



U.S. Department of Justice

United States Attorney  
Western District of Washington

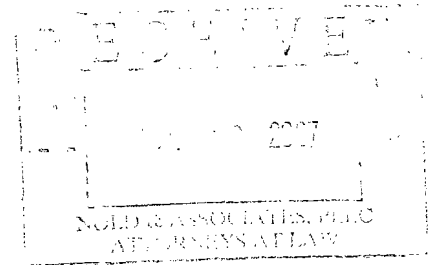
Please reply to:  
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Assistant United States Attorney  
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July 19, 2007

David A. Nold  
Nold & Associates PLLC  
10500 NE 8th St. Ste 930  
Bellevue, Washington 98004



Re: United States v. Joseph Lavin

Dear Mr. Nold:

I enclose for your and your client's consideration a proposed plea agreement and charging document in an effort to resolve this matter. The plea agreement contemplates pleas of guilty to one count of Wire Fraud and one count of Money Laundering as set forth in the proposed Information. The plea agreement includes a provision that the government will seek a determination that the attempted loss amount as a result of Mr. Lavin's fraudulent investment scheme is approximately \$13 million and that the number of victims involved is approximately 200. The plea agreement, however, also provides room for your client to try and advocate for a lesser amount of loss and/or victims at the time of sentencing. The plea agreement also requires a waiver of appeal. In return for the pleas, the government will consider filing a motion pursuant to USSG § 5K1.1 for a downward departure in sentencing from the applicable sentencing guidelines range in recognition for your clients' cooperation and substantial assistance to the government.

The amount of loss and the number of victims are based upon the review of all the evidence in this case. I enclose a spreadsheet that details the victims, their losses, and any disbursements that Mr. Lavin has made to these victims.

In terms of how the plea agreement impacts the potential sentence, a preliminary calculation of the sentencing guidelines is as follows:

### Count 1 – Wire Fraud

Base Offense Level	USSG § 2B1.1(a)	+ 7
Specific Offense Characteristics	USSG § 2B1.1(b)(1)(K) Loss greater than \$7 million but less than \$20 million	+20
	USSG § 2B1.1(b)(2)(B)	<u>+ 4</u>
Total Offense Level		31

### Count 2 – Money Laundering

Base Offense Level	USSG § 2S1.1(a)	+31
Specific Offense Characteristics	USSG § 2S1.1(B)(2) The offense charged is 18 U.S.C. § 1956	<u>+ 2</u>
Total Offense Level		33

In this case, because there are two counts, and the counts describe related crimes, the counts will be grouped together for purposes of sentencing, pursuant to USSG § 3D1.2. The Court will then simply rely upon the higher offense level of the two counts, in this case Level 33, as the Offense Level for purposes of sentencing.

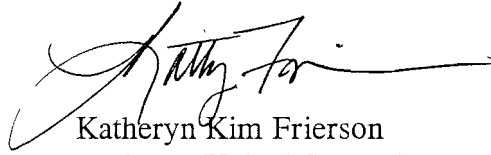
If Mr. Lavin accepts the plea agreement, the Offense Level is further decreased by three levels for Acceptance of Responsibility, pursuant to USSG § 3E1.1. With the Acceptance of Responsibility adjustment, the Final Offense Level is Level 30.

Because Mr. Lavin does not appear to have a criminal history, Offense Level 30 results in a sentencing guidelines range of a term of imprisonment of between 97 to 121 months. If Mr. Lavin continues to cooperate with the government, at the time of sentencing, the government will file a motion for downward departure seeking a departure from the low end of the guidelines of 97 months. Of course, if Mr. Lavin chooses to argue that the loss amount should be lower than \$13 million and he prevails, and the new amount actually affects the applicable guidelines range, the point of departure for the 5K1.1 motion will change.

Please do not hesitate to contact me to discuss this matter. I will be out of the office between July 20 through July 25th, during which time please do not hesitate to contact Carl Blackstone regarding any questions on the plea agreement.

