

# EXHIBITS

*A-7 to Z-7*

VIEW 2:0 BROWSE - CFT99FIC001H ----- REC 0104311 PG 0002998.002 LOCK 00  
COMMAND ==>>>

DATE: 07/13/99 MONEYNET DAILY TRANSACTION LOG. REPORT 120 TIME: 21:5  
SEQUENCE NUMBER: 990713002990 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE S

OWNING RBU: CENTRAL \* ROUTING INFORMATION \*  
ABA NAME ABA NAME  
SOURCE BANK: 072000915 NATL CITY KALAMAZO TARGET BANK: 021000089 CITIBANK NYC  
WIPE-KEY: FWF000332 COMMLOG KEY: FWF 9907131226493700 TESTCODE STATUS: 00  
TRAN TYPE: DR OUTGOING WIRE TRANSFER INTERNAL TRAN CODE: 2731501000 TRAN CODE:

TRAN STATUS: DRCR XMIT  
DR AFFILIATE CODE: 056 CR AFFILIATE CODE: 056  
REPEAT CODE: CALLER NAME: DARIA PALUCH/340/OK/GERRI ALLEN 8104154430

NOTIFY:  
WAIVE FEES: N  
PROBLEMS: RESOLUTIONS: EXCEPTION REASON: NONE  
1 - NON-REPETITIVE TRANSFER. JANET MARACUSSE CONFIRMED

\* FINANCIAL INFORMATION \*  
CREDIT ACCT: 056000011200000 THE FEDERAL RESERVE BANK OF CHICAGO CREDIT INTEREST ACCT:  
DEBIT ACCT: 056000628609348 SANCTUARY MINISTRIES DEBIT INTEREST ACCT:  
AMOUNT SENT: \$ 300,000.00 AMOUNT RECEIVED: \$ .00 PRINCIPAL: \$ 300,000.00 INTEREST: \$  
RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DA

\* FEDWIRE MESSAGE FORMAT \*  
NATL CITY KALAMAZO/ORG=SANCTUARY MINISTRIES,ROSEVILLE,MI  
CITIBANK NYC /CTR/IBK=SWISS SECURITY BK ACCT 3602198\*9 BBK=SWISS  
MERCANTILE BK BNF=STIRS UNLTD/AC-213072 OBI=REF SWIFTCODE CITI4533

WELLS FARGO BANK NEVADA, N.A.  
P.O. BOX 6995  
PORTLAND, OR 97228-6995

PAGE 1 12,431

STATEMENT DATE:  
MARCH 31, 2001

052-9467490

WORLDWIDE E CAPITAL, LLC  
SUB-II ACCOUNT  
3838 118TH AVE  
ALLEGAN MI 49010-9448

88-0426263

IF YOU HAVE ANY QUESTIONS ABOUT THIS STATEMENT OR YOUR ACCOUNTS,  
CALL: 800-225-5935 (1-800-CALL-WELLS).

-----  
YOUR ACCOUNTS AT A GLANCE

ACCOUNT TYPE	ENDING BALANCE
BASIC BUSINESS CHECKING 052-9467490	0.00

-----  
BASIC BUSINESS CHECKING 052-9467490

FEB 28 BEGINNING BALANCE	100,090.00
TOTAL DEPOSITS/CREDITS	1,401,440.00
TOTAL WITHDRAWALS/DEBITS	- 1,501,530.00
MAR 22 CLOSING BALANCE	0.00

-----  
DEPOSITS AND CREDITS

DATE	TRANSACTION DETAIL	AMOUNT
MAR 12	WT FED#00642 NATIONAL CITY BANK /ORG=JANET MARCUSSE SRF# 010312005029 TRN#010312032896 RFB#	200,000.00
MAR 14	WT FED#00255 NATIONAL CITY BANK /ORG=JANET MARCUSSE SRF# 010314002485 TRN#010314011929 RFB#	500,000.00
MAR 15	WT FED#00352 CENTRAL CAROLINA B /ORG=ERNEST WILKINS SRF# 20010315154507DD TRN#010315050421 RFB#	5,000.00
MAR 15	WT FED#01168 MARSHALL & ILSLEY /ORG=CAPITAL BANK SRF# 010315003643 TRN#010315055811 RFB#	25,000.00
MAR 15	WT FED#00049 F & M WISCONSIN /ORG=DISCOVERY CHURCH SRF# 010315110221M000 TRN#010315019214 RFB#	50,000.00
MAR 15	WT FED#00827 NATIONAL CITY BANK /ORG=SANCTUARY MINISTRIES SRF# 010315008173 TRN#010315048856 RFB#	50,000.00
MAR 15	WT FED#00830 NATIONAL CITY BANK /ORG=ACCESS FINANCIAL GROUP INC SRF# 010315008223 TRN#010315049208 RFB#	80,000.00
MAR 15	WT FED#00102 NATIONAL CITY BANK /ORG=SANCTUARY MINISTRIES SRF# 010315001175 TRN#010315007441 RFB#	200,000.00
MAR 16	WT FED#00627 FIRST UNION NAT'L /ORG=FIRST CLEARING CORPORATION SRF# 010316021265 TRN#010316034368 RFB#	25,000.00

