GENDER MALE		DOB 11/04/1965	POB	Addl DOB	Co-Defendant(s) <input checked="" type="checkbox"/>
RACE WHITE	First Name		Middle Name	Last Name	Gen
ETHNICITY	AKA		EYE COLOR BRO (BROWN)		
HAIR COLOR	License Number 20879682		Expires		WEIGHT (LB)
Driver License	State PA	DNA Location		H. HEIGHT (IN)	
DNA	FBI Number		MNU Number		
Defendant Fingerprinted					
Fingerprint Classification					
DEFENDANT VEHICLE INFORMATION					
Plate #	State	Hazmat	Registration Sticker (M/V/RV)	Comm'l Veh. Ind.	School Veh.
VIN	Year	Make	Model	Style	Color

Office of the attorney for the Commonwealth ☐ Approved ☐ Disapproved because:

(The attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the attorney for the Commonwealth prior to filing. See Pa.R.OlmP. 507.)

name of the attorney for the Commonwealth	(Signature of the attorney for the Commonwealth)	(Date)
I, KEVIN FLANIGAN	38733	
(Name of the Affiant)	(PSP/MPCEIC Assigned Affiant ID Number & Badge #)	
of DISTRICT ATTORNEYS DETECTIVES	PA002013A	
(Identify Department or Agency Represented and Political Subdivision)	(Police Agency ORI Number)	
do hereby state: (check appropriate box)		
1. X I accuse the above named defendant who lives at the address set forth above		
I accuse the defendant whose name is unknown to me but who is described as		
I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have		
therefore, designated as John Doe or Jane Doe		
with violating the penal laws of the Commonwealth of Pennsylvania at		
In Allegheny County	02 (County Code)	on or about 12/01/2004 0:00
		301 (Subdivision Code)
		PITTSBURGH CITY (Place/Political Subdivision)

AOPC 412A - Rev. 04/10

6 22 8

EXHIBIT

A

FROM THE RECORDS
AT TEST

DEPARTMENT OF COURT RECORDS



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number: G 512422-1	Complaint/Incident Number: J-308-09
Defendant Name:	First: DANIEL	Middle:	Last: POMPA

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically. (Set forth a *brief* summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§213.1 – 213.7.)



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number G 512422-1	Complaint/Incident Number J-308-09
Defendant Name	First DANIEL	Middle	Last POMPA

Inchoate Offense	<input type="checkbox"/> Attempt 18901A	<input type="checkbox"/> Solicitation 18902A	<input type="checkbox"/> Conspiracy 18903						
X	1	3927	A	of the	18	4	F3		
Lead?	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code	
Peri/DOI Data (if applicable)	Accident Number				<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone		
Statute Description/Acts of the accused associated with this Offense:									

18 3927A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED F3 - 4
COUNTS

The actor obtained property, namely US CURRENCY IN EXCESS OF \$2,000.00 APPROXIMATING \$458,172.29 belonging to THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US CURRENCY IN EXCESS OF \$2,000.00 APPROXIMATING \$589,853.14 belonging to THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US CURRENCY IN EXCESS OF \$2,000.00 APPROXIMATING \$250,000.00 belonging to THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US CURRENCY IN EXCESS OF \$2,000.00 APPROXIMATING \$165,000.00 belonging to THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTM/LiveScan Number G 512422-1	Complain/Incident Number J-308-09
Defendant Name:	First: DANIEL	Middle:	Last: POMPA

Inchoate Offense	<input type="checkbox"/> Attempt 18.901.A	<input type="checkbox"/> Solicitation 18.902.A	<input checked="" type="checkbox"/> Conspiracy 18.903						
Lead?	2	3927	A	of the	18	1	F3		
Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code		
PennDOT Data (if applicable)	Accident Number			<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone				
Statute Description/Acts of the accused associated with this Offense:									
18.903A1 CRIMINAL CONSPIRACY F3 1 COUNT The actor, with the intent of promoting or facilitating the crime of 18.3927: A conspired and agreed with DANIEL DAVID POMPA & MERILY DUSTER POMPA that they or one or more of them would engage in conduct constituting such crime or an attempt or solicitation to commit such crime, and in furtherance thereof did commit an overt act in violation of 18 Pa. C.S. §903 (a)(1).									



POLICE CRIMINAL COMPLAINT

Docket Number	Date Filed	OTN LiveScan Number G 512422-1	Complain/Incident Number J-308-09
Defendant Name	First DANIEL	Middle	Last POMPA

Inchoate Offense	<input type="checkbox"/> Attempt 18901A	<input type="checkbox"/> Solicitation 18902A	<input type="checkbox"/> Conspiracy 18903					
Lead?	Offense# 3	Section 4113	Subsection A	of the 18	Counts 4	Grade M2	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)	Accident Number	<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone				

Statute Description/Acts of the accused associated with this Offense:

18 4113A MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS M2 4 COUNTS

The actor applied or disposed of property, namely US CURRENCY IN EXCESS OF \$50.00 APPROXIMATING \$398,672.29 BELONGING TO THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of 18 Pa.C.S. §4113(a).

The actor applied or disposed of property, namely US CURRENCY IN EXCESS OF \$50.00 APPROXIMATING \$447,256.00 BELONGING TO THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of 18 Pa.C.S. §4113(a).

The actor applied or disposed of property, namely US CURRENCY IN EXCESS OF \$50.00 APPROXIMATING \$250,000.00 BELONGING TO THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of 18 Pa.C.S. §4113(a).

The actor applied or disposed of property, namely US CURRENCY IN EXCESS OF \$50.00



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTM LiveScan Number G 512422-1	Complaint/Incident Number J-308-09
Defendant Name:	First DANIEL	Middle:	Last POMPA

APPROXIMATING \$165,000.00 BELONGING TO THE LISA RENEE YOUNG IRREVOCABLE TRUST AND/OR THE LESLIE JOHN YOUNG IRREVOCABLE TRUST AND/OR DYLAN POMPA AND/OR OLIVIA POMPA, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of 18 Pa.C.S. §4113(a).



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTM LiveScan Number G 512422-1	Complaint/Incident Number J-308-09
Defendant Name:	First DANIEL	Middle:	Last POMPA

2. I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.

3. I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 P.A.C.S. §4904) relating to unsworn falsification to authorities.

4. This complaint is comprised of the preceding page(s) numbered through

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.
(Before a warrant of arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

October 22

2010

(Date)

K. P. S. J.
(Signature of Affiant)

AND NOW, on this date October 22, 2010 I certify that the complaint has been properly completed and verified.

An affidavit of probable cause must be completed before a warrant can be issued.

05-0-03

(Magisterial District Court Number)

05-2-28

Osca J. Pente
(Issuing Authority)

SEAL



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTM Live Scan Number: G 512422-1	Complaint/Incident Number: J:308-09
Defendant Name:	First: DANIEL	Middle:	Last: POMPA

AFFIDAVIT of PROBABLE CAUSE

1. WHEN:

- Date when Affiant received information:
10/29/2009
- Date when the source of information (Police Officers, Informant, Victim, Co-Defendant, Defendant, etc.) received information:

2. HOW:

- How Affiant knows this particular person committed crime: (personal observation, defendant's admissions, etc.):
- How the source of information knows this particular person committed the crime:
- How both Affiant and/or source of information knows that a particular crime has been committed:

3. WHAT CRIMES:

18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 4113 A MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL
18 4113 A MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL
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18 4113 A MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 903 A1 CRIMINAL CONSPIRACY

4. WHERE CRIME(S) COMMITTED:

CITY OF PITTSBURGH

5. WHY AFFIANT BELIEVES THE SOURCE OF INFORMATION:

Source is presumed reliable, i.e. other Police Officer, Eyewitness, Victim of Crime, etc.

Source has given information in the past which has led to arrest and/or conviction

Defendant's reputation for criminal activity

This source made declaration against his/her penal interest to the above offense.

X Affiant and/or other Police Officers corroborated details of the information



POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTNLiveScan Number G.512422-1	Complaint/Incident Number J-308-09
Defendant Name:	First DANIEL	Middle	Last POMPA

CHARGES AS SPECIFIED ABOVE ARE SUPPORTED BY THE AFFIDAVIT OF PROBABLE NARRATIVE CAUSE WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS PAGES 1 THROUGH 77.

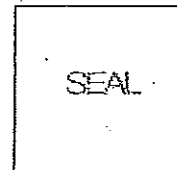
I, KEVIN FLANIGAN, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

(Signature of Affiant)

Sworn to me and subscribed before me this 22nd day of October 2010

10/22/10 Date Oscar J. Petito Magisterial District Judge

My commission expires first Monday of January, 2014



AFFIDAVIT OF PROBABLE CAUSE NARRATIVE

Your Affiant, Kevin P. Flanigan is a Detective with the Allegheny County District Attorney's Office and has been so for the past two years. Your Affiant is also a Certified Public Accountant and as a forensic accountant has assisted in the detection and prosecution of financial crimes cases for the Allegheny County District Attorney's Office for four years prior to becoming a Detective. As such, your Affiant has extensive experience in the investigation and prosecution of white collar crime.

On or about October 29, 2009, your Affiant was assigned to conduct a criminal investigation relating to the allegation that a significant amount of money was missing from the Trust Funds of two minor children, Olivia and Dylan Young/Pompa (the victims), who were left orphans when their father, Leslie Young, killed their mother, Lisa Young, and then himself in Florida on December 26, 2003. The victims inherited a multi-million dollar estate as their parents owned several businesses, real estate and each had a one million dollar life insurance policy. Because of their age (7) the victims inheritance was placed in two Trust Funds established by their parents will. The allegation involved the activities of the actors Daniel and Merily Pompa, Trustees of the Lisa Young Irrevocable Trust and Leslie Young Irrevocable Trust, who dissipated most of the assets of the million dollar fund in less than five years. Your Affiant reviewed the Federal Estate Tax Returns (Form 706), filed March 28, 2005, for each parent's estate and learned the following information was reported on such Federal Tax Returns to the Internal Revenue Service:

TABLE #1	<u>Leslie John Young Estate</u>	<u>Lisa Renee Young Estate</u>
Gross Estate *	\$2,377,999.90	\$2,638,631.28 ***
Deductions	<u>\$1,401,109.24 **</u>	<u>\$ 430,631.73</u>
Taxable Estate	\$ 976,890.66	\$2,207,999.55
Net Estate Tax	\$ 0.00	\$ 479,199.80

* - Includes \$1,000,000.00 of life insurance proceeds in each Gross Estate.

** - Includes \$1,300,000.00 wrongful death settlement obligation to the Estate of Lisa Renee Young (Subsequently assigned to the Lisa Young Trust).

*** - Does not include the \$1,300,000.00 wrongful death settlement.

The victims were the primary beneficiaries named in the parents Will. Your Affiant reviewed line 5, page 2 of the U.S. Estate Tax Returns which sets forth individuals who receive benefits from the Estate as follows:

TABLE #2	<u>Leslie John Young Estate</u>	<u>Lisa Renee Young Estate</u>
Leslie J. Young Jr.	\$160,826.36	\$ 0.00
Guardianship for Dylan L. Young	\$146,516.46	\$ 200,746.80

Guardianship for Olivia N. Young	\$146,516.46	\$ 200,728.81
Leslie Young Children's Trust	\$523,031.38	\$ 0.00
Lisa Young Children's Trust	\$ 0.00	\$1,269,604.16

Your Affiant reviewed the Will of Lisa Young and learned that on or about June 18, 1998, Lisa Renee Young signed the "Last Will and Testament of Lisa Renee Young" (Will). Article I of the Will states, "The Personal Representative or Trustee may make distributions and payments of income or principal to or for the benefit of any beneficiary who is a minor". Under Article III of the Will it states, "In the event that any of my children are under the age of 30 at the time of my death, then such child's share shall be held, in trust, hereafter referred to as the "Children's Trust", to be administered and distributed as provided in this Article by the person(s) named as guardian(s) of my minor children or their successor(s) if they are unwilling or unable to serve". Article III (a) Principal and Income Distributions state, "The Trustee shall hold the Children's Trust, as then constituted, in trust for the benefit of my living children until the time when there is no child of mine living who is under the age of thirty. The Trustee shall pay to or apply for the use and benefit of such children so much of the net income and principal as the Trustee with sole and absolute discretion shall deem necessary and advisable for their support, maintenance, medical care and education, including vocational, college and post-graduate education". This section continues to state, "The Trustee need not make equal payments to my children. The Trustee, in making such payments, shall consider the particular needs and circumstances of each child, including age and other financial resources. It is my primary intention that priority is to be given to the full extent to my children who are not yet independent and self-supporting. Any income not so distributed shall be accumulated and added to principal".

On or about October 29, 2009, your Affiant along with Allegheny County Assistant District Attorney, Lawrence Claus and District Attorney Investigations Unit (DAI) Forensic Accountant, Jackelyn Weibel met with a Confidential Informant (CI), who should be presumed reliable because your Affiant has been able to corroborate the information that the CI has provided. The CI witnessed certain financial transactions and recognized a possible misapplication of Trust Fund monies. Your Affiant has been able to corroborate information received from the CI relating to the misapplication of Trust Fund monies by reviewing documents and business records as described below. Your Affiant has further corroborated information relating to the actors' real estate transactions through documents obtained from the Somerset County, Allegheny County and Butler County Recorder of Deeds.

The CI provided financial information related to an existing Allegheny County based Paragon Wealth Management (Paragon) Trust Account which was acquired by BPU Investments in a merger with Paragon. This account was titled "The Lisa Renee Young Trust" (the Lisa Trust). The CI explained that the Lisa Trust was created by virtue of an incident in Sarasota, Florida; wherein, Leslie John Young murdered his wife, Lisa. The wife's Will left all property to her husband; however, since the husband had killed his wife, the assets then reverted to the couples' minor twin children, Olivia & Dylan Young (the victims). A Florida court ordered that the Lisa Trust be established and all remaining

assets placed into it. The Lisa Trust was to be maintained until the children turned 30 years of age. The Will provided the guardianship of the victims be granted to Daniel & Merily Pompa (the actors) who live in Cranberry Township, PA. Daniel Pompa is a chiropractor who is self employed at Pompa Health Solutions, LLC located at 145 Lake Drive Suite 104, Wexford, PA 15090. The actors' home address is 118 Mirage Drive, Cranberry Twp PA 16066. According to several Trust Distribution Requests supplied by the CI, the actors maintain their personal bank accounts at NexTier Bank that has a branch located at 238 E Main Street, Evans City, PA 16033.

In addition to the actors being appointed as the victims' Guardians, both were also appointed as Trustees of the Lisa Trust. The CI believed the initial value of the Lisa Trust approximated \$1 million. The assets of the Lisa Trust were initially placed with an investment company called Northern Trust. Later the assets were moved to Paragon (whose clearinghouse is SEI) with an approximate balance of \$453,410.00. In the merger between Paragon and BPU, the trust funds moved from Paragon to BPU (whose clearinghouse is Fidelity).

The CI became concerned when the CI overheard a conversation regarding the actors' future bankruptcy filing and the effects on the Trust and started to research the Trust history. The CI found that the current value of the Lisa Trust was approximately \$80,000.00. Business records showed that the actors have requested funds in the amount of \$15,000.00 per month dating back to 2008 reportedly for the victim's care. Trust Distribution Requests show the \$15,000.00 monthly transfers out of the Lisa Trust were wire transferred into a NexTier Bank joint account owned and controlled by the actors. In addition to the monthly distributions, the actors in December of 2008 requested a \$250,000.00 one-time Trust distribution from Paragon.

The CI provided your Affiant with copies of numerous relevant documents. The CI stated he felt an obligation to report to law enforcement officials his perceived breach in the actors' fiduciary responsibility to the victims.

Allegheny County District Attorney's Investigations Unit Forensic Accountant, Jackelyn Weibel analyzed the documents provided by the CI. These documents revealed the following:

- An email regarding the Trust dated 10/27/09 from BPU employee, Elizabeth Zorn to the CI. This e-mail revealed that on 11/14/08, the transfer of assets totaling \$453,410.70 from Northern Trust was received by SEI and was placed into the "Lisa Young Irrevocable Trust Account".
- On or about 12/18/08, a request was made to move \$250,000.00 from the Trust account at SEI into a joint account to be pledged as collateral to NexTier Bank.
- After the merger between BPU and Paragon, on 5/11/09, \$163,992.59 was transferred from the Trust account at SEI to Fidelity. Since that transfer, \$80,400.00 year to date has been wire transferred to the Pompa's joint bank account.

- During the relevant time period, \$15,000.00 was wire transferred each month from the Trust to the actors' joint NexTier Bank account for the purported care of the victims.
- As of 10/20/09, the joint collateral account balance was \$248,981.38. The only money taken out of the original \$250,000.00 which was transferred into account was for Paragon advisor fees. However, the actors pledged this account as collateral to allow the actors to receive a loan of \$250,000.00 from NexTier Bank.
- An email dated 2/17/09 from Gail Manuel at Northern Trust to Tony Landau at Paragon revealed that the actors have requested additional monies be distributed from the Trust. The email includes a list of items paid from the Trust at the request of and on behalf of the actors. The actors provided information to Northern Trust officials to request funds from the victims' Trust account as follows. Your Affiant learned that some of this information was false and or misleading.
 - 7/6/07, \$170,000.00 payment, Narrative: Paid Seven Springs Farm Inc. per direction of Daniel & Merily Pompa, Trustees of Lisa Young Irrevocable Trust - Upgrades to townhouse Unit 63 in phase II of Southwind, owned in name of Trust. (It is noted by your Affiant that based on a review of Real Estate records held at the Somerset County Recorder of Deeds that townhouse Unit #63 at Southwind Circle is titled in the actors' names and not in the name of the victims' Trust. Therefore, your Affiant asserts that the actors provided false information to Northern Trust officials concerning the disposition of \$170,000.00 of the victims' Trust Fund monies.)
 - 7/18/07 \$2,000.00 payment, Narrative: Paid Merily P. Pompa reimbursement for funds advanced for property located at 482 Southwind Circle owned by the Trust. (It is noted by your Affiant that based on a review of Real Estate records held at the Somerset County Recorder of Deeds that townhouse Unit #63 at Southwind Circle is titled in the actors' names and not in the name of the victims' Trust. Therefore, your Affiant asserts that the actors provided false information to Northern Trust officials concerning the disposition of \$2,000.00 of the victims' Trust Fund monies.)
 - 7/23/07 \$1,700.00 payment, Narrative: Paid Better Homes Interior Design invoice 172 dated 5/25/07 deposit for MS 1947-008 Chandelier (Dining Rm) for property at Southwind @ Lake Tahoe Unit #63 direct payment per the request of Daniel and Merily Pompa Trustees.
 - 11/30/07 \$15,000.00 payment, Narrative: Request dated 11/27/07 from Merily Pompa - flooring expense for the condo.
 - 1/11/08 \$1,649.00 payment, Narrative: Paid Better Homes Interior Designs per Statement dated 05/25/2007 for Lamp/Chandelier invoice #172.
 - 1/11/08 \$528.94 payment, Narrative: Paid Seven Springs Farm Inc per statement dated 07/13/2007 for brass monkey TP holder invoice #179.

- 1/14/08 \$3,377.10 payment, Narrative: Paid Green Building Supply per statement dated 10/24/2007 for invoice #200497 and invoice #201459 dated 12/4/07 invoice #201805 dated 12/28/07 invoice #201060 dated 01/04/08.
- 1/14/08 \$6,360.00 payment, Narrative: Paid Jeffrey Greene per statement dated 01/06/2008 represented ½ deposit for dining table, benches and chairs as listed.
- 1/24/08 \$6,464.15 payment, Narrative: Paid Green Building Supply per statement dated 01/23/2008.
- 2/14/08 \$15,194.31 payment, Narrative: Paid Carlisle Wide Plank Floors per statement dated 12/07/2007 order #0048654 balance due for 777 Waterwheel Drive Seven Springs Mountain Resort Merily and Daniel Pompa.
- 2/14/08 \$7,982.75 payment, Narrative: Paid Merily and Daniel Pompa per statement dated 02/08/2008 reimburse for Bose Home Theater System for 777 Waterwheel Drive Seven Springs Mountain Resort per direction.
- 2/14/08 \$2,072.55 payment, Narrative: Paid Merily and Daniel Pompa per statement dated 02/08/2008 reimburse for washer and dryer for 777 Waterwheel Drive Seven Springs Mountain Resort per direction.
- 2/25/08 \$6,360.00 payment, Narrative: Paid Jeffrey Greene per statement dated 01/06/2008 represents balance due for dining table, benches and chairs as listed.
- 2/26/08 \$284.08 payment, Narrative: Paid Merily and Daniel Pompa per statement dated 02/22/2008 reimburse for balance of the Bose Home Theater System for 777 Waterwheel Drive Seven Springs Mountain Resort per direction.
- 4/30/08 \$4,380.00 payment, Narrative: Paid Guardian Protection Services per statement dated 03/16/2008 represents amount for wiring the condo for security system A/C #000670909.
- 6/4/08 \$1,696.00 payment, Narrative: Paid Jeffrey Greene Design Studio per statement dated 06/03/2008 represents balance due for fireplace mantel.
- 6/4/08 \$10,000.00 payment, Narrative: Paid Ohio Valley Lumber per statement dated 06/03/2008 represents balance due for additional flooring.
- 6/10/08 \$2,402.74 payment, Narrative: Paid Carlisle Wide Plank Floors per statement dated 06/09/2008 additional amount due for 777 Waterwheel Drive Seven Springs Mountain Resort FBO Merily and Daniel Pompa.

- 7/3/08 \$15,675.41 payment, Narrative: Paid Merily and Daniel Pompa per statement dated 06/30/2008 reimburse for home theater system for 777 Waterwheel Drive Seven Springs Mountain Resort per direction dated 6/30/08.
- 7/15/08 \$5,300.00 payment, Narrative: Paid Ohio Valley Lumber per statement dated 07/15/2008 for flooring – Next to last installment.
- 8/12/08 \$2,133.00 payment, Narrative: Paid Wood Floor Designs per statement dated 08/12/2008 for flooring job #1017 for Dan and Marily Pompa.
- 8/12/08 \$3,335.87 payment, Narrative: Paid Green Building Supply per statement dated 06/20/2008 represents balance due for invoice #204078 Dan and Marily Pompa.
- 8/27/08 \$9,942.00 payment, Narrative: Paid Seven Springs Farms, Inc per statement dated 08/20/2008 for unit #63 install airlock accessories in pantry and closet area for Daniel and Merily Pompa.
- 9/10/08 \$5,183.79 payment, Narrative: Paid Ohio Valley Lumber per statement dated 09/06/2008 final balance for flooring for Merily and Daniel Pompa.
- 9/29/08 \$4,131.00 payment, Narrative: Paid Merily and Daniel Pompa per statement dated 09/29/2008 reimburse for Dylan and Olivia bedroom furniture per direction.

On November 4, 2009, your Affiant along with Assistant District Attorneys Lawrence Claus and William Becker requested a temporary restraining order from the Orphans Court Division of the Allegheny County Court of Common Pleas with the document cited as, 'Commonwealth's Petition for Temporary Restraining Order Precluding Financial Disposition and/or Activity Relating to 482 Southwind Circle, Unit 63, Fidelity Investments Account No. _____; Fidelity Investments Account No. _____

; Fidelity Investments Account No. _____ and; NexTier Account No. _____.

Judge O'Toole approved five Orders of Court related to the above mentioned petition.

On November 5, 2009, at approximately 9:00am, your Affiant served the Order of Court related to 482 Southwind Circle, Unit 63 to the Somerset County Recorder of Deeds located at 300 N. Center Avenue, Suite 400, Somerset, PA 15501. At approximately 10:45am, your Affiant served the Orders of Court related to Fidelity Investments Account Nos. 0ZF- _____ and _____ to the General Counsel for BPU Investment Management Inc., Thomas G. Eddy. Mr. Eddy stated that he would comply with the Orders of Court and forward the documents to Fidelity Investments. Later that same day, your Affiant was notified by Mr. Eddy that Fidelity Investments was contacted and informed of the Orders of Court. At approximately 11:45am, your Affiant along with Detective Patricia Copanzzi served the Order of Court related to NexTier Account No. _____ to Client Relationship Advisor for NexTier Bank, Rochelle Costa. At

approximately 12:15pm, your Affiant along with Detective Patricia Copanzzi attempted to serve all of the Orders of Court to the actors at their home address of 118 Mirage Drive, Cranberry Township, PA 16066. No one answered the door at the actors' residence and as these detectives began to leave, Merily Pompa arrived home. Ms. Pompa asked, "Can I help you?". Your Affiant identified himself and showed Ms. Pompa his detective badge and MPOETC identification. Your Affiant served Ms. Pompa with a certified copy of all five Orders of Court. Your Affiant explained that the Orders of Court are related to the actors' property in Seven Springs, their personal bank account and three investment accounts with Fidelity. Ms. Pompa began to cry and made the following unsolicited statements to your Affiant and Detective Patricia Copanzzi:

We intend on paying all of the money back ... I knew something was wrong because we did not get our money. I contacted our normal representative at BPU Investments and he told me that he could not talk to me about our accounts anymore. He said that we needed to talk with a Thomas Eddy. We get \$15,000.00 a month from BPU Investments. We have bills that are due in the beginning of every month and we need that money. We need to be able to pay our bills ... We bought the property in Seven Springs when the market was at its lowest and it is a good investment. This property has been a good place to go for the kids.

Your Affiant asserts that the actor (Merily Pompa) has admitted to your Affiant that she used the victims' \$15,000.00 removed each month from their Trust Fund to pay her bills at a time when it is the actors' duty as parents to provide the support for the victim children. Her admission is corroborated by the details of the actors' spending practices contained hereinafter.

On or about November 12, 2009, Your Affiant along with Detective William Miller met with Olivia and John Phillips, grandparents to the victims along with their son John and attorneys, Francis Rapp and Alison Smith at Olivia Phillips' home residence located at 200 Ross Street, Tarentum, PA. Olivia Phillips provided the following information:

- Upon the death of her daughter and the husband, two Estates had to be opened. Lisa and Leslie did not have a lot of debts.
- Certain of the mortgages were given by the actors to the children's Trust Fund. Although the Wexford home mortgages are all marked "satisfied", there is no evidence that any repayments to the Trust have occurred for the "borrowed" funds.
- The actors have taken \$15,000.00 per month from the children's Trust Fund as Trustees for the purported support of the victims.

At this meeting, attorney Alison Smith, Esq. advised your Affiant, that since the actors have adopted the victim children, as parents it is their duty to support the children; it is not the children's duty to support themselves from their Trust. Therefore, your Affiant asserts that removal of the victims' Trust Fund money for the actors' personal living expenses is improper after the adoption date. The support obligation is now that of the

parents. Your Affiant determined that the victims' adoption date was October 6, 2005. Your Affiant asserts that subsequent to October 6, 2005 it is the actors' duty to support the adopted children (the victims) and it is not the adopted children's duty to support the actors and their children.

On or about January 12, 2010 your Affiant received an 'Authorization for Release of Financial Information' from Joan Shoemaker, Esq., the actors' attorney. This authorization gave Northern Trust Bank the authority to release all financial records related to the Leslie Young Irrevocable Trust and the Lisa Young Irrevocable Trust. This Authorization was signed by the actors on January 6, 2010. On or about February 19, 2010 your Affiant received a compact disk containing 1,642 pages of detail related to both Trusts. Within these records your Affiant determined that transfers were being made to National City bank account number . These transfers refer to an agreed monthly reimbursement to the Pompas for expenses of Dylan and Olivia Young. Also within these records your Affiant determined that money went to pay the deficiency balance (a shortage on the difference between the sale price and mortgage owed) on their former residence in Pine Township (A reference to National City loan account number).

On or about April 28, 2010 your Affiant received an 'Authorization for Release of Financial Information' from Joan Shoemaker, Esq., the actors' attorney. This authorization gave Northern Trust Bank the authority to release all financial records related to the Leslie Young Estate and the Lisa Young Estate. This Authorization was signed by the actors on April 28, 2010. On or about July 6, 2010 your Affiant received a compact disk containing 1,385 pages of detail related to both estates.

Contained in the records reviewed by your Affiant was a copy of an e-mail from Merily Pompa, then the guardian to the victim children, to C. Kelley Corbridge on May 31, 2004 at 10:31PM. Corbridge is an attorney at law at Kirk Pinkerton located in Sarasota, FL. The subject line of the e-mail states "monthly expenses document". This e-mail explains the following:

ROOM AND BOARD ETC.

Difference between 2 mortgages (old and new)	\$3,000.00
Food (we eat all organic)	750.00
Childcare	2,500.00
Cleaning	550.00
Transportation	450.00
Gas	75.00
Utilities	175.00
Entertainment	<u>300.00</u>
Total	\$7,800.00

From the period of December 2004 through October 2009 the actors withdrew \$15,000.00 per month from the victims' Trust Funds and also received checks from United States Department of Treasury for the victims' Social Security Income. On occasion, the actors would also withdraw money in excess of the \$15,000.00 per month from the victims' Trust Funds. The actors received a total of \$1,050,053.14 from the victims' Trust Funds and from Social Security Income during the aforementioned time period. Based on the e-mail from Merily Pompa, and during the aforementioned time period, the actors' believed that they should have received approximately \$460,200.00 or \$7,800.00 per month for the victim children. Your Affiant asserts that this means the actors' unlawfully withdrew approximately \$589,853.14 more from the victims' Trust Funds than Merily Pompa believed the actors were entitled to based on the aforementioned e-mail.

Based on a review of financial records, your Affiant has determined that the actors received a mortgage on or about April 23, 2008 for approximately \$786,500.00 from Northwest Savings Bank. Your Affiant reviewed the mortgage application and determined that the actors misrepresented their assets and income to the mortgage company. The mortgage application shows a monthly gross income for Daniel Pompa as \$61,650.00. A review of Daniel Pompa's bank statements during the relevant time period did not show a monthly gross income for Daniel Pompa of \$61,650.00. A review of a previous year's Federal Income Tax Returns for Pompa Health Solutions, LLC showed \$92,550.00 Ordinary Business Income on the Schedule K-1 for Dr. Daniel Pompa. A review of a the same year's U.S. Individual Income Tax Return Form 1040 for Daniel and Merily Pompa shows \$190,000.00 of Business Income. After reviewing the actors' Schedule K-1 and the Business Income line of the actors' Income Tax Return, this equates to a reported annual income of approximately \$282,550.00. After reviewing the actors' tax returns and bank deposits your Affiant asserts that Daniel Pompa does not have a monthly gross income of \$61,650.00 (which would equate to an annual gross income of \$739,800.00).

