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FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND CLERK'S OFFICE  
AT BALTIMORE

UNITED STATES OF AMERICA :

BY RDB DEPUTY  
10-0532

v. :

ULYSSES S. CURRIE,  
WILLIAM J. WHITE,  
and  
R. KEVIN SMALL

: CRIMINAL NO. 10-0532  
: (Conspiracy, 18 U.S.C. Section 371;  
: Travel Act, 18 U.S.C. Section 1952;  
: Extortion under Color of Official  
: Right, 18 U.S.C. Section 1951; Mail  
: and Wire Fraud, 18 U.S.C. Section  
: 1341, 1343 and 1346; False Statement,  
: 18 U.S.C. Section 1001(a)(2); Aiding  
: and Abetting, 18 U.S.C. Section 2)

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INDICTMENT

COUNT ONE  
(Conspiracy)

The Grand Jury for the District of Maryland charges that:

Introduction

At all times material to this Indictment,

1. Shoppers Food Warehouse, Corp., also known as Shoppers Food & Pharmacy (hereinafter "SFW"), was a Delaware corporation with headquarters located in Lanham, Maryland. SFW was a wholly-owned subsidiary of SUPERVALU, INC., ("SUPERVALU"). SUPERVALU was a publicly-traded Delaware corporation with its

headquarters in Minnesota.

2. SFW was engaged in the retail grocery business and operated supermarkets within the State of Maryland, including Prince George's County.

3. **WILLIAM J. WHITE** ("**WHITE**") was the president of SFW until on or about April 22, 2006, at which time he retired.

4. **R. KEVIN SMALL** ("**SMALL**") was the Vice-President for Real Estate Development for SFW until on or about June 29, 2007.

5. **ULYSSES S. CURRIE** ("**CURRIE**") was a member of the Maryland General Assembly, having been first elected as a Delegate for Prince George's County in 1987. In January 1995, **CURRIE** was elected to the Maryland Senate to represent District 25, which is located in Prince George's County. **CURRIE** has continuously represented District 25 from 1995 until the present. Beginning in 2002, **CURRIE** has also served as the Chairperson of the Senate Budget and Taxation Committee. That Committee, which is considered to be one of the most powerful in the General Assembly, is responsible for, among other things, considering legislation relating to the State of Maryland's operating and capital budgets, including revenues, expenditures, and supplementary appropriations. It also considers legislation involving legislative budgetary procedures and other matters.

6. **CURRIE**, as an officer of the State of Maryland, was bound by the following duties and laws:

a. In his capacity as a Senator and member of the General Assembly, **CURRIE** owed a duty of honest services to the people of the State of Maryland and to the State of Maryland in the performance of his public duties.

b. Pursuant to the Maryland Criminal Law Article (formerly Art. 27, Section 22), Section 9-201, of the criminal laws of the State of Maryland, as a Senator and member of the General Assembly, **CURRIE** was prohibited from demanding or receiving a bribe, fee, reward, or testimonial to: (1) influence the performance of his official duties; or (2) neglect or fail to perform his official duties.

c. Pursuant to the State Government Article, Title 15, Subtitle 506 of the Maryland Public Ethics Law, as a Senator and member of the General Assembly, **CURRIE** was prohibited from intentionally using the prestige of his office or his public position for his private gain or for the private gain of another except for the performance of usual and customary constituent services, without additional compensation.

d. Pursuant to the State Government Article, Title 15, Subtitle 6 of the Maryland Public Ethics Law, as a Senator and member of the General Assembly, **CURRIE** was obligated to file annually, under oath, a financial disclosure statement with the State of Maryland, wherein he was required to disclose, among other things, all sources of earned income during the preceding calendar year.

e. Pursuant to the State Government Article, Title 15, Subtitle 5 of the Maryland Public Ethics Law, as a Senator and member of the General Assembly,

**CURRIE** was obligated to complete and file a sworn conflict of interest statement with respect to any financial or other interest that disqualified him from participating in a legislative matter. **CURRIE** was also required to file a sworn disclaimer of interest form before considering any legislation for which he may have had an apparent or actual conflict of interest that was not so direct and personal as to disqualify him from participating in the matter.

**The Conspiracy**

7. From in or about December of 2002, and continuing until at least May of 2008, the exact dates being unknown to the Grand Jury, in the District of Maryland and elsewhere,

**ULYSSES S. CURRIE,  
WILLIAM J. WHITE,  
and  
R. KEVIN SMALL**

the defendants herein, SFW, and others both known and unknown to the Grand Jury, did knowingly and unlawfully combine, conspire, confederate, and agree together and with each other to commit certain offenses against the United States, including:

a. to use and cause to be used a facility in interstate commerce with the intent to promote, manage, establish, carry on, and to facilitate the promotion, management, establishment and carrying on of an unlawful activity, to wit: bribery in violation of the Maryland Criminal Law Article, Section 9-201, and thereafter did

perform an act to promote, manage, establish, carry on, and to facilitate the promotion, management, establishment and carrying on of said unlawful activity, in violation of Title 18, United States Code, Section 1952; and

b. to obstruct, delay, and affect commerce and the movement of any article and commodity in commerce by extortion, that is, to unlawfully obtain under color of official right, money and other property from SFW, with its consent, not due **CURRIE** or **CURRIE's** official office, in return for the performance of official acts in violation of Title 18, United States Code, Section 1951(a).

#### **Purpose of the Conspiracy**

8. It was a purpose of the conspiracy for **WHITE, SMALL** and SFW to enrich **CURRIE** and to benefit **WHITE, SMALL** and SFW by issuing regular payments to **CURRIE**, in exchange for **CURRIE's** using his official position and influence and taking official action in ways that would benefit the business and financial interests of **WHITE, SMALL** and SFW and others known and unknown to the Grand Jury.

#### **Manner and Means of the Conspiracy**

9. It was part of the conspiracy that beginning in 2003, SFW, and subsequently SUPERVALU, issued company checks on a periodic basis to **CURRIE** in exchange for **CURRIE** using his official position and influence and taking official actions in ways that would benefit **WHITE, SMALL** and SFW. The total paid to **CURRIE** was about \$245,816.79, and was paid as follows: \$33,000 in 2003; \$59,000.04 in 2004; \$20,500.02

in 2005; \$41,000.04 in 2006; \$54,316.69 in 2007; and \$38,000 in 2008.