Yours truly,

JEFFREY C. SULLIVAN  
United States Attorney

A handwritten signature in black ink, appearing to read "Kathy Frierson", with a long horizontal flourish extending to the right.

Katheryn Kim Frierson  
Assistant United States Attorney

cc Carl Blackstone  
Enclosures



1 pleas of guilty, Defendant hereby waives all objections to the form of the charging  
2 document.

3 Defendant further understands that before entering his pleas of guilty,  
4 Defendant will be placed under oath. Any statement given by Defendant under oath may  
5 be used by the government in a prosecution for perjury or false statement.

6 3. Elements of the Offense. The elements of the offense of Wire Fraud, as  
7 charged in Count One, in violation of Title 18, United States Code, Section 1343, are as  
8 follows:

9 First, the defendant made up a scheme or artifice to defraud and to obtain  
10 money or property by means of false statements or promises;

11 Second, the defendant knew that the statements or promises were false;

12 Third, the statements or promises were material, that is they would  
13 reasonably influence another to part with money or property;

14 Fourth, the defendant acted with the intent to defraud; and

15 Fifth, the defendant used, or caused to be used, wire communications in  
16 interstate or foreign commerce.

17 The elements of Money Laundering, as charged in Count Two, in violation  
18 of Title 18, United States Code, Section 1956(a) (1)(A)(i), are as follows:

19 First, the defendant conducted a financial transaction involving property  
20 that represented the proceeds of the Wire Fraud as charged in Count 1;

21 Second, the defendant knew that the property represented the proceeds of  
22 the Wire Fraud as charged in Count 1; and

23 Third, the defendant acted with the intent to promote the carrying on of the  
24 Wire Fraud as charged in Count 1.

25 4. The Penalties. Defendant understands that the statutory penalties for the  
26 offense of Wire Fraud, as charged in Count One, are imprisonment for up to twenty (20)  
27 years, a fine of up to two hundred and fifty thousand dollars (\$250,000.00), a period of  
28 supervision following release from prison of up to five (5) years, and a one hundred dollar

1 (\$100.00) penalty assessment. The statutory penalties for the offense of Money  
2 Laundering, as charged in Count Two, are imprisonment for up to twenty (20) years, a  
3 fine of up to \$500,000, a period of supervision following release from prison of up to five  
4 (5) years, and a one hundred dollar (\$100.00) penalty assessment.

5 Defendant agrees that any monetary penalty the Court imposes, including  
6 the special assessment, fine, costs or restitution, is due and payable immediately, and  
7 further agrees to submit a completed Financial Statement of Debtor form as requested by  
8 the United States Attorney's Office.

9 Defendant understands that supervised release is a period of time following  
10 imprisonment during which he will be subject to certain restrictions and requirements.  
11 Defendant further understands that if supervised release is imposed and he violates one or  
12 more of its conditions, he could be returned to prison for all or part of the term of  
13 supervised release that was originally imposed. This could result in Defendant serving a  
14 total term of imprisonment greater than the statutory maximum stated above.

15 5. Rights Waived by Pleading Guilty. Defendant understands that, by  
16 pleading guilty, he knowingly and voluntarily waives the following rights:

17 a. The right to plead not guilty, and to persist in a plea of not guilty;

18 b. The right to a speedy and public trial before a jury of Defendant's  
19 peers;

20 c. The right to the effective assistance of counsel at trial, including, if  
21 Defendant could not afford an attorney, the right to have the Court appoint one for  
22 Defendant;

23 d. The right to be presumed innocent until guilt has been established at  
24 trial, beyond a reasonable doubt;

25 e. The right to confront and cross-examine witnesses against Defendant  
26 at trial;

27 f. The right to compel or subpoena witnesses to appear on Defendant's  
28 behalf at trial;

1 g. The right to testify or to remain silent at trial, at which trial such  
2 silence could not be used against Defendant;

3 h. The right to appeal a finding of guilt or any pretrial rulings;

4 i. The right, to the extent required by law, to have sentencing factors  
5 charged in the Information or determined by a jury beyond a reasonable doubt.