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CONTINUED ON NEXT PAGE

EXHIBIT B-7

009773

DEPOSITS AND CREDITS -----

DATE	TRANSACTION DETAIL	AMOUNT
MAR 16	WT FED#00598 WACHOVIA BANK, N.A /ORG=J E CAMERON DDS SRF# 010107502354 TRN#010316009401 RFB#	35,000.00
MAR 16	WT FED#00019 BAYLAKE BANK /ORG=JOEY L NOWAK SRF# 0221 TRN#010316042477 RFB#	35,000.00
MAR 19	WT FED#00088 NATIONAL CITY BANK /ORG=DISCOVERY CHURCH SRF# 010319001368 TRN#010319007268 RFB#	13,000.00
MAR 19	WT FED#00009 FOOTHILL INDEPENDENCE /ORG=JOAN W FOSTER OR HENRY SRF# 084175 TRN#010319047156 RFB#	25,000.00
MAR 19	DEPOSIT	38,440.00
MAR 20	WT FED#04981 THE NORTHERN TRUST /ORG=EDWARD D JONES WIRE ACCOUNT SRF# 010320040923 TRN#010320045490 RFB# 038008825	100,000.00
MAR 22	TRANSFER FROM DDA # 000000670675891	20,000.00

WITHDRAWALS AND DEBITS -----

DATE	TRANSACTION DETAIL	AMOUNT
MAR 12	WIRE TRANS SVC CHARGE - SEQUENCE: 010312032896 SRF# 010312005029 TRN#010312032896 RFB#	- 10.00
MAR 14	WIRE TRANS SVC CHARGE - SEQUENCE: 010314011929 SRF# 010314002485 TRN#010314011929 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315007441 SRF# 010315001175 TRN#010315007441 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315019214 SRF# 010315110221M000 TRN#010315019214 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315048856 SRF# 010315008173 TRN#010315048856 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315049208 SRF# 010315008223 TRN#010315049208 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315050421 SRF# 20010315154507DD TRN#010315050421 RFB#	- 10.00
MAR 15	WIRE TRANS SVC CHARGE - SEQUENCE: 010315055811 SRF# 010315003643 TRN#010315055811 RFB#	- 10.00
MAR 15	WITHDRAWAL MADE IN A BRANCH/STORE	- 800,000.00
MAR 16	WIRE TRANS SVC CHARGE - SEQUENCE: 010316009401 SRF# 010107502354 TRN#010316009401 RFB#	- 10.00
MAR 16	WIRE TRANS SVC CHARGE - SEQUENCE: 010316034368 SRF# 010316021265 TRN#010316034368 RFB#	- 10.00
MAR 16	WIRE TRANS SVC CHARGE - SEQUENCE: 010316042477 SRF# 0221 TRN#010316042477 RFB#	- 10.00
MAR 16	WITHDRAWAL MADE IN A BRANCH/STORE	- 410,000.00

CONTINUED ON NEXT PAGE

WITHDRAWALS AND DEBITS -----

DATE	TRANSACTION DETAIL	AMOUNT
MAR 19	WIRE TRANS SVC CHARGE - SEQUENCE: 010319007268 SRF# 010319001368 TRN#010319007268 RFB#	- 10.00
MAR 19	WIRE TRANS SVC CHARGE - SEQUENCE: 010319047156 SRF# 084175 TRN#010319047156 RFB#	- 10.00
MAR 20	WIRE TRANS SVC CHARGE - SEQUENCE: 010320045490 SRF# 010320040923 TRN#010320045490 RFB# 038008825	- 10.00
MAR 21	WITHDRAWAL MADE IN A BRANCH/STORE	- 60.00
MAR 21	WITHDRAWAL MADE IN A BRANCH/STORE	- 270,000.00
MAR 22	PAYOFF DEBIT, INTEREST WITHOUT FEE	- 21,330.00
DAILY BALANCE SUMMARY -----		