The loan application section for Assets (Checking or Savings), the actors indicated that they owned Northern Trust account with a balance of \$1,543,428.07. Your Affiant determined that the Northern Trust account is the "Lisa Young Trust" which was established for the benefit of the victims. The Declarations section of the loan application asks, "Is any part of the down payment borrowed?". The actors answered "No" to this question. However, records reviewed by your Affiant show that approximately \$255,000.00 was paid to Seven Springs for this property directly from Northern Trust account which is the Lisa Young Trust Account. Your Affiant asserts that funds in this Trust and funds transferred out of this Trust were subject to a fiduciary duty, not the actors' own property. Your Affiant asserts that the actors secured a mortgage on the Seven Springs townhouse with misrepresented income and assets. The actors represented the assets of the victims' Trust Fund as if they were their own in order to help finance the Seven Springs townhouse costing \$984,177.00.

Your Affiant reviewed the Lisa Renee Young and Leslie John Young Trust bank account records and the First & Final Accounting filed on behalf of the actors' in Orphans Court

Division, the Court of Common Pleas of Allegheny County, Pennsylvania, on or about February 5, 2010 and noted that the actors withdrew \$458,172.29 from the Trusts as shown below purportedly to purchase, construct and furnish the Seven Springs Townhouse Unit 63 at 482 Southwind at Lake Tahoe. The actors placed the title to the townhouse in their own names pursuant to a real estate closing that took place April 23, 2008 at Citizens Settlement Services 1201 S. Braddock Avenue, Pittsburgh, PA 15218:

TABLE #3 Actors withdrawals from Trusts for their Seven Springs Townhouse

<u>Date</u>	<u>Amount</u>	<u>Payee</u>
7/5/2005	\$ (29,750.00)	Seven Springs Farm *
8/5/2005	\$ (29,750.00)	Seven Springs Farm *
6/8/2006	\$ (12,450.00)	Dynamic Building Corp. Change Order
6/8/2006	\$ (12,450.00)	Dynamic Building Corp. Change Order
12/21/2006	\$ (29,750.00)	Seven Springs Farm Inc
5/18/2007	\$ (45,000.00)	Seven Springs Farm Inc
7/6/2007	\$(170,000.00)	Seven Springs Farm Inc **
7/18/2007	\$ (2,000.00)	Cash (Seven Springs)
7/23/2007	\$ (1,700.00)	Better Homes Interior Design
11/30/2007	\$ (15,000.00)	FLOORING - Merily Pompa
1/11/2008	\$ (1,649.60)	Better Homes Interior Design
1/11/2008	\$ (528.94)	Seven Springs Farm Inc
1/14/2008	\$ (6,360.00)	Jeffrey Greene
1/14/2008	\$ (3,377.10)	Green Building Supply
1/24/2008	\$ (6,464.15)	Green Building Supply
2/14/2008	\$ (15,194.31)	Carlisle Wide Plank Floors
2/14/2008	\$ (7,982.75)	Bose Home Theater
2/14/2008	\$ (2,072.55)	Washer & Dryer
2/25/2008	\$ (6,360.00)	Jeffrey Greene
2/26/2008	\$ (284.08)	Bose Home Theater
4/30/2008	\$ (4,380.00)	Guardian Protection Services
6/4/2008	\$ (10,000.00)	Ohio Valley Lumber
6/4/2008	\$ (1,696.00)	Jeffrey Greene
6/10/2008	\$ (2,402.74)	Carlisle Wide Plank Floors
7/3/2008	\$ (15,675.41)	Home Theater System
7/15/2008	\$ (5,300.00)	Ohio Valley Lumber
8/12/2008	\$ (3,335.87)	Green Building Supply
8/12/2008	\$ (2,133.00)	Wood Floor Designs
8/27/2008	\$ (9,942.00)	Seven Springs Farm Inc
9/10/2008	\$ (5,183.79)	Ohio Valley Lumber

Total Trust Funds : \$(458,172.29)

withdrawn for Seven
Springs Townhouse

* - These funds were withdrawn from the victims' Trust Funds and channeled through the actors' personal National City Bank checking account and thereafter paid to Seven Springs Farm.

** - The actors, through their attorney Joan Shoemaker, Esq., reported in their First & Final Accounting filed in Orphans Court Division, the Court of Common Pleas of Allegheny County, Pennsylvania, on or about February 5, 2010, that the July 6, 2007 payment to Seven Springs Farm Inc was for \$5,000.00 and not for the actual amount of \$170,000.00.

A review of the proposed settlement records by your Affiant shows that the actors were to receive a cash refund through the townhouse real estate closing, which in fact occurred after the closing and your Affiant was able to trace the net amount of \$102,165.83 on or about April 24, 2008 to the actors' personal National City Bank account. These funds were diverted from the Trust by the actors. The actors were able to conceal this transaction from disclosure on the HUD-1 Settlement Sheet by asking for the refund directly from the Seven Springs building company. A review of those bank records by your Affiant shows the actors used these refunded Trust Fund monies to pay various personal debts and personal expenses as follows:

TABLE #4 Actors Payments with Refunded Trust Funds			
<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
4/24/2008	\$ (235.00)	Jim Janovayak	
4/25/2008	\$(10,000.00)	Randy Harrison	
4/25/2008	\$ (127.00)	NASE, Inc	
4/25/2008	\$ (700.00)	Bank of America	
4/28/2008	\$ (1,552.29)	Northwestern Mutual	
4/28/2008	\$ (27.00)	Eden Christian Academy	Field Trip
4/28/2008	\$ (117.48)	Armstrong	
4/28/2008	\$(43,734.40)	Cash	Citizens Bank
4/28/2008	\$ (800.00)	Fifth Third Bank	
4/28/2008	\$ (27.23)	Commonwealth of PA	
4/28/2008	\$(10,030.39)	Citi Card Payment	
4/28/2008	\$ (621.74)	ACS	
4/28/2008	\$(12,667.00)	American Express	
4/28/2008	\$ (266.55)	Dirty Harrys Bicycles	
4/28/2008	\$ (183.13)	East End Food Co-Op	
4/28/2008	\$ (75.00)	Robert J and D	
4/28/2008	\$ (65.00)	Northway Christian Community	

4/29/2008 \$ (100.00)
 4/29/2008 \$ (26.95)
 4/29/2008 \$ (172.38)
 4/29/2008 \$ (100.00)
 4/29/2008 \$ (1,705.00)
 4/29/2008 \$ (120.97)
 4/30/2008 \$ (260.23)
 5/1/2008 \$ (315.03)
 5/1/2008 \$ (375.00)
 5/1/2008 \$ (1,130.00)
 5/1/2008 \$ (234.13)
 5/1/2008 \$ (14.34)
 5/2/2008 \$ (175.00)
 5/2/2008 \$ (500.00)
 5/2/2008 \$ (240.00)

 5/2/2008 \$ (200.00)
 5/2/2008 \$ (60.00)
 5/2/2008 \$ (1,000.00)

 5/5/2008 \$ (5,000.00)

 5/5/2008 \$ (5,000.00)
 5/5/2008 \$ (1,652.10)
 5/5/2008 \$ (402.50)
 5/5/2008 \$ (860.13)
 5/5/2008 \$ (153.77)
 5/5/2008 \$ (65.00)
 5/6/2008 \$ (59.95)
 5/6/2008 \$ (200.00)
 5/6/2008 \$ (201.81)
 5/7/2008 \$ (400.00)
 5/7/2008 \$ (1,000.00)
 5/7/2008 \$ (2,000.00)
 5/7/2008 \$ (1,200.00)
 5/7/2008 \$ (1,000.00)
 5/7/2008 \$ (600.00)
 5/7/2008 \$ (500.00)
 5/7/2008 \$ (400.55)
 5/7/2008 \$ (500.00)
 5/7/2008 \$ (86.47)

The Leather Solution
 Guardian
 Consolidated Comm
 Retail Services
 Encompass Insurance
 Aladdins Eatery
 Citizen's Settlement
 Equitable Gas
 John Grady/Dan Kastner
 SBZW
 Whole Foods
 Festival Foods
 David Sauter
 True Value Appraisals
 Jim Janovayak

 Campus Crusade for Christ
 Christian's Studio
 Transfer to Savings

 ETC Custodian FBO Daniel
 ETC Custodian FBO Daniel
 Eden Christian Academy
 Golden Rule Ins
 White Flower Farm
 Whole Foods
 Northway Christian Community
 Guardian
 Christ Church at Grove
 East End Food Co-Op
 Northway Christian Community
 Northway Christian Community
 Northway Christian Community
 Northway Christian Community
 Northway Christian Community
 Northway Christian Community
 Northway Christian Community
 Mega Life
 200 Seven Fields
 White Flower Farm

Backstrom

 4000.00-77
 1000.00-76
 4000.00-77
 1000.00-76

 Southwind

5/7/2008	\$ (65.00)	Northway Christian Community
5/8/2008	\$ (4,244.71)	American Express
5/8/2008	\$ (409.34)	Penn Power
5/8/2008	\$ (629.20)	Lavish Kids

\$(113,688.22)

Based on the foregoing evidence and other evidence contained herein, your Affiant asserts that the actors unlawfully used the victims' Trust Fund monies to acquire the Southwind Townhouse in their own name, then unlawfully diverted \$102,165.83 of such funds to their personal National City Bank account which represented the refund of down payment monies and construction costs previously advanced by the actors with the victims' Trust Funds.

Your Affiant determined through a review of SEI and Fidelity Investments records that during the relevant time period the actors removed approximately \$250,000.00 from the victim children's Trust Funds to a separate SEI Investments account and placed it into the name of Daniel and Merily Pompa. Then, during the relevant time period, the funds were transferred from SEI Investments to Fidelity Investments and on or about May 26, 2009 Daniel and Merily Pompa had approximately \$248,853.35 of the victim's Trust Fund monies in a separate Fidelity Investments account in their own name. Your Affiant determined that the actors obtained a \$250,000.00 loan approval from NexTier Bank by utilizing this separate Fidelity Investments collateral account. \$230,000.00 of the subsequent loan proceeds were placed into the account of Pompa Health Solutions, LLC and within days \$94,400.34 was paid to Bank of America and \$99,804.03 was paid to Citizens Bank account number _____ which accounts represent the personal and business obligations of the actors.

Your Affiant has determined through a review of the actors' National City Bank accounts and NexTier Bank accounts, during the relevant time period, that they received approximately \$1,842,792.49 from the victims' Trust Accounts maintained at Northern Trust, SEI Investments (Paragon Wealth Management) and Fidelity Investments (BPU Investment Management). Records reviewed by your Affiant show the actors removed an additional \$250,000.00 from the Trust to establish a collateral account as set forth hereinafter. The total removed by the actors from the Trust Accounts approximates \$2,091,645.84. Your Affiant also determined, through a review of the actors' National City Bank accounts and NexTier Bank accounts, that they received approximately \$184,784.00 of Social Security payments belonging to the victims.

Based on a review of NexTier Bank records obtained pursuant to a valid search warrant, your Affiant determined that during the relevant time period the actors removed \$15,000.00 per month of victims' Trust Fund money and transferred it to their personal bank accounts. These personal accounts were utilized to disburse funds to numerous vendors and for various accounts of the Pompas, including but not limited to: Northwest Savings Bank, Wells Fargo Home Mortgage, Mercedes Benz Auto, Chase Auto, American Express, Fifth Third Bank and Dirty Harry's Bicycles.

Your Affiant learned through a review of various financial records that Daniel and Merily Pompa utilized the victim children's Trust Funds for their own personal expenses and the expenses of their other children. The following are examples of expenses made utilizing the Children's Trust Fund monies during the relevant time period:

TABLE #5

Actors' Expenses

<u>Payee</u>	<u>Amount</u>
1. ACS (Affiliated Computer Services)	\$ 36,974.96
2. American Express	\$532,871.59
3. Avant Gardening	\$ 15,615.63
4. Bank of America	\$ 52,479.22
5. Barial Toyota Scion	\$ 239.83
6. Bobby Rahal Motorcar	\$ 9,540.75
7. Brooks Diamonds	\$ 527.30
8. Capristo International	\$ 3,566.00
9. Carl W. Herman Furs	\$ 3,231.25
10. Chase	\$102,687.47
11. Ciccarelli Landscaping	\$ 4,755.00
12. Citi Card	\$ 12,755.39
13. Cranberry Township	\$ 4,899.73
14. Daimler Chrysler	\$ 14,467.18
15. Derek Grieco	\$ 5,053.00
16. Discover	\$ 20,709.70
17. Divi Resort	\$ 5,984.21
18. Eden Christian Academy	\$ 73,076.21
19. Encompass Insurance	\$ 16,958.64
20. FIA Card Services	\$ 30,464.55
21. Fifth Third Bank	\$ 34,394.30
22. First Commonwealth	\$ 50,431.69
23. First Horizon HL	\$ 29,370.75
24. Forest Knoll Estate Homeowners	\$ 1,005.00
25. GNC	\$ 466.18
26. Golden Rule Insurance	\$ 19,860.80
27. Green Building Supply	\$ 15,221.87
28. Image Nails	\$ 2,576.00
29. IRS/US Dept. of Treasury	\$ 17,261.89
30. Juniper Bank	\$ 13,719.18
31. Magisterial District	\$ 581.50
32. Mercedes Benz Financial	\$ 26,025.48
33. National Association of the Self Employed (NASE)	\$ 959.00
34. National City	\$ 54,269.02
35. North Park Manor Owners	\$ 1,440.00

36. Northway Christian Community	\$110,938.28
37. Northwest Savings Bank	\$ 83,054.30
38. Northwestern Mutual	\$ 24,926.86
39. Online Continuing Ed	\$ 439.00
40. Owl Cleaners	\$ 2,302.41
41. Oxford Athletic Club	\$ 5,114.11
42. PA Department of Revenue	\$ 23,183.49
43. Retail Services (HSBC)	\$ 23,652.04
44. Ruby's Cleaners	\$ 611.20
45. Rodney Duster	\$ 33,572.00
46. Saks Fifth Avenue	\$ 49,842.32
47. Schoeneman Beauty Supply	\$ 525.10
48. Southwind Homeowners	\$ 5,843.67
49. Sovereign Bank	\$194,865.82
50. Spitzer Toyota	\$ 1,049.36
51. The Home Depot	\$ 4,632.06
52. Vector Security	\$ 741.19
53. Wells Fargo	\$331,436.56
54. Wine & Spirits	\$ 254.78
55. Withdrawal - Merily Pompa	\$ 6,315.00
56. Utilities	\$ 85,313.72
57. Gasoline	\$ 11,943.98
58. Groceries	\$ 66,776.20
59. Tax Collectors	\$ 9,747.31

Your Affiant notes a further example of the actors' utilizing Trust Funds for their expenses is the \$532,871.59 paid to American Express. The actors' American Express account was reviewed by your Affiant and the following are examples of credit card activity during the relevant time period:

TABLE #6 Actors' American Express Expenses

<u>Source/Vendor</u>	<u>Amount</u>
Whole Foods (Total)	\$ 31,381.60
Airlines (Total)	\$ 30,241.31
Hilton (Total)	\$ 15,982.56
East End Food Co-op (Total)	\$ 11,529.03
Muse Kid Couture (Total)	\$ 11,296.78
Feathers (Total)	\$ 10,010.81
Mannatech Inc (Total)	\$ 9,781.97
Oilily (Total)	\$ 9,507.23
Neiman Marcus (Total)	\$ 8,228.38
Beyond A Century (Total)	\$ 6,156.79
Body by God (Total)	\$ 5,994.94
Oxford Athletic (Total)	\$ 5,950.56

Nirvana Safe Haven (Total)

\$ 5,015.00

Your Affiant asserts that a review of relevant records indicate that the actors utilized the victims' Trust Fund as if it was their own as detailed by the many personal payments made with the victims' Trust Fund money and as detailed by the actor's (Merily Pompa) unsolicited statements to your Affiant and Detective Patricia Copanzzzi as follows, "I knew something was wrong because we did not get our money ... We get \$15,000.00 a month from BPU Investments ... We have bills that are due in the beginning of every month and we need that money ... We need to be able to pay our bills".

On January 3, 2005, the balance of the actors' personal National City Bank account was \$3,453.97. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between January 4, 2005 and January 10, 2005. The balance in the actors' personal account on January 10, 2005 was \$3,154.44. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

1/4/2005	Check	2651	\$ (50.00)	
1/4/2005	Debit		\$ (201.47)	Whole Foods
1/4/2005	Debit		\$ (123.79)	Lucca Ristorante
1/4/2005	Debit		\$ (59.45)	USPS
1/5/2005	Check	2691	\$ (85.00)	Christian's Studio
1/5/2005	Check	2701	\$ (94.00)	Duquesne Light Company
1/5/2005	Debit		\$ (15.02)	Ruby's Cleaners
1/5/2005	Debit		\$ (445.24)	Golden Rule Ins
1/5/2005	Debit		\$ (212.71)	Whole Foods
1/6/2005	Debit		\$ (47.49)	Pennysaver
1/6/2005	Debit		\$ (36.00)	Exxon Mobile
1/7/2005	Check	2694	\$ (5,363.85)	Sovereign Bank
1/7/2005	Check	2697	\$ (451.48)	First Horizon HL
1/7/2005	Check	2703	\$ (208.12)	Penn Power
1/7/2005	Debit		\$ (1,757.70)	First Horizon HL
1/10/2005	Check	2693	\$ (500.00)	Springer Bush & Perry PC
1/10/2005	Check	2696	\$ (250.00)	Retail Services
1/10/2005	Check	2698	\$ (2,634.58)	Bank of America
1/10/2005	Check	2699	\$ (1,469.16)	Design Co
1/10/2005	Check	2709	\$ (129.00)	Mallory Fisher
1/10/2005	Check	2712	\$ (312.00)	Children's House of Oakmont
1/10/2005	Debit		\$ (286.88)	Nisource
1/10/2005	Debit		\$ (223.81)	Whole Foods
1/10/2005	Debit		\$ (114.36)	La Cucina Dolce
1/10/2005	Debit		\$ (100.00)	10646 Perry Hgwy

1/10/2005	Debit	\$ (48.23)	Festival Foods
1/10/2005	Debit	\$ (46.44)	CVS
1/10/2005	Debit	\$ (33.75)	Sunoco
		<u>\$(15,299.53)</u>	

On February 1, 2005, the balance of the actors' personal National City Bank account was \$1,467.24. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$77,000.00 from the victims' trust account and also received \$2,728.00 of Social Security Income on behalf of the victims between February 2, 2005 and February 25, 2005. The balance in the actors' personal account on February 25, 2005 was \$4,768.84. The actors received \$8,100.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

2/2/2005	Check	2724	\$ (621.74)	ACS
2/2/2005	Debit		\$ (212.14)	Whole Foods
2/2/2005	Debit		\$ (173.84)	East End Food Co-Op
2/3/2005	Check	2675	\$ (176.55)	Avant Gardening
2/3/2005	Check	2741	\$ (1,862.76)	Bank of America
2/3/2005	Check	2746	\$ (5,363.85)	Sovereign Bank
2/3/2005	Debit		\$ (300.00)	Richland Mall Cnt
2/4/2005	Check	2743	\$ (466.02)	First Horizon Equity Lending
2/4/2005	Check	2744	\$ (411.64)	Sam's Club
2/4/2005	Debit		\$ (1,793.96)	American Express
2/4/2005	Debit		\$ (1,757.70)	First Horizon HL
2/7/2005	Check	2733	\$ (158.00)	Ginny Schoenman
2/7/2005	Check	2737	\$ (87.67)	Verizon Wireless
2/7/2005	Check	2745	\$ (73.23)	Verizon Wireless
2/7/2005	Debit		\$ (138.00)	Derek P Grieco
2/7/2005	Debit		\$ (65.00)	Northway Christian
2/7/2005	Debit		\$ (445.24)	Golden-Rule Ins
2/7/2005	Debit		\$ (38.90)	Sunoco
2/7/2005	Debit		\$ (38.00)	Exxon Mobile
2/8/2005	Debit		\$ (251.46)	Whole Foods
2/8/2005	Debit		\$ (120.73)	East End Food Co-Op
2/9/2005	Check	2748	\$ (500.00)	Township of Pine EIT Collections
2/9/2005	Debit		\$ (142.27)	Target
2/9/2005	Debit		\$ (18.08)	Whole Foods
2/10/2005	Check	2753	\$ (95.94)	West View Water Authority
2/10/2005	Check	2755	\$ (54.15)	Sewer Revenue Fund
2/11/2005	Check	2756	\$ (105.00)	Sheldon Widlan MD PC

2/11/2005	Check	2759	\$ (206.23)	Penn Power
2/11/2005	Debit		\$ (302.00)	101 Wexford Bayne
2/14/2005	Check	2754	\$ (50.00)	Best Buy
2/14/2005	Check	2764	\$ (55.00)	Public Parking Authority of Pgh
2/14/2005	Debit		\$ (85.00)	Christians Studio
2/14/2005	Debit		\$ (46.00)	Capristo International
2/14/2005	Debit		\$ (339.38)	Whole Foods
2/14/2005	Debit		\$ (148.61)	Whole Foods
2/14/2005	Debit		\$ (36.96)	BP Oil
2/14/2005	Debit		\$ (19.46)	Girasole
2/15/2005	Check	2762	\$ (120.00)	Brian Buzzard
2/15/2005	Check	2765	\$ (147.00)	Oxford Athletic Club
2/15/2005	Debit		\$ (113.11)	Sonoma Grille
2/16/2005	Check	2734	\$ (350.00)	Northway Christian Community
2/16/2005	Check	2749	\$ (350.00)	Northway Christian Community
2/16/2005	Check	2751	\$ (44.00)	AAA
2/16/2005	Check	2758	\$ (350.00)	Northway Christian Community
2/16/2005	Debit		\$ (129.36)	East End Food Co-Op
2/16/2005	Debit		\$ (99.46)	Aladdins Eatery
2/16/2005	Debit		\$ (37.20)	Sunoco
2/17/2005	Check	2757	\$ (1,000.00)	Saks Fifth Avenue
2/17/2005	Check	2763	\$ (1,389.96)	Saks Fifth Avenue
2/17/2005	Debit		\$ (80.00)	Zarra's
2/18/2005	Debit		\$ (300.00)	5601 Walnut Street
2/18/2005	Debit		\$ (206.26)	East End Food Co-Op
2/18/2005	Debit		\$ (100.00)	5601 Walnut Street
2/18/2005	Debit		\$ (100.00)	5601 Walnut Street
2/18/2005	Debit		\$ (38.30)	Sheetz
2/18/2005	Debit		\$ (2.00)	Cash Reserve Line of Credit Fee
				Non-National City ATM Activity
2/18/2005	Debit		\$ (4.50)	Fee
2/22/2005	Check	2750	\$ (180.83)	Chem Dry
2/22/2005	Check	2752	\$ (309.00)	Children's House of Oakmont
2/22/2005	Check	2769	\$ (55.00)	Brian Buzzard
2/22/2005	Debit		\$ (65.00)	Northway Christian
2/22/2005	Debit		\$ (39.30)	Schoeneman Beauty Supply
2/22/2005	Debit		\$ (354.89)	Columbia Gas
2/22/2005	Debit		\$ (107.41)	Giant Eagle
2/22/2005	Debit		\$ (86.00)	Zarra's
2/22/2005	Debit		\$ (64.44)	The Home Depot
2/22/2005	Debit		\$ (54.19)	Toys R Us

2/22/2005	Debit		\$ (39.67)	BP Oil
2/23/2005	Check	2761	\$ (126.00)	Ginny Schoenman
2/23/2005	Check	2768	\$ (54.00)	Jen Breault
2/23/2005	Check	2771	\$ (749.00)	Ron Gargasz
2/23/2005	Check	2772	\$ (30.00)	Ron Gargasz
				North Pittsburgh Telephone
2/23/2005	Check	2779	\$ (123.94)	Company
2/23/2005	Debit		\$ (400.00)	301 Grant Street
2/24/2005	Check	2774	\$ (63.60)	Laurel Awning Company
2/24/2005	Debit		\$ (131.00)	Capristo International
2/24/2005	Debit		\$ (100.05)	Whole Foods
2/25/2005	Check	2767	\$ (1,225.99)	First Commonwealth Bank
2/25/2005	Check	2773	\$ (700.00)	Chase Automotive
2/25/2005	Check	2783	\$ (756.84)	JC Smith
2/25/2005	Check	2785	\$ (56,103.09)	Merily Pompa
2/25/2005	Check	2786	\$ (500.00)	CASH
2/25/2005	Debit		\$ (385.50)	Organic Pastures Dairy Co
			<u>\$ (84,526.40)</u>	

On March 2, 2005, the balance of the actors' personal National City Bank account was \$1,203.71. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$18,800.00 from the victims' trust account and also received \$2,728.00 of Social Security Income on behalf of the victims between March 3, 2005 and March 29, 2005. The balance in the actors' personal account on March 29, 2005 was \$1,946.98. The actors received \$12,669.54 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

3/3/2005	Check	2706	\$ (45.00)	Avant Gardening
3/3/2005	Check	2787	\$ (621.74)	ACS
3/3/2005	Debit		\$ (25.00)	Capristo International
3/3/2005	Debit		\$ (1,013.06)	Asstd Phone Payment to Visa
3/3/2005	Debit		\$ (152.17)	Festival Foods
3/4/2005	Check	2800	\$ (139.52)	McCandless Township Sanitary
3/4/2005	Debit		\$ (3,000.00)	Asstd Phone Payment to Visa
3/7/2005	Check	2790	\$ (25.00)	Eden Christian Academy
3/7/2005	Check	2791	\$ (155.00)	Brian Buzzard
3/7/2005	Check	2792	\$ (309.00)	Children's House of Oakmont
3/7/2005	Debit		\$ (85.00)	Christians Studio
3/7/2005	Debit		\$ (65.00)	Northway Christian
3/7/2005	Debit		\$ (29.54)	Schoeneman Beauty Supply

3/7/2005	Debit		\$ (5,000.00)	American Express
3/7/2005	Debit		\$ (445.24)	Golden Rule Ins
3/7/2005	Debit		\$ (40.00)	BP Oil
3/8/2005	Check	2797	\$ (151.41)	First Energy
3/8/2005	Check	2798	\$ (77.55)	Verizon Wireless
3/8/2005	Check	2801	\$ (4,263.87)	Bank of America
3/8/2005	Check	2803	\$ (24.95)	Vector Security
3/8/2005	Check	2805	\$ (1,225.99)	First Commonwealth Bank
3/9/2005	Check	2770	\$ (59.90)	Scholastic Book Club
3/9/2005	Check	2799	\$ (100.00)	Wells Fargo
3/9/2005	Check	2802	\$ (157.00)	Oxford Athletic Club
3/9/2005	Check	2804	\$ (200.00)	Best Buy Inc
3/9/2005	Debit		\$ (89.85)	Top Carrot, Colebay, AN
3/10/2005	Debit		\$ (60.00)	Cellular One Communication
3/10/2005	Debit		\$ (845.25)	Columbia Gas
3/11/2005	Check	2793	\$ (5,363.85)	Sovereign Bank
3/11/2005	Debit		\$ (42.03)	Food World/Colebay, AN
3/14/2005	Check	2760	\$ (60.00)	Eden Christian Academy
3/14/2005	Debit		\$ (179.49)	Food World/Colebay, AN
3/14/2005	Debit		\$ (50.00)	Cellular One Communication
3/14/2005	Debit		\$ (39.65)	Le Village St Martin
3/15/2005	Debit		\$ (87.68)	Lea Marine St Martin
3/16/2005	Debit		\$ (110.00)	Julina's St Maarten
3/16/2005	Debit		\$ (86.15)	Food World/Colebay, AN
3/16/2005	Debit		\$ (81.00)	Beach & Co St Martin
3/16/2005	Debit		\$ (69.00)	Beach & Co St Martin
3/16/2005	Debit		\$ (62.00)	Sea Sun and Scuba St Maarten
3/16/2005	Debit		\$ (30.00)	Baby Blue St Martin
3/16/2005	Debit		\$ (81.06)	Les Boucaniers St Martin
3/17/2005	Debit		\$ (70.69)	Food Express St Maarten
3/17/2005	Debit		\$ (54.00)	Beach & Co St Martin
3/17/2005	Debit		\$ (14.96)	French Pharmacies St Maarten
3/17/2005	Debit		\$ (11.85)	Simpson Bay Pharmacy St Maarten
3/17/2005	Debit		\$ (143.00)	La Samana Restaurant St Martin
3/17/2005	Debit		\$ (82.00)	Top Carrot, Colebay, AN
3/18/2005	Debit		\$ (110.00)	Sexy Fruits Grand Case, AN
3/18/2005	Debit		\$ (46.61)	Food Express St Maarten
3/18/2005	Debit		\$ (500.00)	RBTT Bank St Maarten
3/18/2005	Debit		\$ (137.00)	Insieme Sarl St Martin
3/21/2005	Debit		\$ (133.72)	Histoire D Homme St Martin
3/21/2005	Debit		\$ (100.00)	Fashion District Italian St Maarten