10. It was further part of the conspiracy that in or about September of 2007, to justify both his continued receipt of payments from SFW as well as a substantial increase in the amount of money that he would be paid for his work on SFW's behalf, **CURRIE** created and caused to be created a list entitled "Accomplishments on Behalf of Shoppers" (hereafter "the List of Accomplishments") in which he described the work that he had performed and was performing for SFW as follows:

- "1. \$850,000 from the state of Maryland for three years to assist Shoppers' rent payment to general growth [sic] at Mondawmin Mall in Baltimore City.
2. Working to resolve minority business economic (MBE) issue AT [sic] Mondawmin Mall
3. Assist in securing enterprise zone for Ritchie-Marlboro
4. Working to obtain \$2 million to improve interchange (Ritchie-Marlboro)
5. Obtain funding and permit on Route 198 Maryland City Plaza for right in, right out, left in, left out.
6. Legislation for beer and wine license at Cherry Hill Road
7. Work to obtain approval by Liquor Board
8. Work to change legislation that would require Shoppers to install new chillers and refrigeration in its stores
9. Working with Shoppers, WAMATA [sic], Park and Planning, and Developer Redevelopment Authority on relocating and building new store in Chillum

10. \$800,000 from the state for Capitol area [sic] Food Bank and will give Shoppers the credit.
11. Recently appointed to Metropolitan Washington Council of Government to work with local governments on behalf of Shoppers
12. Approval for right in and left in on Reisterstown Road, Baltimore City."

11. It was further part of the conspiracy that **CURRIE** indicated in the List of Accomplishments that he would "bring many more opportunities to" SFW and represented that he was "in a unique position to assist Shoppers in expanding its mission and increasing its bottom line."

12. It was further part of the conspiracy that **WHITE** represented to executives at SUPERVALU that he had hired **CURRIE** to act as a consultant in the areas of community relations, community leadership opportunities, public affairs and minority recruitment and outreach efforts, when, in truth and fact, he had agreed to pay **CURRIE** to take official acts and to use his official position and influence in ways that would benefit the business and financial interests of **WHITE, SMALL** and SFW.

13. It was further part of the conspiracy that **CURRIE** agreed to take and did take official acts and agreed to use and did use his official position and influence in ways that would benefit the business and financial interests of **WHITE, SMALL** and SFW, including but not limited to the following:

- a. Causing and attempting to cause the Maryland Department of

Business and Economic Development (“DBED”) to provide public funding to the owner of the Mondawmin Mall in Baltimore, Maryland for the purpose of securing a significant financial benefit for SFW in the form of a reduction in the amount of rent that the owner would charge to SFW at that location;

b. Causing and attempting to cause the introduction of legislation in the Maryland General Assembly during the 2005 Legislative Session that specifically allowed for the transfer of a Class D beer and light wine license with an off-sale privilege for use by a supermarket from District 47 in Prince George’s County to District 21 in Prince George’s County;

c. Casting a vote in favor of that liquor license transfer legislation, knowing that the legislation was designed to apply and did apply to a liquor license that SFW wished to transfer from its supermarket in Takoma Park, Maryland to its supermarket in College Park, Maryland;

d. Facilitating and attempting to facilitate the approval of the transfer of that liquor license by the Prince George’s County Board of License Commissioners (“Liquor Board”);

e. Causing and attempting to cause the delay of the implementation of portions of the Maryland Energy Efficiency Standards Act (“EESA”) which applied to SFW;

f. Causing and attempting to cause the Maryland-National Capital Park



and Planning Commission ("M-NCPPC") to negotiate with SFW and others regarding M-NCPPC's right of first refusal to purchase a particular plot of land in the Chillum area of Prince George's County that SFW wished to use for the expansion and renovation of one of its supermarkets and that M-NCPPC had planned to use for a public soccer field and commuter trail;

g. Attempting to cause the Maryland Department of Transportation ("MDOT") to award a "Secretary's Grant" in the amount of \$2 - \$3 million to a private developer for road improvements at the Ritchie-Marlboro highway interchange in Prince George's County;

h. Attempting to cause officials at the Maryland State Highway Administration ("SHA") to approve the installation of a traffic signal on Maryland Route 140 in Baltimore County at the entrance to a shopping center that included a SFW supermarket; and

i. Causing and attempting to cause the SHA to expedite its review of SFW's application for the installation of a traffic signal at the site of a SFW supermarket at the Maryland City Plaza on Route 198 in Prince George's County.

14. It was further part of the conspiracy that **CURRIE, WHITE** and **SMALL** concealed **CURRIE's** financial relationship with SFW, in a number of ways, including but not limited to:

a. **WHITE** and others created and caused to be created Consulting

Agreements between **CURRIE** and SFW that were crafted in such a way as to conceal the fact that **CURRIE** was being paid by SFW to take official actions and to exercise his official influence and position as a State Senator in ways that would benefit SFW, **WHITE** and **SMALL**;

b. **CURRIE** concealed and did not disclose financial benefits paid to him by SFW, both on written financial disclosure statements required to be filed by Maryland law and policy and personally in his official dealings on behalf of SFW; and

c. **WHITE** and **SMALL** concealed and did not disclose SFW's financial relationship with **CURRIE** while SFW was dealing with the third parties whom **CURRIE** was attempting to influence on SFW's behalf.

**Actions Taken by CURRIE in Exchange for the Payments**

**Public Funding and Incentives at the Mondawmin Mall**

15. The Mondawmin Mall was an urban shopping mall located on a large site in Baltimore City. The Maryland Motor Vehicle Administration ("MVA") was also located on the site and leased a stand-alone building adjacent to the Mall structure.

16. In or about 2003, SFW entered into negotiations with the Mall owner to bring a supermarket to the Mall as part of the owner's plans to renovate the site. Those renovation plans called for the MVA facility to move to another location on the site so as to make room for the supermarket. The MVA, however, was still considering a number of options at that time, some of which would not require it to move from its building at

Mondawmin.

17. It was part of the conspiracy that in or about August of 2003, **CURRIE** and **SMALL** met with another SFW executive at the Mondawmin Mall site. The purpose of the meeting was to educate **CURRIE** about the project so that **CURRIE** could use his influence and official position to get the MVA to agree to move its facility and to obtain public funding from the State that would lower SFW's anticipated costs for the project.

18. It was further part of the conspiracy that in about September of 2003, **CURRIE** contacted the Maryland Secretary of Budget and Management and requested that the Secretary intercede with MDOT and the MVA to ensure that those State entities took into account the needs and desires of SFW with respect to the Mall renovation plans.