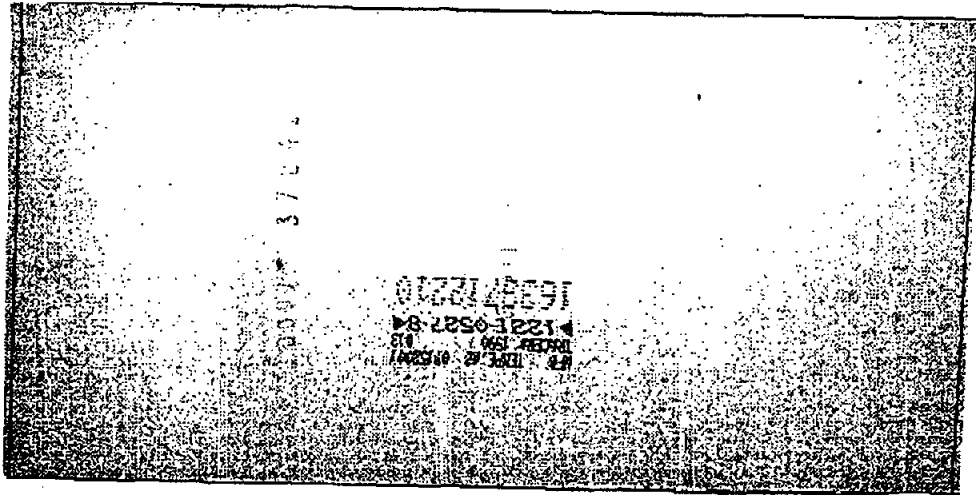
DATE	BALANCE	DATE	BALANCE
FEB 28	100,090.00	MAR 19	171,400.00
MAR 12	300,080.00	MAR 20	271,390.00
MAR 14	800,070.00	MAR 21	1,330.00
MAR 15	410,010.00	MAR 22	0.00
MAR 16	94,980.00		

-----  
 THANK YOU FOR BANKING WITH WELLS FARGO.

6 Months  
 Money Market Access  
 Savings

Deposit to **NV**  
 0529467490      03/15/01  
 0509-15418

ACCOUNT: **CONCORDIA CAPITAL RISK II ACCT**  
 Address: City, State, Zip Code: **JANET M. MARONISSE**  
 Received of Wells Fargo Bank  
**EIGHT HUNDRED THOUSAND DOLLARS ONLY** \$ 800,000.00  
 MICR PRINT: 21 9106 #026518784  
 MICR: 60110 368 591502 EXP: 10/15/01  
 00855811 582500991 0529467490 0000000000



12-APR-04

----- THIS ITEM IS PART OF A LEGAL ORDER SUBPOENA -----

Group: GLPU1072318D

Oper: LXR002      Type: LP-CL

Request ID	Account	Capture	Seq #	Pod #	Amount
24971-05APR04	0529467490	15-MAR-01	001633712210		800,000.00

TOTAL ITEMS: 0  
C1 COMPLETED

EXHIBIT B-7

Withdrawal  Deposit  Savings

03/16/01

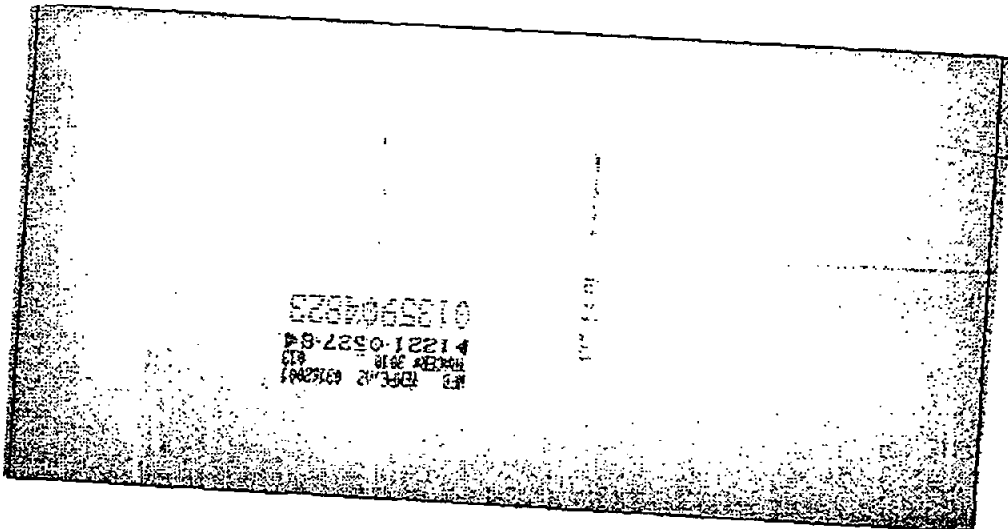
UNIVERSITY CAPITAL / JANET M. MARONAS

Received of Wells Fargo Bank

Four hundred ten thousand dollars & 00/100 \$ 410,000.00

MIDL# MG 22368591792 EXP 10/15/04  
 US PASSPORT # 020518784  
 EXP 2/9/03

00055543 05825008940 0529467490 # 004000000



12-APR-04

----- THIS ITEM IS PART OF A LEGAL ORDER SUBPOENA -----

Group: GLPU1072318D

Oper: LXR002 Type: LP-CL

Request ID	Account	Capture	Seq #	Pod #	Amount
24972-05APR04	0529467490	16-MAR-01	000135904823		410,000.00