3/21/2005	Debit		\$ (70.04)	Food World/Colebay, AN
3/21/2005	Debit		\$ (53.00)	Sarl Alexanne/V.I.P. St Martin
3/21/2005	Debit		\$ (200.00)	WIB Prinses Julian, St Maarten
3/21/2005	Debit		\$ (135.14)	East End Food Co-Op
3/21/2005	Debit		\$ (100.65)	Toys R Us
3/21/2005	Debit		\$ (99.62)	Don Camillo St Martin
3/21/2005	Debit		\$ (16.94)	Dicks Clothing
3/22/2005	Check	2808	\$ (2,000.00)	CASH
3/23/2005	Check	2806	\$ (463.77)	Ron Gargas
3/23/2005	Debit		\$ (103.50)	Pgh Airport Prkng
3/23/2005	Debit		\$ (103.00)	Peppermint Bay St Maarten
3/23/2005	Debit		\$ (49.17)	ABC Photo
3/23/2005	Debit		\$ (45.73)	Food Express St Maarten
3/23/2005	Debit		\$ (148.00)	Restaurant Le Santal St Maarten
3/23/2005	Debit		\$ (10.00)	Auto Payment To Cash Reserve
3/23/2005	Debit		\$ (2.00)	Cash Reserve Line of Credit Fee
3/23/2005	Debit		\$ (3.00)	Non-National City ATM Activity
3/23/2005	Debit		\$ (72.92)	Fee
3/24/2005	Debit		\$ (160.00)	Eckerd Corporation
3/25/2005	Check	2809	\$ (245.00)	Oakland Periodontal Assoc
3/25/2005	Check	2810	\$ (113.70)	David Kramarik
3/25/2005	Debit		\$ (75.00)	Zarra's
3/28/2005	Check	2778	\$ (220.00)	Waterworks
3/28/2005	Check	2807	\$ (130.15)	Brian Buzzard
3/28/2005	Check	2816	\$ (302.00)	North Pittsburgh Phone Company
3/28/2005	Debit		\$ (214.50)	101 Wexford Bayne
3/28/2005	Debit		\$ (49.55)	Whole Foods
3/28/2005	Debit		\$ (42.35)	Whole Foods
3/28/2005	Debit		\$ (10.52)	Sunoco
3/29/2005	Check	2811	\$ (137.33)	Festival Foods
3/29/2005	Check	2814	\$ (1,308.20)	American Home Shield
3/29/2005	Check	2815	\$ (428.00)	First Commonwealth Bank
3/29/2005	Debit		\$ (100.00)	Encompass
3/29/2005	Debit		\$ (89.71)	The Home Depot
			<u>\$(33,454.27)</u>	East End Food Co-Op

On April 3, 2005, the balance of the actors' personal National City Bank account was \$4,005.64. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$22,200.00 from the victims' trust account and also received \$2,728.00 of Social Security Income on behalf of the victims between April 4,

2005 and April 18, 2005. The balance in the actors' personal account on April 18, 2005 was \$2,330.51. The actors received \$3,575.09 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

4/4/2005	Check	2821	\$ (1,377.72)	Saks Fifth Avenue
4/4/2005	Check	2822	\$ (76.91)	Verizon Wireless
4/4/2005	Check	2823	\$ (80.44)	Verizon Wireless
4/4/2005	Debit		\$ (65.00)	North Way Christian
4/4/2005	Debit		\$ (239.09)	Sonoma Grille
4/4/2005	Debit		\$ (165.73)	East End Food Co-Op
4/4/2005	Debit		\$ (123.47)	Dicks Clothing
4/4/2005	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
4/4/2005	Debit		\$ (43.50)	Rudolph Aut
4/4/2005	Debit		\$ (42.00)	Exxon Mobile
4/5/2005	Check	2825	\$ (120.00)	Brian Buzzard
4/5/2005	Debit		\$ (93.23)	Pennsylvania Macaroni
4/5/2005	Debit		\$ (445.24)	Golden Rule Ins
4/5/2005	Debit		\$ (270.95)	Whole Foods
4/5/2005	Debit		\$ (44.50)	Toys R Us
4/6/2005	Check	2824	\$ (309.00)	Children's House of Oakmont
4/6/2005	Debit		\$ (213.31)	Dicks Clothing
4/6/2005	Debit		\$ (169.99)	Giant Eagle
4/7/2005	Check	2829	\$ (5,431.78)	Bank of America
4/7/2005	Check	2832	\$ (24.95)	Vector Security
4/7/2005	Check	2834	\$ (73.27)	Penn Power
4/7/2005	Debit		\$ (41.30)	Sheetz
4/8/2005	Check	2828	\$ (50.00)	Retail Services
4/8/2005	Debit		\$ (464.88)	Columbia Gas
4/8/2005	Debit		\$ (130.96)	East End Food Co-Op
4/8/2005	Debit		\$ (128.13)	Whole Foods
4/8/2005	Debit		\$ (23.52)	Pet Supplies
4/11/2005	Check	2830	\$ (1,400.00)	Chase Automotive
4/11/2005	Debit		\$ (65.00)	North Way Christian
4/11/2005	Debit		\$ (502.00)	101 Wexford Bayne
4/11/2005	Debit		\$ (413.32)	Whole Foods
4/12/2005	Check	2831	\$ (100.00)	Wells Fargo
4/12/2005	Check	2835	\$ (199.00)	Camp Invention
4/12/2005	Check	2836	\$ (17.90)	Janet Seagrave
4/12/2005	Check	2838	\$ (100.00)	Brian Buzzard
4/12/2005	Debit		\$ (85.00)	Christians Studio

4/12/2005	Debit		\$ (148.86)	Giant Eagle
4/12/2005	Debit		\$ (44.25)	Sheetz
4/13/2005	Check	2826	\$ (200.00)	Northway Christian Community
4/13/2005	Check	2827	\$ (5,363.85)	Sovereign Bank
4/13/2005	Debit		\$ (43.95)	Exxon Mobile
4/14/2005	Check	2837	\$ (200.00)	Esther McAfee
4/15/2005	Check	2842	\$ (41.00)	Dr. Derek Grieco
4/15/2005	Debit		\$ (270.18)	Whole Foods
4/15/2005	Debit		\$ (200.00)	5853 Ellsworth Avenue
4/15/2005	Debit		\$ (151.90)	East End Food Co-Op
4/18/2005	Check	2841	\$ (120.00)	Brian Buzzard
4/18/2005	Check	2843	\$ (264.50)	Oxford Athletic Club
4/18/2005	Debit		\$ (144.00)	Capri International
4/18/2005	Debit		\$ (9,254.64)	American Express Check Payment
4/18/2005	Debit		\$ (500.00)	10646 Perry Hgwy
			<u>\$(30,178.22)</u>	

On May 2, 2005, the balance of the actors' personal National City Bank account was \$1,942.29. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between May 3, 2005 and May 12, 2005. The balance in the actors' personal account on May 12, 2005 was \$687.46. The actors received \$2,541.74 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

5/3/2005	Check	2865	\$ (641.56)	Sam's Club
5/3/2005	Check	2870	\$ (1,308.20)	First Commonwealth Bank
5/3/2005	Debit		\$ (74.89)	Spectrum Group
5/3/2005	Debit		\$ (281.20)	East End Food Co-Op
5/3/2005	Debit		\$ (183.75)	Asstd Phone Payment to Reserve
5/3/2005	Debit		\$ (67.74)	East End Food Co-Op
5/4/2005	Check	2840	\$ (40.00)	Northway Christian Community
5/4/2005	Check	2846	\$ (200.00)	Northway Christian Community
5/4/2005	Check	2872	\$ (71.78)	Verizon Wireless
5/4/2005	Check	2873	\$ (92.56)	Verizon Wireless
5/4/2005	Check	2876	\$ (35.36)	Vogel Disposal
5/4/2005	Check	2878	\$ (275.00)	Northway Christian Community
5/4/2005	Debit		\$ (65.00)	North Way Christian
5/4/2005	Debit		\$ (100.00)	The Home Depot
5/5/2005	Debit		\$ (4.95)	Filtered Internet Service
5/5/2005	Debit		\$ (445.24)	Golden Rule Ins

5/5/2005	Debit		\$ (361.79)	Whole Foods
5/5/2005	Debit		\$ (69.71)	Whole Foods
5/5/2005	Debit		\$ (37.00)	Exxon Mobile
5/6/2005	Check	2875	\$ (120.00)	Ed Ochling
5/6/2005	Debit		\$ (124.98)	GNC
5/9/2005	Check	2869	\$ (55.43)	Rosemary Craft
5/9/2005	Check	2879	\$ (5,075.31)	American Express
5/9/2005	Check	2881	\$ (180.00)	Brian Buzzard
5/9/2005	Check	2882	\$ (312.00)	Children's House of Oakmont
5/9/2005	Debit		\$ (432.59)	Muse Kid
5/9/2005	Debit		\$ (65.00)	North Way Christian
5/9/2005	Debit		\$ (502.00)	101 Wexford Bayne
5/9/2005	Debit		\$ (41.25)	BP Oil
5/10/2005	Check	2877	\$ (50.00)	Patty Sacehini
5/10/2005	Check	2880	\$ (5,519.62)	Sovereign Bank
5/10/2005	Check	2888	\$ (182.89)	First Energy
5/10/2005	Check	2889	\$ (100.00)	Retail Services
5/10/2005	Debit		\$ (44.44)	Spectrum Group
5/10/2005	Debit		\$ (20.30)	Potpurri Hallmark
5/10/2005	Debit		\$ (14.25)	Blockbuster Video
5/10/2005	Debit		\$ (4.27)	Potpurri Hallmark
5/10/2005	Debit		\$ (184.65)	East End Food Co-Op
5/10/2005	Debit		\$ (49.05)	Bossa Nova
5/11/2005	Check	2883	\$ (99.00)	Clongen Laboratories
5/11/2005	Check	2887	\$ (623.14)	Tuscany Village Vacation
5/11/2005	Check	2890	\$ (101.58)	West View Water Authority
5/11/2005	Check	2891	\$ (65.00)	Quick Skills Soccer
5/11/2005	Debit		\$ (11.29)	Family Concepts Inc
5/11/2005	Debit		\$ (41.50)	Exxon Mobile
5/12/2005	Check	2868	\$ (37.00)	LifeTouch
5/12/2005	Check	2886	\$ (100.00)	Wells Fargo Financial
5/12/2005	Debit		\$ (35.00)	Capristo International
5/12/2005	Debit		\$ (249.30)	Whole Foods
			<u>\$ (18,796.57)</u>	

On May 30, 2005, the balance of the actors' personal National City Bank account was \$2,698.08. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$20,600.00 from the victims' trust account between May 31, 2005 and June 9, 2005. The balance in the actors' personal account on June 9, 2005 was \$364.71. The actors received \$2,500.00 of legitimate income during this time

period. During this period, the actors made the following payments from their personal National City Bank account:

5/31/2005	Check	2909	\$ (243.90)	Salon Dematteo
5/31/2005	Check	2912	\$ (64.00)	Eden Christian Academy
5/31/2005	Debit		\$ (80.34)	East End Food Co-Op
5/31/2005	Debit		\$ (65.00)	Capristo International
5/31/2005	Debit		\$ (28.00)	HD Dudt Bakery
5/31/2005	Debit		\$ (13.47)	Today's Market
5/31/2005	Debit		\$ (9.70)	Today's Market
5/31/2005	Debit		\$ (334.45)	Whole Foods
5/31/2005	Debit		\$ (200.00)	10646 Perry Hgwy
5/31/2005	Debit		\$ (63.57)	Toys R Us
5/31/2005	Debit		\$ (41.00)	Exxon Mobile
5/31/2005	Debit		\$ (40.30)	Exxon Mobile
5/31/2005	Debit		\$ (35.94)	Toys R Us
5/31/2005	Debit		\$ (14.83)	Toys R Us
6/1/2005	Check	2897	\$ (20.90)	Scholastic Book Club
6/1/2005	Check	2914	\$ (251.80)	Ron Gargas
6/1/2005	Check	2916	\$ (120.00)	Brian Buzzard
6/1/2005	Check	2919	\$ (55.00)	City of Pittsburgh
6/1/2005	Debit		\$ (56.94)	Spectrum Group
6/2/2005	Check	2903	\$ (147.00)	Oxford Athletic Club
6/2/2005	Check	2904	\$ (342.40)	Avant Gardening
6/2/2005	Debit		\$ (118.46)	East End Food Co-Op
6/2/2005	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
6/3/2005	Check	2920	\$ (1,040.00)	Camp Deer Creek
6/3/2005	Check	2929	\$ (274.67)	American Home Shield
6/3/2005	Check	2930	\$ (1,308.20)	First Commonwealth
6/3/2005	Debit		\$ (207.81)	Whole Foods
6/3/2005	Debit		\$ (137.98)	Festival Foods
6/6/2005	Check	2896	\$ (13.85)	Scholastic Book Club
6/6/2005	Check	2922	\$ (1,000.00)	Chase Auto Finance
6/6/2005	Check	2924	\$ (500.00)	Township of Pine
6/6/2005	Check	2927	\$ (140.00)	Eden Christian Academy
6/6/2005	Check	2928	\$ (240.40)	Verizon Wireless
6/6/2005	Debit		\$ (109.09)	Spitzer Toyota
6/6/2005	Debit		\$ (65.00)	North Way Christian
6/6/2005	Debit		\$ (48.58)	ABC Photo
6/6/2005	Debit		\$ (33.36)	Schoeneman Beauty Supply
6/6/2005	Debit		\$ (225.03)	Whole Foods

6/6/2005	Debit		\$ (164.36)	Whole Foods
6/6/2005	Debit		\$ (101.50)	201 Freeport Road
6/6/2005	Debit		\$ (93.01)	Aladdins Eatery
6/6/2005	Debit		\$ (50.00)	The Home Depot
6/6/2005	Debit		\$ (4.80)	BP Oil
6/7/2005	Check	2933	\$ (60.00)	Brian Buzzard
6/7/2005	Debit		\$ (8,227.91)	American Express
6/7/2005	Debit		\$ (339.71)	Golden Rule Ins
6/7/2005	Debit		\$ (40.80)	BP Oil
6/8/2005	Check	2885	\$ (350.00)	Northway Christian Community
6/8/2005	Check	2915	\$ (500.00)	Northway Christian Community
6/8/2005	Check	2936	\$ (250.00)	Northway Christian Community
6/9/2005	Check	2923	\$ (1,552.29)	Northwestern Mutual
6/9/2005	Check	2925	\$ (5,519.62)	Sovereign Bank
6/9/2005	Check	2953	\$ (60.00)	Brian Buzzard
6/9/2005	Check	2954	\$ (128.40)	Appliance Service Ctr
6/9/2005	Debit		\$ (200.00)	10646 Perry Hgwy
			<u>\$(25,433.37)</u>	

On June 29, 2005, the balance of the actors' personal National City Bank account was \$1,768.52. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$95,000.00 from the victims' trust account and also received \$2,728.00 of Social Security Income on behalf of the victims between June 30, 2005 and August 11, 2005. The balance in the actors' personal account on August 11, 2005 was \$1,816.34. The actors received \$7,610.99 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

7/1/2005	Check	2979	\$ (128.95)	UNKNOWN
7/1/2005	Debit		\$ (9.90)	Filtered Internet Service
7/1/2005	Debit		\$ (93.82)	Giant Eagle
7/1/2005	Debit		\$ (73.12)	Best Buy
7/1/2005	Debit		\$ (45.00)	Sunoco
7/5/2005	Check	2964	\$ (1,421.55)	Saks Fifth Avenue
7/5/2005	Check	2967	\$ (1,225.99)	First Commonwealth Bank
7/5/2005	Check	2968	\$(29,750.00)	Seven Springs Farm
7/5/2005	Check	2971	\$ (621.74)	ACS
7/5/2005	Debit		\$ (254.66)	Leather Hideout by Perlor
7/5/2005	Debit		\$ (136.00)	Capristo International
7/5/2005	Debit		\$ (65.00)	Northway Christian
7/5/2005	Debit		\$ (3,000.00)	American Express

7/5/2005	Debit		\$ (300.00)	10646 Perry Hgwy
7/5/2005	Debit		\$ (171.49)	Whole Foods
7/5/2005	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
7/5/2005	Debit		\$ (82.21)	DirecTv
7/5/2005	Debit		\$ (65.81)	GNC
7/5/2005	Debit		\$ (58.00)	The Home Depot
7/5/2005	Debit		\$ (43.90)	BP Oil
7/6/2005	Check	2965	\$ (700.00)	Chase Automotive Finance
7/6/2005	Check	2975	\$ (1,308.20)	First Commonwealth Bank
7/6/2005	Check	2976	\$ (217.99)	Verizon Wireless
7/6/2005	Check	2977	\$ (136.45)	Penn Power
7/6/2005	Check	2978	\$ (250.00)	Retail Services
7/6/2005	Check	2980	\$ (5,519.62)	Sovereign Bank
7/6/2005	Check	2982	\$ (1,225.99)	First Commonwealth Bank
7/6/2005	Check	2986	\$ (88.90)	Owl Cleaner
7/6/2005	Check	2988	\$ (85.00)	Brian Buzzard
7/6/2005	Debit		\$ (339.71)	Golden Rule Ins
7/7/2005	Check	2974	\$ (1,000.00)	Chase Auto Finance
7/7/2005	Check	2984	\$ (192.60)	Avant Gardening
7/8/2005	Debit		\$ (104.60)	Festival Foods
7/11/2005	Check	2963	\$ (722.00)	Eden Christian Academy
7/11/2005	Check	2973	\$ (722.00)	Eden Christian Academy
7/11/2005	Check	2985	\$ (99.00)	RCI Prints
7/11/2005	Check	2989	\$ (120.00)	Brian Buzzard
7/11/2005	Check	2990	\$ (45.00)	CASH
7/11/2005	Check	3000	\$ (100.00)	Tommy Costa
7/11/2005	Debit		\$ (16.51)	ABC Photo
7/11/2005	Debit		\$ (402.00)	5600 Wm Flyn
7/11/2005	Debit		\$ (81.57)	Route 8 Shop
7/11/2005	Debit		\$ (46.45)	BP Oil
7/11/2005	Debit		\$ (43.00)	Exxon Mobile
7/11/2005	Debit		\$ (18.32)	Toys R Us
7/12/2005	Check	2998	\$ (20.00)	Mushrooms for Life
7/13/2005	Debit		\$ (341.99)	East End Food Co-Op
7/13/2005	Debit		\$ (154.67)	Whole Foods
7/14/2005	Check	2993	\$ (500.00)	National City Bank
7/14/2005	Debit		\$ (400.00)	10646 Perry Hgwy
7/14/2005	Debit		\$ (100.00)	Wells Fargo
7/14/2005	Debit		\$ (69.60)	USPS
7/15/2005	Check	2972	\$ (25.00)	Heather Courtner
7/15/2005	Check	2992	\$ (635.02)	Oxford Athletic Club

7/15/2005	Check	3003	\$ (25.00)	Heather Courtner
7/15/2005	Debit		\$ (170.00)	Derek P Grieco
7/15/2005	Debit		\$ (103.61)	Festival Foods
7/18/2005	Check	2996	\$ (60.00)	Ed Ochling
7/18/2005	Debit		\$ (65.00)	Northway Christian
7/18/2005	Debit		\$ (300.00)	10646 Perry Hgwy
7/18/2005	Debit		\$ (196.46)	Whole Foods
7/18/2005	Debit		\$ (171.29)	East End Food Co-Op
7/18/2005	Debit		\$ (59.33)	East End Food Co-Op
7/18/2005	Debit		\$ (47.50)	Sheetz
7/19/2005	Check	2999	\$ (38.00)	Alaina M. Biesinger
7/19/2005	Check	3002	\$ (120.00)	Brian Buzzard
7/19/2005	Check	3009	\$ (27.00)	Blackberry Meadows
7/19/2005	Check	3010	\$ (107.00)	Don Biesinger
7/19/2005	Debit		\$ (47.68)	ABC Photo
7/19/2005	Debit		\$ (75.58)	Columbia Gas
7/20/2005	Check	2957	\$ (100.00)	Jenna Matson
7/20/2005	Check	2991	\$ (30.00)	Maha Makhoul
7/20/2005	Check	2997	\$ (100.00)	Northway Christian Community
7/20/2005	Check	3001	\$ (100.00)	Mr. & Mrs. William Cole
7/20/2005	Check	3008	\$ (100.00)	Northway Christian Community
7/20/2005	Check	3011	\$ (20.00)	Mushrooms for Life
7/20/2005	Debit		\$ (39.07)	Festival Foods
7/21/2005	Check	3012	\$ (1,250.00)	PS Financial
7/21/2005	Debit		\$ (8.82)	ABC Photo
7/22/2005	Check	2970	\$ (100.00)	Frank Karkhko
7/22/2005	Debit		\$ (380.58)	Whole Foods
7/22/2005	Debit		\$ (1.00)	Enterprise Rent-A-Car
7/22/2005	Debit		\$ (3.00)	Cash Reserve Line of Credit Fee
7/22/2005	Debit		\$ (3.00)	Non-National City ATM Act. Fee
7/25/2005	Check	3004	\$ (700.00)	Chase Automotive Finance
7/25/2005	Check	3005	\$ (97.00)	Carl W. Herrmann
7/25/2005	Check	3013	\$ (50.00)	Heather Courtner
7/25/2005	Debit		\$ (65.00)	Northway Christian
7/25/2005	Debit		\$ (500.00)	10646 Perry Hgwy
7/25/2005	Debit		\$ (92.86)	Festival Foods
7/25/2005	Debit		\$ (50.45)	Gulf
7/25/2005	Debit		\$ (47.30)	BP Oil
7/26/2005	Check	3015	\$ (20.00)	Mushrooms for Life
7/27/2005	Debit		\$ (297.00)	Whole Foods
7/27/2005	Debit		\$ (77.86)	Target

7/28/2005	Check	3032	\$ (1,000.00)
7/28/2005	Debit		\$ (160.54)
7/28/2005	Debit		\$ (85.56)
7/29/2005	Check	3006	\$ (150.00)
7/29/2005	Check	3014	\$ (48.00)
7/29/2005	Debit		\$ (52.00)
8/1/2005	Check	3007	\$ (14.44)
8/1/2005	Check	3031	\$ (25.00)
8/1/2005	Debit		\$ (168.00)
8/1/2005	Debit		\$ (65.00)
8/1/2005	Debit		\$ (35.00)
8/1/2005	Debit		\$ (409.96)
8/1/2005	Debit		\$ (102.00)
8/1/2005	Debit		\$ (57.98)
8/1/2005	Debit		\$ (46.40)
8/2/2005	Check	3023	\$ (127.46)
8/2/2005	Check	3030	\$ (215.00)
8/2/2005	Check	3033	\$ (20.00)
8/2/2005	Debit		\$ (225.52)
8/2/2005	Debit		\$ (119.89)
8/2/2005	Debit		\$ (100.00)
8/2/2005	Debit		\$ (48.00)
8/2/2005	Debit		\$ (42.50)
8/4/2005	Check	3017	\$ (1,308.20)
8/4/2005	Check	3019	\$ (1,200.00)
8/4/2005	Check	3027	\$ (145.77)
8/4/2005	Check	3029	\$ (5,519.62)
8/5/2005	Check	2987	\$ (29,750.00)
8/5/2005	Check	3020	\$ (1,552.29)
8/5/2005	Check	3022	\$ (160.25)
8/5/2005	Check	3026	\$ (211.29)
8/5/2005	Debit		\$ (363.66)
8/5/2005	Debit		\$ (339.71)
8/5/2005	Debit		\$ (291.88)
8/5/2005	Debit		\$ (85.64)
8/5/2005	Debit		\$ (78.08)
8/8/2005	Check	3016	\$ (621.74)
8/8/2005	Check	3018	\$ (722.00)
8/8/2005	Check	3035	\$ (36.00)
8/8/2005	Debit		\$ (40.00)
8/9/2005	Debit		\$ (19.67)

CASH
 East End Food Co-Op
 East End Food Co-Op
 North Park Manor Owners
 Don Biesinger
 Derek P Grieco
 Eden Christian Academy
 Heather Coutner
 Christians Studio
 Northway Christian
 Capristo International
 Whole Foods
 Shoppers Pl Rte 8
 Giant Eagle
 Sunoco
 North Pittsburgh Phone Company
 Brian Buzzard
 Mushrooms for Life
 Whole Foods
 Festival Foods
 Pre-Auth Transfer to Savings
 BP Oil
 Sunoco
 First Commonwealth
 Saks Fifth Avenue
 Owl Cleaners
 Sovereign Bank
 Seven Springs Farm
 Northwestern Mutual
 Verizon Wireless
 First Energy
 Whole Foods
 Golden Rule Ins
 The Home Depot
 East End Food Co-Op
 DirecTv
 ACS
 Eden Christian Academy
 Commonwealth of PA
 Shell Oil
 Rite Aid

8/10/2005	Debit		\$ (30.20)	USPS
8/11/2005	Check	3039	\$ (125.00)	Emil Inc
8/11/2005	Debit		\$ (47.20)	Sunoco
			<u>\$(105,291.17)</u>	

On September 1, 2005, the balance of the actors' personal National City Bank account was \$961.47. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$2,728.00 of Social Security Income on behalf of the victims between September 2, 2005 and September 15, 2005. The balance in the actors' personal account on September 15, 2005 was \$5,653.38. The actors received \$2,078.52 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

9/1/2005	Debit		\$ (19.57)	Marshalls
9/2/2005	Debit		\$ (30.50)	Holcombs Know Place 15
9/2/2005	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
9/2/2005	Debit		\$ (30.07)	The Home Depot
9/6/2005	Check	3060	\$ (300.00)	Retail Services
9/6/2005	Check	3064	\$ (478.43)	Bank of America
9/6/2005	Check	3068	\$ (214.59)	Saks Fifth Avenue
9/6/2005	Check	3069	\$ (83.74)	Verizon Wireless
9/6/2005	Check	3072	\$ (781.10)	Avant Gardening
9/6/2005	Check	3073	\$ (24.95)	Vector Security
9/6/2005	Check	3074	\$ (60.00)	Ed Ochling
9/6/2005	Check	3075	\$ (35.36)	Vogel Disposal
9/6/2005	Debit		\$ (242.67)	Whole Foods
9/6/2005	Debit		\$ (65.00)	Northway Christian
9/6/2005	Debit		\$ (31.93)	ABC Photo
9/6/2005	Debit		\$ (500.00)	10646 Perry Hgwy
9/6/2005	Debit		\$ (486.55)	Whole Foods
9/6/2005	Debit		\$ (100.00)	WF Financial
9/6/2005	Debit		\$ (86.54)	DirecTV
9/6/2005	Debit		\$ (85.40)	Columbia Gas
9/6/2005	Debit		\$ (61.61)	BP Oil
9/7/2005	Check	3070	\$ (320.37)	Owl Cleaners
9/7/2005	Check	3077	\$ (34.00)	Rosemary Craft
9/7/2005	Debit		\$ (339.71)	Golden Rule Ins
9/7/2005	Debit		\$ (206.60)	East End Food Co-Op
9/8/2005	Check	3058	\$ (621.74)	ACS
9/8/2005	Check	3061	\$ (5,519.62)	Sovereign Bank

9/8/2005	Check	3066	\$ (1,000.00)	Chase
9/8/2005	Check	3078	\$ (150.00)	Northway Christian Community
9/8/2005	Check	3080	\$ (500.00)	Wallace Rd Partners
9/8/2005	Debit		\$ (117.19)	Giant Eagle
9/8/2005	Debit		\$ (20.97)	CVS
9/8/2005	Debit		\$ (13.88)	CVS
9/9/2005	Check	3063	\$ (140.00)	MPPC
9/12/2005	Debit		\$ (55.63)	Gatto Cycle Shop
9/12/2005	Debit		\$ (43.30)	ABC Photo
9/12/2005	Debit		\$ (332.05)	Whole Foods
9/13/2005	Check	3083	\$ (34.00)	Rosemary Craft
9/13/2005	Check	3084	\$ (176.00)	Island Breezes
9/13/2005	Debit		\$ (19.00)	HD. Dudt Bakery
9/13/2005	Debit		\$ (83.21)	Dicks Clothing
9/13/2005	Debit		\$ (60.00)	BP Oil
9/13/2005	Debit		\$ (50.00)	Sunoco
9/14/2005	Check	3082	\$ (100.00)	Northway Christian Community
9/14/2005	Debit		\$ (457.89)	Whole Foods
9/15/2005	Check	3062	\$ (722.00)	Eden Christian Academy
9/15/2005	Debit		\$ (72.22)	Festival Foods
9/15/2005	Debit		\$ (65.64)	Schoeneman North Hills
9/15/2005	Debit		\$ (61.15)	Ibiza
			<u>\$(15,114.61)</u>	

On October 3, 2005, the balance of the actors' personal National City Bank account was \$19,197.03. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between October 4, 2005 and October 11, 2005. The balance in the actors' personal account on October 11, 2005 was \$13,857.16. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

10/4/2005	Check	3108	\$ (1,552.29)	Northwestern Mutual
10/4/2005	Check	3112	\$ (3,400.00)	Frank Zokaite
10/4/2005	Check	3113	\$ (4,299.00)	Consignment Sales Corp.
10/4/2005	Debit		\$ (187.44)	Donald J. Pliner
10/4/2005	Debit		\$ (51.12)	Body By God Inc.
10/4/2005	Debit		\$ (26.00)	Pgh Airport Parking
10/4/2005	Debit		\$ (300.00)	10646 Perry Hgwy
10/4/2005	Debit		\$ (50.00)	Exxon Mobile
10/5/2005	Check	3116	\$ (44.00)	GSTC 496

10/5/2005	Debit		\$ (339.71)	Golden Rule Ins
10/5/2005	Debit		\$ (85.57)	GNC
10/5/2005	Debit		\$ (56.40)	Sheetz
10/6/2005	Check	3134	\$ (1,176.62)	Dave Smith
10/6/2005	Debit		\$ (227.68)	East End Food Co-Op
10/6/2005	Debit		\$ (119.63)	SW Randall Toy
10/6/2005	Debit		\$ (67.38)	The Electronic
10/6/2005	Debit		\$ (1.29)	Sheetz
10/7/2005	Check	3120	\$ (1,000.00)	National City Bank
10/7/2005	Check	3122	\$ (300.00)	Chase Card Services
10/7/2005	Check	3123	\$ (200.00)	First Commonwealth
10/7/2005	Check	3126	\$ (350.00)	Retatil Services
10/7/2005	Check	3133	\$ (82.00)	Rodney Duster
10/7/2005	Debit		\$ (32.10)	Signs on Time Leisure
10/7/2005	Debit		\$ (500.00)	10646 Perry Hgwy
10/7/2005	Debit		\$ (128.17)	Festival Foods
10/11/2005	Check	3079	\$ (25.00)	Pine Richland Boys Basketball
10/11/2005	Check	3081	\$ (25.00)	Pine Richland Boys Basketball
10/11/2005	Check	3121	\$ (150.00)	North Park Manor Owners
10/11/2005	Check	3124	\$ (605.00)	Divi Little Bay
10/11/2005	Check	3125	\$ (605.00)	Divi Little Bay
10/11/2005	Check	3131	\$ (621.74)	ACS
10/11/2005	Check	3132	\$ (1,789.51)	PA Dept of Revenue
10/11/2005	Check	3136	\$ (300.00)	Chris Pretsch
10/11/2005	Debit		\$ (186.28)	R&L Carriers
10/11/2005	Debit		\$ (65.00)	Northway Christian
10/11/2005	Debit		\$ (42.09)	ABC Photo
10/11/2005	Debit		\$ (20.00)	Life Lines Resource
10/11/2005	Debit		\$ (13.27)	Blockbuster Video
10/11/2005	Debit		\$ (318.88)	East End Food Co-Op
10/11/2005	Debit		\$ (300.00)	10646 Perry Hgwy
10/11/2005	Debit		\$ (231.96)	The Home Depot
10/11/2005	Debit		\$ (164.47)	Target
10/11/2005	Debit		\$ (100.00)	WF Financial
10/11/2005	Debit		\$ (79.09)	Columbia Gas
10/11/2005	Debit		\$ (64.18)	Target
10/11/2005	Debit		\$ (57.00)	BP Oil
			<u>\$(20,339.87)</u>	