19. It was further part of the conspiracy that on or about November 6, 2003, **CURRIE** telephoned the Administrator of the MVA and told her that he wanted to have a meeting in his Senate office with the Secretary of MDOT, the Secretary of Budget and Management, officials from the MVA, and a Baltimore City Delegate from the House of Delegates, as well as representatives of the mall owner and SFW. **CURRIE** told the MVA Administrator that his purpose in calling the meeting was to determine how the parties planned to proceed on relocating the MVA at the Mall, even though, at that time, the MVA had not decided whether or not it was even willing to move from its existing facility.

20. It was further part of the conspiracy that on or about December 23, 2003,

**CURRIE** convened a meeting in his Senate office in Annapolis with the Secretary of MDOT and others, which **WHITE** and **SMALL** attended, for the purpose of urging MDOT to resolve the issues surrounding the relocation of the MVA facility at the Mall.

21. It was further part of the conspiracy that on or about January 14, 2004, **CURRIE** convened a meeting in his Senate office in Annapolis with the Secretary of DBED and others, which **WHITE** and **SMALL** attended, for the purpose of urging the Secretary of DBED to provide an additional \$2 million in public funds for the Mall project so as to reduce SFW's projected costs in opening a supermarket at the Mall.

Obtaining the Transfer of a Liquor License for SFW

A. The Passage of Legislation Authorizing the Transfer of a Liquor License

22. The Maryland General Assembly was responsible for the enactment of public local laws relating to the use, sale and licensing of alcoholic beverages throughout most of Maryland, including Prince George's County.

23. Article 2B of the Annotated Code of Maryland, Section 9-217, prohibited, among other things, the issuance of any new "off-sale" liquor licenses or the transfer of any such licenses to a supermarket type establishment in Prince George's County. An "off-sale" liquor license was a license permitting the sale of alcoholic beverages for consumption off the seller's premises. Any supermarket in Prince George's County that held an "off-sale" license prior to the passage of Section 9-217, however, was permitted by Section 9-217 to continue to hold and, under certain circumstances, transfer such a

license.

24. The Liquor Board was responsible for regulating the sale and control of alcoholic beverages, including ruling upon applications for liquor licenses, transfers of licenses and related issues. The Liquor Board could only grant applications for transfers of licenses that were authorized under Maryland law. Although officially appointed by the Governor of Maryland, in practice, the members of the Board were selected by the Senators and Delegates representing Prince George's County in the General Assembly.

25. Eastern Beverages, Inc. was a corporation established solely for the purpose of holding a liquor license for SFW in Prince George's County. The officers and stockholders of Eastern Beverages were **WHITE** and several other employees of SFW.

26. It was part of the conspiracy that on or about July 23, 2004, **CURRIE** and **SMALL** met at a restaurant in Prince George's County with the Chairperson of the Liquor Board and an attorney hired by SFW to advance its interests in front of the Liquor Board ("the SFW attorney"). The purpose of the meeting was to discuss the means by which SFW could obtain a transfer of the existing off-sale Class D beer and light wine license, held in the name of Eastern Beverages, Inc., from its Takoma Park supermarket, which was located in District 47 of Prince George's County, to its College Park supermarket, which was located in District 21 in Prince George's County.

27. It was further part of the conspiracy that shortly after that restaurant meeting, at the direction of SFW, the SFW attorney and the SFW attorney's law firm

drafted proposed legislation that would change Section 9-217 of Article 2B in order to specifically permit the transfer of a Class D beer and light wine license with off-sale privilege for use by a supermarket from one district to another within Prince George's County.

28. It was further part of the conspiracy that in or about March of 2005, a member of **CURRIE**'s Senate office staff, acting at **CURRIE**'s direction, requested that the Chairperson of the House Economic Matters Committee identify an appropriate House bill to which a Senate amendment could be added that would specifically authorize the transfer of a liquor license from one Prince George's County district to another Prince George's County district.

29. It was further part of the conspiracy that on or about the final days of the 2005 Legislative Session in April of 2005, **CURRIE** caused another State Senator to introduce a floor amendment to House Bill 1110, then pending in the Maryland Senate, that authorized the transfer of a Class D beer and light wine license with an off-sale privilege for use by a supermarket or similar type of premises from District 47 to District 21 in Prince George's County.

30. It was further part of the conspiracy that in connection with House Bill 1110 in the 2005 Session, **CURRIE** intentionally did not file at any time with the Joint Ethics Committee of the Maryland General Assembly a sworn Statement of Recusal from Voting and Other Legislative Action nor did he submit a sworn Specific Disclaimer of a

Conflict of Interest Regarding an Individual Bill, as required.

31. It was further part of the conspiracy that on or about April 8, 2005, **CURRIE** voted in favor of House Bill 1110, as amended, in the Maryland Senate. The House of Delegates then approved House Bill 1110, as amended by the Senate, on the last day of the legislative session for 2005. House Bill 1110 was signed into law by the Governor of the State of Maryland on or about April 26, 2005.

B. The Application to the Liquor Board for Transfer of the Liquor License.

32. It was further part of the conspiracy that in or about December of 2005 or January of 2006, **CURRIE** and **SMALL** met with the Chairperson of the Liquor Board at a restaurant to discuss the Eastern Beverages application to the Liquor Board for permission to transfer the liquor license from the SFW Takoma Park supermarket to the SFW College Park supermarket.

33. It was further part of the conspiracy that on or about April 25, 2006, **CURRIE** attended the final hearing before the Liquor Board on the Eastern Beverages application to transfer its off-sale license from Takoma Park to the SFW supermarket in College Park in an attempt to influence the Commissioners to vote in favor of the application.

Delay in the Implementation of the Maryland Energy Efficiency Standards Act.

34. In or about January of 2004, the Maryland Energy Efficiency Standards Act ("EESA") was enacted and became law when the Maryland General Assembly voted to

override the Governor of Maryland's May 2003 veto of the Act.

35. EESA imposed certain energy efficiency requirements on various types of industry items, including commercial air conditioning units, often referred to as "chillers," and commercial refrigeration units. EESA also contained a provision that authorized the Director of the Maryland Energy Administration ("MEA"), which was the agency responsible for administering EESA, to delay the actual implementation of the Act's requirements for up to one year.

36. It was part of the conspiracy that on or about December 2, 2004, **SMALL** sent a letter to **CURRIE** requesting that **CURRIE** assist SFW by obtaining a delay in the implementation of EESA with respect to chillers and commercial refrigeration units because SFW would face increased construction and operational costs in the absence of such a delay.

37. It was further part of the conspiracy that shortly after December 2, 2004, the exact date being unknown to the grand jury, **CURRIE** contacted a staff person at the MEA and requested that the MEA Director exercise his statutory authority under EESA to delay the implementation of energy efficiency standards for chillers and commercial refrigeration units.