TOTAL ITEMS: 0  
 C1 COMPLETED

EXHIBIT B-7

Street Address, City, State, Zip Code  
 Received of Wells Fargo Bank  
 EIGHT THOUSAND DOLLARS ONLY \$ 8,000.00  
 Dollars  
 000000000000 0903891110 5825006911 0000000000

03/16/01  
 WELLS FARGO CAPITAL / JANET M. HANSON  
 Received of Wells Fargo Bank  
 Four hundred ten thousand dollars & 0/100 = 410,000.00  
 Dollars  
 MICH. MG. 22369591792 EXP 12/15/01  
 US PASSPORT # 020516780  
 EXP 2/9/03  
 000000000000 0929467490 5825006911 0000000000

03/16/01  
 FOREST INTERNATIONAL  
 Received of Wells Fargo Bank  
 Total \$ 430,000.00  
 000000000000 0929467490 5825006911 0000000000

29869-22APR04/T-CL/RXS073/16-MAR-01/910527/000135904823/410,000.00/700655642  
 23-APR-04/825/000000000529467490/CY 20040422HG10497/

Enclosed are the photocopied items you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) You have not been charged a fee for this service.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

--- INTEROFFICE MAIL ---  
 MAC: s4101-156  
 TO: janice 1077003 AU: 09251

Group: G22APR04-2106



Bank of America, N.A.  
P.O. Box 798  
Wichita, KS 67201

Account Reference Information  
Account Number: 0047 7218 9048  
Tax ID Number: 75-2770727  
E O O C Enclosures 0 44  
Statement Period 0081057  
03/01/01 through 03/31/01



02099 001 SCM999 1 3 0

AHC SANCTUARY MINISTRIES DBA  
AMERICAN HERITAGE CHURCH  
3838 118TH AVE  
ALLEGAN MI 49010-9448

Customer Service:  
Bank of America, N.A.  
P.O. Box 798  
Wichita, KS 67201  
Toll Free 1.888.BUSINESS(1.888.287.4637)

**Business Economy Checking**

**Account Summary Information**

Statement Period	03/01/01 through 03/31/01	Statement Beginning Balance	3,243.17
Number of Deposits/Credits	6	Amount of Deposits/Credits	658,500.00
Number of Withdrawals/Debits	6	Amount of Withdrawals/Debits	660,274.49
Number of Deposited Items	0	Statement Ending Balance	1,468.68
Number of Enclosures	0	Average Ledger Balance	8,068.83
Number of Days in Cycle	31	Service Charge	0.00

**Deposits and Credits**

Date Posted	Amount	Description	Bank Reference
03/26	100,000.00	Wire Type:Fed IN Date:010326 Time:0855 Fed Ref:000003 Seq:010326002906 Orig:Robert Weidenhamer Pmt Det:American Heritage Church Sanctuary Ministries Ac-4772189048 Obi= attn Leslie Welch - Vice Pre Sending Bank:No Cntry Mani	904003269002906
03/26	45,000.00	Wire Type:Fed IN Date:010326 Time:1333 Fed Ref:003855 Seq:010326012610 Orig:Mass Ministries Gre Pmt Det:Sanctuary Ministr Ies None Given Ac-4772189048 Bbi= bank Of America L As Vegas NV Branch Sending Bank:Wells Fargo MN	904003269012610
03/27	13,500.00	Counter Credit	813002150463715
03/27	300,000.00	Wire Type:Fed IN Date:010327 Time:0927 Fed Ref:000171 Seq:010327003425 Orig:Access Financial Gr Pmt Det:Sanctuary Ministr Ies Ac-4772189048 Bbi= credit To Account Sending Ba Nk:Natl City Kal	904003279003425
03/27	100,000.00	Wire Type:Fed IN Date:010327 Time:0900 Fed Ref:000121 Seq:010327002833 Orig:Sanctuary Ministrie Pmt Det:Sanctuary Ministr Ies Ac-4772189048 Bbi= credit To Account Sending Ba Nk:Natl City Kal	904003279002833