On November 6, 2005, the balance of the actors' personal National City Bank account was \$26,889.19. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$33,000.00 from the victims' trust account between November 7, 2005 and November 14, 2005. The balance in the actors' personal account on November 14, 2005 was \$17,171.04. The actors received \$1,203.69 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

11/7/2005	Check	0067	\$ (100.00)	CASH
11/7/2005	Check	3085	\$ (38.35)	Gods World
11/7/2005	Debit		\$ (339.71)	Golden Rule Ins
11/7/2005	Debit		\$ (96.46)	Festival Foods
11/7/2005	Debit		\$ (78.86)	Festival Foods
11/7/2005	Debit		\$ (7.01)	7-Eleven Orlando FL
11/7/2005	Debit		\$ (5.00)	7-Eleven Orlando FL
11/10/2005	Debit		\$ (1,045.34)	National City 46 ILS Payment
11/10/2005	Debit		\$ (1,000.00)	Bank of America Payment
11/10/2005	Debit		\$ (405.43)	East End Food Co-Op
11/10/2005	Debit		\$ (63.49)	Festival Foods
11/10/2005	Debit		\$ (14.18)	Festival Foods
11/14/2005	Check	3169	\$(40,000.00)	American Express
11/14/2005	Debit		\$ (86.01)	The Home Depot
11/14/2005	Debit		\$ (65.00)	Northway Christian
11/14/2005	Debit		\$ (43.00)	Derek P Grieco
11/14/2005	Debit		\$ (414.11)	HSBC
11/14/2005	Debit		\$ (77.29)	Columbia Gas
11/14/2005	Debit		\$ (42.60)	BP Oil
			<u>\$(43,921.84)</u>	

On December 1, 2005, the balance of the actors' personal National City Bank account was \$1,705.28. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between December 2, 2005 and December 12, 2005. The balance in the actors' personal account on December 12, 2005 was \$1,350.77. The actors received \$20,025.93 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

12/2/2005	Debit		\$ (22.41)	Festival Foods
12/2/2005	Debit		\$ (1,254.26)	Asstd Phone Payment to Reserve
12/2/2005	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
12/5/2005	Check	3208	\$ (85.00)	Brian Buzzard
12/5/2005	Debit		\$ (35.00)	Life Lines Resource

12/5/2005	Debit		\$ (12.04)	Schoeneman North Hills
12/5/2005	Debit		\$ (339.71)	Godlen Rule Ins
12/6/2005	Check	3197	\$ (2,000.00)	Rodney Duster
12/6/2005	Check	3201	\$ (307.22)	West View Water Authority
12/6/2005	Debit		\$ (11.00)	PPAP Mellon Sq Garage
12/6/2005	Debit		\$ (177.72)	GAP
12/6/2005	Debit		\$ (171.62)	East End Food Co-Op
12/6/2005	Debit		\$ (99.45)	Leone Animal
12/6/2005	Debit		\$ (95.44)	Festival Foods
12/6/2005	Debit		\$ (10.26)	Leone Animal
12/7/2005	Check	3165	\$ (1,000.00)	Northway Christian Community
12/7/2005	Check	3196	\$ (5,519.62)	Sovereign Bank
12/7/2005	Check	3198	\$ (1,000.00)	Chase Auto Finance
12/7/2005	Check	3199	\$ (700.00)	Chase Auto Finance
12/7/2005	Check	3200	\$ (1,308.20)	First Commonwealth
12/7/2005	Check	3203	\$ (136.18)	Penn Power
12/7/2005	Check	3212	\$ (12.00)	Lisa Sickler
12/8/2005	Check	3195	\$ (722.00)	Eden Christian Academy
12/8/2005	Debit		\$ (219.93)	Sams Club
12/9/2005	Check	3204	\$ (60.00)	Ed Ochling
12/9/2005	Check	3229	\$ (129.55)	North Pittsburgh Phone Company
12/9/2005	Debit		\$ (39.00)	Pittsburgh Cut Flower Co
12/9/2005	Debit		\$ (8.53)	Festival Foods
12/12/2005	Check	3206	\$ (40.00)	Jostens Photography
12/12/2005	Check	3207	\$ (40.00)	Jostens Photography
12/12/2005	Check	3210	\$ (66.00)	Vital Statistics
12/12/2005	Check	3211	\$ (90.00)	Brian Buzzard
12/12/2005	Check	3222	\$ (639.25)	Encompass Insurance
12/12/2005	Check	3223	\$ (193.74)	Verizon Wireless
12/12/2005	Check	3224	\$ (153.80)	Verizon Wireless
12/12/2005	Check	3230	\$ (290.22)	Korkey Kibbey
12/12/2005	Debit		\$ (236.67)	Marjie Allon Fine Statnry
12/12/2005	Debit		\$ (65.00)	Northway Christian
12/12/2005	Debit		\$(15,000.00)	American Express
12/12/2005	Debit		\$ (1,045.34)	National City 46 ILS Payment
12/12/2005	Debit		\$ (502.00)	Shoppers Pl Rte 8
12/12/2005	Debit		\$ (500.00)	10646 Perry Hgwy
12/12/2005	Debit		\$ (355.62)	Columbia Gas
12/12/2005	Debit		\$ (200.00)	Discover ARC
12/12/2005	Debit		\$ (173.81)	Christians Studio
12/12/2005	Debit		\$ (100.00)	WF Financial

12/12/2005	Debit	\$	(68.50)
12/12/2005	Debit	\$	(44.35)
			<u>\$(35,380.44)</u>

The Pussycat
BP Oil

On January 3, 2006, the balance of the actors' personal National City Bank account was \$910.22. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between January 4, 2006 and January 10, 2006. The balance in the actors' personal account on January 10, 2006 was negative \$184.46. The actors received \$988.42 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

1/4/2006	Check	3261	\$	(45.00)	Michael Stragand
1/4/2006	Check	3243	\$	(100.00)	Retail Services
1/4/2006	Check	3242	\$	(79.74)	Verizon Wireless
1/4/2006	Check	3249	\$	(500.00)	Saks Fifth Avenue
1/4/2006	Debit		\$	(150.00)	Discover
1/4/2006	Debit		\$	(47.35)	Sunoco
1/5/2006	Check	3246	\$	(722.00)	Eden Christian Academy
1/5/2006	Check	3252	\$	(100.00)	First Comonwealth
1/5/2006	Check	3241	\$	(1,308.20)	First Comonwealth
1/5/2006	Debit		\$	(339.71)	Golden Rule Ins.
1/6/2006	Check	3254	\$	(1,000.00)	Chase Automotive Finance
1/6/2006	Check	3253	\$	(24.95)	Vector Security
1/6/2006	Check	3263	\$	(80.00)	Yvette Fitzgerald
1/6/2006	Check	3259	\$	(1,000.00)	Ogg, Cordes, Murphy & Ignelzi
1/9/2006	Check	3245	\$	(621.74)	ACS
1/9/2006	Check	3248	\$	(5,519.62)	Sovereign Bank
1/9/2006	Check	3255	\$	(1,204.70)	Guardian
1/9/2006	Debit		\$	(112.00)	Derek P Grieco
1/9/2006	Debit		\$	(33.70)	Blockbuster Video
1/9/2006	Debit		\$	(596.23)	Columbia Gas
1/9/2006	Debit		\$	(233.96)	East End Food Co-Op
1/9/2006	Debit		\$	(58.60)	Festival Foods
1/9/2006	Debit		\$	(35.00)	Image Nails
1/9/2006	Debit		\$	(30.69)	CostCo
1/9/2006	Debit		\$	(26.38)	CostCo
1/10/2006	Check	3251	\$	(1,552.29)	Northwestern Mutual
1/10/2006	Check	3262	\$	(95.00)	Brian Buzzard
1/10/2006	Debit		\$	(265.75)	Carl W Herrmann Furs
1/10/2006	Debit		\$	(1,045.34)	National City 46 ILS Payment

1/10/2006	Debit	\$ (32.00)	Overdraft Charge
1/10/2006	Debit	\$ (32.00)	Overdraft Charge
1/10/2006	Debit	\$ (59.15)	BP Oil
1/10/2006	Debit	\$ (32.00)	Overdraft Charge
		<u>\$(17,083.10)</u>	

On March 1, 2006, the balance of the actors' personal National City Bank account was \$17,804.92. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between March 2, 2006 and March 6, 2006. The balance in the actors' personal account on March 6, 2006 was \$17,287.50. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

3/2/2006	Check	3333	\$ (1,411.98)	Pine Richland School Dist
3/2/2006	Check	3334	\$ (83.88)	Twp of Pine
3/2/2006	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
3/3/2006	Check	3356	\$ (350.00)	Wells Fargo Financial
3/3/2006	Check	3349	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
3/6/2006	Check	3342	\$ (112.41)	West View Water
3/6/2006	Check	3355	\$ (229.43)	Cardmember Service
3/6/2006	Check	3343	\$ (5,519.62)	Sovereign Bank
3/6/2006	Check	3353	\$ (200.00)	Retail Services
3/6/2006	Check	3352	\$ (24.95)	Vector Security
3/6/2006	Check	3357	\$ (396.00)	Sikov & Woncheck
3/6/2006	Debit		\$ (5,148.77)	American Express
3/6/2006	Debit		\$ (421.40)	Columbia Gas
3/6/2006	Debit		\$ (339.71)	Golden Rule Ins
3/6/2006	Debit		\$ (79.07)	Giant Eagle
3/6/2006	Debit		\$ (53.90)	Pet Supplies
3/6/2006	Debit		\$ (38.51)	Leone Animal
3/6/2006	Debit		\$ (7.79)	Discover
			<u>\$(15,517.42)</u>	

On April 3, 2006, the balance of the actors' personal National City Bank account was \$3,763.94. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$14,900.00 from the victims' trust account between April 4, 2006 and April 11, 2006. The balance in the actors' personal account on April 11, 2006 was \$656.68. The actors received \$82.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

4/4/2006	Check	3371	\$ (30.00)	Cindy Byers
4/4/2006	Check	3394	\$ (87.26)	North Pittsburgh Telephone Co
4/4/2006	Check	3395	\$ (64.58)	North Pittsburgh Telephone Co
4/4/2006	Debit		\$ (7.56)	East End Food Co-Op
4/5/2006	Check	3373	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
4/5/2006	Check	3397	\$ (450.00)	Face to Face
4/5/2006	Check	3396	\$ (350.00)	Wells Fargo Financial
4/5/2006	Debit		\$ (371.30)	Golden Rule Ins
4/5/2006	Debit		\$ (54.00)	Sheetz
4/6/2006	Check	3390	\$ (600.00)	Chase
4/6/2006	Check	3386	\$ (227.50)	Encompass Insurance
4/6/2006	Check	3384	\$ (195.05)	Verizon Wireless
4/6/2006	Check	3383	\$ (72.23)	Verizon Wireless
4/6/2006	Check	3392	\$ (48.97)	Cardmember Service
4/6/2006	Check	3378	\$ (5,519.62)	Sovereign Bank
4/6/2006	Check	3391	\$ (200.00)	Retail Services
4/6/2006	Check	3393	\$ (4,150.87)	Bank of America
4/6/2006	Check	3376	\$ (68.00)	AAA
4/6/2006	Check	3380	\$ (24.95)	Vector Security
4/6/2006	Check	3388	\$ (25.00)	First Commonwealth
4/6/2006	Debit		\$ (87.54)	DirecTV
4/7/2006	Check	3375	\$ (141.33)	American Home Shield
4/7/2006	Check	3377	\$ (621.74)	ACS
4/7/2006	Check	3385	\$ (41.00)	Verizon Wireless
4/7/2006	Debit		\$ (460.75)	Columbia Gas
4/10/2006	Check	3389	\$ (60.00)	Ed Ochling
4/10/2006	Check	3381	\$ (1,204.70)	Guardian
4/10/2006	Debit		\$ (46.04)	Festival Foods
4/10/2006	Debit		\$ (40.00)	Kontiki-Watersports St Martin
4/10/2006	Debit		\$ (4.39)	Mother Earth Herbs
4/10/2006	Debit		\$ (1,045.34)	National City 46 ILS Payment
4/10/2006	Debit		\$ (40.00)	Image Nails
4/10/2006	Debit		\$ (27.54)	Pet Supplies
4/11/2006	Check	3379	\$ (722.00)	Eden Christian Academy
			<u>\$(18,089.26)</u>	

On May 1, 2006, the balance of the actors' personal National City Bank account was \$1,994.28. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between May 2, 2006 and May 11, 2006. The balance in the actors' personal account on May 11, 2006 was \$697.09. The actors received no legitimate income during this time period. During

this period, the actors made the following payments from their personal National City Bank account:

5/2/2006	Check	3415	\$ (15.00)	Glory Days
5/2/2006	Check	3436	\$ (350.00)	Wells Fargo Financial
5/2/2006	Check	3419	\$ (105.56)	North Pittsburgh Telephone Co
5/2/2006	Check	3420	\$ (29.48)	North Pittsburgh Telephone Co
5/2/2006	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
5/3/2006	Check	3437	\$ (200.00)	Face to Face
5/3/2006	Check	3421	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
5/3/2006	Debit		\$ (55.39)	Festival Foods
5/4/2006	Check	3417	\$ (150.00)	North Park Manor Owners Assoc.
5/4/2006	Check	3431	\$ (200.00)	Cardmember Service
5/4/2006	Check	3432	\$ (1,000.00)	Chase Automotive Finance
5/4/2006	Check	3418	\$ (700.00)	Cardmember Service
5/4/2006	Check	3435	\$ (72.52)	Vogel Disposal Service
5/4/2006	Check	3423	\$ (5,840.38)	Sovereign Bank
5/4/2006	Check	3425	\$ (800.00)	Fifth Third Bank
5/4/2006	Check	3433	\$ (218.48)	West View Water
5/5/2006	Check	3427	\$ (47.94)	Verizon Wireless
5/5/2006	Check	3426	\$ (108.27)	Verizon Wireless
5/5/2006	Check	3434	\$ (227.50)	Encompass Insurance
5/5/2006	Check	3424	\$ (621.74)	ACS
5/5/2006	Check	3428	\$ (1,552.29)	Northwestern Mutual
5/5/2006	Debit		\$ (400.00)	GE Money MC
5/5/2006	Debit		\$ (371.30)	Golden Rule Ins
5/5/2006	Debit		\$ (35.00)	Image Nails
5/8/2006	Check	3430	\$ (722.00)	Eden Christian Academy
5/8/2006	Debit		\$ (100.00)	10646 Perry Hgwy
5/10/2006	Debit		\$ (1,045.34)	National City 46 ILS Payment
5/11/2006	Check	3439	\$ (215.00)	Face to Face
5/11/2006	Check	3438	\$ (14.00)	MC Photo
			<u>\$ (16,297.19)</u>	

On June 4, 2006, the balance of the actors' personal National City Bank account was \$5,300.24. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between June 5, 2006 and June 12, 2006. The balance in the actors' personal account on June 12, 2006 was \$4,610.14. The actors received \$11,203.47 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

6/2/2006	Debit		\$ (100.00)	Pre-Auth Transfer to Savings
6/5/2006	Check	3472	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
6/5/2006	Check	3474	\$ (286.06)	MTSA
6/5/2006	Debit		\$ (1,262.00)	Eden Christian Academy
6/5/2006	Debit		\$ (371.30)	Golden Rule Ins
6/5/2006	Debit		\$ (29.36)	Wal-Mart
6/6/2006	Check	3470	\$ (200.00)	Cardmember Service
6/6/2006	Check	3481	\$ (218.62)	Encompass Insurance
6/6/2006	Check	3475	\$ (5,840.38)	Sovereign Bank
6/7/2006	Check	3473	\$ (1,000.00)	Chase Automotive Finance
6/7/2006	Check	3485	\$ (350.00)	Wells Fargo Financial
6/7/2006	Check	3478	\$ (31.00)	Bank of America
6/7/2006	Check	3480	\$ (1,204.70)	Guardian
6/8/2006	Check	3486	\$ (200.00)	Face to Face
6/8/2006	Check	3479	\$ (41.00)	Verizon Wireless
6/8/2006	Check	3482	\$ (200.00)	Retail Services
6/8/2006	Check	3471	\$ (621.74)	ACS
6/8/2006	Debit		\$ (67.95)	Festival Foods
6/9/2006	Debit		\$ (2,500.00)	Debit Memo - Daniel Pompa, DC
6/12/2006	Check	3477	\$ (49.34)	Verizon Wireless
6/12/2006	Check	3476	\$ (90.01)	Verizon Wireless
6/12/2006	Check	3483	\$ (10,000.00)	Anna/Deenok Sarin (sp?)
6/12/2006	Check	3369	\$ (200.00)	Debbie Nale
6/12/2006	Debit		\$ (1,045.34)	National City 46 ILS Payment
6/12/2006	Debit		\$ (45.00)	Image Nails
6/12/2006	Debit		\$ (39.77)	Wexford Veteri
			<u>\$(26,893.57)</u>	

On August 1, 2006, the balance of the actors' personal National City Bank account was \$17,907.64. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between August 2, 2006 and August 11, 2006. The balance in the actors' personal account on August 11, 2006 was \$18,024.36. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

8/2/2006	Check	3564	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
8/2/2006	Debit		\$ (100.00)	Transfer to Savings
8/3/2006	Check	3567	\$ (200.00)	Face to Face
8/3/2006	Check	3556	\$ (240.75)	Avant Gardening

8/3/2006	Debit		\$ (1,262.00)	Eden Christian Academy
8/4/2006	Check	3559	\$ (200.00)	Retail Services
8/4/2006	Check	3551	\$ (5,840.38)	Sovereign Bank
8/4/2006	Check	3558	\$ (218.48)	West View Water
8/4/2006	Check	3548	\$ (1,397.90)	Bank of America
8/4/2006	Debit		\$ (219.85)	Penn Power
8/4/2006	Debit		\$ (200.00)	Chase
8/7/2006	Check	3555	\$ (24.95)	Vector Security
8/7/2006	Check	3553	\$ (621.74)	ACS
8/7/2006	Debit		\$ (400.00)	WF Financial
8/7/2006	Debit		\$ (371.30)	Golden Rule Ins
8/8/2006	Check	3563	\$ (1,204.70)	Guardian
8/8/2006	Check	3566	\$ (223.00)	Waterworks Sprinklers
8/10/2006	Debit		\$ (1,045.34)	National City 46 ILS Payment
8/11/2006	Debit		\$ (20.00)	Pgh Habitat for Humanity
8/11/2006	Debit		\$ (81.88)	Target
8/11/2006	Debit		\$ (11.01)	Sheetz
			<u>\$(14,883.28)</u>	

On September 4, 2006, the balance of the actors' personal National City Bank account was negative \$50.50. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between September 5, 2006 and September 8, 2006. The balance in the actors' personal account on September 8, 2006 was \$1,279.25. The actors received \$4,001.02 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

9/5/2006	Debit		\$ (53.00)	Superior Auto Glass LLC
9/5/2006	Debit		\$ (1,262.00)	Eden Christian Academy
9/5/2006	Debit		\$ (371.30)	Golden Rule Ins
9/5/2006	Debit		\$ (100.00)	Transfer to Savings
9/5/2006	Debit		\$ (80.00)	Borrowdale, Harare
9/5/2006	Debit		\$ (1.60)	Intl Transaction Fee
9/5/2006	Debit		\$ (40.00)	Borrowdale, Harare
9/5/2006	Debit		\$ (0.80)	Intl Transaction Fee
9/6/2006	Check	3599	\$ (40.00)	Pine Richland Football
9/6/2006	Check	3603	\$ (200.00)	Face to Face
9/6/2006	Check	3608	\$ (100.82)	North Pittsburgh Telephone Co
9/7/2006	Check	3598	\$ (300.00)	Northway Christian Community
9/7/2006	Debit		\$ (200.00)	Retail Services
9/7/2006	Debit		\$ (80.47)	Target

9/8/2006	Check	3610	\$ (5,840.38)	Sovereign Bank
9/8/2006	Check	3611	\$ (47.54)	Verizon Wireless
9/8/2006	Check	3609	\$ (621.74)	ACS
9/8/2006	Debit		\$ (301.02)	Debit Memo - Merily Pompa
9/8/2006	Debit		\$ (65.00)	Northway Christian Community
9/8/2006	Debit		\$ (7,548.56)	American Express
9/8/2006	Debit		\$ (217.04)	Penn Power
9/8/2006	Debit		\$ (200.00)	Chase
			<u>\$ (17,671.27)</u>	

On October 2, 2006, the balance of the actors' personal National City Bank account was \$5,402.10. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$2,840.00 of Social Security Income on behalf of the victims between October 3, 2006 and October 19, 2006. The balance in the actors' personal account on October 19, 2006 was \$5,134.41. The actors received \$24,885.72 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

10/3/2006	Check	3627	\$ (200.00)	Face to Face
10/3/2006	Debit		\$ (1,262.00)	Eden Christian Academy
10/4/2006	Check	3642	\$ (28.00)	Janelle Stephan
10/4/2006	Check	3634	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
10/5/2006	Check	3644	\$ (24.00)	Lifetouch
10/5/2006	Check	3643	\$ (24.00)	Lifetouch
10/5/2006	Check	3640	\$ (24.00)	Lifetouch
10/5/2006	Check	3639	\$ (24.00)	Lifetouch
10/5/2006	Debit		\$ (371.30)	Golden Rule Ins
10/6/2006	Debit		\$ (1,112.86)	Daimler Chrysler
10/10/2006	Check	3641	\$ (30.00)	Lora Bill
10/10/2006	Check	3628	\$ (30.00)	Lora Bill
10/10/2006	Check	3650	\$ (225.00)	Face to Face
10/10/2006	Check	3646	\$ (311.19)	Encompass Insurance
10/10/2006	Check	3649	\$ (5,000.00)	Bob Lampenfield
10/10/2006	Debit		\$ (1,045.34)	National City 46 ILS Payment
10/10/2006	Debit		\$ (200.00)	Chase
10/10/2006	Debit		\$ (35.00)	Image Nails
10/11/2006	Debit		\$ (7,232.64)	WFHM Mortgage
10/11/2006	Debit		\$ (200.00)	GE Money
10/12/2006	Check	3645	\$ (5,840.38)	Sovereign Bank

10/12/2006	Check	3655	\$ (30.00)	Lora Bell
10/12/2006	Debit		\$ (200.00)	HSBC
10/13/2006	Check	3664	\$ (99.34)	North Pittsburgh Telephone Co
10/13/2006	Debit		\$ (302.00)	20531 Route 19
10/13/2006	Debit		\$ (186.67)	Penn Power
10/13/2006	Debit		\$ (130.68)	Festival Foods
10/16/2006	Check	3656	\$ (28.00)	Janelle Stephan
10/16/2006	Check	3654	\$ (826.56)	Saks Fifth Avenue
10/16/2006	Check	3667	\$ (242.81)	Verizon Wireless
10/16/2006	Check	3638	\$ (500.00)	Jeff Styba
10/16/2006	Debit		\$ (14.79)	Hillmon Appliance
10/16/2006	Debit		\$ (5,648.88)	American Express
10/16/2006	Debit		\$ (1,112.86)	Daimler Chrysler
10/16/2006	Debit		\$ (400.00)	WF Financial
10/16/2006	Debit		\$ (62.02)	Leone Animal
10/16/2006	Debit		\$ (51.66)	7 Eleven
10/17/2006	Check	3651	\$ (1,000.00)	Santorum Victory Committee
10/17/2006	Check	3670	\$ (2,624.63)	Weleski Transfer
10/17/2006	Debit		\$ (100.00)	Citi Card
10/18/2006	Check	3673	\$ (28.00)	Janelle Stephan
10/18/2006	Check	3674	\$ (3,000.00)	Bob Lampenfield
10/18/2006	Debit		\$ (1,351.60)	WF Loan/Line
10/19/2006	Check	3668	\$ (833.20)	Olivia Phillips
			<u>\$(42,993.41)</u>	

On November 1, 2006, the balance of the actors' personal National City Bank account was \$4,145.00. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between November 2, 2006 and November 7, 2006. The balance in the actors' personal account on November 7, 2006 was \$11,396.24. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

11/2/2006	Debit	\$ (55.53)	Tile & Designs
11/2/2006	Debit	\$ (500.00)	Chase
11/2/2006	Debit	\$ (448.42)	Wexford Veteri
11/2/2006	Debit	\$ (100.00)	Transfer to Savings
11/2/2006	Debit	\$ (46.90)	7 Eleven
11/3/2006	Debit	\$ (1,262.00)	Eden Christian Academy
11/3/2006	Debit	\$ (100.00)	Christian's Studio
11/3/2006	Debit	\$ (0.01)	Christian's Studio

11/6/2006	Check	3698	\$ (311.17)	Encompass Insurance
11/6/2006	Check	3706	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
11/6/2006	Debit		\$ (690.00)	West Interior Services
11/6/2006	Debit		\$ (490.63)	Willi's Ski Shop
11/6/2006	Debit		\$ (25.48)	Jerry's Wexfor Car
11/6/2006	Debit		\$ (316.44)	The Home Depot
11/6/2006	Debit		\$ (66.95)	Ralph's Army
11/7/2006	Check	3701	\$ (535.00)	Weleski Transfer
11/7/2006	Check	3712	\$ (583.15)	Avant Gardening
11/7/2006	Debit		\$ (400.00)	WF Financial
11/7/2006	Debit		\$ (371.30)	Golden Rule Ins
11/7/2006	Debit		\$ (200.00)	Chase
11/7/2006	Debit		\$ (171.59)	VZ Wireless
11/7/2006	Debit		\$ (50.25)	Sheetz
11/7/2006	Debit		\$ (23.94)	Chili's Gri
			<u>\$ (7,748.76)</u>	

On December 3, 2006, the balance of the actors' personal National City Bank account was \$16,350.27. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between December 4, 2006 and December 8, 2006. The balance in the actors' personal account on December 8, 2006 was \$14,810.93. The actors received \$6,100.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

12/4/2006	Check	3766	\$ (645.22)	M.T.S.A.
12/4/2006	Check	3768	\$ (14.00)	Janelle Stephan
12/4/2006	Check	3765	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
12/4/2006	Check	3760	\$ (626.74)	ACS
12/4/2006	Debit		\$ (1,262.00)	Eden Christian Academy
12/4/2006	Debit		\$ (500.00)	200 Seven Fields
12/4/2006	Debit		\$ (371.30)	Golden Rule Ins
12/4/2006	Debit		\$ (100.00)	Transfer to Savings
12/4/2006	Debit		\$ (52.20)	7 Eleven
12/5/2006	Check	3732	\$ (5,000.00)	Rodney Duster
12/5/2006	Check	3771	\$ (225.00)	Face to Face
12/5/2006	Check	3778	\$ (210.40)	UPMC Physician Services
12/6/2006	Check	3774	\$ (600.00)	Northway Christian Community
12/6/2006	Check	3720	\$ (1,100.00)	Northway Christian Community
12/6/2006	Check	3772	\$ (500.00)	Ron Richard's Photography
12/6/2006	Debit		\$ (46.65)	7 Eleven

12/7/2006	Check	3776	\$ (2.60)	Cranberry Twp
12/7/2006	Check	3763	\$ (262.15)	Avant Gardening
12/7/2006	Debit		\$ (7,232.64)	WFHM Mortgage
12/7/2006	Debit		\$ (400.00)	Chase
12/7/2006	Debit		\$ (200.00)	Retail Services
12/8/2006	Check	3762	\$ (120.00)	Ed Ochling
12/8/2006	Check	3781	\$ (856.45)	Korkey Noah Kibbey
12/8/2006	Check	3779	\$ (206.48)	Don's Appliances
12/8/2006	Debit		\$ (1,105.51)	Pay by Phone
			<u>\$ (22,639.34)</u>	

On January 3, 2007, the balance of the actors' personal National City Bank account was \$6.32. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$1,467.00 of Social Security Income on behalf of the victims between January 4, 2007 and January 11, 2007. The balance in the actors' personal account on January 11, 2007 was \$965.22. The actors received \$9,385.72 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

1/4/2007	Check	3818	\$ (485.00)	Face to Face
1/4/2007	Debit		\$ (104.40)	Festival Foods
1/4/2007	Debit		\$ (5.02)	Sheetz
1/5/2007	Debit		\$ (1,000.00)	Transfer to Savings
1/5/2007	Debit		\$ (371.30)	Golden Rule Ins
1/8/2007	Check	3821	\$ (311.17)	Encompass Insurance
1/8/2007	Debit		\$ (37.08)	Wine & Spirits
1/8/2007	Debit		\$ (200.00)	Chase
1/8/2007	Debit		\$ (162.51)	Target
1/8/2007	Debit		\$ (34.87)	Giant Eagle
1/8/2007	Debit		\$ (31.79)	Dicks Clothing
1/8/2007	Debit		\$ (15.00)	Image Nails
1/8/2007	Debit		\$ (10.57)	Giant Eagle
1/8/2007	Debit		\$ (4.55)	Starbucks
1/9/2007	Check	3822	\$ (5,840.38)	Sovereign Bank
1/9/2007	Check	3829	\$ (13.75)	North Pittsburgh Telephone Co
1/9/2007	Debit		\$ (402.50)	Tile & Designs
1/9/2007	Debit		\$ (200.00)	Retail Services
1/9/2007	Debit		\$ (144.80)	Café Zao-Theater Sq
1/9/2007	Debit		\$ (70.02)	Giant Eagle
1/9/2007	Debit		\$ (7.15)	Pay By Phone