#### The Chillum Property

38. The M-NCPPC was a bi-county agency empowered by the State of Maryland to acquire, develop, maintain and administer a regional system of parks within



Montgomery and Prince George's Counties, and to provide land use planning for the physical development of Prince George's and Montgomery Counties. The M-NCPPC was also responsible for the management of public recreation programs in Prince George's County.

39. In or about 2003, officials at M-NCPPC began negotiating with officials at the Washington Metropolitan Area Transit Authority ("WMATA"), another government agency, to purchase a parcel of land owned by WMATA in the Chillum area of Prince George's County. Pursuant to the rules and regulations applicable to government agencies regarding the sale of real property, WMATA was required to provide the right of first refusal to other government agencies, including M-NCPPC, before it could offer any such property to the general public for sale by competitive bid.

40. In or about 2005, while negotiations were underway between WMATA and M-NCPPC regarding the sale of the Chillum land, SFW officials became interested in using that same property to expand and renovate an existing SFW supermarket that was located in an adjacent Chillum shopping center.

41. In or about January of 2006, M-NCPPC formally notified WMATA by letter that it wished to exercise its right of first refusal and purchase the Chillum property. M-NCPPC intended to use the land for a recreational soccer field and to extend its Prince George's Connector Trail. The Connector Trail was a public pathway designed to allow bicyclists and pedestrians to travel throughout much of Prince George's County

and into the District of Columbia without having to use the public motor vehicle roadways.

42. It was part of the conspiracy that beginning in or about the spring of 2006 and continuing until at least 2007, **CURRIE** repeatedly contacted high-level officials at M-NCPPC and other governmental entities, and met with those officials and entities. The purpose of those contacts and meetings was to persuade the officials and entities to participate in a transaction that would allow SFW's Chillum landlord to acquire a portion of the Chillum property without having to enter into a competitive public bid process.

43. It was further part of the conspiracy that **CURRIE** caused officials at M-NCPPC to conclude that they should give up the agency's right to purchase the entire Chillum property in favor of a transaction that would result in M-NCPPC receiving only a portion of the property while SFW's landlord would acquire the other portion for its planned supermarket expansion.

44. It was further part of the conspiracy that **CURRIE** persuaded officials at the Prince George's County Redevelopment Authority ("RDA"), to agree that the RDA would act as a pass-through entity by purchasing the entire Chillum property from WMATA and then selling one portion of the property to M-NCPPC and the other portion to SFW's landlord without offering any of the land to the general public for competitive bid.

Attempt to Obtain State Funds for Road Improvements at Ritchie-Marlboro Interchange

45. The SHA was responsible for making certain road and infrastructure improvements in the State of Maryland and for requesting that the funding for such improvements be included in the agency's annual budget request to the Governor. The SHA further had the authority to require that private developers construct and pay for the cost of infrastructure and road improvements in circumstances where a new development was expected to create the need for such improvements.

46. The Secretary of MDOT had the authority to provide a certain amount of public funds from MDOT's budget to private entities or local governments for the purpose of advancing certain construction and other projects that the Secretary deemed to be in the best interest of MDOT and the citizens of Maryland. These discretionary awards of public funds were commonly known as "Secretary's Grants."

47. In or about 2006, SFW was considering placing one of its supermarkets in the Ritchie Station Marketplace, which was a private commercial development to be constructed in Prince George's County. The planned development was expected to increase traffic flow to the point that road improvements would be required at the nearby Ritchie-Marlboro highway interchange. If the SHA and MDOT required the developer of the Ritchie Station Marketplace to pay for the cost of the road improvements, it was expected that the developer would seek to recoup some or all of those costs in the form of

higher rent rates for prospective tenants such as SFW.

48. It was part of the conspiracy that on or about January 30, 2006, **CURRIE** met in his Senate office in Annapolis with the Deputy Chief of Staff to the Governor of Maryland, an official from SHA, and representatives of the developer of the Ritchie Station Marketplace. During that meeting, the representatives of the developer requested that the Governor's Office and the SHA include \$3 million in the State budget to pay for the cost of the road improvements at the Ritchie-Marlboro interchange.

49. It was further part of the conspiracy that in or about March of 2006, **CURRIE** summoned the Secretary of MDOT to his Senate office in Annapolis and requested that the Secretary consider awarding a \$2 million "Secretary's Grant" to the developer of the Ritchie Station Marketplace for the cost of road improvements at the Ritchie-Marlboro interchange.

50. It was further part of the conspiracy that in or about late 2007 and early 2008, **CURRIE** requested that a different Secretary of MDOT, who had taken office in January of 2007, also consider awarding a "Secretary's Grant" to the developer of the Ritchie Station Marketplace, this time for \$3 million, to pay for the cost of the road improvements at the Ritchie-Marlboro interchange.

The Traffic Signal on Md. Rt. 140

51. The SHA was responsible for the installation of traffic signals and other traffic related construction and road management issues throughout Maryland. Before

installing a traffic signal or other traffic controls at a given location, the SHA required a detailed application and evaluation process in order to determine the need for the signal or control.

52. It was part of the conspiracy that **CURRIE** contacted the Administrator of the SHA on or about August 13, 2003, regarding SFW's request that the SHA install a traffic signal at the entrance to a shopping center on Route 140 in Baltimore County, Maryland.

53. It was further part of the conspiracy that **CURRIE** repeatedly contacted the Administrator of the SHA during the fall of 2003 and the winter of 2004 regarding the status of the SHA's review of SFW's request for a traffic signal at the Route 140 location.

54. It was further part of the conspiracy that as a direct result of **CURRIE'S** contacts with the SHA Administrator, the SHA staff expedited their evaluation and review of SFW's request for the traffic signal.

The Traffic Signal at Md. Rt. 198

55. In or about June of 2004, SFW was in the process of rebuilding and renovating a supermarket on Route 198 in Laurel, Maryland that had been damaged by fire. As part of its renovation plans, SFW wanted a traffic light to be installed at the entrance to the Route 198 shopping center in order to facilitate the flow of customers to and from the supermarket.

56. It was part of the conspiracy that in late June or early July of 2004,

**CURRIE** contacted the Administrator of the SHA and requested that he meet at the site of the Route 198 store to review SFW's request for a traffic signal.

57. It was further part of the conspiracy that on or about July 30, 2004, **CURRIE** and **SMALL** met at the site of the Route 198 SFW store, along with another State Senator, the Administrator of the SHA, and others for the purpose of discussing SFW's request for the SHA to approve and install a traffic signal at that location.

58. It was further part of the conspiracy that **CURRIE** contacted the Administrator of the SHA multiple times after the meeting on July 30, 2004, to inquire about the status and progress of the SHA's evaluation of the traffic signal request for the Route 198 location.