6 6. United States Sentencing Guidelines. Defendant understands and  
7 acknowledges that, at sentencing, the Court must consider the sentencing range calculated  
8 under the United States Sentencing Guidelines, together with the other factors set forth in  
9 Title 18, United States Code, Section 3553(a), including: (1) the nature and circumstances  
10 of the offense(s); (2) the history and characteristics of the defendant; (3) the need for the  
11 sentence to reflect the seriousness of the offense, to promote respect for the law, and to  
12 provide just punishment for the offense; (4) the need for the sentence to afford adequate  
13 deterrence to criminal conduct; (5) the need for the sentence to protect the public from  
14 further crimes of the defendant; (6) the need to provide the defendant with educational  
15 and vocational training, medical care, or other correctional treatment in the most effective  
16 manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims;  
17 and (9) the need to avoid unwarranted sentence disparity among defendants involved in  
18 similar conduct who have similar records. Accordingly, Defendant understands and  
19 acknowledges that:

20 a. The Court will determine Defendant's applicable Sentencing  
21 Guidelines range at the time of sentencing;

22 b. After consideration of the Sentencing Guidelines and the other  
23 factors in 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to  
24 the maximum term authorized by law;

25 c. The Court is not bound by any recommendation regarding the  
26 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
27 range offered by the parties, or by the United States Probation Department; and  
28

1 d. Defendant may not withdraw a guilty plea solely because of the  
2 sentence imposed by the Court.

3 7. Ultimate Sentence. Defendant acknowledges that no one has promised or  
4 guaranteed what sentence the Court will impose. ✓

5 8. Restitution. Defendant shall make restitution in an amount to be  
6 determined at sentencing, with credit for any amounts already paid. Said amount shall be  
7 due and payable immediately and shall be paid in accordance with a schedule of payments  
8 as proposed by the United States Probation Office and ordered by the Court.

9 9. Statement of Facts. The parties agree on the following facts in support of  
10 Defendant's guilty pleas and sentencing. Defendant admits he is guilty of the charged  
11 offenses and expressly waives any right to have these facts determined by a jury beyond a  
12 reasonable doubt.

13 In 2003 and continuing through 2005, JOSEPH C. LAVIN promoted  
14 himself as a successful investment manager with a firm known as Global Asset  
15 Partners, LLP ("GAP"). Using written offering materials and oral presentations at  
16 seminars and meetings, LAVIN solicited investors for a series of investment funds  
17 known as the Global Asset Management Short Term Fund, Medium Fund, and Long  
18 Term Fund (collectively, "the Funds"). LAVIN represented to potential investors that  
19 the Funds' assets were allocated among foreign currency investments and other "Asset-  
20 Backed Investments." Asset-backed investments were further described by LAVIN as  
21 investments that were collateralized by specific assets, bonds or liens. LAVIN also  
22 represented to potential investors that the Funds would target monthly returns of  
23 between 1.5% and 2.5%, depending upon which Fund the investor selected. LAVIN  
24 stated that as manager of the Funds, he would receive compensation only if the Funds'  
25 earnings exceeded the targeted returns. LAVIN represented to potential investors that  
26 he was an accomplished financial executive and entrepreneur who was responsible for  
27 having consistently earned for many years returns in excess of 2% per month in the  
28 Funds.

1 As LAVIN well knew, however, the above statements and promises were  
2 knowingly and willfully false when made. Contrary to his representations and  
3 promises, LAVIN did not place investor money in foreign currency investments or  
4 other types of asset-backed investments. Instead, LAVIN diverted investor money that  
5 had been designated for the Funds to pay for personal expenses, to repay earlier  
6 investors, and to pay for business ventures controlled by others, specifically R.G., that  
7 had not been approved of or known to the investors;

8 Contrary to his representations and promises, LAVIN compensated  
9 himself with investor money despite failing to meet any of the targeted rates of returns.  
10 Contrary to his representations and promises, LAVIN was not an accomplished  
11 financial executive and entrepreneur. LAVIN filed for personal bankruptcy in 1998.  
12 Contrary to his representations and promises, LAVIN had historically never met the  
13 targeted returns for any of the investment Funds and, in fact, had consistently lost  
14 money.