1/10/2007	Check	3796	\$ (787.22)	Ron Richard's Photography
1/10/2007	Check	3825	\$ (25.32)	Vector Security
1/10/2007	Check	3817	\$ (400.00)	Northway Christian Community
1/10/2007	Check	3813	\$ (1,850.00)	Northway Christian Community
1/10/2007	Check	3824	\$ (621.74)	ACS
1/10/2007	Debit		\$ (50.00)	Don's Appliances
1/10/2007	Debit		\$ (1,045.34)	National City 46 ILS Payment
1/10/2007	Debit		\$ (81.00)	Bravo!
1/11/2007	Check	3836	\$ (1,112.80)	Dina Caruso
1/11/2007	Check	3837	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
1/11/2007	Debit		\$ (18.75)	Wild Birds Unlimited
1/11/2007	Debit		\$ (7,232.64)	WFHM Mortgage
1/11/2007	Debit		\$ (500.00)	FIA CardServices
1/11/2007	Debit		\$ (440.51)	Penn Power
1/11/2007	Debit		\$ (30.00)	Overdraft Charge
1/11/2007	Debit		\$ (100.00)	Retail Services
1/11/2007	Debit		\$ (30.00)	Overdraft Charge
1/11/2007	Debit		\$ (86.64)	Penn Power
1/11/2007	Debit		\$ (30.00)	Overdraft Charge
			<u>\$(24,893.82)</u>	

On February 1, 2007, the balance of the actors' personal National City Bank account was \$23,909.56. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$2,934.00 of Social Security Income on behalf of the victims between February 2, 2007 and February 15, 2007. The balance in the actors' personal account on February 15, 2007 was \$3,599.19. The actors received \$9,330.57 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

2/2/2007	Check	3880	\$ (900.00)	Jim Kunns
2/2/2007	Check	3881	\$ (250.00)	Face to Face
2/2/2007	Check	3879	\$ (26.95)	Guardian
2/2/2007	Check	3866	\$ (245.13)	Equitable Gas
2/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
2/2/2007	Debit		\$ (52.00)	7 Eleven
2/5/2007	Check	3869	\$ (311.17)	Encompass Insurance
2/5/2007	Check	3871	\$ (450.00)	Forest Knoll Estate Homeowners
2/5/2007	Check	3865	\$ (621.74)	ACS
2/5/2007	Debit		\$ (214.00)	Derek Grieco
2/5/2007	Debit		<u>\$(12,920.65)</u>	American Express

2/5/2007	Debit		\$ (4,329.89)	American Express
2/5/2007	Debit		\$ (1,262.00)	Eden Christian Academy
2/5/2007	Debit		\$ (319.70)	Golden Rule Ins
2/5/2007	Debit		\$ (200.00)	Chase
2/5/2007	Debit		\$ (200.00)	Retail Services
2/5/2007	Debit		\$ (195.00)	Christian's Studio
2/5/2007	Debit		\$ (162.81)	Tusca
2/5/2007	Debit		\$ (35.00)	Image Nails
2/5/2007	Debit		\$ (31.25)	Tusca
2/5/2007	Debit		\$ (3.62)	Au Bon Pain Café
2/6/2007	Check	3834	\$ (1,204.70)	Guardian
2/6/2007	Check	3867	\$ (500.78)	Tuscany Village Vac
2/6/2007	Check	3868	\$ (934.88)	Tuscany Village Vac
2/7/2007	Check	3872	\$ (120.00)	North Pittsburgh Telephone Co
2/7/2007	Check	3883	\$ (1,204.70)	Guardian
2/8/2007	Check	3882	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
2/8/2007	Check	3863	\$ (192.60)	Kusko H&C
2/8/2007	Check	3862	\$ (206.50)	Magisterial District # 05-02-46
2/8/2007	Check	3877	\$ (5,840.38)	Sovereign Bank
2/8/2007	Debit		\$ (7,232.64)	WFHM Mortgage
2/9/2007	Check	3885	\$ (265.00)	Face to Face
2/9/2007	Check	3876	\$ (200.00)	Campus Crusade for Christ
2/12/2007	Debit		\$ (114.00)	Derek Grieco
2/12/2007	Debit		\$ (26.13)	Dry Cleaning Station
2/12/2007	Debit		\$ (13.01)	Ferri Pharmacy
2/12/2007	Debit		\$ (1,045.34)	National City 46 ILS Payment
2/12/2007	Debit		\$ (43.37)	Bravo!
2/13/2007	Debit		\$ (400.00)	FIA CardServices
2/14/2007	Check	3870	\$ (1,000.00)	Northway Christian Community
2/14/2007	Check	3875	\$ (2,300.00)	Northway Christian Community
			<u>\$(47,574.94)</u>	

On March 1, 2007, the balance of the actors' personal National City Bank account was \$1,061.18. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$2,934.00 of Social Security Income on behalf of the victims between March 2, 2007 and March 26, 2007. The balance in the actors' personal account on March 26, 2007 was \$709.38. The actors received \$9,670.33 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

3/2/2007	Check	3906	\$ (275.00)	Face to Face
3/2/2007	Check	3898	\$ (30.00)	Lora Bell
3/2/2007	Check	3902	\$ (800.00)	Fifth Third Bank
3/2/2007	Check	3903	\$ (621.74)	ACS
3/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
3/5/2007	Check	3909	\$ (531.17)	Equitable Gas
3/5/2007	Check	3905	\$ (275.75)	Chase Automotive Finance
3/5/2007	Check	3920	\$ (189.70)	M.T.S.A.
3/5/2007	Debit		\$ (1,262.00)	Eden Christian Academy
3/5/2007	Debit		\$ (134.70)	Festival Foods
3/5/2007	Debit		\$ (84.76)	Dicks Clothing
3/6/2007	Check	3907	\$ (1,000.00)	Ogg, Cordes, Murphy & Ignelzi
3/6/2007	Check	3918	\$ (121.64)	Armstrong
3/6/2007	Check	3921	\$ (32.60)	North Pittsburgh Telephone Co
3/6/2007	Check	3922	\$ (15.87)	North Pittsburgh Telephone Co
3/6/2007	Debit		\$ (5,193.80)	American Express
3/6/2007	Debit		\$ (500.00)	Chase
3/6/2007	Debit		\$ (319.70)	Golden Rule Ins
3/6/2007	Debit		\$ (200.00)	Chase
3/6/2007	Debit		\$ (152.26)	VZ Wireless
3/6/2007	Debit		\$ (100.00)	Retail Services
3/6/2007	Debit		\$ (85.21)	VZ Wireless
3/6/2007	Debit		\$ (50.85)	Amoco Oil
3/7/2007	Check	3912	\$ (311.17)	Encompass Insurance
3/7/2007	Check	3923	\$ (26.95)	Guardian
3/7/2007	Debit		\$ (306.82)	Penn Power
3/7/2007	Debit		\$ (200.00)	Retail Services
3/7/2007	Debit		\$ (78.07)	Leone Animal
3/8/2007	Check	3926	\$ (200.00)	Wells Fargo Financial
3/9/2007	Check	3919	\$ (100.00)	Campus Crusade for Christ
3/12/2007	Check	3927	\$ (50.00)	Christian's Studio
3/12/2007	Debit		\$ (71.00)	Derek Grieco
3/12/2007	Debit		\$ (7,232.62)	WFHM Mortgage
3/12/2007	Debit		\$ (1,112.86)	Daimler Chrysler
3/12/2007	Debit		\$ (1,045.34)	National City 46 ILS Payment
3/12/2007	Debit		\$ (84.68)	Lowe's
3/12/2007	Debit		\$ (57.00)	Sheetz
3/13/2007	Debit		\$ (558.07)	Columbia Gas
3/13/2007	Debit		\$ (10.10)	7 Eleven
3/15/2007	Check	3928	\$ (100.00)	Community Mgmt
3/16/2007	Debit		\$ (400.00)	FIA Card Services N.A.

3/16/2007	Debit		\$ (200.00)	Discover
3/19/2007	Check	3936	\$ (102.00)	EIT Collector
3/19/2007	Debit		\$ (1.14)	Intl Transaction Fee
3/19/2007	Debit		\$ (56.81)	Shoe Wold Saint Martin
3/20/2007	Check	3933	\$ (742.52)	Saks Fifth Avenue
3/20/2007	Check	3925	\$ (25.00)	Eden Christian Academy
3/20/2007	Check	3935	\$ (275.75)	Chase Automotive Finance
3/20/2007	Debit		\$ (1.65)	Intl Transaction Fee
3/20/2007	Debit		\$ (82.60)	Laguna Blue St Martin
3/20/2007	Debit		\$ (1,351.60)	WF Loan/Line
3/20/2007	Debit		\$ (3.00)	Cash Reserve Line of Credit Fee
				Non-National City ATM Activity
3/20/2007	Debit		\$ (1.50)	Fee
3/21/2007	Debit		\$ (101.50)	Ermay St Martin
3/21/2007	Debit		\$ (33.00)	Top Carrot Colebay
3/21/2007	Debit		\$ (29.50)	To
3/21/2007	Debit		\$ (0.53)	Intl Transaction Fee
3/26/2007	Debit		\$ (26.60)	Laguna Blue St Martin
3/26/2007	Debit		<u>\$(27,956.13)</u>	

On April 2, 2007, the balance of the actors' personal National City Bank account was \$4,993.91. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between April 2, 2007 and April 9, 2007. The balance in the actors' personal account on April 9, 2007 was \$82.78. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

4/3/2007	Check	3941	\$ (26.95)	Guardian
4/3/2007	Debit		\$ (1,262.00)	Eden Christian Academy
4/3/2007	Debit		\$ (279.64)	Penn Power
4/3/2007	Debit		\$ (132.55)	VZ Wireless
4/3/2007	Debit		\$ (100.00)	Retail Services
4/3/2007	Debit		\$ (52.80)	Amoco Oil
4/3/2007	Debit		\$ (52.56)	VZ Wireless
4/4/2007	Check	3949	\$ (200.00)	Eric Rechter
4/4/2007	Check	3910	\$ (684.80)	Avant Gardening
4/4/2007	Check	3946	\$ (141.17)	Armstrong
4/4/2007	Debit		\$ (82.17)	Festival Foods
4/5/2007	Check	3947	\$ (621.74)	ACS
4/5/2007	Debit		\$ (354.20)	Golden Rule Ins

4/6/2007	Check	3960	\$ (240.00)	Face to Face
4/6/2007	Check	3959	\$ (116.00)	Carl Herman Furs
4/6/2007	Check	3957	\$ (29.97)	North Pittsburgh Telephone Co
4/6/2007	Check	3956	\$ (87.72)	North Pittsburgh Telephone Co
4/6/2007	Check	3943	\$ (360.08)	Cranberry Twp
4/6/2007	Debit		\$ (200.00)	Retail Services
4/6/2007	Debit		\$ (129.88)	Christian's Studio
4/9/2007	Check	3955	\$ (311.17)	Encompass Insurance
4/9/2007	Debit		\$ (7,232.64)	WFHM Mortgage
4/9/2007	Debit		\$ (5,700.23)	American Express
4/9/2007	Debit		\$ (1,112.86)	Daimler Chrysler
4/9/2007	Debit		\$ (200.00)	200 Seven Fields
4/9/2007	Debit		\$ (200.00)	Chase
			<u>\$(19,911.13)</u>	

On May 1, 2007, the balance of the actors' personal National City Bank account was \$3,873.08. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between May 2, 2007 and May 8, 2007. The balance in the actors' personal account on May 8, 2007 was \$1,985.50. The actors received \$1,000.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

5/2/2007	Check	3975	\$ (200.00)	Northway Christian Community
5/2/2007	Check	3978	\$ (200.00)	Northway Christian Community
5/2/2007	Check	3934	\$ (1,300.00)	Northway Christian Community
5/2/2007	Check	3961	\$ (2,889.00)	PA Department of Revenue
5/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
5/3/2007	Check	3981	\$ (311.17)	Encompass Insurance
5/3/2007	Check	3976	\$ (275.00)	Jim Janovayak
5/3/2007	Check	3987	\$ (200.00)	Wells Fargo Financial
5/3/2007	Debit		\$ (285.00)	Rocky Mountain Austree
5/3/2007	Debit		\$ (1,262.00)	Eden Christian Academy
5/3/2007	Debit		\$ (202.00)	Pgh Int Airport
5/3/2007	Debit		\$ (16.48)	Penn Power
5/4/2007	Check	3985	\$ (287.06)	Equitable Gas
5/4/2007	Check	3988	\$ (250.00)	Jim Janovayak
5/4/2007	Debit		\$ (81.30)	USPS
5/7/2007	Debit		\$ (354.20)	Golden Rule Ins
5/7/2007	Debit		\$ (134.97)	Columbia Gas
5/7/2007	Debit		\$ (56.76)	Aladdins Eatery

5/8/2007	Check	3990	\$ (250.00)	Kelly Stenger
5/8/2007	Check	3977	\$ (1,000.00)	American Express
5/8/2007	Debit		\$ (7,232.64)	WFHM Mortgage
5/8/2007	Debit		\$ (100.00)	Retail Services
			<u>\$(17,887.58)</u>	

On June 3, 2007, the balance of the actors' personal National City Bank account was \$567.94. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between June 4, 2007 and June 11, 2007. The balance in the actors' personal account on June 11, 2007 was \$1,607.50. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

6/4/2007	Check	4037	\$ (250.00)	Face to Face
6/4/2007	Check	4029	\$ (196.86)	Equitable Gas
6/4/2007	Check	4032	\$ (26.95)	Guardian
6/4/2007	Debit		\$ (983.00)	Eden Christian Academy
6/4/2007	Debit		\$ (354.20)	Golden Rule Ins
6/4/2007	Debit		\$ (106.21)	Green Building Supply
6/4/2007	Debit		\$ (45.00)	Image Nails
6/4/2007	Debit		\$ (1,000.00)	Transfer to Savings
6/4/2007	Debit		\$ (500.00)	Citi Card Payment
6/4/2007	Debit		\$ (415.00)	Chase
6/5/2007	Check	4030	\$ (56.12)	Encompass Insurance
6/5/2007	Debit		\$ (69.11)	7 Eleven
6/5/2007	Debit		\$ (20.01)	7 Eleven
6/6/2007	Debit		\$ (193.71)	Brenckle's Far
6/6/2007	Debit		\$ (7,232.64)	WFHM Mortgage
6/6/2007	Debit		\$ (200.00)	Retail Services
6/7/2007	Check	4036	\$ (200.00)	Eden Christian Academy
6/7/2007	Check	4038	\$ (674.00)	UNKNOWN
6/8/2007	Check	4017	\$ (100.00)	Athletes In Action
6/11/2007	Debit		\$ (177.80)	Christian's Studio
6/11/2007	Debit		\$ (46.97)	The Home Depot
6/11/2007	Debit		\$ (1,112.86)	Daimler Chrysler
			<u>\$(13,960.44)</u>	

On July 2, 2007, the balance of the actors' personal National City Bank account was negative \$113.36. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between July

3, 2007 and July 9, 2007. The balance in the actors' personal account on July 9, 2007 was \$1,486.50. The actors received \$2,832.58 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

7/3/2007	Check	4066	\$ (100.00)	Face to Face
7/3/2007	Check	4064	\$ (800.00)	Fifth Third Bank
7/3/2007	Debit		\$ (1,652.00)	Eden Christian Academy
7/3/2007	Debit		\$ (16.91)	Toys R Us
7/5/2007	Debit		\$ (500.00)	Citi Card Payment
7/5/2007	Debit		\$ (80.00)	Oakmont Spa
7/6/2007	Check	4067	\$ (200.00)	Face to Face
7/6/2007	Check	4078	\$ (775.29)	Wells Fargo Financial
7/6/2007	Debit		\$ (3,768.17)	American Express
7/6/2007	Debit		\$ (354.20)	Golden Rule Ins
7/6/2007	Debit		\$ (22.88)	Festival Foods
7/9/2007	Check	4073	\$ (92.60)	NPTC
7/9/2007	Check	4072	\$ (30.03)	NPTC
7/9/2007	Check	4074	\$ (175.75)	Equitable Gas
7/9/2007	Debit		\$ (7,206.81)	WFHM Mortgage
7/9/2007	Debit		\$ (242.08)	Encompass Insurance
7/9/2007	Debit		\$ (141.00)	Carabella
7/9/2007	Debit		\$ (50.00)	Oakmont Spa
7/9/2007	Debit		\$ (25.00)	Image Nails
			<u>\$(16,232.72)</u>	

On August 1, 2007, the balance of the actors' personal National City Bank account was \$1,232.07. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$17,000.00 from the victims' trust account and also received \$2,934.00 of Social Security Income on behalf of the victims between August 2, 2007 and August 21, 2007. The balance in the actors' personal account on August 21, 2007 was \$292.78. The actors received \$36,821.28 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

8/2/2007	Check	4080	\$ (14.00)	Don Biesinger
8/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
8/3/2007	Debit		\$ (200.00)	Chase
8/3/2007	Debit		\$ (200.00)	Citi Card Payment
8/3/2007	Debit		\$ (242.08)	Encompass Insurance
8/3/2007	Debit		\$ (1,652.00)	Eden Christian Academy
8/6/2007	Check	4116	\$ (200.00)	Olivia Phillips

8/6/2007	Check	4069	\$	(15.00)	Good Samaritan Hospice
8/7/2007	Check	4129	\$	(15.00)	Carl Herman Furs
8/7/2007	Check	4126	\$	(26.95)	Guardian
8/7/2007	Debit		\$	(371.27)	Retail Services
8/7/2007	Debit		\$	(354.20)	Golden Rule Ins
8/8/2007	Check	4127	\$	(94.73)	Equitable Gas
8/9/2007	Check	4125	\$	(550.00)	Kennihan's
8/9/2007	Debit		\$	(7,206.81)	WFHM Mortgage
8/9/2007	Debit		\$	(9,949.73)	American Express
8/10/2007	Debit		\$	(146.86)	VZ Wireless
8/10/2007	Debit		\$	(145.00)	Christian's Studio
8/10/2007	Debit		\$	(65.25)	Sheetz
8/10/2007	Debit		\$	(23.83)	Lowe's
8/13/2007	Debit		\$	(34.54)	Eckerd
8/15/2007	Check	4131	\$	(250.00)	Face to Face
8/15/2007	Debit		\$	(63.56)	Sheetz
8/15/2007	Debit		\$	(61.15)	Aladdins Eatery
8/15/2007	Debit		\$	(61.15)	Aladdins Eatery
8/20/2007	Check	4132	\$	(275.75)	Chase Automotive Finance
8/20/2007	Debit		\$	(1,112.86)	Daimler Chrysler
8/20/2007	Debit		\$	(1,351.60)	WF Loan/Line
8/20/2007	Debit		\$	(500.00)	10646 Perry Hgwy
8/20/2007	Debit		\$	(74.39)	Festival Foods
8/20/2007	Debit		\$	(16.00)	Image Nails
8/21/2007	Check	4130	\$	(29,420.86)	Chase
				<u>\$(55,694.57)</u>	

On September 4, 2007, the balance of the actors' personal National City Bank account was \$1,512.17. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between September 3, 2007 and September 7, 2007. The balance in the actors' personal account on September 7, 2007 was negative \$83.71. The actors received \$1,717.07.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

9/5/2007	Check	4155	\$	(80.00)	Shannon Creighan
9/5/2007	Check	4151	\$	(44.00)	Najat's Cuisine
9/5/2007	Check	4152	\$	(34.50)	Don Biesinger
9/5/2007	Check	4154	\$	(248.00)	Gary Pletsch
9/6/2007	Check	4148	\$	(26.00)	PA Department of Transportation
9/6/2007	Debit		\$	(200.00)	Citi Card Payment

9/6/2007	Debit		\$ (354.20)	Golden Rule Ins
9/7/2007	Check	4163	\$ (250.00)	Face to Face
9/7/2007	Check	4161	\$ (296.00)	C&K Enterprises
9/7/2007	Check	4156	\$ (200.00)	Cardmember Service
9/7/2007	Debit		\$ (7,206.81)	WFHM Mortgage
9/7/2007	Debit		\$ (9,373.44)	American Express
			<u>\$(18,312.95)</u>	

On October 1, 2007, the balance of the actors' personal National City Bank account was negative \$58.76. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$2,934.00 of Social Security Income on behalf of the victims between October 2, 2007 and October 22, 2007. The balance in the actors' personal account on October 22, 2007 was \$794.86. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

10/2/2007	Debit		\$ (200.00)	FIA CardServices
10/2/2007	Debit		\$ (48.65)	Mad Mex
10/2/2007	Debit		\$ (42.27)	Baierl Toyota Scion
10/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
10/3/2007	Debit		\$ (1,652.00)	Eden Christian Academy
10/4/2007	Debit		\$ (242.08)	Encompass Insurance
10/4/2007	Debit		\$ (16.00)	The Nail Place Orlando FL
10/5/2007	Check	4192	\$ (53.90)	Guardian
10/5/2007	Debit		\$ (200.00)	Citi Card Payment
10/5/2007	Debit		\$ (354.20)	Golden Rule Ins
10/5/2007	Debit		\$ (38.34)	Barney's New York FL
10/9/2007	Check	4182	\$ (25.00)	Eden Christian Academy
10/9/2007	Debit		\$ (7,206.81)	WFHM Mortgage
10/10/2007	Check	4189	\$ (100.00)	Campus Crusade for Christ
10/10/2007	Debit		\$ (850.00)	Online Payment to Reserve
10/10/2007	Debit		\$ (58.52)	Bass Pro Shops Orlando FL
10/12/2007	Debit		\$ (63.90)	Tweenies Orlando FL
10/15/2007	Debit		\$ (200.00)	8145 Vineland Ave Orlando FL
10/15/2007	Debit		\$ (71.44)	Bass Pro Shops Orlando FL
10/15/2007	Debit		\$ (26.21)	Oceanaire Seafood Roo Orlando FL
10/16/2007	Debit		\$ (397.50)	Big Toho Kissimmee FL
10/18/2007	Check	4196	\$ (275.75)	Chase Automotive Finance
10/18/2007	Debit		\$ (752.52)	Penn Power
10/18/2007	Debit		\$ (1,351.60)	WF Loan/Line

10/18/2007	Debit		\$ (58.65)	7 Eleven
10/19/2007	Debit		\$ (45.04)	Cards Plus
10/22/2007	Check	4199	\$ (430.00)	Face to Face
10/22/2007	Check	4205	\$ (80.85)	Guardian
10/22/2007	Check	4203	\$ (100.92)	Armstrong
10/22/2007	Debit		\$ (1,112.86)	Mercedes Benz Financial
10/22/2007	Debit		\$ (17.14)	Giant Eagle
10/22/2007	Debit		\$ (1.50)	Non-National City ATM Activity Fee
10/22/2007	Debit		\$ (3.73)	Automatic Payment to Cash Reserve
10/22/2007	Debit		\$ (3.00)	Cash Reserve Line of Credit Fee
			<u>\$(17,080.38)</u>	

On November 1, 2007, the balance of the actors' personal National City Bank account was \$7,459.60. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between November 2, 2007 and November 13, 2007. The balance in the actors' personal account on November 13, 2007 was \$2,214.53. The actors received \$155.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

11/2/2007	Check	4223	\$ (36.00)	Commonwealth of PA
11/2/2007	Check	4218	\$ (58.99)	North Pittsburgh Telephone Co
11/2/2007	Check	4219	\$ (90.38)	North Pittsburgh Telephone Co
11/2/2007	Debit		\$ (621.74)	ACS
11/2/2007	Debit		\$ (1,000.00)	Transfer to Savings
11/5/2007	Check	4220	\$ (557.80)	Avant Gardening
11/5/2007	Debit		\$ (5,876.15)	American Express
11/5/2007	Debit		\$ (242.08)	Encompass Insurance
11/5/2007	Debit		\$ (200.00)	FIA CardServices
11/5/2007	Debit		\$ (1,652.00)	Eden Christian Academy
11/5/2007	Debit		\$ (354.20)	Golden Rule Ins
11/6/2007	Check	4229	\$ (225.00)	Face to Face
11/6/2007	Check	4208	\$ (500.00)	Dustin Ainer (sp?)
11/6/2007	Check	4215	\$ (24.24)	Puzzlemania
11/6/2007	Check	4226	\$ (100.00)	Campus Crusade for Christ
11/6/2007	Debit		\$ (7,206.81)	WFHM Mortgage
11/7/2007	Debit		\$ (1,112.86)	Mercedes Benz Financial
11/8/2007	Debit		\$ (140.43)	VZ Wireless
11/8/2007	Debit		\$ (200.00)	USC Click to Pay Payment
11/13/2007	Check	4230	\$ (22.00)	Lifetouch
11/13/2007	Check	4234	\$ (22.00)	Lifetouch

11/13/2007	Check	4232	\$ (22.00)	Lifetouch
11/13/2007	Check	4233	\$ (25.00)	Lifetouch
11/13/2007	Check	4231	\$ (25.00)	Lifetouch
11/13/2007	Debit		\$ (72.12)	7 Eleven
11/13/2007	Debit		\$ (13.27)	Giant Eagle
			<u>\$(20,424.05)</u>	

On December 3, 2007, the balance of the actors' personal National City Bank account was negative \$99.41. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between December 4, 2007 and December 11, 2007. The balance in the actors' personal account on December 11, 2007 was \$4,759.40. The actors received \$1,500.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

12/4/2007	Check	4257	\$ (150.00)	Korkey Noah Kibbey
12/5/2007	Debit		\$ (354.20)	Golden Rule Ins
12/6/2007	Check	4261	\$ (27.23)	Commonwealth of PA
12/6/2007	Debit		\$ (242.08)	Encompass Insurance
12/7/2007	Debit		\$ (200.00)	Citi Card Payment
12/7/2007	Debit		\$ (2,537.87)	Retail Services
12/10/2007	Check	4252	\$ (23.00)	Elizabeth Helsel
12/10/2007	Debit		\$ (700.00)	FIA CardServices
12/11/2007	Check	4264	\$ (200.00)	Face to Face
12/11/2007	Debit		\$ (7,206.81)	WFHM Mortgage
			<u>\$(11,641.19)</u>	

On January 2, 2008, the balance of the actors' personal National City Bank account was \$5,671.67. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account between January 3, 2008 and January 4, 2008. The balance in the actors' personal account on January 4, 2008 was \$3,733.20. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

1/3/2008	Debit		\$ (242.08)	Encompass Insurance
1/3/2008	Debit		\$ (1,652.00)	Eden Christian Academy
1/4/2008	Check	4294	\$ (500.00)	Northway Christian Community
1/4/2008	Check	4300	\$ (1,000.00)	Northway Christian Community
1/4/2008	Check	4283	\$ (188.00)	John Grady/Dan Kastner
1/4/2008	Debit		\$ (5,876.15)	American Express
1/4/2008	Debit		\$ (200.00)	Citi Card Payment

1/4/2008	Debit	\$ (7,280.24)	WFHM Mortgage
		<u>\$(16,938.47)</u>	

On February 3, 2008 the balance of the actors' personal National City Bank account was \$312.49. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$25,055.30 from the victims' trust account and also received \$3,000.00 of Social Security Income on behalf of the victims between February 4, 2008 and March 3, 2008. The balance in the actors' personal account on March 3, 2008 was \$1,412.12. The actors received \$43,697.45 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

2/4/2008	Check	4311	\$ (21.00)	Eden Christian Academy
2/4/2008	Debit		\$ (1,652.00)	Eden Christian Academy
2/4/2008	Debit		\$ (354.20)	Golden Rule Ins
				Légo Imagination Center Lake Buena
2/4/2008	Debit		\$ (138.42)	FL
2/4/2008	Debit		\$ (108.61)	Vineland Facto Orlando FL
2/4/2008	Debit		\$ (65.00)	Northway Christian Community
2/4/2008	Debit		\$ (61.34)	Oilily Orlando FL
2/4/2008	Debit		\$ (1,000.00)	Transfer to Savings
2/6/2008	Debit		\$ (200.00)	UCS-Click to Pay
2/6/2008	Debit		\$ (297.94)	Whole Foods
2/8/2008	Check	4321	\$ (35.00)	Ellen Garfke (sp?)
2/11/2008	Check	4331	\$ (466.38)	Equitable Gas
2/11/2008	Check	4327	\$ (1,492.65)	Saks Fifth Avenue
2/11/2008	Debit		\$ (307.28)	East End Food Co-Op
2/11/2008	Debit		\$ (172.54)	Aladdins Eatery
2/11/2008	Debit		\$ (65.00)	Northway Christian Community
2/12/2008	Check	4336	\$ (385.00)	Face to Face
2/12/2008	Debit		\$ (7,280.24)	WFHM Mortgage
2/2008	Debit		\$ (96.00)	Byetique
2/12/2008	Debit		\$ (61.00)	7 Eleven
2/12/2008	Debit		\$ (9.49)	Panera Bread
2/12/2008	Debit		\$(16,000.00)	Debit Memo - Dr. Daniel Pompa
2/13/2008	Debit		\$ (65.00)	Northway Christian Community
2/13/2008	Debit		\$ (22.34)	Eckerd
2/15/2008	Debit		\$ (1,467.32)	American Express
2/15/2008	Debit		\$ (804.77)	Penn Power
2/19/2008	Debit		\$ (1,112.86)	Mercedes Benz Financial
2/19/2008	Debit		\$ (286.66)	Ski North