59. It was further part of the conspiracy that on or about March 12, 2005, as a direct result of **CURRIE**'s repeated contacts, the Administrator of the SHA directed his staff to undertake and complete its review process for the traffic signal at the Route 198 location on an expedited basis and in time for the re-opening of the SFW supermarket on May 1, 2005.

Concealment and Failure to Disclose the Consulting Relationship

60. It was part of the conspiracy that in February of 2003, **WHITE** and **CURRIE** entered into a written consulting agreement in which SFW purported to retain **CURRIE** for the purpose of providing assistance "in minority recruitment and outreach, community relations and public affairs, to work with [Shoppers'] executives to provide

visibility and community leadership opportunities” at a rate of \$3,000 per month when, in truth and fact, as **WHITE** and **CURRIE** both well knew, **WHITE** and **CURRIE** had agreed that SFW would pay **CURRIE** in exchange for **CURRIE**’s taking official actions and using his official influence and position as a State Senator in ways that would benefit **WHITE** and SFW.

61. It was further part of the conspiracy that **WHITE** concealed and did not disclose to SUPERVALU the true nature of the agreement with **CURRIE**.

62. It was further part of the conspiracy that in or about July, 2004, **WHITE** authorized an increase in the rate of payments to **CURRIE** to \$3,416.67.

63. It was further part of the conspiracy that on or about October 1, 2004, **CURRIE** and an SFW executive executed a renewed Consulting Agreement for **CURRIE** that contained the same description of the services or assistance that **CURRIE** was to provide to SFW, as set forth above in paragraph 60 of this Indictment, at an increased rate of \$3,416.67 per month when, in truth and fact, as **WHITE** and **CURRIE** both well knew, **WHITE** had agreed that SFW would pay **CURRIE** in exchange for **CURRIE**’s agreement to take official actions and to exercise his official influence and position as a State Senator in ways that would benefit **WHITE** and SFW.

64. It was further part of the conspiracy that on or about June 17, 2007, **CURRIE** executed a renewed Consulting Agreement with SFW that contained the same description of the services or assistance that **CURRIE** was to provide to SFW, as set

forth above in paragraph 60 of this Indictment, at an increased rate of \$3,800 per month when, in truth and fact, as **CURRIE** well knew, he had agreed to receive payment from SFW in exchange for taking official actions and using his official influence and position as a State Senator in ways that would benefit SFW.

65. It was further part of the conspiracy that on or about December 11, 2007, SFW issued a renewed Consulting Agreement for **CURRIE** that contained the same description of the services or assistance that **CURRIE** was to provide to SFW, as set forth above in paragraph 60 of this Indictment, at an increased rate of \$7,600 per month when, in truth and fact, as **CURRIE** well knew, he had agreed to receive payment from SFW in exchange for taking official actions and using his official influence and position as a State Senator in ways that would benefit SFW.

66. It was further part of the conspiracy that **CURRIE** signed under oath and filed annual financial disclosure statements, as required under Maryland law, from 2004 through 2008 in which he intentionally omitted that he had earned income from SFW during the years 2003 through 2007.

#### Overt Acts

In furtherance of the conspiracy and to effect the objects of the conspiracy, at least one of the conspirators performed and caused to be performed, at least one of the following overt acts on or about the dates set forth below, in the District of Maryland and elsewhere:



a. On or about December 27, 2002, **CURRIE** sent and caused to be sent to **WHITE** a written proposal stamped confidential, thanking **WHITE** for meeting with **CURRIE** to discuss a “joint venture” and stating that **CURRIE** was prepared to offer “substantial assistance” to SFW in return for payments.

b. On or about February 4, 2003, **WHITE** sent and caused to be sent a letter to **CURRIE** in which SFW agreed to pay defendant **CURRIE** \$3,000 per month. The letter stated that in exchange, **CURRIE** agreed to provide assistance in areas described as minority recruitment and outreach, community relations and public affairs, and to work with SFW executives to provide visibility and community leadership opportunities.

c. Between in or about February 4 and February 10, 2003, **CURRIE** signed the letter agreement.

d. On or about April 14, 2003, **CURRIE** met with the Ethics Advisor for the Maryland General Assembly but did not disclose to the Ethics Advisor the full and true nature of his agreement with SFW and **WHITE**.

e. On or about August 13, 2003, **CURRIE** sent and caused to be sent a letter on official Senate of Maryland Budget and Taxation Committee letterhead to the Administrator of the SHA requesting that the Administrator speak with **CURRIE** the following week about a draft Traffic Impact Analysis for the installation of a traffic signal at the site of an SFW project on Route 140 in Baltimore County, Maryland.

f. On or about December 23, 2003, **CURRIE**, **WHITE** and **SMALL** met

with the Secretary of MDOT and others in **CURRIE**'s office space in the Senate Office Building in Annapolis, Maryland regarding SFW's interest in obtaining public funding for the purpose of establishing a supermarket in the Mondawmin Mall.

g. On or about January 14, 2004, **CURRIE**, **WHITE** and **SMALL** met with the Secretary of DBED, along with others, in **CURRIE**'s office space in the Senate Office Building in Annapolis, Maryland regarding State public funding for the Mondawmin Mall project.

h. On or about June 15, 2004, **CURRIE** telephoned the Administrator of the SHA regarding SFW's request for a traffic signal or other traffic control adjustments in front of the SFW supermarket location on Route 140 in Baltimore County.

i. Between on or about June 29 and July 6, 2004, **CURRIE** or a member of **CURRIE**'s staff acting at his direction, contacted the Administrator of the SHA and requested him to attend a meeting with State and local officials, representatives of SFW, and others at the site of a SFW project on Route 198 in Laurel, Maryland.

j. In or about July of 2004, **WHITE** caused SFW to increase the payments to **CURRIE** to a total of \$3,416.67 per month.

k. On or about July 23, 2004, **CURRIE** and **SMALL** met with the Chairman of the Liquor Board and the SFW attorney, at a restaurant in Prince George's County regarding the transfer of a liquor license from a SFW store in Takoma Park, Maryland to a SFW store in College Park, Maryland.

l. On or about July 30, 2004, **CURRIE, WHITE** and **SMALL** met with the Administrator of the SHA and others at the site of the SFW project on Route 198 in Laurel, Maryland, regarding the possible installation of a traffic signal at that location.

m. On or about September 1, 2004, **SMALL** faxed and caused to be faxed to the SFW attorney a copy of a letter that a local developer had sent to **SMALL** regarding the transfer of the liquor license in Prince George's County and some of **CURRIE'S** actions regarding the effort to obtain the transfer.