15 Once investors placed money with LAVIN, LAVIN sent or caused to be  
16 sent regular statements to investors purporting to show that their investments were  
17 exceeding the monthly targeted returns. These statements, however, were knowingly  
18 and willfully false when made. LAVIN had not generated any gains with any  
19 investments.

20 Furthermore, LAVIN used later investors' money to make disbursements  
21 to earlier investors, in order to make it appear that investors were making the returns  
22 reported on the statements. As a result of these false and fraudulent statements and  
23 disbursements, more investors placed their money with LAVIN and GAP.

24 Between 2003 and 2005, as a result of his scheme and artifice to defraud,  
25 LAVIN obtained approximately \$13 million from more than 200 investors for  
26 investment in the GAP Funds. These investors relied upon the knowingly false  
27 representations and promises made by LAVIN in placing their money with GAP.

1 For example, on January 21, 2003, an investor, R.L., at LAVIN's  
2 direction, wired transferred \$250,000.00 from his IRA account at Charles Schwab &  
3 Co. in the State of California to a U.S. Bank account in the name of Global Currency  
4 Trading Account in Seattle, Washington, an account that was controlled by LAVIN.  
5 R.L. wired the money to be placed invested in one of the GAP Funds in reliance upon  
6 LAVIN's representations and promises as described above. Despite receiving regular  
7 statements from LAVIN that R.L.'s investment was making 3% monthly returns, R.L.  
8 did not receive the promised returns nor did he receive back his principal.

9 Once LAVIN obtained investor funds, he engaged in monetary  
10 transactions with the intent to promote the carrying on of his scheme and artifice to  
11 defraud. For example, on August 20, 2003, LAVIN caused to be withdrawn by check  
12 \$2,744.94 from U.S. Bank account number \*\*\*\*\*8931 in the name of Global  
13 Currency Trading Group, LLC, made payable to E.A. The payment was a referral fee  
14 to E.A. for introducing investors to the Funds. LAVIN knew that the payment was  
15 made with funds he fraudulently obtained from other investors as a result of his scheme  
16 and artifice to defraud. The payment was made with the intent to encourage E.A. and  
17 others to continue bringing other investors to the Funds.

18 10. Sentencing Factors. As part of this Plea Agreement, the United States  
19 Attorney's Office for the Western District of Washington agrees that the amount of  
20 attempted loss for purposes of sentencing will not exceed \$13 million and that the number  
21 of victims involved in this case will be less than 250. The United States Attorneys Office  
22 for the Western District of Washington also agrees that Defendant is free to argue for a  
23 lesser loss figure and/or number of victims.

24 11. Non-Prosecution of Additional Offenses. As part of this Plea Agreement,  
25 the United States Attorney's Office for the Western District of Washington agrees not to  
26 prosecute Defendant for any additional offenses known to it as of the time of this  
27 Agreement that are based upon evidence in its possession at this time, or that arise out of  
28 the conduct giving rise to this investigation. In this regard, Defendant recognizes that the

1 United States has agreed not to prosecute all of the criminal charges that the evidence  
2 establishes were committed by Defendant solely because of the promises made by  
3 Defendant in this Agreement. Defendant acknowledges and agrees, however, that for  
4 purposes of preparing the Presentence Report, the United States Attorney's Office will  
5 provide the United States Probation Office with evidence of all relevant conduct  
6 committed by Defendant.