Bank of America, N.A.  
 P.O. Box 798  
 Wichita, KS 67201

Account Reference Information  
 Account Number: 0047 7218 9048  
 Tax ID Number: 75-2770727  
 E 0 0 C Enclosures 0 44  
 Statement Period 0081058  
 03/01/01 through 03/31/01

AHC SANCTUARY MINISTRIES DBA  
 AMERICAN HERITAGE CHURCH

**Business Economy Checking**

Deposits and Credits - Continued

Date Posted	Amount	Description	Bank Reference
03/27	100,000.00	Wire Type:Fed IN Date:010327 Time:1109 Fed Ref:000253 Seq:010327006659 Orig:John A Wheeler Ogb= Pmt Det:American Heritage Church Sanctuary Ministries Ac-4772189048 Obi= att N Leslie Welch Vice Pres Sending Bank:Regions Bank	904003279006659

Withdrawals and Debits

Other Debits

Date Posted	Amount	Description	Bank Reference
03/26	20.00	Wire Transfer Fee	904003260002599
03/26	4.00	Wire Transfer Fee	904003260010929
03/27	660,000.00	Customer Withdrawal 03/27/01 Credit To Checking Desert Inn / Maryland Park 07013 NV	983803277500364
03/27	214.49	CheckCard 0325 Office Max 0000 Las Vegas NV 1000000190076216	905703250076216
03/27	30.00	Wire Transfer Fee	904003270002774
03/27	6.00	Wire Transfer Fee	904003270003370

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
03/01	3,243.17	03/26	148,219.17	03/27	1,468.68

Message Center

*Thank you for banking with Bank of America.*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JANET MARCUSSE,

Movant,

v.

Case No. 1:09-cv-913  
Criminal Case 1:04-cr-165

UNITED STATES OF AMERICA,

Respondent.

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**FIRST AMENDED AND SUPPLEMENTAL MEMORANDUM IN SUPPORT OF THE  
MOTION TO VACATE PURSUANT TO 28 USC §2255**

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COMES NOW the Petitioner, Janet Marcusse (hereinafter "Marcusse"), as a pro se prisoner, to submit this First Amended and Supplemental Memorandum in Support of the Motion to Vacate Pursuant to 28 USC §2255 to present the recent proof obtained of evidence tampering by prosecutors, which establishes these key trial exhibits were used to fraudulently pursue and sustain convictions, as provided for by FRCP Rule 15 (c)(1)(B) and (d).

In his response dated 3/10/10, attorney Andrew Stroot of the Office of Division Counsel, IRS, Washington, D.C., provided requested copies of some key trial exhibits, such as GX-1 (See Exh. A), GX-31 (See Exh. B), GX-32 (See Exh. C), and GX-33 (See Exh. D). These documents were not received until after Marcusse resubmitted her Memorandum in Support of the Motion to Vacate on 3/11/10. Now that she has received them, however, she is able to establish the evidence tampering alleged in her Motion to Vacate and Memorandum in Support by officials in the Western District of Michigan, and the aiding and abetting thereof. Therefore, this Memorandum includes both evidence not available to her before, causing it to be supplemental, but

revised theory of the "scheme to defraud" submitted to the jury, making it knowingly fraudulent as well.

A Motion for Order to Compel Production of Trial Exhibits was filed by Marcusse on 10/2/09, including requests for GX-1, GX-31, and GX-33, along with the Motion to Vacate, under allegations of "prosecutors tampered-with exhibits prior to submission, while relying on the court to deny her the right to object in front of the jury, affecting her substantial rights" (R. 2, p. 1). On 1/7/10, Judge Bell denies a Motion to Compel Discovery and the motion for trial exhibits, because "she does not provide any 'specific allegations' supporting this contention in her motion" (R. 9, p. 2). As pointed out in her Motion for Amended Findings & Objections to Order Denying Discovery, in the three motions, i.e., the Motion to Vacate, Motion for Trial Exhibits, and Motion to Compel Discovery, there were "at least 139 specific allegations made" (p. 23).

One specific allegation Marcusse made was that GX-1 was tampered with by prosecutors adding page numbers to it for the trial (TR 97) (Ground Three). They did not add page numbers to any of the other exhibits. This was done in the instance of GX-1, however, so that a later version of the investor contract (Non-Solicitation and Non-Disclosure), which belonged with the new stock trading program at Suisse Security Bank & Trust ("SSBT"), could instead be fraudulently incorporated into GX-1 (pg. 15-17, TR 102, See Exh. H; See also Exh. A). This evidence tampering was vital to falsely alleging GX-1 was used by the defendants with investors on 10/21/99 and later, relating to the mail fraud counts in the indictment. Thus, prosecutors deceitfully selected a specific contract showing Donald Buffin, Jr., Manager, of Access Business Consultants, which used the addresses