n. On or about October 1, 2004, **WHITE** sent and caused to be sent a Consulting Agreement to **CURRIE** which stated that **CURRIE** would perform "advisory services [that] shall include minority recruitment and outreach, community relations and public affairs, working with Shopper's executives to provide visibility and community leadership opportunities" in exchange for \$3,416.67 per month.

o. On or about October 12, 2004, **CURRIE** signed under oath, and on or about October 13, 2004, filed and caused to be filed with the Maryland State Ethics Commission, a Member of General Assembly Financial Disclosure Statement for the 2003 calendar year in which he intentionally did not disclose, as required, that he had earned income from SFW during that calendar year.

p. On or about December 2, 2004, **SMALL** sent and caused to be sent a letter to **CURRIE** requesting **CURRIE'S** assistance in obtaining a delay in the implementation of the EESA with respect to commercial refrigeration and chiller units.

q. On or about April 8, 2005, **CURRIE** voted in favor of House Bill 1110, which included the amendment authorizing the transfer of a liquor license from District 47 to District 21 for use by a supermarket or similar business establishment.

r. On or about April 26, 2005, **CURRIE** caused to be faxed from his Senate office in Annapolis to **SMALL** in Lanham a copy of the enrolled version of House Bill 1110, which had been signed into law by the Governor of Maryland earlier that same day.

s. On or about April 30, 2005, **CURRIE** signed under oath, and on or about May 5, 2005, filed and caused to be filed with the Maryland State Ethics Commission, a Member of General Assembly Financial Disclosure Statement for the 2004 calendar year in which he intentionally did not disclose, as required, that he had earned income from SFW during that calendar year.

t. On or about May 6, 2005, **CURRIE**, **WHITE** and **SMALL** met at a restaurant for the purpose of discussing certain legislation in the just concluded 2005 legislative session and various SFW projects in which **CURRIE** had or would use his official influence and position or take official action in furtherance of SFW's business interests.

u. In or about March of 2006, **CURRIE** asked the Secretary of MDOT to provide \$2 million in State funds by way of a "Secretary's Grant" to a private developer for the purpose of making road improvements in connection with a commercial

development project at or near the Ritchie-Marlboro highway interchange in Prince George's County.

v. In or about late March and early April of 2006, **SMALL** prepared or caused to be prepared a memorandum in which he summarized official actions **CURRIE** had taken and would take on behalf of SFW, stating, among other things, that **CURRIE** had "[p]rovided representation for the passage of Legislation."

w. On or about April 25, 2006, **CURRIE** attended a hearing before the Liquor Board regarding the Eastern Beverages application for the transfer of its liquor license from the SFW supermarket in District 47 of Prince George's County to the SFW supermarket in District 21 of Prince George's County.

x. On or about May 24, 2006, **CURRIE** signed under oath, and on or about May 30, 2006, filed and caused to be filed with the Maryland State Ethics Commission, a Member of General Assembly Financial Disclosure Statement for the 2005 calendar year in which he intentionally did not disclose, as required, that he had earned income from SFW during that calendar year.

y. On or about June 6, 2006, **CURRIE** and **SMALL** met with representatives of WMATA and others to discuss the means by which the landlord for SFW's Chillum store in West Hyattsville, Maryland could obtain a certain plot of land then owned by WMATA for the purpose of allowing SFW to expand and renovate its existing supermarket onto that property.

z. On or about July 20, 2006, **CURRIE** and **SMALL** met with representatives of M-NCPPC and others at the office of the M-NCPPC regarding the M-NCPPC's and SFW's interests in acquiring the Chillum property then owned by WMATA.

aa. On or about June 14, 2007, **CURRIE** signed under oath, and on or about June 15, 2007, filed and caused to be filed with the Maryland State Ethics Commission a Member of General Assembly Financial Disclosure Statement for the 2006 calendar year in which he intentionally did not disclose, as required, that he had earned income from SFW during that calendar year.

bb. On or about June 17, 2007, **CURRIE** signed a renewed Consulting Agreement with SFW which stated that **CURRIE** would perform "advisory services [that] shall include minority recruitment and outreach, community relations and public affairs, working with Shopper's executives to provide visibility and community leadership opportunities" in exchange for \$3,800 per month.

cc. On or about October 19, 2007, **CURRIE** met with representatives of WMATA, RDA, M-NCPPC, SFW and others at WMATA's offices regarding plans for the RDA to purchase the Chillum property from WMATA so that SFW could expand and renovate its existing supermarket.

dd. On or about December 11, 2007, SFW increased **CURRIE**'s compensation to \$7,600 per month.

ee. On or about December 20, 2007, **CURRIE** signed a renewed Consulting

Agreement with SFW which provided that **CURRIE** would perform “advisory services [that] shall include minority recruitment and outreach, community relations and public affairs, working with Shoppers’ executives to provide visibility and community leadership opportunities” in exchange for \$7,600 per month.

ff. On or about May 5, 2008, **CURRIE** convened a meeting in his Senate office with the Secretary of DBED and an executive of SFW to discuss possible sources of State financial assistance and monetary incentives available to SFW.

gg. On or about May 6, 2008, **CURRIE** signed under oath, and on or about May 11, 2008, caused to be filed with the Maryland State Ethics Commission, a Member of General Assembly Financial Disclosure Statement for the 2007 calendar year in which he intentionally did not disclose, as required, that he had earned income from SFW during that calendar year.

18 U.S.C. Section 371

**COUNTS TWO THROUGH SEVEN**  
(Travel Act)

And the Grand Jury for the District of Maryland further charges:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the date of each count listed below, in the District of Maryland and elsewhere, the defendant or defendants did travel and cause to travel in interstate commerce and did use and cause to be used a facility in interstate commerce, with the intent to promote, manage, establish, carry on, and to facilitate the promotion, management, establishment and carrying on of an unlawful activity, said unlawful activity being the bribery of defendant **ULYSSES S. CURRIE**, in violation of Maryland Criminal Code, Section 9-201, and thereafter did perform and attempt to perform an act to promote, manage, establish, carry on, and to facilitate the promotion, management, establishment and carrying on of said unlawful activity, as described below:



COUNT	DEFENDANT	DATE	FACILITY/TRAVELER	USE/TRAVEL
2	<b>ULYSSES S. CURRIE WILLIAM J. WHITE R. KEVIN SMALL</b>	Nov. 28, 2005	Interstate banking system	Deposit in Forestville, Maryland into a SunTrust bank account of check nos. 36204377 and 36218713, both drawn on a SUPERVALU bank account at the Key Bank of Utah and made payable to Ulysses S Currie and both in the amount of \$3,416.67
3	<b>ULYSSES S. CURRIE WILLIAM J. WHITE R. KEVIN SMALL</b>	May 1, 2006	Interstate banking system	Deposit in New Carrollton, Maryland into a SunTrust bank account of check no. 11671701, drawn on a SUPERVALU account at the Citibank Delaware and made payable to Ulysses S Currie in the amount of \$3,416.67

COUNT	DEFENDANT	DATE	FACILITY/TRAVELER	USE/TRAVEL
4	<b>ULYSSES S. CURRIE R. KEVIN SMALL</b>	May 25, 2007	Interstate banking system	Deposit in District Heights, Maryland into a SunTrust bank account of check no. 36340467, drawn on a SUPERVALU account at the Key Bank of Utah and made payable to Ulysses S Currie in the amount of \$3,416.67
5	<b>ULYSSES S. CURRIE</b>	Sept. 4, 2007	Interstate banking system	Deposit in Forestville, Maryland into a SunTrust bank account of check no. 36355406, drawn on a SUPERVALU account at the Key Bank of Utah and made payable to Ulysses S Currie in the amount of \$3,800
6	<b>ULYSSES S. CURRIE</b>	Oct.19, 2007	Travel of Ulysses S. Currie	District Heights, Maryland to the District of Columbia

COUNT	DEFENDANT	DATE	FACILITY/TRAVELER	USE/TRAVEL
7	<b>ULYSSES S. CURRIE</b>	May 5, 2008	Interstate banking system	Deposit in Forestville, Maryland into a SunTrust account of check no.11997148, drawn on a SUPERVALU account at Citibank Delaware, and check no. 13422652, drawn on a SUPERVALU account at Wells Fargo Bank in Lewistown, Montana, both made payable to Ulysses S Currie in the amount of \$7,600

18 U.S.C. Section 1952

18 U.S.C. Section 2

**COUNT EIGHT**

(Extortion Under Color of Official Right)

And the Grand Jury for the District of Maryland further charges:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.

2. At all times material to this Indictment, SFW was engaged in the retail grocery business, the activities of which affected interstate commerce.

3. Between in or about December of 2002 and continuing until in or about May of 2008, in the District of Maryland and elsewhere, defendant

**ULYSSES S. CURRIE**

aided and abetted by defendants **WILLIAM J. WHITE** and **R. KEVIN SMALL**, and others, did unlawfully, knowingly and willfully obstruct, delay and affect interstate commerce and the movement of articles and commodities in interstate commerce by extortion, and did attempt to do so, in that **ULYSSES S. CURRIE** did obtain approximately \$245,816 from SFW, with consent, the said \$245,816 having been obtained under color of official right although not due **ULYSSES S. CURRIE** or his office.

18 U.S.C. Section 1951(a)  
18 U.S.C. Section 2

**COUNTS NINE AND TEN**  
(Mail Fraud - Theft of Honest Services )

And the Grand Jury for the District of Maryland further charges:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.
2. Beginning in approximately December 2002 and continuing until at least on or about May 2008, the exact dates being unknown to the Grand Jury, in the District of Maryland and elsewhere, the defendants

**ULYSSES S. CURRIE,  
WILLIAM J. WHITE,  
and  
R. KEVIN SMALL,**

SFW, and others known and unknown to the Grand Jury, knowingly devised and intended to devise a scheme and artifice to defraud and to deprive the citizens of Maryland and the State of Maryland of the right to the honest and faithful services of Senator **CURRIE** through bribery and the concealment of material information, and to obtain money and property by means of materially false and fraudulent pretenses, representations, promises and material omissions.

3. For the purpose of executing the scheme and artifice to defraud and deprive, and attempting to do so, the defendants did knowingly cause to be delivered by the United States Postal Service, mail matter according to the directions thereon, as set forth in the

Counts below:

COUNT	DEFENDANT	DATE	ITEM
9	<b>ULYSSES S. CURRIE WILLIAM J. WHITE R. KEVIN SMALL</b>	Oct. 10, 2005	an envelope containing a SUPERVALU check made payable to Ulysses S. Currie in the amount of \$3,416.67, to be delivered to Ulysses S Currie, 6602 Lacona Street, District Heights, Maryland 20747
10	<b>ULYSSES S. CURRIE R. KEVIN SMALL</b>	May 17, 2007	a letter from a SFW employee to the Director of Prince George's County Department of Parks & Recreation, 6600 Kenilworth Avenue, Riverdale, Maryland 20737

18 U.S.C. Sections 1341 and 1346

18 U.S.C. Section 2

**COUNTS ELEVEN AND THROUGH SIXTEEN**

(Wire Fraud - Theft of Honest Services)

And the Grand Jury for the District of Maryland further charges:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.

2. Beginning in approximately December of 2002 and continuing until at least in or about May of 2008, the exact dates being unknown to the Grand Jury, in the District of Maryland and elsewhere, the defendants

**ULYSSES S. CURRIE,  
WILLIAM J. WHITE,  
and  
R. KEVIN SMALL,**

SFW, and others known and unknown to the Grand Jury, knowingly devised and intended to devise a scheme and artifice to defraud and to deprive the citizens of Maryland and the State of Maryland of the right to the honest and faithful services of Senator **CURRIE** through bribery and the concealment of material information, and to obtain money and property by means of materially false and fraudulent pretenses, representations, promises and material omissions.

3. For the purpose of executing the scheme and artifice to defraud and deprive, the defendants did knowingly transmit and cause to be transmitted in interstate commerce, by

means of a wire communication, certain signs, signals and sounds as set forth in the

Counts below:

COUNT	DEFENDANT	DATE	ITEM
11	<b>ULYSSES S. CURRIE WILLIAM J. WHITE R. KEVIN SMALL</b>	Oct. 25, 2005	E-mail transmission from New Stanton, Pennsylvania to Lanham, Maryland, via Eden Prairie, Minnesota, regarding an inquiry by <b>CURRIE</b> on the Chillum project
12	<b>ULYSSES S. CURRIE WILLIAM J. WHITE R. KEVIN SMALL</b>	March 1, 2006	E-mail transmission from New Stanton, Pennsylvania to Hampstead, Maryland, via Eden Prairie, Minnesota, regarding the Mondawmin Mall project and public funding
13	<b>ULYSSES S. CURRIE R. KEVIN SMALL</b>	April 4, 2006	E-mail transmission from Lanham, Maryland to Eden Prairie, Minnesota regarding a meeting between <b>SMALL</b> , <b>CURRIE</b> and others