7 12. Acceptance of Responsibility. The United States acknowledges that  
8 Defendant has assisted the United States by timely notifying the authorities of his  
9 intention to plead guilty, thereby permitting the United States to avoid preparing for trial  
10 and permitting the Court to allocate its resources efficiently. If at the time of sentencing,  
11 the United States remains satisfied that Defendant has accepted responsibility, then it will  
12 recommend a sentence that takes this acceptance of responsibility into consideration.  
13 Defendant understands and agrees that the United States will base its recommendation on  
14 factors set forth in the United States Sentencing Guidelines, including Section 3E1.1.

15 13. Cooperation.

16 a. Defendant shall cooperate completely and truthfully with law  
17 enforcement authorities in the investigation and prosecution of other individuals involved  
18 in criminal activity. Such cooperation shall include, but not be limited to, complete and  
19 truthful statements to law enforcement officers, as well as complete and truthful  
20 testimony, if called as a witness before a grand jury, or at any state or federal trial, retrial,  
21 or other judicial proceedings. Defendant acknowledges that this obligation to cooperate  
22 shall continue after Defendant has entered a guilty plea and sentence has been imposed,  
23 no matter what sentence Defendant receives. Failure to do so may constitute a breach of  
24 this Plea Agreement.

25 b. Defendant understands the United States will tolerate no deception  
26 from him. If, in the estimation of the United States Attorney, information or testimony  
27 provided from the date of the Plea Agreement, proves to be untruthful or incomplete in  
28 any way, regardless of whether the untruthfulness was intended to help or hurt the United

1 States' case, the United States Attorney for the Western District of Washington may  
2 consider that Defendant has breached this Plea Agreement.

3 c. The United States Attorney's Office for the Western District of  
4 Washington, in turn, agrees not to prosecute Defendant for any other offenses, other than  
5 crimes of violence, that Defendant may have committed in the Western District of  
6 Washington prior to the date of this Agreement about which: (1) the United States  
7 presently possesses information; or (2) Defendant provides information pursuant to this  
8 Agreement to cooperate with the authorities.

9 d. The parties agree that information provided by Defendant in  
10 connection with this Plea Agreement shall not be used to determine his sentence, except  
11 to the extent described in USSG § 1B1.8.

12 e. In exchange for his cooperation, as described above, and conditioned  
13 upon his fulfillment of all conditions of this Plea Agreement, the United States Attorney  
14 agrees to consider filing a motion pursuant to 18 U.S.C. § 3553(e) and/or Section 5K1.1  
15 of the United States Sentencing Guidelines, recommending that the Court sentence  
16 Defendant to a sentence that reflects his cooperation. Defendant understands that in the  
17 event the United States Attorney files such a sentencing recommendation, that  
18 recommendation will be based on consideration of factors and provisions set forth in the  
19 United States Sentencing Guidelines.

20 14. Waiver of Appeal As part of this Plea Agreement and on the condition that  
21 the Court imposes a custodial sentence that is within or below the Sentencing Guidelines  
22 range (or the statutory mandatory minimum, if greater than the Guidelines range) that is  
23 determined by the Court at the time of sentencing, Defendant waives to the full extent of  
24 the law:

25 a. any right conferred by Title 18, United States Code, Section 3742 to  
26 appeal the sentence, including any restitution order imposed; and  
27  
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1           b.     any right to bring a collateral attack against the conviction and  
2                   sentence, including any restitution order imposed, except as it may  
3                   relate to the effectiveness of legal representation

4 Furthermore, this waiver does not preclude Defendant from bringing an appropriate  
5 motion pursuant to 28 U.S.C. 2241, to address the conditions of his confinement or the  
6 decisions of the Bureau of Prisons regarding the execution of his sentence.

7           If Defendant breaches this Plea Agreement at any time by appealing or  
8 collaterally attacking (except as to effectiveness of legal representation) the conviction or  
9 sentence in any way, the United States may prosecute Defendant for any counts, including  
10 those with mandatory minimum sentences, that were dismissed or not charged pursuant to  
11 this Plea Agreement.