2/19/2008	Debit		\$ (256.00)	7 Springs Tickets
2/19/2008	Debit		\$ (130.00)	Northway Christian Community
2/19/2008	Debit		\$ (62.98)	Co-Op
2/19/2008	Debit		\$ (53.60)	Co-Op
2/20/2008	Check	4342	\$ (187.50)	John Grady/Dan Kastner
2/20/2008	Check	4352	\$ (26.95)	Guardian
2/20/2008	Check	4353	\$ (86.77)	North Pittsburgh Telephone Co
2/20/2008	Check	4350	\$ (164.85)	Armstrong
2/20/2008	Debit		\$ (2,420.40)	Retail Services
2/20/2008	Debit		\$ (1,351.60)	WF Loan/Line
2/20/2008	Debit		\$ (657.00)	Bank of America
2/20/2008	Debit		\$ (44.05)	Automatic Payment to Cash Reserve
2/20/2008	Debit		\$ (3.00)	Cash Reserve Line of Credit Fee
2/21/2008	Check	4345	\$ (225.00)	Face to Face
2/21/2008	Check	4332	\$ (24.24)	Highlights Puzzlemania
2/21/2008	Check	4333	\$ (20.93)	Highlights
2/22/2008	Debit		\$ (700.00)	FIA CardServices
2/22/2008	Debit		\$ (621.74)	ACS
2/25/2008	Check	4356	\$ (60.00)	Lisa Bacco
2/25/2008	Check	4355	\$ (150.00)	Diane Karichko
2/25/2008	Check	4354	\$ (200.00)	Campus Crusade for Christ
2/25/2008	Debit		\$ (1,075.67)	Online Payment to Reserve
2/25/2008	Debit		\$ (547.88)	Whole Foods
2/25/2008	Debit		\$ (157.08)	Christian's Studio
2/25/2008	Debit		\$ (61.00)	Sunoco
2/25/2008	Debit		\$ (43.33)	Toys R Us
2/25/2008	Debit		\$ (37.69)	Sweet Peas
2/25/2008	Debit		\$ (13.00)	Image Nails
2/25/2008	Debit		\$ (10.63)	Cogo's
2/26/2008	Check	4357	\$ (215.00)	Face to Face
2/26/2008	Check	4362	\$ (15,000.00)	Pompa Health Solutions
2/26/2008	Check	4360	\$ (800.00)	Fifth Third Bank
2/26/2008	Debit		\$ (100.00)	Retail Services
2/26/2008	Debit		\$ (4,000.00)	Wire Transfer Debit
2/27/2008	Check	4359	\$ (1,552.29)	Northwestern Mutual
2/27/2008	Check	4348	\$ (25.33)	Highlights for Children
2/27/2008	Check	4347	\$ (56.36)	Highlights for Children
2/27/2008	Debit		\$ (256.00)	7 Springs Tickets
2/27/2008	Debit		\$ (65.00)	Northway Christian Community
2/28/2008	Check	4364	\$ (450.00)	Community Mgmt
2/28/2008	Debit		\$ (156.01)	VZ Wireless

2/28/2008	Debit		\$ (348.66)	Online Payment to Reserve
2/28/2008	Debit		\$ (449.99)	Al's Ski Barn
2/29/2008	Check	4368	\$ (200.00)	Lisa Bacco
2/29/2008	Debit		\$ (35.00)	Image Nails
3/3/2008	Check	4346	\$ (275.75)	Chase Automotive Finance
3/3/2008	Check	4366	\$ (325.00)	First National Bank
3/3/2008	Debit		\$ (1,652.00)	Eden Christian Academy
3/3/2008	Debit		\$ (92.22)	Mud Pie
3/3/2008	Debit		\$ (65.55)	Amoco Oil
3/3/2008	Debit		\$ (65.00)	Northway Christian Community
3/3/2008	Debit		\$ (47.03)	Paradies - Pittsburgh
3/3/2008	Debit		\$ (1,000.00)	Transfer to Sayings
			<u>\$ (70,653.12)</u>	

On March 3, 2008, the balance of the actors' personal National City Bank account was \$1,412.12. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,284.08 from the victims' trust account between March 3, 2008 and March 11, 2008. The balance in the actors' personal account on March 11, 2008 was \$8,800.27. The actors received \$2,000.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

3/4/2008	Check	4344	\$ (22.85)	Student Treasures Publi
3/5/2008	Debit		\$ (354.20)	Golden Rule Ins
3/6/2008	Debit		\$ (65.00)	Northway Christian Community
3/7/2008	Check	4369	\$ (165.00)	Face to Face
3/10/2008	Check	4374	\$ (200.00)	Jackie Rohmer
3/10/2008	Debit		\$ (34.17)	FIA Card Services
3/10/2008	Debit		\$ (721.24)	Encompass Insurance
3/10/2008	Debit		\$ (208.04)	GAP
3/10/2008	Debit		\$ (65.00)	Northway Christian Community
3/10/2008	Debit		\$ (65.00)	Northway Christian Community
3/10/2008	Debit		\$ (47.16)	Giant Eagle /
3/10/2008	Debit		(13.00)	Image Nails
3/11/2008	Check	4372	\$ (455.00)	Equitable Gas
3/11/2008	Debit		\$ (7,280.27)	WFHM Mortgage
3/11/2008	Debit		\$ (200.00)	UCS-Click to Pay
			<u>\$ (9,895.93)</u>	

On April 1, 2008 the balance of the actors' personal National City Bank account was \$4,359.83. The actors, in furtherance of the fraud and to appropriate trust funds to

finance their lifestyle, obtained \$15,000.00 from the victims' trust account on April 2, 2008. The balance in the actors' personal account on April 7, 2008 was \$211.58. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

4/2/2008	Debit		\$ (1,000.00)	Transfer to Savings
4/3/2008	Debit		\$ (1,652.20)	Eden Christian Academy
4/4/2008	Debit		\$ (395.00)	SARL Igm Saint Martin
4/4/2008	Debit		\$ (60.28)	Bioman Shop Saint Martin
4/4/2008	Debit		\$ (31.10)	LA Main A LA Pate St Martin
4/4/2008	Debit		\$ (1.21)	Intl Transaction Fee
4/7/2008	Check	4402	\$(15,359.04)	American Express
4/7/2008	Debit		\$ (402.50)	Golden Rule Ins
4/7/2008	Debit		\$ (103.38)	Le Marrakech St Martin
4/7/2008	Debit		\$ (54.00)	Top Carrot Colebay
4/7/2008	Debit		\$ (42.00)	Top Carrot Colebay
4/7/2008	Debit		\$ (15.98)	GAP
4/7/2008	Debit		\$ (15.00)	Top Carrot Colebay
4/7/2008	Debit		\$ (14.49)	Festival Foods
4/7/2008	Debit		\$ (2.07)	Intl Transaction Fee
			<u>\$(19,148.25)</u>	

On July 1, 2008 the balance of the actors' personal National City Bank account was \$984.58. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$30,675.41 from the victims' trust account and also received \$3,000.00 of Social Security Income on behalf of the victims between July 2, 2008 and July 16, 2008. The balance in the actors' personal account on July 16, 2008 was \$879.00. The actors received \$766.32 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

7/2/2008	Check	4510	\$ (262.24)	John Grady/Dan Kastner
7/2/2008	Debit		\$ (621.74)	ACS
7/2/2008	Debit		\$ (1,000.00)	Transfer to Savings
7/3/2008	Debit		\$ (1,992.00)	Eden Christian Academy
7/3/2008	Debit		\$ (75.00)	Sheetz
7/7/2008	Check	4513	\$ (184.53)	Equitable Gas
7/7/2008	Check	4515	\$ (85.61)	Consolidated Comm
7/7/2008	Debit		\$ (61.29)	Walnut Grove
7/8/2008	Debit		\$ (371.23)	VZ Wireless
7/8/2008	Debit		\$ (100.00)	HSBC
7/9/2008	Check	4518	\$ (73.59)	Somerset Rural Electric

7/9/2008	Check	4512	\$ (135.00)	Christian's Studio
7/9/2008	Debit		\$ (7,280.24)	WFHM Mortgage
7/10/2008	Check	4517	\$ (316.48)	Cranberry Twp
7/10/2008	Check	4526	\$ (735.00)	Jim Janovayak
7/10/2008	Debit		\$ (100.00)	Retail Services
7/10/2008	Debit		\$ (700.00)	FLA CardServices
7/14/2008	Check	4416	\$ (24.00)	Lifetouch
7/14/2008	Debit		\$ (8,585.64)	American Express
7/14/2008	Debit		\$ (403.23)	94004 Mega
7/15/2008	Check	4525	\$ (5,166.75)	Northwest Savings Bank
7/15/2008	Check	4527	\$ (95.00)	Settt?????
7/15/2008	Check	4528	\$ (16.00)	The Country School Farm
7/15/2008	Debit		\$ (5,526.74)	Lowes
7/16/2008	Check	4524	\$ (36.00)	Commonwealth of PA
7/16/2008	Debit		\$ (600.00)	Online Payment to Reserve
			<u>\$(34,547.31)</u>	

On July 31, 2008 the balance of the actors' personal National City Bank account was \$10,773.88. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$70,000.00 from the victims' trust account and also received \$3,000.00 of Social Security Income on behalf of the victims between August 1, 2008 and September 2, 2008. The balance in the actors' personal account on September 2, 2008 was negative \$614.72. The actors received \$7,396.03 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

8/1/2008	Check	4548	\$ (11.00)	Pittsburgh Parking Court
8/4/2008	Check	4555	\$(28,126.53)	American Express
8/4/2008	Debit		\$ (621.74)	ACS
8/4/2008	Debit		\$ (1,792.00)	Eden Christian Academy
8/4/2008	Debit		\$ (398.50)	Maxalto
8/4/2008	Debit		\$ (1,000.00)	Transfer to Savings
8/5/2008	Check	4559	\$(15,157.31)	Caruso Design Group
8/5/2008	Debit		\$ (100.00)	Retail Services
8/6/2008	Check	4558	\$ (1,552.29)	Northwestern Mutual
8/6/2008	Check	4567	\$ (94.14)	Armstrong
8/6/2008	Check	4568	\$ (584.85)	Bobby Rahal Motorcar
8/6/2008	Check	4569	\$ (213.13)	East End Food Co-Op
8/7/2008	Check	4561	\$ (40.00)	Kelly Volt
8/7/2008	Check	4570	\$ (300.00)	Diana Graft
8/8/2008	Check	4565	\$ (262.24)	John Grady/Dan Kastner

8/8/2008	Check	4564	\$ (5,166.75)	Northwest Savings Bank
8/8/2008	Debit		\$ (100.00)	Citi Card Payment
8/8/2008	Debit		\$ (7,280.24)	WFHM Mortgage
				State of Delaware/Justice of Peace
8/11/2008	Check	4562	\$ (117.75)	Court
8/11/2008	Check	4571	\$ (515.00)	Retail Services
8/11/2008	Check	4581	\$ (445.00)	Bob Harrity
8/11/2008	Debit		\$ (1,139.84)	Bed, Bath & Beyond
8/11/2008	Debit		\$ (75.00)	Sunoco
8/12/2008	Check	4560	\$ (120.00)	Middle School ????
8/12/2008	Check	4554	\$ (696.66)	Tom Rowader
8/12/2008	Check	4582	\$ (150.00)	Diana Graft
8/12/2008	Debit		\$ (403.23)	94004 Mega
8/12/2008	Debit		\$ (53.35)	Festival Foods
8/13/2008	Check	4580	\$ (2,000.00)	Saks Fifth Avenue
8/13/2008	Check	4574	\$ (26.95)	Guardian
8/13/2008	Check	4576	\$ (79.90)	Guardian
8/13/2008	Check	4578	\$ (106.42)	Armstrong
8/13/2008	Debit		\$ (413.09)	Whole Foods
8/13/2008	Debit		\$ (57.73)	Wine & Spirits
8/14/2008	Check	4556	\$ (68.44)	Seven Springs Municipal Authority
8/14/2008	Check	4579	\$ (110.27)	Somerset Rural Electric
8/15/2008	Debit		\$ (800.00)	FIA CardServices
8/15/2008	Debit		\$ (884.40)	Penn Power
8/15/2008	Debit		\$ (1,112.86)	Mercedes Benz Financial
8/15/2008	Debit		\$ (120.00)	World Health Products
8/18/2008	Check	4584	\$ (30.00)	Danielle Williams
8/18/2008	Check	4583	\$ (240.00)	Jim Janovayak
8/18/2008	Debit		\$ (87.00)	East End Food Co-Op
8/18/2008	Debit		\$ (73.10)	7 Eleven
8/18/2008	Debit		\$ (73.00)	Giant Eagle
8/18/2008	Debit		\$ (45.00)	Image Nails
8/18/2008	Debit		\$ (15.00)	Image Nails
8/19/2008	Check	4586	\$ (24.95)	Najat's Cuisine
8/19/2008	Debit		\$ (1,351.60)	WF Loan/Line
8/19/2008	Debit		\$ (129.57)	Whole Foods
8/19/2008	Debit		\$ (70.00)	Capital Grille
8/19/2008	Debit		\$ (50.00)	Orlando Slingshot Orlando FL
8/19/2008	Debit		\$ (25.56)	Magical Midway Orlando FL
8/19/2008	Debit		\$ (20.00)	Orlando Slingshot Orlando FL

8/20/2008	Check	4572	\$ (2,493.10)	Avant Gardening
8/20/2008	Debit		\$ (52.00)	NASE, Inc
8/20/2008	Debit		\$ (67.50)	BP Oil
8/20/2008	Debit		\$ (17.00)	Wire Transfer Fee
8/20/2008	Debit		\$ (3.00)	Cash Reserve Line of Credit Fee
8/22/2008	Check	4585	\$ (22.50)	Silver Wheel Farm
8/22/2008	Debit		\$ (469.37)	Bed, Bath & Beyond
8/22/2008	Debit		\$ (178.10)	Metabolic Maintenance
8/22/2008	Debit		\$ (126.40)	Horchow
8/25/2008	Check	4588	\$ (275.75)	Chase Automotive Finance
8/25/2008	Debit		\$ (1,000.00)	FIA CardServices
8/25/2008	Debit		\$ (319.99)	Young Living Essentl
8/25/2008	Debit		\$ (203.05)	Vitamin Research
8/25/2008	Debit		\$ (105.60)	Metabolic Maintenance
8/25/2008	Debit		\$ (81.09)	Gulf Oil
8/25/2008	Debit		\$ (74.70)	Sheetz
8/25/2008	Debit		\$ (67.01)	BP Oil
8/25/2008	Debit		\$ (20.00)	Online Continuing Ed
8/25/2008	Debit		\$ (20.00)	Online Continuing Ed
8/25/2008	Debit		\$ (20.00)	Online Continuing Ed
8/26/2008	Check	4591	\$ (375.40)	Owl Cleaners
8/26/2008	Debit		\$ (210.00)	Your Energy Systems
8/26/2008	Debit		\$ (165.80)	Harrison Chiropractic
8/26/2008	Debit		\$ (20.00)	Online Continuing Ed
8/26/2008	Debit		\$ (20.00)	Online Continuing Ed
8/26/2008	Debit		\$ (20.00)	Online Continuing Ed
8/27/2008	Check	4592	\$ (60.00)	PA Department of Revenue
8/27/2008	Check	4593	\$ (60.00)	PA Department of Revenue
8/27/2008	Debit		\$ (381.42)	Wilderness Family Natural
8/27/2008	Debit		\$ (250.35)	Bed, Bath & Beyond
8/27/2008	Debit		\$ (182.58)	7 Springs F And B II
8/27/2008	Debit		\$ (167.50)	Deseret Biologicals
8/28/2008	Debit		\$ (300.00)	Bank of America
8/28/2008	Debit		\$ (425.00)	Gorsuch Ltd Catalog
8/28/2008	Debit		\$ (331.85)	Vitamin Research
8/28/2008	Debit		\$ (40.54)	Emerson Ecologics
8/28/2008	Debit		\$ (40.00)	Online Continuing Ed
8/28/2008	Debit		\$ (21.00)	Online Continuing Ed
8/28/2008	Debit		\$ (20.00)	Online Continuing Ed
8/29/2008	Check	4597	\$ (800.00)	Fifth Third Bank
8/29/2008	Check	4596	\$ (187.21)	Equitable Gas

8/29/2008	Debit	\$ (160.00)	Garden of Life
8/29/2008	Debit	\$ (74.36)	BP Oil
8/29/2008	Debit	\$ (40.00)	Online Continuing Ed
8/29/2008	Debit	\$ (32.29)	Meyer Distributing
9/2/2008	Check 4587	\$ (11.50)	Cash
9/2/2008	Debit	\$ (2,351.42)	American Express
9/2/2008	Debit	\$ (621.74)	ACS
9/2/2008	Debit	\$ (500.00)	Bank of America
9/2/2008	Debit	\$ (690.15)	Maser Galleries
9/2/2008	Debit	\$ (486.85)	Feathers
9/2/2008	Debit	\$ (338.37)	Circular Traction Supp
9/2/2008	Debit	\$ (254.38)	Maxalto
9/2/2008	Debit	\$ (239.96)	www.kitchen2000.com
9/2/2008	Debit	\$ (155.32)	Ace Hardware
9/2/2008	Debit	\$ (154.77)	Ebags.com
9/2/2008	Debit	\$ (81.32)	Feathers
9/2/2008	Debit	\$ (78.00)	Supoco
9/2/2008	Debit	\$ (66.00)	Online Continuing Ed
9/2/2008	Debit	\$ (66.00)	Online Continuing Ed
9/2/2008	Debit	\$ (66.00)	Online Continuing Ed
9/2/2008	Debit	\$ (1,000.00)	Transfer to Savings
9/2/2008	Debit	\$ (30.00)	Overdraft Charge
9/2/2008	Debit	\$ (30.00)	Overdraft Charge
9/2/2008	Debit	\$ (30.00)	Overdraft Charge
		<u>\$ (91,784.63)</u>	

On September 3, 2008 the balance of the actors' personal National City Bank account was \$1,185.28. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$3,000.00 of Social Security Income on behalf of the victims between September 4, 2008 and September 12, 2008. The balance in the actors' personal account on September 12, 2008 was \$3,448.75. The actors received \$1,016.62 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

9/4/2008	Debit	\$ (29.65)	Burtons Total
9/5/2008	Debit	\$ (120.44)	Giant Eagle
9/5/2008	Debit	\$ (60.11)	BP Oil
9/8/2008	Debit	\$ (100.00)	Citi Card Payment
9/8/2008	Debit	\$ (285.04)	Dicks Clothing
9/8/2008	Debit	\$ (70.38)	The Home Depot

9/8/2008	Debit		\$ (40.54)	Emerson Ecologies
9/9/2008	Check	4602	\$ (80.00)	Jim Janovayak
9/9/2008	Check	4603	\$ (5,166.75)	Northwest Savings Bank
9/9/2008	Debit		\$ (88.79)	Pizza Fusion
9/9/2008	Debit		\$ (16.92)	Hollywood Video
9/10/2008	Check	4605	\$ (160.45)	Bobby Rahal Motorcar
9/10/2008	Debit		\$ (146.22)	Aladdins Eatery
9/10/2008	Debit		\$ (78.49)	Sheetz
9/11/2008	Debit		\$ (7,280.24)	WFHM Mortgage
9/12/2008	Check	4606	\$ (72.00)	Derek Grieco
9/12/2008	Check	4608	\$ (53.90)	Guardian
9/12/2008	Debit		\$ (2,500.00)	Online Payment to Reserve
9/12/2008	Debit		\$ (403.23)	94004 Mega
			<u>\$(16,349.92)</u>	

On October 2, 2008 the balance of the actors' personal National City Bank account was \$2,226.74. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$19,131.09 from the victims' trust account and also received \$3,000.00 of Social Security Income on behalf of the victims between October 3, 2008 and October 15, 2008. The balance in the actors' personal account on October 15, 2008 was \$1,215.03. The actors received \$66.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

10/3/2008	Check	4630	\$ (16.96)	Lifetouch
10/3/2008	Check	4638	\$ (19.96)	Lifetouch
10/3/2008	Check	4631	\$ (109.35)	Armstrong
10/3/2008	Debit		\$ (100.00)	Retail Services
10/3/2008	Debit		\$ (303.29)	Eden Christian Academy
10/3/2008	Debit		\$ (75.00)	BP Oil
10/6/2008	Check	4626	\$ (812.58)	Cranberry Twp
10/6/2008	Debit		\$ (385.56)	Encompass Insurance
10/7/2008	Check	4640	\$ (160.00)	Jim Janovayak
10/7/2008	Check	4632	\$ (1,038.26)	Southwind Homeowners Assoc
10/7/2008	Check	4635	\$ (5,166.75)	Northwest Savings Bank
10/8/2008	Check	4639	\$ (80.00)	Carol Sarlovis
10/8/2008	Debit		\$ (7,280.24)	WFHM Mortgage
10/8/2008	Debit		\$ (61.48)	BP Oil
10/9/2008	Check	4646	\$ (86.33)	Consolidated Comm
10/9/2008	Check	4634	\$ (50.00)	Doug Kepreos Basketball
10/10/2008	Debit		\$ (6,193.23)	American Express

10/14/2008	Check	4648	\$ (2.50)	PA Turnpike Commission
10/14/2008	Debit		\$ (621.74)	ACS
10/14/2008	Debit		\$ (403.23)	94004 Mega
10/14/2008	Debit		\$ (59.67)	7 Eleven
10/15/2008	Check	4649	\$ (100.00)	Pamela Janovyak
10/15/2008	Debit		\$ (82.67)	Target
			<u>\$(23,208.80)</u>	

On November 3, 2008 the balance of the actors' personal National City Bank account was \$41.77. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on November 4, 2008. The balance in the actors' personal account on November 10, 2008 was \$5,589.31. The actors received \$5,566.02 of legitimate income during this time period. During this period, the actors made the following payments from their personal National City Bank account:

11/4/2008	Debit		\$ (990.78)	Online Payment to Reserve
11/5/2008	Check	4658	\$ (524.48)	John Grady/Dan Kastner
11/5/2008	Debit		\$ (50.33)	BP Oil
11/7/2008	Check	4655	\$ (125.29)	Armstrong
11/10/2008	Check	298167	\$ (7,280.24)	Wells Fargo Financial
11/10/2008	Check	23	\$ (383.92)	Encompass Insurance
11/10/2008	Check	24	\$ (5,166.75)	Northwest Savings Bank
11/10/2008	Debit		\$ (496.69)	Ski North
			<u>\$(15,018.48)</u>	

In furtherance of the fraud and to appropriate trust funds to finance their lifestyle, on December 8, 2009 the actors opened their personal NexTier Bank account and obtained \$15,000.00 from the victims' trust account. The balance of the actors' personal account on December 12, 2008 was \$8,013.30. The actors received no legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

12/8/2008	FEE		\$ (12.00)	Wire Fee
12/11/2008	CHECK	101	\$(1,252.95)	UNKNOWN
12/12/2008	CHECK	102	\$(5,166.75)	Northwest Savings Bank
12/12/2008	CHECK	105	\$ (555.00)	Cicarelli Landscaping
			<u>\$(6,986.70)</u>	

On January 5, 2009 the balance of the actors' personal NexTier Bank account was \$6,526.34. The actors, in furtherance of the fraud and to appropriate trust funds to

finance their lifestyle, obtained \$15,000.00 from the victims' trust account on January 6, 2009. The balance in the actors' personal account on January 13, 2009 was \$1,541.02. The actors received \$2,000.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

1/6/2009	CHECK	109	\$ (100.00)	Darlene Grieco
1/6/2009	FEE		\$ (12.00)	UNKNOWN
1/7/2009	CHECK	128	\$(1,000.00)	North Way Christian Community
1/7/2009	CHECK	110	\$(1,000.00)	North Way Christian Community
1/7/2009	CHECK	125	\$ (100.00)	North Way Christian Community
1/8/2009	PMT		\$ (25.98)	Leone Animal Supply
1/8/2009	CHECK	129	\$ (383.92)	Encompass Ins
1/8/2009	CHECK	127	\$(5,500.00)	American Express
1/12/2009	PMT	134	\$(1,252.84)	ACS
1/12/2009	CHECK	131	\$(5,166.75)	Northwest Savings Bank
1/12/2009	CHECK	130	\$ (148.64)	Armstrong
1/12/2009	CHECK	135	\$ (74.33)	Verizon
1/12/2009	CHECK	133	\$ (8.00)	Carl W. Herrmann, Inc
1/13/2009	CHECK	132	\$(7,212.86)	WFHM Mortgage
			<u>\$(21,985.32)</u>	

On February 4, 2009 the balance of the actors' personal NexTier Bank account was \$1,635.43. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on February 5, 2009. The balance in the actors' personal account on February 11, 2009 was \$4,716.84. The actors received \$3,942.55 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

2/5/2009	CHECK	158	\$ (240.00)	Dr. Carol Sarlonis (sp?)
2/5/2009	FEE		\$ (12.00)	Wire Fee
2/6/2009	FEE		\$ (8.00)	Replacement Card Fee
2/6/2009	CHECK	146	\$ (140.00)	Diane Graft
2/6/2009	CHECK	155	\$ (26.95)	Guardian Protection
2/7/2009	PMT		\$ (42.45)	Get Go #30
2/9/2009	CHECK	166	\$(2,247.73)	American Express
2/10/2009	CHECK	164	\$ (174.40)	Dom People Gas
2/10/2009	CHECK	161	\$(5,166.75)	Northwest Savings Bank
2/10/2009	CHECK	163	\$ (590.00)	Equitable Gas
2/11/2009	CHECK	162	\$(7,212.86)	WFHM Mortgage
			<u>\$(15,861.14)</u>	

On March 2, 2009 the balance of the actors' personal NexTier Bank account was \$4,524.46. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account and also received \$1,587.00 of Social Security Income on behalf of one of the victims between March 3, 2009 and March 16, 2009. The balance in the actors' personal account on March 16, 2009 was \$3,224.45. The actors received \$4,000.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

3/3/2009	CHECK	181	\$ (696.75)	Penn Power
3/3/2009	CHECK	187	\$ (800.00)	Fifth Third Bank
3/3/2009	CHECK	182	\$ (284.87)	Somerset Rural Electric
3/3/2009	FEE		\$ (12.00)	Wire Fee
3/4/2009	PMT		\$ (485.83)	Whole Food
3/6/2009	PMT		\$ (30.98)	East End Food Co-Op
3/6/2009	CHECK	183	\$ (26.95)	Guardian Protection
3/9/2009	PMT		\$ (34.50)	Schoeneman
3/9/2009	PMT		\$ (162.32)	Whole Food
3/9/2009	CHECK	191	\$ (602.96)	Dom People Gas
3/9/2009	CHECK	190	\$ (383.92)	Encompass Ins
3/9/2009	CHECK	197	\$ (759.30)	Equitable Gas
3/9/2009	CHECK	184	\$ (52.25)	Consolidated Comm
3/10/2009	PMT		\$ (61.06)	Giant Eagle
3/10/2009	PMT		\$ (3.29)	Whole Food
3/10/2009	CHECK	189	\$(7,212.86)	WFHM Mortgage
3/10/2009	CHECK	195	\$ (207.82)	VZ Wireless
3/11/2009	PMT		\$ (40.85)	Sheetz
3/11/2009	CHECK	194	\$(1,665.03)	Tuscany Village Vacation Suites
3/11/2009	CHECK	193	\$(1,390.00)	Divi Hotel/Little Bay Hotel Op
3/11/2009	CHECK	188	\$ (798.25)	Frick Hospital
3/11/2009	CHECK	186	\$ (171.95)	Armstrong
3/12/2009	PMT		\$ (13.00)	Image Nails
3/13/2009	PMT		\$ (138.03)	Don's Appliance
3/13/2009	PMT		\$ (22.21)	Lifeway Cus
3/13/2009	CHECK	185	\$ (145.27)	Armstrong
3/14/2009	WD		\$ (500.00)	Cash
3/14/2009	PMT		\$ (18.01)	Dick's Sport
3/16/2009	CHECK	192	\$(5,166.75)	Northwest Savings Bank
			<u>\$(21,887.01)</u>	

On April 2, 2009 the balance of the actors' personal NexTier Bank account was \$3,545.04. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on April 3, 2009. The balance in the actors' personal account on April 8, 2009 was \$6,438.43. The actors received \$3,720.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

4/3/2009	FEE		\$ (12.00)	Wire Fee
4/6/2009	CHECK	214	\$ (52.80)	Consolidated Comm
4/7/2009	CHECK	213	\$(1,203.75)	Avant Gardening
4/7/2009	CHECK	212	\$ (520.05)	Equitable Gas
4/7/2009	CHECK	211	\$ (384.00)	Cranberry Township
4/8/2009	FEE		\$ (25.30)	Check Book Fee
4/8/2009	PMT		\$ (250.90)	Derek P. Grieco
4/8/2009	CHECK	215	\$(7,212.86)	WFHM Mortgage
4/8/2009	CHECK	217	\$(5,166.75)	Northwest Savings Bank
4/8/2009	CHECK	210	\$ (500.00)	Bill & Dawn Roy
4/8/2009	CHECK	220	\$ (498.20)	AV Design Solutions Inc
			<u>\$(15,826.61)</u>	

On April 30, 2009 the balance of the actors' personal NexTier Bank account was \$2,577.64. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on May 1, 2009. The balance in the actors' personal account on May 12, 2009 was \$7,034.84. The actors received \$16,200.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

5/1/2009	CHECK	241	\$ (800.00)	Fifth Third Bank
5/1/2009	FEE		\$ (12.00)	Wire Fee
5/2/2009	PMT		\$ (28.67)	Dick's Sport
5/6/2009	CHECK	228	\$(1,800.00)	North Way Christian Community
5/6/2009	CHECK	253	\$ (500.00)	North Way Christian Community
5/6/2009	CHECK	145	\$ (500.00)	North Way Christian Community
5/6/2009	CHECK	243	\$ (306.38)	Equitable Gas
5/6/2009	CHECK	254	\$ (40.00)	North Way Christian Community
5/7/2009	CHECK	249	\$(7,212.86)	WFHM Mortgage
5/7/2009	CHECK	246	\$ (411.92)	Encompass Ins
5/7/2009	CHECK	248	\$ (203.71)	VZ Wireless
5/7/2009	CHECK	251	\$(3,533.17)	American Express

5/7/2009	CHECK	247	\$ (192.90)	Somerset Rural Electric
5/8/2009	PMT		\$(1,633.15)	Dirty Harry's Bicycles, Inc
5/8/2009	CHECK	245	\$(1,252.84)	ACS
5/8/2009	CHECK	244	\$ (239.44)	Dom People Gas
5/9/2009	PMT		\$ (35.00)	Image Nails
5/10/2009	PMT		\$ (109.17)	Dirty Harry's Bicycles, Inc
5/11/2009	PMT		\$ (1.83)	The Coffee
5/11/2009	CHECK	242	\$ (72.86)	Verizon
5/11/2009	CHECK	250	\$ (175.00)	David A. Sauter
5/11/2009	CHECK	237	\$ (7.00)	Eden Christian Academy
5/12/2009	CHECK	257	\$ (122.88)	Gap, Inc
5/12/2009	CHECK	258	\$ (72.20)	Verizon
5/12/2009	CHECK	256	\$(4,115.00)	Department of Rev. -210-58-8628
5/12/2009	CHECK	260	\$(3,200.00)	Dirty Harry's Bicycles, Inc
5/12/2009	CHECK	259	\$ (164.82)	Somerset Rural Electric
			<u>\$(26,742.80)</u>	