Tim Bannister

**NON-SOLICITATION LETTER**

DATE: 5-4-99

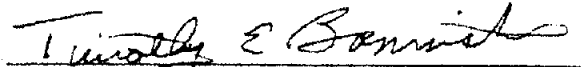
TO: \_\_\_\_\_

I, \_\_\_\_\_, as authorized signatory, do hereby confirm that I have requested of you and your organization specific confidential information and documentation regarding your currently available High Yield Trading Programs to serve for our interests, purposes and understandings only, and not for further distribution. I hereby agree to treat all such information received from you as PROPRIETARY and STRICTLY CONFIDENTIAL.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for my general knowledge and educational purposes only. I hereby affirm that I have requested information from you and your organization of my own choice and free will, and further that you have not solicited me in any way.

I understand that the contemplated transaction is strictly one of private placement and in no way relates to the United States Act of 1933 or related regulations, and does not involve the sale of registered securities. Further, I hereby declare that I am not a licensed broker or a government employee and understand that neither are you or your organization. We have mutually agreed that any such private placement transaction is exempt from the Securities Act and not for the general public, and all materials are FOR PRIVATE PURPOSES ONLY.

SIGNED THIS 4 DAY OF MAY, 19 99

  
\_\_\_\_\_  
Authorized signature

ADDRESS: 21224 NORTH AVE

CITY/STATE/ZIP: BATTLE CREEK, MI 49017

PHONE #(616) 963 0938 FAX #(616) 969 9776

**IMPORTANT NOTICE- READ BEFORE PROCEEDING**

This is an unofficial response to a request by the recipient. This is for informational purposes only and does not represent public policy of any bank or financial institution. This is not intended and shall not be construed as a solicitation of investment funds or an offering of securities. This offering is made only to qualified recipients. If you are not a qualified recipient or agent / intermediary for one, please return to sender immediately: if you are, note that by signing you are engaging in a private transaction exempt from U.S. Securities Act of 1933 and all amendments to it and that you have not relied on it or any related regulations. Also, you acknowledge that this is a private communication of privileged, confidential information for you only, and you agree to keep it confidential and protected from disclosure.

5-4-99

Date

TIMOTHY E. BANNISTER

Name

**JOINT PARTICIPATION AGREEMENT  
AND TERMS OF NON-CIRCUMVENTION AND NON-DISCLOSURE**

This agreement is prepared in accordance with the legal standards and principles of the International Chamber of Commerce ( I.C.C. ). London, England, which is recognized as the agency having jurisprudence over the contained matters of International commerce. Local legal authority has the capacity to adjudicate and enforce decisions in accordance with the policies of the I.C.C. This local legal action is thereby legally binding, and recourse the I.C.C. itself is not necessary in all cases. The below contracting parties shall settle any such dispute as may arise locally, upon mutual agreement, unless arbitration becomes necessary.

1. Non-Circumvention: The below Principal Parties shall respect the integrity and tangible value of the contract / compensation structure and shall not in any manner whatsoever, either at the present time, or at any future time, attempt to circumvent the validity and integrity of the contact process, as initially defined, and as initially acted upon, in any of the transaction(s) being entered into, or which the respective parties are desirous of entering into, without the specific authorization of the parties to do so. In the course of any attempted transaction process, any contacts introduced by one party to the other shall be considered the property of the introducing party. The initial contact process shall be respected and honored by all parties at all times, unless otherwise mutually agreed, and no attempt or hint of circumvention will be permitted by either party, or its agents, employees, assignees, guarantors, or any third party.

Each of the parties below accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious trespass of trust, and of legality, and will be subject to judicial action, recompense, and possible punitive damages

as awarded by legal process. It is further understood that where one party contravenes the integrity of the initial contact procedure, the contravening party shall:

A) Indemnify and be liable for all legal fees for parties which may be incurred in the course of the adjudication of said violation.

B) Be subject to possible punitive action as awarded by legal process.

2. Restrictive Covenant: The above Principal Parties shall not disclose to any third parties (except their bankers), either directly or indirectly, the fact or nature of their respective professional and business association, or any transaction (or transactional information) in which Principal Party, and that all names, addresses, telephone numbers, telex / fax numbers, or any other medium or contact or the identity of such contacts of each respective principal party shall be considered to be wholly proprietary and confidential, and of tangible value to the respective party which has expended time and monies to develop its contact system. Under no circumstances, either during or after the tenure of the formal association of the above parties, shall either party violate their integrity and legality of the contact system without first securing full written authority from the other parties to do so.