12           15.   Voluntariness of Plea. Defendant acknowledges that he has entered into  
13 this Plea Agreement freely and voluntarily, and that no threats or promises, other than the  
14 promises contained in this Plea Agreement, were made to induce Defendant to enter this  
15 plea of guilty.

16           16.   Statute of Limitations. In the event that this Agreement is not accepted by  
17 the Court for any reason, or Defendant has breached any of the terms of this Plea  
18 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
19 the Plea Agreement to: (1) 30 days following the date of non-acceptance of the Plea  
20 Agreement by the Court; or (2) 30 days following the date on which a breach of the Plea  
21 Agreement by Defendant is discovered by the United States Attorney's Office.

22           17.   Post-Plea Conduct. Defendant understands that the terms of this Plea  
23 Agreement apply only to conduct that occurred prior to the execution of this Agreement.  
24 If, after the date of this Agreement, Defendant should engage in illegal conduct, or  
25 conduct that is in violation of his/her conditions of release (examples of which include,  
26 but are not limited to: obstruction of justice, failure to appear for a court proceeding,  
27 criminal conduct while pending sentencing, and false statements to law enforcement  
28 agents, the Pretrial Services Officer, Probation Officer or Court), the United States is free

1 | under this Agreement to seek a sentence that takes such conduct into consideration. Such  
2 | a sentence could include, to the extent the United States Sentencing Guidelines are  
3 | applicable, a sentencing enhancement or upward departure.

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,	)	NO.
	)	
Plaintiff,	)	
v.	)	
JOSEPH C. LAVIN,	)	INFORMATION
	)	(Felony)
Defendant.	)	

THE UNITED STATES ATTORNEY CHARGES THAT:

**COUNT 1**  
**(Wire Fraud)**

Beginning at a date uncertain, but no later than January 2003, and continuing through in or about March 2007, within the Western District of Washington and elsewhere, the defendant, JOSEPH C. LAVIN, did devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises; and to execute and attempt to execute such scheme and artifice, by means of wire communications in interstate and foreign commerce as follows:

1 I. Introduction

2 At all times relevant to this Information:

3 1. Global Asset Partners, LLP (hereinafter, "GAP") was formed in 2001 as  
4 a limited liability company in Nevis, West Indies, with its principal place of business in  
5 Woodinville, Washington. GAP advertised itself as an asset management company and  
6 offered a variety of investment opportunities for high net-worth individuals.

7 2. Defendant, JOSEPH C. LAVIN, is a resident of Woodinville,  
8 Washington. Lavin is the principal officer, manager, and owner of GAP.

9 II. The Scheme and Artifice to Defraud.

10 3. It was a part of the scheme and artifice to defraud that LAVIN, using  
11 written offering materials and oral presentations at seminars and meetings, solicited  
12 investors for a series of investment funds known as the Global Asset Management Short  
13 Term Fund, Medium Fund, and Long Term Fund (collectively, "the Funds"). These  
14 Funds were managed by LAVIN.

15 4. It was a further part of the scheme and artifice to defraud that LAVIN  
16 represented to investors that the Funds' assets were allocated among foreign currency  
17 investments and other "Asset-Backed Investments." Asset-backed investments were  
18 further described by LAVIN as investments that were collateralized by specific assets,  
19 bonds or liens.

20 5. It was a further part of the scheme and-artifice to defraud that LAVIN  
21 represented to investors that the Funds would target monthly returns of between 1.5 %  
22 and 2.5 %, depending upon which Fund the investor selected. LAVIN also represented  
23 that he would receive compensation only if the Funds' earnings exceeded the targeted  
24 returns. LAVIN specified in the written offering materials that this is the only  
25 compensation paid to the Fund Manager.

26 6. It was a further part of the scheme and artifice to defraud that LAVIN

1 represented to investors that he was an accomplished financial executive and  
2 entrepreneur who was responsible for having consistently earned for many years  
3 returns in excess of 2% per month in the Funds.