On June 3, 2009 the balance of the actors' personal NexTier Bank account was \$759.98. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$20,400.00 from the victims' trust account and also received \$1,587.00 of Social Security Income on behalf of one of the victims between June 4, 2009 and June 15, 2009. The balance in the actors' personal account on June 15, 2009 was \$7,917.90. The actors received \$2,005.31 of legitimate income this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

6/4/2009	PMT		\$ (35.00)	Image Nails
6/4/2009	CHECK	276	\$ (600.00)	Campus Crusade 4 Christ
6/4/2009	CHECK	271	\$ (129.27)	Armstrong
6/4/2009	CHECK	270	\$ (114.55)	Armstrong
6/4/2009	CHECK	288	\$ (14.75)	Debbie Balla
6/5/2009	PMT		\$ (46.75)	Dick's Sport
6/5/2009	CHECK	286	\$(1,182.23)	Penn Power
6/6/2009	PMT		\$ (14.32)	Wexford Ace
6/6/2009	PMT		\$ (25.42)	Barnes & Noble
6/8/2009	CHECK	287	\$ (100.00)	Ellen Gaefke
6/9/2009	CHECK	283	\$ (150.00)	Eden Christian Academy
6/9/2009	CHECK	291	\$ (23.00)	Goose Creek
6/10/2009	CHECK	298	\$ (57.60)	Shadyside Variety Store
6/11/2009	PMT		\$ (84.55)	Don's Appliance
6/11/2009	CHECK	293	\$ (30.00)	Sydney Griecs
6/12/2009	PMT		\$ (61.02)	Get Go #30

6/12/2009	CHECK	300	\$ (5,166.75)	Northwest Savings Bank
6/12/2009	CHECK	302	\$ (1,539.15)	Avant Gardening
6/14/2009	PMT		\$ (163.05)	Dirty Harry's Bicycles, Inc
6/14/2009	PMT		\$ (62.74)	Todays Market
6/14/2009	PMT		\$ (21.40)	Cosmetique
6/15/2009	CHECK	299	<u>\$ (7,212.84)</u>	WFHM Mortgage
			<u>\$ (16,834.39)</u>	

On June 29, 2009 the balance of the actors' personal NexTier Bank account was \$2,173.21. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on June 30, 2009. The balance in the actors' personal account on July 16, 2009 was \$716.69. The actors received \$3,587.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

6/30/2009	CHECK	319	\$ (200.00)	Campus Crusade 4 Christ
7/1/2009	CHECK	322	\$ (132.60)	Armstrong
7/3/2009	WD		\$ (500.00)	Cash
7/3/2009	PMT		\$ (1,869.30)	Eden Christian Academy
7/3/2009	CHECK	324	\$ (300.00)	Aline Lima
7/4/2009	PMT		\$ (205.60)	Tuxedo Junction
7/4/2009	PMT		\$ (59.17)	7 Eleven #171
7/4/2009	PMT		\$ (35.66)	Todays Market
7/4/2009	PMT		\$ (9.00)	Dirty Harry's Bicycles, Inc
7/5/2009	PMT		\$ (53.42)	Aladdin Sea
7/6/2009	CHECK	318	\$ (150.00)	RCI Travel
7/7/2009	CHECK	326	\$ (7,212.86)	WFHM Mortgage
7/7/2009	CHECK	325	\$ (3,538.97)	American Express
7/10/2009	PMT		\$ (96.34)	Giant Eagle
7/14/2009	CHECK	327	\$ (5,166.75)	Northwest Savings Bank
7/15/2009	PMT		\$ (55.35)	7 Eleven #171
7/15/2009	CHECK	294	\$ (86.18)	Guardian Protection
7/15/2009	CHECK	329	\$ (86.16)	Guardian Protection
7/15/2009	CHECK	328	\$ (86.16)	Guardian Protection
7/16/2009	CHECK	236	<u>\$ (200.00)</u>	Swiss Ridge Kennell
			<u>\$ (20,043.52)</u>	

On July 30, 2009 the balance of the actors' personal NexTier Bank account was \$1,089.43. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on July 31,

2009. The balance in the actors' personal account on August 13, 2009 was \$1,789.75. The actors received \$2,002.00 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

8/3/2009	WD		\$ (102.00)	Cisero's
8/3/2009	PMT		\$(1,869.30)	Eden Christian Academy
8/4/2009	CHECK	354	\$ (466.17)	Allstate Insurance Co
8/4/2009	CHECK	351	\$ (34.55)	VZ Wireless
8/5/2009	CHECK	349	\$(7,212.86)	WFHM Mortgage
8/5/2009	CHECK	359	\$ (400.00)	Aline Lima
8/5/2009	CHECK	358	\$ (25.00)	Habitat for Humanity
8/6/2009	CHECK	356	\$ (142.45)	Sirius
8/6/2009	CHECK	352	\$ (141.48)	Armstrong
8/6/2009	CHECK	355	\$ (58.92)	Consolidated Comm
8/6/2009	CHECK	350	\$ (26.95)	Guardian Protection
8/7/2009	PMT		\$ (60.00)	Misty Pines
8/10/2009	CHECK	348	\$ (162.00)	PA Department of Revenue
8/13/2009	CHECK	176	\$(1,000.00)	North Way Christian Community
8/13/2009	CHECK	282	\$(1,000.00)	North Way Christian Community
8/13/2009	CHECK	315	\$(1,000.00)	North Way Christian Community
8/13/2009	CHECK	339	\$ (700.00)	North Way Christian Community
8/13/2009	CHECK	255	\$ (500.00)	North Way Christian Community
8/13/2009	CHECK	272	\$ (500.00)	North Way Christian Community
8/13/2009	CHECK	357	\$ (400.00)	North Way Christian Community
8/13/2009	CHECK	177	\$ (300.00)	North Way Christian Community
8/13/2009	CHECK	152	\$ (200.00)	North Way Christian Community
			<u>\$(16,301.68)</u>	

On August 30, 2009 the balance of the actors' personal NexTier Bank account was \$2,749.64. The actors, in furtherance of the fraud and to appropriate trust funds to finance their lifestyle, obtained \$15,000.00 from the victims' trust account on August 31, 2009. The balance in the actors' personal account on September 15, 2009 was \$716.21. The actors received \$4,451.83 of legitimate income during this time period. During this period, the actors made the following payments from their personal NexTier Bank account:

8/31/2009	CHECK	376	\$(2,526.33)	American Express
8/31/2009	CHECK	377	\$ (800.00)	Fifth Third Bank
8/31/2009	CHECK	362	\$ (247.60)	Somerset Rural Electric
9/1/2009	CHECK	379	\$ (54.00)	Najat's Cuisine
9/1/2009	CHECK	368	\$ (40.50)	Najat's Cuisine

9/2/2009	FEE		\$ (25.30)	Check Book Fee
9/3/2009	PMT		\$ (41.16)	CoGo's#13
9/3/2009	PMT		\$(2,049.30)	Eden Christian Academy
9/8/2009	CHECK	999999	\$ (500.00)	Cash/Merily Pompa
9/8/2009	CHECK	385	\$ (466.17)	Encompass Ins
9/8/2009	CHECK	388	\$ (95.04)	Equitable Gas
9/8/2009	CHECK	370	\$ (16.00)	Mott Family Farm
9/9/2009	PMT		\$ (53.06)	Sheetz
9/9/2009	CHECK	383	\$(7,212.86)	WFHM Mortgage
9/9/2009	CHECK	382	\$ (626.74)	ACS
9/9/2009	CHECK	390	\$ (74.38)	Verizon
9/9/2009	CHECK	386	\$ (38.24)	Dom People Gas
9/9/2009	CHECK	392	\$ (259.91)	Somerset Rural Electric
9/9/2009	CHECK	391	\$ (129.27)	Armstrong
9/10/2009	CHECK	380	\$ (524.48)	Grady & Kastner
9/10/2009	CHECK	387	\$ (517.28)	Addams Auto
9/10/2009	CHECK	384	\$ (300.91)	American Water Tech
9/10/2009	CHECK	389	\$ (35.00)	N.J. Newman Enterprise
9/11/2009	CHECK	395	\$ (50.00)	Diane Graft
9/11/2009	CHECK	378	\$ (32.50)	Blue Goose Farm
9/11/2009	CHECK	367	\$ (17.00)	Blue Goose Farm
9/12/2009	PMT		\$ (101.04)	Misty Pines
9/14/2009	CHECK	393	\$(4,500.00)	American Express
9/14/2009	CHECK	372	\$ (45.00)	Southwind Homeowners Association
9/15/2009	PMT		\$ (86.18)	The Guardian Insurance
9/15/2009	CHECK	375	\$ (20.00)	Eden Christian Academy
			<u>\$(21,485.25)</u>	

On or about May 27, 2010, during a proceeding in Orphans Court concerning the victims' Trust accounts, the actors through their attorney Joan Shoemaker, Esq., filed a "Response to Guardian Ad Litem's Objections to First and Final Account". The actors through this document made a number of assertions including the following:

- It was the understanding of the Pompas, based on conferences with trust officers from Northern Trust, the personal representative of both decedents' estates, that detailed receipts were unnecessary.
- The Trust Officer at Northern Trust Company originally suggested to the Pompas that they receive \$15,000.00 monthly distributions for the support and maintenance of the minor beneficiaries based on receipts provided by the Pompas.
- They followed the advice of Trust Officers at Northern Trust Company in making distributions of \$15,000.00 a month and it was their understanding that they were acting within Florida law.

- At no time did the Pompas use the funds belonging to the Trust for their own personal financial gain alone.
- It is admitted that the Pompas used funds from the Lisa Young Trust in the amount of \$250,000.00 as a collateral account for a loan from NextTier Bank. By way of further answer, they were advised to do so by their investment advisor, Robert Barman of BPU Investments.

On or about August 31, 2010, your Affiant spoke with J. Raul Cosio Esq., of the Law Firm Holland & Knight, who represents Northern Trust Company. Attorney Cosio told your Affiant that Northern Trust was only a depository for the Trust Funds and not a co-trustee of the Lisa Renee Young and Leslie John Young Trusts. He stated that Northern Trust officials took instructions from the Pompas and at no time did they advise the Pompas to do anything. Attorney Cosio stated that the Pompas never asked Northern Trust officials if they could take money from the Trusts, they just told Northern Trust officials how much they needed. He stated that no one at Northern Trust told the Pompas that they could take \$15,000.00 per month.

On or about September 3, 2010 your Affiant spoke with Robert Barman, a former employee of BPU Investments. Your Affiant asked Mr. Barman about the actors' statements in the document filed in Orphans' Court titled "Response to Guardian Ad Litem's Objections to First and Final Account". Paragraph 44 states "By way of further response, it is admitted that the Pompas used funds from the Lisa Young Trust in the amount of \$250,000.00 as a collateral account for a loan from NextTier Bank. By way of further answer, they were advised to do so by their investment advisor, Robert Barman of BPU Investments." Mr. Barman told your Affiant ... I was the Pompas investment advisor for one to two years ... I think that they were my clients in 2008 and part of 2009 ... I never advised them to take \$250,000.00 from the Trust like they are saying in their court filing ... I never advised them to take any amount from the Trust.

After a request in Orphans Court that the actors submit an accounting of the victims' Trust Fund assets and after the Allegheny County District Attorney's Office opened a criminal investigation into the actors' misuse of Trust Fund monies, the actors on or about July 14, 2010 executed an Assignment Agreement wherein they aver that they are the record owners of the Seven Springs Townhouse, a premises known as 482 Southwind Circle Unit 63, Champion, PA 15622 and they assign their interest unto the Trustees of the Lisa Renee Young Trust. Your Affiant asserts that this attempted restitution by the actors is an admission that they have previously converted Trust Fund assets, an amount approximating \$458,172.29, to their own names. Joan Shoemaker, the actors' counsel, has advised your Affiant that she was unable to record the Assignment in the Recorder of Deeds office because it would bring the entire mortgage due.

Since gaining control of the victims' Trust Fund money, your Affiant learned based on real estate records that the actors have moved from a house in Oakmont, PA which they sold March 4, 2005 for \$260,000.00 to a house in Pine Township which they purchased April 2, 2004 for \$760,000.00 and sold for three years later, April 18, 2007, for \$780,000.00 to a house in Cranberry Township which they purchased June 6, 2006 for

\$1,300,000.00 and are currently attempting to sell for \$1,199,900.00. The Cranberry Township property had a monthly mortgage in 2009 of \$7,212.86. The actors purchased a townhouse in Seven Springs for \$984,177.00 which had a monthly mortgage in 2009 of \$5,166.75. In 2009, your Affiant determined, based on a review of the actors' bank accounts, the actors had two vehicle loan payments, one to Fifth Third Bank for \$800.00 per month and another to Mercedes Benz for approximately \$1,000.00 per month. The monthly total of the two mortgage payments and the two vehicle loan payments is approximately \$14,179.61. Based on your Affiant's review and analysis of relevant records and the actor's (Merily Pompa) statements, your Affiant asserts that the actors' motive for the ongoing misappropriation of the victims' Trust Fund monies is to maintain the actors' expensive lifestyle.

Your Affiant reviewed the actors' personal National City bank account and noted two deposits on June 1, 2006 for \$82,500.00 each, totaling \$165,000.00, originating from the victims' Trust Funds. On June 2, 2006, the actors wrote check number 3469 to Cash for \$161,398.46 which was used to purchase Official Check Number 970197010 written to Professional Settlement. The actors later, on or about September 28, 2006, created two mortgage documents with the actors as the Mortgagor and the Trustees of the Leslie John Young and Lisa Renee Young Trusts as the Mortgagee. Based on your Affiant's review of the victims' Trust Funds, the actors did not make the required monthly payments as detailed in the mortgage documents over the next four years. Based on real estate records reviewed by your Affiant, these mortgages are attached to the actors' Cranberry Township home which has other mortgages as well. These records show the other mortgages being filed on June 2, 2006, the same date the Official Check was purchased by the actors. Your Affiant asserts the actors used these funds to acquire a \$1,300,000.00 residence in their own name located in Cranberry Township. Also, on June 2, 2006, the actors made a payment of \$10,000.00 to their personal American Express account.

Your Affiant asserts that the actors, Daniel and Merily Pompa, agreed to engage in conduct which constitutes the crimes of Theft by Failure to Make Required Disposition of Funds Received and Misapplication of Entrusted Property and Property of Government or Financial Institutions and in furtherance of the conspiracy did commit the following listed overt acts in pursuit of such conspiracy and also committed other overt acts described herein:

1. On or about July 6, 2007, the actors unlawfully withdrew \$170,000.00 from the victim children's Trust Funds directly to Seven Springs Farm Inc. for the townhouse. The actors told Northern Trust that the townhouse was owned in name of victims' Trust even though real estate records show it was never titled in the name of the Trust. In furtherance of this conspiracy, the actors on or about February 5, 2010, through their attorney, filed the First and Final Trust Fund Accounting which showed a July 6, 2007 payment to Seven Springs Farm Inc. of only \$5,000.00 instead of the actual payment amount of \$170,000.00.
2. On or about July 18, 2007, the actors unlawfully withdrew \$2,000.00 of the victim children's Trust Funds to cash for reimbursement for funds advanced for the

townhouse. The actors told Northern Trust that the townhouse was owned in name of victims' Trust even though real estate records show it was never titled in the name of the Trust.

3. Actors as co-trustees of the Lisa Trust on or about June 30, 2005 unlawfully withdrew \$32,500.00 from the victim children Trust and deposited it into their joint bank account and thereafter, on or about July 5, 2005, forwarded \$29,750.00 of the funds to Seven Springs Farm for a payment on a townhouse the actors acquired in their own joint names.
4. Actors as co-trustees of the Lisa Trust on or about June 30, 2005 unlawfully withdrew \$32,500.00 from the victim children Trust and deposited it into their joint bank account and thereafter, on or about August 5, 2005, forwarded \$29,750.00 of the funds to Seven Springs Farm for a payment on a townhouse the actors acquired in their own joint names.
5. The actors used an amount of U.S. currency approximating \$458,172.29 of the victim children's Trust Fund to purchase, construct and furnish the Seven Springs townhouse in their own joint names.
6. The actors used the closing on the Seven Springs townhouse to personally procure a refund of \$102,165.83 of down payment monies advanced from the victim children's Trust Fund. The actors made a special request for these funds prior to the date and or time of the real estate closing thereby preventing disclosure on the HUD Settlement Sheet and concealing their wrongful receipt of Trust Funds. The refund was deposited to the actors' joint account and spent on the actors' business and personal expenses.
7. The actors wrongfully withdrew \$250,000.00 of the victim children's Trust Fund monies and placed it into a separate account in their own names and thereafter pledged it as collateral for a \$250,000.00 loan they received to pay their personal and business obligations.
8. As co-trustees, the actors wrongfully withdrew from the victim children's Trust Funds, in monthly amounts of \$15,000.00, an amount in excess of \$2,000.00 approximating \$589,853.14 to their joint personal account.

Although the period of time as alleged regarding this offense may include incidents which are beyond the standard time period generally applicable to the respective Statute of Limitations for the offense(s) charged, this prosecution is nonetheless being commenced beyond the standard time period for filing of criminal charges pursuant to the "Exceptions" set forth within The Pennsylvania Judicial Code, 42 Pa.C.S.A Section 5552(c)(1), because the alleged offense(s) so charged was/were an offense or offenses for which a material element of either fraud or a breach of fiduciary obligation was present (in this case it is averred that both fraud and a breach of fiduciary obligation are present within the facts of this case), which exception permits the filing of a criminal complaint

within one year of discovery by an aggrieved party or by a person who has the legal duty to represent an aggrieved party and who is himself not a party to the offense, but not more than three (3) years, the said matters underlying the instant charges having been brought to the attention of the Office of the District Attorney of Allegheny County by a Confidential Informant on October 29, 2009, thereby extending any applicable standard Statute of Limitations for an additional three (3) years beyond the period of the applicable Statute(s) of Limitation.

Your Affiant asserts that the actors unlawfully appropriated Dylan and Olivia Young's (Pompa's) Trust Funds for their own personal benefit and for the personal benefit of the children born to them through the use of unlawful withdrawals from the victims' Trust Funds. The victims' Trust Funds are known as the Lisa Renee Young Irrevocable Trust and the Leslie John Young Irrevocable Trust. The actors' breached their fiduciary duty as Trustees by a systematic looting of the victims' Trust Funds. The multi-million dollar Estates and subsequent Trust Funds created for the benefit of the victim children was reduced to approximately \$88,790.02 by October 30, 2009 through the actors' wrongful conduct while the victims for whose benefit the Trust was established had only attained the approximate age of 13. Your Affiant learned that the Will and Trust documents (which control disposition of the victims' assets) state that the victims' Trust Funds should have only been utilized for their benefit or held in trust until their 30th birthday. During the relevant time period the actors withdrew approximately \$2,091,645.84 from the victims' Trust Funds. Since adopting the victims in October 2005, the actors through the use of their Pennsylvania bank accounts removed \$1,243,095.88 from the victims' Trust Funds. Your Affiant asserts that the actors misappropriated an amount in excess of \$2,000.00 approximating \$589,853.14 from the victims' Trust Funds in monthly \$15,000.00 Trust Fund withdrawals. Your Affiant asserts that the actors misappropriated an amount in excess of \$2,000.00 approximating \$458,172.29 from the victim children's Trust Funds by diverting those funds to a Seven Springs townhouse titled in their own joint names. Your Affiant asserts that the actors misappropriated an amount in excess of \$2,000.00 approximating \$250,000.00 from the victim children's Trust Funds by diverting those funds to a separate account in their own joint names which the actors subsequently pledged as collateral for a NextTier Bank loan for a \$250,000.00 to pay their personal and business obligations. Your Affiant asserts that the actors misappropriated an amount in excess of \$2,000.00 approximating \$165,000.00 from the victim children's Trust Funds by diverting those funds through their joint personal National City Bank account for the purchase of the Cranberry Township home titled in the name of the actors and a personal debt. Your Affiant asserts that probable cause exists for the issuance of process namely an arrest warrant for the herein named actors on the charges of Theft by Unlawful Taking or Disposition (18 Pa. C.S. Section 3921 (a)), Theft by Failure to Make Required Disposition of Funds Received (18 Pa. C.S. Section 3927 (a)), Misapplication of Entrusted Property and Property of Government or Financial Institutions (18 Pa. C.S. Section 4113 (a)) and Criminal Conspiracy (18 Pa. C.S. Section 903(a)(1)) to commit the above set forth crimes.

SWORN TO and
SUBSCRIBED

Before me this 22ND day
of October,
2010.

[Signature]
SIGNATURE OF AFFIANT

1444 Hillside Ave Pgh, PA 15216
ADDRESS OF AFFIANT

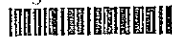
Oscar J. Petite Jr
SIGNATURE OF ISSUING AUTHORITY

05-2-28 05-0-03
MAGISTERIAL DISTRICT NO.

Seal of
Issuing Authority

FILED

2011 JAN -6 AM 11:00



DEPT. OF COURT RECORDS
CRIMINAL DIVISION
ALLEGHENY COUNTY PA

Commonwealth of Pennsylvania

vs

Daniel Pompa

CC No. CC201016417

Offense Date 12/01/2004

O.T.N. No. G 512422-1

Filed Date 10/22/2010

B.C.I. No.

Pre-Trial Date 01/04/2011

S.I.D. No.

180/365 Dates 04/20/2011 / 10/22/2011

Race White

F / A Date 01/14/2011

Sex Male

Judge

SS #

Reporter

D.O.B. 11/04/1965

Minute Clerk

A.D.A.

SEE ATTACHED SHEET CASE(S) TO BE LINKED

Count 1: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS

Count 2: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS

Count 3: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS

Count 4: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS

Count 5: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR
FINANCIAL INSTITUTIONS

Count 6: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR
FINANCIAL INSTITUTIONS

Count 7: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR
FINANCIAL INSTITUTIONS

EXHIBIT

B

Count 8: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR
FINANCIAL INSTITUTIONS

Count 9: 18903A1: CRIMINAL CONSPIRACY

CASE(S) LINKED TOGETHER:

COMMONWEALTH V. DANIEL POMPA

MEF VY POMPA
CC201016416 No Date

Judge:

D/A:

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
COMMONWEALTH OF PENNSYLVANIA

V.

DANIEL POMPA

NO. CC 201016417

RULE 582(B)(1) NOTICE

Pursuant to Pennsylvania Rule of Criminal Procedure 582(B)(1), the Commonwealth hereby provides Notice that it intends to try the above-captioned case together with the following informations:

CC 201016416

Defendant: MERILY POMPA

CC _____

Defendant: _____

CC _____

Defendant: _____

CC _____

Defendant: _____

CC _____

Defendant: _____

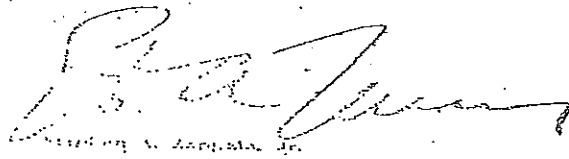
CC _____

Defendant: _____

CC _____

Defendant: _____

A copy of this Notice was served on the defendant or defendant's counsel on the date of the Formal Arraignment in accordance with Rule 582(B)(1).



By:

ATTORNEY FOR THE COMMONWEALTH

IN THE COURT OF COMMON PLEAS
COUNTY OF ALLEGHENY
CRIMINAL DIVISION

COMMONWEALTH OF PENNSYLVANIA

VS.

DANIEL POMPA

Criminal Action No. CC201016417

The District Attorney of ALLEGHENY County, by this information charges that on (or about) Wednesday, the 1st day of December, 2004, through on (or about) Saturday, the 31st day of October, 2009 in the said County of ALLEGHENY, DANIEL POMPA hereinafter called actor, did commit the crime or crimes indicated herein, that is:

Count 1

THEFT BY FAILURE TO MAKE
REQUIRED DISPOSITION OF FUNDS RECEIVED

Felony 3

The actor obtained property, namely United States currency in an approximate amount of \$458,172.29 with a total value greater than \$2,000 belonging to The Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from his own property to be reserved in equivalent amount and intentionally dealt with the property obtained as his own and failed to make the required payment or disposition, in violation of Section 3927 of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa. C.S. §3927, as amended.

Count 2

THEFT BY FAILURE TO MAKE
REQUIRED DISPOSITION OF FUNDS RECEIVED

Felony 3

The actor obtained property, namely United States currency in an approximate amount of \$589,853.14 with a total value greater than \$2,000 belonging to The Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from his own property to be reserved in equivalent amount and intentionally dealt with the property obtained as his own and failed to make the required payment or disposition, in violation of Section 3927 of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa. C.S. §3927, as amended.

Count 3

THEFT BY FAILURE TO MAKE
REQUIRED DISPOSITION OF FUNDS RECEIVED

Felony 3

The actor obtained property, namely United States currency in an approximate amount of \$250,000.00 with a total value greater than \$2,000 belonging to The Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from his own property to be reserved in equivalent amount and intentionally dealt with the property obtained as his own and failed to make the required payment or disposition, in violation of Section 3927 of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa. C.S. §3927, as amended.

Count 4

THEFT BY FAILURE TO MAKE
REQUIRED DISPOSITION OF FUNDS RECEIVED

Felony 3

The actor obtained property, namely United States currency in an approximate amount of \$165,000.00 with a total value greater than \$2,000 belonging to The Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from his own property to be reserved in equivalent amount and intentionally dealt with the property obtained as his own and failed to make the required payment or disposition, in violation of Section 3927 of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa. C.S. §3927, as amended.

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Count 5

MISAPPLICATION OF ENTRUSTED PROPERTY AND
PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS

Misdemeanor 2

The actor applied or disposed of property valued at more than \$50.00, namely United States currency in an approximate amount of \$398,672.29 belonging to the Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of Sections 4113(a) and (b) of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa.C.S. §4113 (a) & (b), as amended.

Count 6

MISAPPLICATION OF ENTRUSTED PROPERTY AND
PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS

Misdemeanor 2

The actor applied or disposed of property valued at more than \$50.00, namely United States currency in an approximate amount of \$447,256.00 belonging to the Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of Sections 4113(a) and (b) of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa.C.S. §4113 (a) & (b), as amended.

Count 7

MISAPPLICATION OF ENTRUSTED PROPERTY AND
PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS

Misdemeanor 2

The actor applied or disposed of property valued at more than \$50.00, namely United States currency in an approximate amount of \$250,000.00 belonging to the Lisa Renee Young Irrevocable Trust and/or the Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of Sections 4113(a) and (b) of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa.C.S. §4113 (a) & (b), as amended.

Count 8

MISAPPLICATION OF ENTRUSTED PROPERTY AND
PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS

Misdemeanor 2

The actor applied or disposed of property valued at more than \$50.00, namely United States currency in an approximate amount of \$165,000.00 belonging to the Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa, that had been entrusted to the actor as a fiduciary, or property of the government or of a financial institution, in a manner which said actor knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, in violation of Sections 4113(a) and (b) of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa.C.S. §4113 (a) & (b), as amended.

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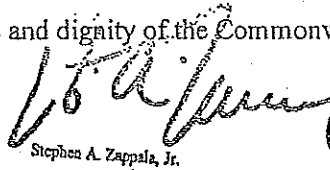
Count 9

CRIMINAL CONSPIRACY

Felony 3

The actor with the intent of promoting or facilitating the crime(s) charged above, conspired and agreed with Merily Pompa that they or one or more of them would engage in conduct constituting such crime(s) or attempt or solicitation to commit such crime(s), and in furtherance thereof did as a principal or an accomplice, commit one or more of the following overt acts: having obtained property of The Lisa Renee Young Irrevocable Trust and/or The Leslie John Young Irrevocable Trust and/or Dylan Pompa and/or Olivia Pompa, subject to a known legal obligation, intentionally dealt with the property as his own and failed to make the required payment as disposition, in violation of Section 903 (a)(1) of the Pennsylvania Crimes Code, Act of December 6, 1972, 18 Pa. C.S. §903 (a)(1), as amended.

All of which is against the Act of Assembly and the peace and dignity of the Commonwealth of Pennsylvania.



Stephen A. Zappala, Jr.

Attorney for the Commonwealth

Commonwealth of Pennsylvania
v.
Daniel Pompa

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

CRIMINAL DIVISION

DOCKET NO: CP-02-CR-0016417-2010-
OTN: G5124221

ORDER OF SENTENCE

AND NOW, this 13th day of June, 2012, the defendant having been convicted in the above-captioned case is hereby sentenced by this Court as follows. The defendant is to pay all applicable fees and costs unless otherwise noted below:

Count 1 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

The following conditions are imposed:

Restitution: Defendant is to pay restitution in the amount of \$1,463,052 to Lisa Renee Young Trust - joint & several.

This sentence shall commence on June 13, 2012.

Count 2 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 1 Probation

Count 3 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 2 Probation

Count 4 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 3 Probation

Count 5 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 4 Probation

Count 6 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 5 Probation

Count 7 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

DOCKET NO: CP-02-CR-0016417-2010

This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 6 Probation

Count 8 - 18 §4113 §5A - Misapply Entrusted/Govt/Fin Inst Prop -(M2)

To be placed on Probation for a Minimum Term of 2 years and a Maximum Term of 2 years to be supervised by COUNTY.

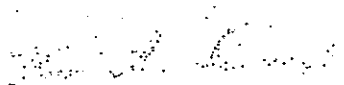
This sentence is to be served consecutive to:

CP-02-CR-0016417-2010 Ct # 7 Probation

Count 9 - 18 §903 §5C - Conspiracy - Theft By Fail To Make Req Disp Funds -(F3)

Offense Disposition: Withdrawn

BY THE COURT:



Judge Kevin G. Sasinoski

FILED

2011 JAN -6 AM 11:00

Commonwealth of Pennsylvania

DEPT. OF COURT REC. 1
CRIMINAL DIVISION
ALLEGHENY COUNTY PA

vs

Daniel Pompa

CC No. CC201016417

Offense Date 12/01/2004

O.T.N. No. G 512422-1

Filed Date 10/22/2010

B.C.I. No.

Pre-Trial Date 01/04/2011

S.I.D. No.