3. Time Validity: This Agreement shall become effective immediately from the date of signing hereof by all contracting parties, shall be effective retroactively from the time of initial contact, and shall remain in effect for a period of five (5) years, unless terminated by mutual written consent.

4. Legality: This Agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents, assignees, and all other associates.

5. Arbitration: Every attempt shall be made to resolve disputes arising from intended or inadvertent violation of this agreement, as possible. In the event that adjudication is required, local legal process shall be proceeded with, according to the principles of the I.C.C as indicated above. Where judicial resolution is not thereby achieved this matter shall be settled by the I.C.C. itself, the decision of which all parties shall consider final.

6. Facsimile Copies: Copies of documents transmitted by facsimile will be regarded and accepted as original copies and enforceable by law.

**THIS AGREEMENT WITNESSETH, BETWEEN:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**DATE**

NON-SOLICITATION LETTER

DATE: \_\_\_\_\_

TO: Access Business Consultants

I, \_\_\_\_\_, as authorized signatory, do hereby confirm that I have requested of you and your organization specific confidential information and documentation on behalf of myself regarding your currently availability in a private placement to serve for my own personal interests, purposes and understandings only, and not for further distribution. I hereby agree to treat all such information received from you as PROPRIETARY and STRICTLY CONFIDENTIAL.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for my general knowledge and educational purposes only. I hereby affirm that I have requested information from you and your organization of my own choice and free will, and further that you have not solicited me in any way.

I understand that the contemplated transaction is strictly one of private placement and in no way relates to the United States Securities Act of 1933 or related regulations, and does not involve the sale of registered securities. I agree that any such private placement transaction is exempt from the Securities Act and not for the general public, and all materials are FOR PRIVATE PURPOSES ONLY.

SIGNED THIS 13 DAY OF September, 1999

Richard B. Weaver  
Authorized Signature

ADDRESS: 7788 Westminster S.W.

CITY/STATE/ZIP: Byron Center Michigan 49315

PHONE # (616) 878-4040 FAX # ( ) \_\_\_\_\_

Referred By: AA Weldon

Fax back to: 616-365-3194, or

Mail to: Access Business Consultants, 228 Sweet, NE, Grand Rapids, MI 49505



\$ 180,713.40  
\$ Balance 15,713.40  
INVESTED \$ 165,000

### NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

IN CONSIDERATION OF PROMISES OF EACH PARTY TO EACH OTHER HEREIN STATED

THIS AGREEMENT, entered into this 13 day of Sept, 1999, between  
DONALD BUFFIN, JR., Manager,  
Access Business Consultants of 228 Sweet NE, Grand Rapids, MI 49505,  
PARTY OF THE FIRST PART, and:

Richard B. Weaver (Print Name)  
PARTY OF THE SECOND PART, shall set forth certain rules of conduct to be adhered to by all  
PARTIES in any business transaction they may explore.

TO WIT:

1. All parties agree not to circumvent the other to negotiate or complete business transactions, directly or indirectly, with the other's associates, correspondents, clients or principals, without the express written consent of the party being circumvented.
2. The parties also agree not to transmit the identity of the other's associates, correspondents, clients, principals, or the nature of the specifics of any business negotiations or contractual agreements entered into, with or between the other's associates, correspondents, clients or principals to any third party, without first obtaining the express written consent of the other party to this agreement.
3. The party of the second part may become aware of certain methods, practices, and procedures with which the party of the first part conducts business, all of which both parties agree is proprietary information and as such are trade secrets. Party of the second part shall not at anytime divulge, furnish or make available, either directly or indirectly, to any person, firm, corporation or other entity proprietary information used by the party of the first part. Party of the second part agrees that all such matters and information shall be kept strictly and absolutely confidential.
4. The provisions of this agreement shall apply to business transactions under negotiation or entered into, and shall continue to apply to modification of contracts, and business positions such as, but not limited to, contract increases, decreases, collateral and parallel transfers, rollovers, renewals, third party assignments and development of new contracts.
5. It is furthermore agreed, in the event that either party circumvents the other or discloses information to a third party, which results in the injury or loss of consideration to either party, the responsible party shall be liable to the injured party and/or parties to the extent of the injury or loss consideration, expenses and fees paid, and full costs of satisfaction and recovery of liquidated damages.