COUNT	DEFENDANT	DATE	ITEM
14	<b>ULYSSES S. CURRIE R. KEVIN SMALL</b>	March 22, 2007	E-mail transmission from Maryland to Boise, Idaho, via Eden Prairie, Minnesota, regarding SFW's plan to acquire the Chillum property
15	<b>ULYSSES S. CURRIE</b>	Nov. 7, 2007	Wire communication in interstate commerce, of signs, signals and sounds from Potomac, Maryland to the District of Columbia, to wit: a facsimile of a cover memorandum and letter summarizing issues discussed at a meeting regarding SFW's efforts to obtain commercial use of the Chillum property
16	<b>ULYSSES S. CURRIE</b>	Dec. 20, 2007	Wire communication in interstate commerce, of signs, signals and sounds from Lanham, Maryland to Eden Prairie, Minnesota, to wit: a facsimile of check requisition forms and a Consulting Agreement between SFW and Ulysses S. Currie

18 U.S.C. Sections 1343 and 1346

18 U.S.C. Section 2

**COUNT SEVENTEEN**  
(False Statement)

And the Grand Jury for the District of Maryland further alleges that:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about May 29, 2008, within the District of Maryland, Special Agents of the Federal Bureau of Investigation interviewed **WHITE** in connection with the investigation of SFW's relationship with **CURRIE** and the work performed by **CURRIE** on behalf of SFW.

3. On or about May 29, 2008, within the District of Maryland,

**WILLIAM J. WHITE**

the defendant, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency within the executive branch of the government of the United States, to wit:

a. **WHITE** stated that **CURRIE** did not try to assist SFW in any way with legislation that would help the company or any of its related entities whereas, as he then and there well knew, **CURRIE** had voted in favor of legislation designed to permit SFW to transfer a liquor license from its store in Takoma Park, Maryland to another one of its

stores in College Park, Maryland and **CURRIE** had discussed the need for the legislation with the Chairperson of the Liquor Board; and

b. **WHITE** stated that **CURRIE** did not contact local or state officials on SFW's behalf with respect to any issues involving regulatory matters, zoning, real estate transactions, construction projects including road and traffic issues, tax incentives for development and construction projects, or grant monies whereas, as he then and there well knew, **CURRIE** had repeatedly contacted state and local officials on SFW's behalf regarding SFW's desires to obtain public funding for the Mondawmin Mall project and to have the SHA approve the installation of traffic signals at various store locations.

18 U.S.C. Section 1001(a)(2)

**COUNT EIGHTEEN**  
(False Statement)

And the Grand Jury for the District of Maryland further alleges that:

1. The allegations contained in paragraphs 1 through 6 and paragraphs 8 through 66 of Count One are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about May 29, 2008, within the District of Maryland, Special Agents of the Federal Bureau of Investigation and of the Internal Revenue Service interviewed **CURRIE** in connection with the investigation of SFW's relationship with **CURRIE** and the work performed by **CURRIE** on behalf of SFW.

3. On or about May 29, 2008, within the District of Maryland,

**ULYSSES S. CURRIE**

the defendant, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency within the executive branch of the government of the United States, to wit:

a. **CURRIE** stated that his only involvement in the legislation that allowed the transfer of the liquor license from one Prince George's County alcoholic beverages district to another was that he voted on the legislation, whereas, as he then and there well knew:

1) in July of 2004, during a meeting attended by **CURRIE**, **SMALL**, the

SFW attorney, and the Chairman of the Liquor Board, the need for legislation to permit the transfer of the liquor license was specifically discussed;

2) during or prior to the 2005 Session of the Maryland General Assembly, **CURRIE** discussed with at least one other State Senator the need for a sponsor in the Senate of the transfer legislation; and

3) **CURRIE**, or a member of his Senate staff acting at his direction, contacted the Chairperson of the House Appropriations Committee during the 2005 Session of the General Assembly to arrange for the transfer legislation to be included as an amendment to House Bill 1110;

b. **CURRIE** stated that he never had any contact with any of the Commissioners of the Liquor Board regarding the afore-mentioned transfer of the liquor license whereas, as he then and there well knew, on or about July 23, 2004, **CURRIE** and **SMALL** and the SFW attorney met with the Chairperson of the Liquor Board in order to discuss the means for obtaining a transfer of the liquor license, and that in or about December of 2005 or January of 2006, **CURRIE** met again with the Chairperson of the Liquor Board and **SMALL** in order to discuss the transfer of the liquor license; and

c. **CURRIE** stated that he only dealt with **WHITE** regarding matters that pertained to minority recruitment whereas, as he then and there well knew, he had dealt with **WHITE** on various matters, including the installation of a traffic signal on Reisterstown Road and SFW's desire to obtain public funding in connection with the

Mondawmin Mall project.

18 U.S.C. Section 1001(a)(2)

**FORFEITURE**

1. The allegations contained in Counts Two through Sixteen of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 United States Code Section 981(a)(1)(C) and 28 United States Code Section 2461(c).

2. Upon conviction of the offenses in violation of 18 U.S.C. Sections 1951 and 1952, as set forth in Counts Two through Seven of this Indictment, the defendants, **ULYSSES S. CURRIE, WILLIAM J. WHITE and R. KEVIN SMALL**, shall forfeit to the United States of America, pursuant to 18 United States Code Section 981(a)(1)(C) and 28 United States Code Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to those offenses.

3. Pursuant to 18 U.S.C. Section 981(a)(1)(C) and 28 U.S.C. Section 2461(c), upon conviction of an offense in violation of 18 U.S.C. Section 1341, 1343 and 1346, or a conspiracy to commit such offenses, as alleged in Counts One and Nine through Sixteen, each defendant shall forfeit to the United States of America all property, real and personal, which constitutes and is derived from proceeds traceable to the scheme to defraud.

4. The property to be forfeited includes, but is not limited to, at least \$245,816.

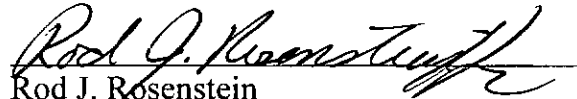
**SUBSTITUTE ASSETS**

5. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendants,

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

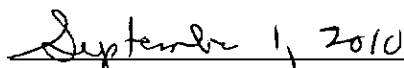
the United States shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

Fed.R.Crim.P. 32.2(a)  
18 U.S.C. Sections 981(a)(1)(C)  
28 U.S.C. Section 2461(c)

  
Rod J. Rosenstein  
United States Attorney

A TRUE BILL:

**SIGNATURE REDACTED** —

  
Date