180/365 Dates 04/20/2011 / 10/22/2011

Race White

F/A Date 01/14/2011

Sex Male

Judge

SS #

Reporter

D.O.B. 11/04/1965

Minute Clerk

A.D.A.

SEE ATTACHED SHEET CASE(S) TO BE LINKED

- ✓ Count 1: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS
- Count 2: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS
- ✓ Count 3: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS
- ✓ Count 4: 183927A: THEFT BY FAIL TO MAKE REQ DISP FUNDS
- ✓ Count 5: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS
- ✓ Count 6: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS
- ✓ Count 7: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR FINANCIAL INSTITUTIONS

Count 8: 184113: MISAPPLICATION OF ENTRUSTED PROPERTY AND PROPERTY OF GOVERNMENT OR
FINANCIAL INSTITUTIONS

Count 9: 18903A1: CRIMINAL CONSPIRACY

W/d.

IN THE COURT OF COMMON PLEAS
COUNTY OF ALLEGHENY
CRIMINAL DIVISION

COMMONWEALTH OF PENNSYLVANIA

VS.

DANIEL POMPA

Criminal Action No. CC201016417

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THEFT BY FAILURE TO MAKE
REQUIRED DISPOSITION OF FUNDS RECEIVED

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Count 6

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Count 8

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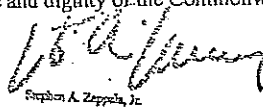
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All of which is against the Act of Assembly and the peace and dignity of the Commonwealth of Pennsylvania.



Attorney for the Commonwealth

RESTITUTION ORDER

COMMONWEALTH OF PENNSYLVANIA

CRIMINAL DIVISION

v

Daniel Pompa

CASE IS 5/5
with 10/16416

CC Number: 201016417
OTN Number: G 512422-1
Date of Trial: 6/13/12
Date of Sentencing: 6/13/12
Judge: Sasinaski
District Attorney: William Becker
Counsel for Defense: Tina Miller
Total Restitution: \$ 1,463,052.00
Months to Pay: _____

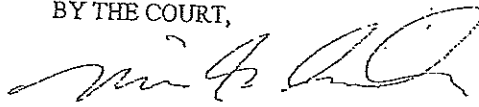
Restitution Amount Due: \$ 1,463,052.00
Name: Lisa Renee Young Trust
Address: 707 Grant Street
2800 Gulf Tower
City: Pittsburgh State: PA Zip: 15219
Phone: _____
Memo: c/o John Shaffer, Alleged Pediatr

Restitution Amount Due: \$ _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Memo: _____

Restitution Amount Due: \$ _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Memo: _____

Restitution Amount Due: \$ _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Memo: _____

BY THE COURT,



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,

PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA

CRIMINAL DIVISION

versus

CC2010-16417 (Daniel)

DANIEL POMPA

CC2010-16416 (Merily)

- and -

Guilty Plea & Sentencing

MERILY POMPA,

REPORTED BY:

Defendants.

Jane B. Hirsch, RPR

Official Court Reporter

TRIAL DATE:

June 13, 2012

TRIAL JUDGE:

Hon. Kevin G. Sasinoski

COUNSEL OF RECORD:

FOR THE COMMONWEALTH:

William Becker, Esquire

Asst. District Attorney

FOR DEFENDANT DANIEL POMPA:

Tina Miller, Esquire

FOR DEFENDANT MERILY POMPA:

Robert Stewart, Esquire

EXHIBIT

D

Wednesday Morning

June 14, 2012

THE COURT: Would counsel enter their respective appearances in the matters of Commonwealth of Pennsylvania versus Daniel Pompa at 2010-16417 and the Commonwealth versus Merily Pompa at 2010-16416.

MR. BECKER: May it please the Court, William
Becker for the Commonwealth.

MR. STEWART: May it please the Court, Bob Stewart for Merily Pompa.

MS. MILLER: Tina Miller for Doctor Pompa.

THE COURT: Are there plea agreements in these cases?

MR. BECKER: There are, Your Honor.

The Commonwealth moves, pursuant to the plea agreement, to amend the Information. I do have a written motion for Your Honor to consider.

THE CLERK: Both Informations?

MR. BECKER: Yes, ma'am.

The amendment would be that each defendant's Information now contain eight counts of misapplication of entrusted property, a

1 misdemeanor of the 2nd degree. I would hand that
2 forward to Your Honor at this point.

3 MR. STEWART: Your Honor, for the record,
4 I've reviewed this information with my client,
5 Merily Pompa, and have no objection and are in
6 agreement that that is part of a plea agreement.

7 THE COURT: So basically Counts 1 through 4,
8 theft, are now amended to misapplication of
9 entrusted property, is that correct?

10 MR. BECKER: That's fair, Your Honor, yes.
11 There will be eight total counts each of the mis-
12 application.

13 THE COURT: Count 9, the criminal conspiracy
14 count, will be withdrawn?

15 MR. BECKER: Yes, sir.

16 THE COURT: That's all of your
17 understandings?

18 MR. STEWART: Yes, Your Honor.

19 MS. MILLER: Yes, Your Honor.

20 THE COURT: Any agreement as to sentence?

21 MR. BECKER: Your Honor, there is an
22 agreement, upon a Restitution Order, not only an
23 amount, but it lays out a payment plan for the
24 defendants to comply with. That total amount is
25 \$1,463,052.00. The payment plan is submitted in a

1 Court Order also for your consideration at this
2 point and is agreed upon by the parties.

3 THE COURT: It's agreed upon by the parties,
4 the defendants?

5 MR. BECKER: It is, Your Honor.

6 THE COURT: The representative of the victims
7 is likewise in agreement?

8 MR. BECKER: Your Honor, the guardian ad
9 litem, Carol Sikov Gross is present today in the
10 courtroom, and to complete the record, I would ask
11 to call her insofar as she does consent to the
12 plea agreement.

13 THE COURT: Would you like to call her now
14 before we begin?

15 MR. BECKER: Yes, sir, please.

16 THE COURT: You may do that.

17 Good morning, Ms. Sikov Gross.

18 MS. SIKOV GROSS: Good morning.

19 - - - - -
20 CAROL SIKOV GROSS

21 having been first duly sworn,
22 was examined and testified as follows:
23 - - - - -

24 MS. SIKOV GROSS: Your Honor, I'm Carol Sikov
25 Gross. I'm the Court appointed guardian ad litem

C. SIKOV GROSS - DIRECT - MR. BECKER

for Olivia Nichole Pompa and Dylan Levi Pompa.

DIRECT EXAMINATION

BY MR. BECKER:

Q How did you become involved in the case?

A Once I was appointed as guardian ad litem for the children, I was involved in the Orphans' Court matter, filing objections to the accounting that had been filed by the Pompas with regard to the funds taken from the trust.

Q In your role as guardian ad litem, are you now familiar with the facts of both the criminal case but also the case in Orphans' Court as well as the family situation of the victims and the defendants?

A Yes.

Q Is it your opinion that the plea agreement that's being entered into today is a fair and equitable one?

A Yes. I mean, I think it's very important that for Olivia and Dylan that restitution be made to the Lisa Renee Young Irrevocable Trust so there is going to be funds available for these children to pay for their college education and help get a good start on their lives. That's one of the

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1 reasons I'm agreeing to this plea agreement on
2 their behalf is because I think it's important to
3 keep the family together, I think it's very
4 important that there is restitution made to these
5 children, that this is not something that Daniel
6 Pompa and Merily Pompa would be able to have
7 discharged in a bankruptcy proceeding that they
8 are presently involved in.

9 I don't think that there is a particular
10 benefit at this time in sending them to jail
11 because Olivia and Dylan have already lost one set
12 of parents, which is how we all got here in the
13 first place. I think it's important that the
14 family remain together. But I also think it's
15 important that there is a family reconciliation
16 with other members of Lisa Young's family, and I
17 wanted to bring that and mention that today
18 because I think that's an important part of
19 helping these children and what's in their best
20 interest.

21 And I think that is something that Merily
22 Pompa and Daniel Pompa need to take into
23 consideration is what is in the best interest of
24 Olivia and Dylan, things that they did not keep in
25 mind when these funds were being taken and mis-

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appropriated and misapplied from the trust.

THE COURT: Okay, do you have any
cross-examination?

MR. STEWART: Yes, I do.

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CROSS-EXAMINATION

BY MR. STEWART:

Q You are talking about what's in the best interest
of Olivia and Dylan and you brought up this
reconciliation. You understand that's not part of
this plea agreement?

A I understand that. I'm expressing it as I think
this is important for the children as their
representative.

Q All right. And as to the best interest -- how old
are these children?

A These children are presently 15 years old.

Q When was the last time you talked to them?

A It has been some period of time since I've spoken
to these children.

Q It's been over two years, hasn't it?

A Yes.

MR. STEWART: No further questions.

THE COURT: Any other questions, Ms. Miller?

MS. MILLER: No, Your Honor.

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1 THE COURT: Anything else?

2 MR. BECKER: Nothing else, Your Honor.

3 THE COURT: With regard to -- I've been
4 passed up the motion. Since this is the Motion to
5 Amend Criminal Information, do you on behalf of
6 the children and the, I guess the trust, is that
7 correct?

8 MS. SIKOV GROSS: Yes.

9 THE COURT: Have any objection to this
10 amendment?

11 MS. SIKOV GROSS: No.

12 THE COURT: Do you have any objection to the
13 proposed plea agreement on behalf of the trust and
14 the children?

15 MS. SIKOV GROSS: No.

16 THE COURT: Anything else?

17 MR. STEWART: No. Nothing from the defense,
18 Your Honor.

19 MR. BECKER: Your Honor, I would just mention
20 also for the record that there is a provision in
21 the proposed restitution payment plan. I do also
22 have standard restitution forms for Clerk of Court
23 purposes. I would like to point out that there
24 are Social Security payments being made to the
25 children at this time. There is an Order in the

1 Orphans' Court that will direct those Social
2 Security payments directly to the trust; however,
3 there may be a check or two that come directly to
4 the defendants before that Order is carried out.
5 I would ask that as part of -- I understand it to
6 be part of the plea agreement. I believe the
7 parties, the defendants would agree, and I would
8 just like it to be part of the record, that any of
9 those payments that do come to the Pompas are not
10 restitution but will be placed for the benefit of
11 the children to the trustees.

12 THE COURT: Your clients both understand, I
13 would imagine, that that has to be complied with,
14 any payments that are received from Social
15 Security will be turned over to the trustee, is
16 that correct? Is that what you would like?

17 MS. SIKOV GROSS: Yes, that's to the Partners
18 Trust Company.

19 THE COURT: Otherwise, I guess you will be in
20 conflict with Judge O'Toole who is the Judge in
21 Orphans' Court, myself, and perhaps even the
22 Federal District Court if Social Security checks
23 are not forwarded along. Is everyone on board and
24 in agreement with regard to that provision?

25 MR. STEWART: Yes, Your Honor.

1 MS. MILLER: Yes, Your Honor.

2 Your Honor, if I could just add, the Court
3 asked the District Attorney if there was an agreed
4 upon sentence. I think that we should add that
5 really the only way to implement the Restitution
6 Order is for Doctor and Ms. Pompa to be given a
7 probationary period, and that's what we are asking
8 the Court to consider.

9 I understand this is a lot of money, but as
10 Ms. Sikov Gross indicated, it's in the children's
11 interest that this money be paid back. That's
12 something that Doctor and Mrs. Pompa both want to
13 see accomplished.

14 THE COURT: Is there any agreement as to
15 sentence or not?

16 MR. BECKER: The only agreement as to
17 sentence, Your Honor, is that they serve a maximum
18 amount of probation, that is, two years on each
19 count. So whatever sentence is imposed by the
20 Court, we ask that it does carry the maximum
21 amount of probation in order to make the payments.

22 THE COURT: 16 years then?

23 MR. BECKER: Yes, sir.

24 THE COURT: Are you Daniel Pompa?

25 DANIEL POMPA: I am.

1 THE COURT: You are charged at 201016417,
2 it's alleged on or about December 1, 2004, at
3 Count 1, as amended in this Information, that you
4 committed the offense of misapplication of
5 entrusted property, in violation of the Crimes
6 Code, Section 4113. You are also charged at
7 Counts 2 through 8 inclusive as amended of this
8 same statute. All in all, Counts 1 through 8
9 inclusive of that statute.

10 Do you understand the nature of the charges
11 and the maximum penalty?

12 DANIEL POMPA: Yes, Your Honor.

13 THE COURT: Are you pleading guilty?

14 DANIEL POMPA: Yes, Your Honor.

15 THE COURT: Are you Merily Pompa?

16 MERILY POMPA: Yes, Your Honor.

17 THE COURT: Ms. Pompa, you are charged also
18 at 2010-16416, that on or about December 1, 2004,
19 in Allegheny County, Pennsylvania, according to
20 the new amended Information, at Counts 1 through 8
21 inclusive, that you committed the offense of mis-
22 application of entrusted property, a violation of
23 the Crimes Code, Section 4113.

24 Do you understand the charges and the maximum
25 penalties that could be imposed?

1 MERILY POMPA: Yes, Your Honor.

2 THE COURT: I'm going to ask you both a
3 series of questions. If you would be kind enough
4 to answer in the order that I've addressed you
5 just a moment ago. That way our court reporter
6 can keep your respective answers in the proper
7 order.

8 Do each of you understand you have a right to
9 have a jury trial?

10 DANIEL POMPA: Yes, Your Honor.

11 MERILY POMPA: Yes, Your Honor.

12 THE COURT: Are each of you satisfied with
13 your respective attorneys?

14 DANIEL POMPA: Yes, Your Honor.

15 MERILY POMPA: Yes, Your Honor.

16 THE COURT: Have either of you used any drugs
17 or alcohol in the last day or so?

18 DANIEL POMPA: No, Your Honor.

19 MERILY POMPA: No, Your Honor.

20 THE COURT: Have either of you suffered any
21 mental or physical infirmity that would cause you
22 to not understand today's proceedings?

23 DANIEL POMPA: No, Your Honor.

24 MERILY POMPA: No, Your Honor.

25 THE COURT: Do each of you understand you

1 have a right to have a jury trial?

2 DANIEL POMPA: Yes, Your Honor.

3 MERILY POMPA: Yes, Your Honor.

4 THE COURT: Did each of you answer the
5 questions in your colloquy forms truthfully?

6 DANIEL POMPA: Yes, Your Honor.

7 MERILY POMPA: Yes, Your Honor.

8 THE COURT: Has anyone promised you anything
9 other than the terms of the plea agreement
10 outlined a few moments ago by the district
11 attorney?

12 DANIEL POMPA: No, Your Honor.

13 MERILY POMPA: No, Your Honor.

14 THE COURT: Is this a knowing, intelligent
15 and voluntary decision on each of your parts to
16 plead guilty today?

17 DANIEL POMPA: Yes, Your Honor.

18 MERILY POMPA: Yes, Your Honor.

19 THE COURT: Has anyone threatened you in any
20 way to give up your right to have a jury trial?

21 DANIEL POMPA: No, Your Honor.

22 MERILY POMPA: No, Your Honor.

23 THE COURT: Do each of you understand the
24 terms and the provisions of the respective plea
25 agreement?

1 DANIEL POMPA: Yes, Your Honor.

2 MERILY POMPA: Yes, Your Honor.

3 THE COURT: I've read the Affidavits of
4 Probable Cause in these cases. Is there any
5 objection to incorporating them into today's
6 colloquy?

7 DANIEL POMPA: No, Your Honor.

8 MERILY POMPA: No, Your Honor.

9 MR. BECKER: None from the Commonwealth.

10 MR. STEWART: No, Your Honor.

11 MS. MILLER: No, Your Honor.

12 THE COURT: I find a legal and factual basis
13 to sustain the plea. I find both defendants are
14 making knowing, intelligent and voluntary
15 decisions today to plead guilty. And I find
16 counsel to be effective for their respective
17 clients. Your plea agreements, the pleas are
18 accepted. I see no reason to reject the terms of
19 the plea agreements, especially in light of
20 Ms. Sikov Gross's recommendation and agreement as
21 trustee in the Orphans' Court proceedings, which
22 would allow for restoration of the funds to the
23 minor children.

24 But you do have a right to have a
25 Pre-Sentence Report if you would like.

1 MS. MILLER: We would waive that, Your Honor.

2 MR. STEWART: I would waive that on behalf of
3 Merily Pompa, Your Honor.

4 THE COURT: Mr. Becker?

5 MR. BECKER: Yes. Also no requirement for a
6 Presentence.

7 THE COURT: What would you like to tell me
8 about your client before I impose sentence?

9 MS. MILLER: Just one issue that I can
10 address on the guilty plea. We filed a Motion to
11 Dismiss based in part on the statute of
12 limitations and the Commonwealth opposed that.
13 Some of these misdemeanor charges go back to '05.
14 I have explained to my client, and Mr. Stewart has
15 explained to his client, that by entering the
16 guilty plea, they are waiving any statute of
17 limitations argument that they may have, and we
18 specifically agree that these charges can be filed
19 and there is no statute of limitations' argument
20 anymore.

21 THE COURT: It's an Omnibus Pre-Trial Motion
22 which includes a Motion for Bill of Particulars.
23 Is that also or does that also include the issues
24 relative to statute of limitations?

25 MS. MILLER: Yes, Your Honor.

1 THE COURT: You are withdrawing that motion?

2 MS. MILLER: Yes, Your Honor.

3 THE COURT: There is also a Motion for
4 Discovery. What we will do is I'll ask
5 Ms. O'Brien to pull that motion and you can
6 indicate that the motion is withdrawn on the face
7 sheet, sign it, have your client sign it and date
8 it. You represent Mr. Pompa?

9 MS. MILLER: Yes, Your Honor.

10 THE COURT: I'm going to pass this back. It
11 should be in there.

12 Anything else you want to tell me?

13 MS. MILLER: Judge, during the little over a
14 year that I've represented Doctor Pompa, the one
15 thing that I have come to understand and believe
16 is that both he and his wife dearly love these
17 children, and while they did things that they
18 obviously shouldn't have done with the trust
19 money, and they have recognized that, the
20 overriding goal that they always had was the love
21 of their children and to keep the family together.
22 And so it was hard to hear from the guardian ad
23 litem that she does want to keep the family
24 together because that's always been the goal of
25 Doctor and Mrs. Pompa.

1 THE COURT: Is there anything that you would
2 like to say before I impose sentence, Doctor
3 Pompa?

4 DANIEL POMPA: Just that I'm sorry. I regret
5 the mishandling, but I have to say, as hard as
6 it's been for the last three years, I would never
7 do it over. I love those children so much. My
8 life is better with them, Your Honor, definitely
9 with them. I'm grateful. Thank you.

10 THE COURT: Ms. Sikov Gross, would you like
11 to say anything since you are here? Anything
12 else?

13 MS. SIKOV GROSS: No, Your Honor. Thank you.

14 THE COURT: Mr. Becker.

15 MR. BECKER: Your Honor, I have the proposed
16 payment plan, Order of Court, Restitution Orders
17 for your consideration as well as sentencing
18 guideline forms, and I would also ask Your Honor,
19 I believe Your Honor has considered the letter
20 submitted by the grandmother of the children,
21 Olivia Phillips.

22 THE COURT: You have provided me with a copy
23 of a letter, the salutation reads Daniel and
24 Merily, it's a one page letter, undated. I've
25 read it.

1 MR. BECKER: Provided to the Commonwealth
2 today, Your Honor, by way of a Victim Impact
3 Statement insofar as the grandmother can be viewed
4 as a victim in this case.

5 THE COURT: Counsel for both, have you been
6 afforded an opportunity to read this document?

7 MS. MILLER: We have, Your Honor.

8 MR. STEWART: I have, Your Honor. And to the
9 extent that it could be, I would submit to the
10 Court that it is not a proper Victim Impact
11 Statement, but I understand it was just presented
12 to the Court.

13 THE COURT: All right. Anything else?

14 MR. BECKER: No, Your Honor.

15 THE COURT: At 2010-16417, in accordance with
16 the plea agreement at this Information, I've
17 considered the sentencing guidelines, the plea
18 agreement, the agreement by the trustee, all
19 parties involved, the Commonwealth, the nature of
20 the charges, the defendant's acceptance of
21 responsibility, the punitive deterrent and
22 rehabilitative aspect of sentencing, and the
23 primary goal of making the victims whole over a
24 period of time, or attempting to make them whole
25 over a period of time, at Count 1, Doctor Pompa,

1 you are sentenced to two years probation; at Count
2 2, you are sentenced to two years probation
3 consecutive to Count 1; Count 3, you are sentenced
4 to two years probation consecutive to Counts 1 and
5 2; Count 4, you are sentenced to two years
6 probation consecutive to Counts 1 through 3
7 inclusive; at Count 5, you are sentenced to two
8 years probation consecutive to Counts 1 through 4
9 inclusive; at Count 6, you are sentenced to two
10 years probation consecutive to the sentences at
11 Counts 1 through 5 inclusive; at Count 7 you are
12 sentenced to two years probation consecutive to
13 the sentences imposed at Counts 1 through 6
14 inclusive; and finally at Count 8, you are
15 sentenced to two years probation consecutive to
16 the sentences at Counts 1 through 7 inclusive.

17 I have signed the Restitution Orders in this
18 case to effectuate the terms and conditions of
19 repayment of restitution as outlined by the
20 trustee and by the Commonwealth in this case.

21 Do you understand the sentence?

22 DANIEL POMPA: Yes, Your Honor.

23 THE COURT: Any need for post-sentencing
24 rights, or have you explained them, does your
25 client understand them, and does he waive a

1 reading at this time?

2 MS. MILLER: He understands them and waives
3 the reading, Your Honor.

4 THE COURT: Anything else for sentencing by
5 the Commonwealth or anyone?

6 MR. BECKER: Your Honor, one last point and
7 it is contained in the proposed payment plan.
8 That there be, and perhaps, Ms. Miller, if you
9 could help me with quarterly statements that are
10 going to be provided to the Court. That's the
11 last thing I would just ask, for the record, Your
12 Honor, that they do in fact report to the Court or
13 Adult Probation, whatever your preference, that
14 payments are being made and they are in compliance
15 with restitution.

16 THE COURT: Why don't I just order them to
17 provide monthly documentation on a quarterly basis
18 no later than every three months or whatever as to
19 the status of payments. Keep receipts, cancelled
20 checks, whatever, that these are being made and
21 you can submit them. I would imagine the trustee
22 is going to require some type of documentation as
23 well, am I correct?

24 MS. SIKOV GROSS: Yes.

25 THE COURT: Probably on a monthly basis?

1 MS. SIKOV GROSS: Yes, Your Honor.

2 THE COURT: If you don't hear from them on a
3 monthly basis, I imagine Judge O'Toole will hear
4 about it.

5 MS. SIKOV GROSS: Yes.

6 THE COURT: All right, I'll expect that.

7 MR. BECKER: Thank you, Your Honor.

8 THE COURT: You're welcome.

9 Anything you would like to tell me about
10 Mrs. Pompa before I impose sentence in this case,
11 MR. Stewart?

12 MR. STEWART: Yes, Your Honor.

13 While I've only known Daniel Pompa for a few
14 short years, I've known Merily Pompa for almost 25
15 years now. I can say with surety, Judge, that she
16 is not just a good God fearing woman, she is a
17 great mother to all five of her children. And
18 that's borne out by what her cousin Lisa thought
19 of her. She tragically died when she was killed
20 by her husband who then committed suicide. But
21 long before this, this family sat down and said,
22 if something should happen to the two of us, who
23 do we trust, who do we look to as good people, a
24 good model for a parent, and they picked Merily
25 and Daniel Pompa.

1 Now, did they mishandle this money? Yes.
2 They have accepted responsibility for that. But
3 was it done because of greed or malice? No. They
4 did this and they lived a life that was too much
5 on the trust fund, but it was for the entire
6 family.

7 They have clung to each other through this
8 time. They have been the subject of anonymous
9 cyber attacks and blogs from someone who is
10 obviously mentally impaired, claiming that they
11 have done such crazy things as somehow convinced
12 the husband to kill the wife. They have these
13 anonymous blogs that damn them to hell, and yet
14 this family has stuck together. If anything, it's
15 brought them closer together.

16 I had the opportunity to see the young lady,
17 Olivia, make a speech to her school on the
18 Internet that was just fantastic. Judge, unlike
19 how they have been portrayed, this isn't some evil
20 stepmother who is putting these two children apart
21 and not feeding them, which was claimed. They
22 embraced these children and dote on them.

23 I would ask the Court to impose a similar
24 sentence and allow her to be the good mother that
25 she is.

1 Thank you, Your Honor.

2 THE COURT: Mrs. Pompa, is there anything
3 that you would like to add?

4 MERILY POMPA: I'm just truly sorry.

5 THE COURT: Mr. Becker, is there anything
6 that you would like to add at this time?

7 MR. BECKER: No, Your Honor. The documents
8 that I've submitted have been under both criminal
9 case numbers for both defendants.

10 THE COURT: Again, I've considered the nature
11 of the charges, your acceptance of responsibility
12 by pleading guilty, the sentencing guidelines, the
13 proposal for repayment of missing or misused or
14 misapplied funds, Commonwealth's agreement to the
15 plea agreement, the punitive deterrent and
16 rehabilitative aspect of sentencing. I've
17 considered also the children in this case, and the
18 possibility to have a good portion of the mis-
19 applied funds restored for their benefit. And for
20 all of those reasons at 2010-16416, it's the
21 judgment and sentence of the Court at Count 1,
22 misapplication of entrusted property, that you be
23 placed on probation for two years; at Count 2,
24 it's the judgment and sentence of the Court that
25 you be placed on probation for two years

1 consecutive to the sentence at Count 1; at Count
2 3, that you be sentenced to two years probation,
3 that will be consecutive to Counts 1 and 2; and at
4 Count 4, that you be placed on probation for two
5 years consecutive to the probation at Counts 1
6 through 3 inclusive; at Count 5, that you be
7 placed on probation for two years consecutive to
8 the sentence imposed at Counts 1 through 4
9 inclusive; at Count 6, two years probation
10 consecutive to the sentence imposed at Counts 1
11 through 5 inclusive; at Count 7, that you be
12 placed on probation for two years consecutive to
13 the probation imposed at Counts 1 through 6
14 inclusive; and Count 8, that you be placed on
15 probation for two years, again, consecutive to the
16 probation imposed at Counts 1 through 7 inclusive.

17 Both cases, you are to pay court costs as
18 arranged through the Allegheny County Department
19 of Court Records.

20 You likewise, Ms. Pompa, are responsible for
21 payment of the restitution owed in this case.

22 I've signed Court Orders to that effect.

23 Anything about the sentence that your client
24 does not understand?

25 MR. STEWART: No, Your Honor.

1 There was one thing that I forgot to put on
2 the record. The Commonwealth takes no position on
3 what I'm about to say, but the Pompas may relocate
4 to actually help Mr. Pompa's income, and I've
5 indicated to them that that would have to be done
6 through Probation, that the receiving county would
7 have to agree with that. And I would ask the
8 Court that if that becomes possible because
9 financially it will benefit the trust, that they
10 be allowed to relocate and the probation be
11 transferred as long as the receiving county would
12 accept them.

13 THE COURT: Okay. Two things. I don't know
14 that I can say that I have any objection to that
15 without knowing anything more. I'll take you at
16 your word that if it were to help the financial
17 situation, their financial situation to expedite
18 payment, that would probably be an agreeable basis
19 to allow it. I believe it's up to the probation
20 officer supervising them and the county that
21 supervises, if it's out of state or interstate
22 issue, that would have to be done in accordance
23 with the interstate compact, the request would
24 have to be made by the defendant to their
25 probation office to the appropriate county of

- MRSCH. RPR

1 whatever state or Commonwealth they were seeking
2 to relocate to. I have no say whatsoever in that
3 particular issue.

4 MR. STEWART: I understand, Your Honor.

5 THE COURT: If that becomes an issue, you can
6 contact Mr. Becker and the probation office, the
7 trustee, and if everyone is not in agreement, then
8 we will revisit that issue if and when it would
9 come up.

10 Any need for any post-sentencing rights or
11 have you explained them to your clients, do your
12 clients understand them, and do they waive a
13 reading of them at this time?

14 MR. STEWART: They have been explained to my
15 client and we do waive.

16 MS. MILLER: Yes, Your Honor.

17 THE COURT: Okay. Good luck to both of you.

18 MR. STEWART: Thank you, Your Honor.

19 MS. MILLER: Thank you, Your Honor.

20 MR. BECKER: Thank you, Your Honor.

21 - - - - -
22 (The hearing was concluded.)
23 - - - - -
24
25

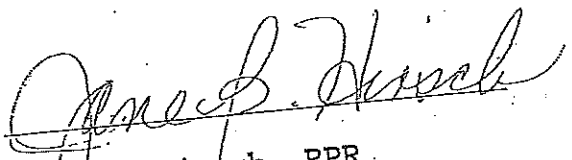
COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

CERTIFICATE OF REPORTER

I, Jane B. Hirsch, do hereby certify that the evidence and proceedings are contained fully and accurately in the machine shorthand notes taken by me at the hearing of the within cause, and that the same were transcribed under my supervision and direction, and that this is a correct transcript of the same.


 Jane B. Hirsch, RPR
 Official Court Reporter
 Court of Common Pleas

The foregoing record of the proceedings upon the hearing of the above cause is hereby approved and directed to be filed.

 Judge

JANE B. HIRSCH, RPR

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF CHIROPRACTIC

Commonwealth of Pennsylvania
Bureau of Professional and
Occupational Affairs

vs.

Daniel D Pompa, D.C.,
Respondent

File No.: 09-43-10749

Docket No: 2029-43-12

ORDER

AND NOW, this ^{2nd} day of May 2013, the STATE BOARD OF
CHIROPRACTIC ("Board") adopts and approves the foregoing Consent Agreement and
incorporates the terms of paragraph 5, which shall constitute the Board's Order and is now issued
in resolution of this matter.

This Order shall take effect immediately.

BUREAU OF PROFESSIONAL AND
OCCUPATIONAL AFFAIRS

Katie True

Katie True
Commissioner

For the Commonwealth:

For the Respondent:

Respondent:
Date of mailing:

May 7, 2013

BY ORDER:
STATE BOARD OF CHIROPRACTIC

Kathleen G. McConnell

Kathleen G. McConnell, D.C.
Chairman

David J. Schertz, Esquire
2601 North Third Street
P. O. Box 2649
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Daniel D. Pompa, D.C.,
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