4 7. It was a further part of the scheme and artifice to defraud that LAVIN's  
5 written and oral representations and promises described above were knowingly and  
6 willfully false as follows:

7 a. Contrary to his representations and promises, LAVIN did not place  
8 investors' money in foreign currency investments or other types of asset-backed  
9 investments. Instead, LAVIN diverted investors' money that had been designated for  
10 the Funds to pay for personal expenses, to repay earlier investors, and to pay for  
11 business ventures controlled by others, specifically R.G., that had not been approved of  
12 or known to the investors;

13 b. Contrary to his representations and promises, LAVIN compensated  
14 himself with investors' money despite failing to meet any of the targeted rates of  
15 returns;

16 c. Contrary to his representations and promises, LAVIN was not an  
17 accomplished financial executive and entrepreneur. LAVIN filed for personal  
18 bankruptcy in 1998; and

19 d. Contrary to his representations and promises, LAVIN had never  
20 met the targeted returns of 2% for any of the investment Funds and, in fact, had  
21 consistently lost money.

22 8. It was a further part of the scheme and artifice to defraud that LAVIN  
23 sent or caused to be sent regular statements to investors stating that their investments  
24 were exceeding the monthly targeted returns. These statements were knowingly false.  
25 LAVIN had not generated any gains with any investments.

26 9. It was a further part of the scheme and artifice to defraud that LAVIN  
27  
28

1 used later investors' money to make disbursements to earlier investors, in order to  
2 make it appear that investors were making the returns reported on the statements. As a  
3 result of these false and fraudulent statements and disbursements, more investors placed  
4 their money with LAVIN and GAP.

5 10. It was a further part of the scheme and artifice to defraud that LAVIN  
6 successfully obtained approximately \$13 million from more than 200 investors for  
7 investment in the GAP Funds. These investors relied upon the knowingly false  
8 representations and promises made by LAVIN in placing their money with GAP.

9 III. Execution of the Scheme and Artifice to Defraud.

10 11. On or about January 21, 2003, for the purpose of executing the above  
11 described scheme and artifice to defraud, LAVIN did knowingly and willfully cause to be  
12 sent and delivered by wire transfer \$250,000.00 from an account at the Charles Schwab &  
13 Co. located in the State of California in the name of R.L., to an account at U.S. Bank in  
14 the name of Global Currency Trading Group, LLC, Acct # \*\*\*\*\*8097 in Seattle,  
15 Washington, controlled by JOSEPH C. LAVIN.

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

17  
18 **COUNT 2**  
19 (Money Laundering)

20 On or about August 20, 2003, within the Western District of Washington and  
21 elsewhere, JOSEPH C. LAVIN did knowingly and willfully conduct and attempt to  
22 conduct a financial transaction affecting interstate and foreign commerce, to wit, cause  
23 to be withdrawn by check funds in the amount of \$2,744.94 from Account Number  
24 \*\*\*\*\*8097 at U.S. Bank in the name of Global Currency Trading Group, LLC,  
25 made payable to E.A., which involved the proceeds of a specified unlawful activity,  
26 that is Wire Fraud as alleged above in Count 1, in violation of Title 18, United States

1 Code, Section 1343, with the intent to promote the carrying on of the specified  
2 unlawful activity, specifically, to pay E.A. a referral fee for referring investors to  
3 participate in LAVIN's scheme and artifice to defraud, and that while conducting and  
4 attempting to conduct such a financial transaction knew that the funds involved  
5 represented the proceeds of some form of unlawful activity.

6 All in violation of Title 18, United States Code, Section 1946(a)(1)(A)(i) and 2.

7  
8 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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11 \_\_\_\_\_  
JEFFREY C. SULLIVAN  
United States Attorney

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13 \_\_\_\_\_  
CARL BLACKSTONE  
Assistant United States Attorney

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15 \_\_\_\_\_  
KATHERYN KIM FRIERSON  
Assistant United States Attorney