6. This agreement can be terminated, within thirty (30) days by written notification, sent by certified registered mail to either party, by either party, however, its provisions shall continue to be enforced and applied to all parties newly introduced from the results of the efforts of either party herein, in regard to business negotiations and transactions entered into, during the effective period of the circumvention and non-disclosure protection of each party's associates, correspondents, clients, or principals. Neither party may negotiate any transactions after the dissolution of this agreement with the parties introduced and agreements into by the other party under this agreement for a period of five years from the termination date of this Non-Circumvention & Non-Disclosure Agreement. In other words, the parties that each knew before and had business negotiations with before this agreement takes effect will be able to continue to negotiate further negotiations only with those parties.
7. This agreement shall be binding upon all parties thereto and all companies, partnerships, associations, corporations and their subsidiaries, domestic or foreign, and any other business entity(s) in which they are representing and are a part.
8. This agreement when executed, if transmitted via fax, shall be deemed an original and shall be sufficient to legally bind all parties hereto to all of the terms and conditions set forth herein.
9. It is understood and agreed by and between all parties that this agreement as written above, constitutes the entire agreement between the parties, and upon execution by the parties, shall be binding upon the parties hereto, and upon their respective heirs, personal representatives, successors, and assignors.

Signed in duplicate on the above date, unless transmitted via fax in which a single executed copy will suffice.

**PARTY OF THE FIRST PART: DONALD BUFFIN, JR.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**PARTY OF THE SECOND PART: Richard B. Weaver**  
(Print Name)

By: Richard B. Weaver Date: 9-13-99

NON-SOLICITATION LETTER

DATE: Oct 14, 1999

TO: Access Business Consultants

I, Paul Stinger, as authorized signatory, do hereby confirm that I have requested of you and your organization specific confidential information and documentation on behalf of myself regarding your currently availability in a private placement to serve for my own personal interests, purposes and understandings only, and not for further distribution. I hereby agree to treat all such information received from you as PROPRIETARY and STRICTLY CONFIDENTIAL.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for my general knowledge and educational purposes only. I hereby affirm that I have requested information from you and your organization of my own choice and free will, and further that you have not solicited me in any way.

I understand that the contemplated transaction is strictly one of private placement and in no way relates to the United States Securities Act of 1933 or related regulations, and does not involve the sale of registered securities. I agree that any such private placement transaction is exempt from the Securities Act and not for the general public, and all materials are FOR PRIVATE PURPOSES ONLY.

SIGNED THIS 14<sup>th</sup> DAY OF October, 1999

Paul Stinger  
Authorized Signature

ADDRESS: 2536 Vig-Drive

CITY/STATE/ZIP: Spring Lake, MI 49456

PHONE # (231) 865 3960 FAX # ( )

Referred By: Dave Albright

Fax back to: 616-365-3194, or

Mail to: Access Business Consultants, 228 Sweet, NE, Grand Rapids, MI 49505

**NON-SOLICITATION LETTER**

DATE: 7-6-01

TO: Access Global

I, JEFF BORREMAN, as authorized signatory, do hereby confirm that I have requested of you and your organization specific confidential information and documentation on behalf of myself regarding your currently availability in a private placement to serve for my own personal interests, purposes and understandings only, and not for further distribution. I hereby agree to treat all such information received from you as PROPRIETARY and STRICTLY CONFIDENTIAL.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for my general knowledge and educational purposes only. I hereby affirm that I have requested information from you and your organization of my own choice and free will, and further that you have not solicited me in any way.

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SIGNED THIS 6 DAY OF July 2001

Jeff Borremans  
Authorized Signature

ADDRESS: 415 WILSON AVE

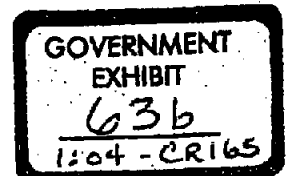
CITY/STATE/ZIP: GREEN BAY WI 54303

PHONE # (920) 494 1765 FAX# ( )

Referred By: \_\_\_\_\_

Fax back to: 920-469-1111, or 920-465-3227

Mail to: Access Global, 2315 University Ave., Green Bay, WI 54302



**NON-CIRCUMVENTION & NON-DISCLOSURE  
AGREEMENT**

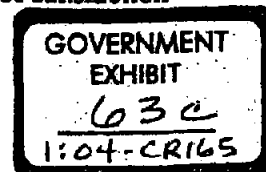
IN CONSIDERATION OF PROMISES OF EACH PARTY TO EACH OTHER HEREIN STATED

THIS AGREEMENT, entered into this 6 day of JULY, 2001, between  
Thomas Wilkinson, Manager,  
Access Global of 2315 University Ave., Green Bay, WI 54302  
PARTY OF THE FIRST PART, and:

JEFF BORREMAN (Print Name)  
PARTY OF THE SECOND PART, shall set forth certain rules of conduct to be adhered to by all  
PARTIES in any business transaction they may explore.

TO WIT:

1. All parties agree not to circumvent the other to negotiate or complete business transactions, directly or indirectly, with the other's associates, correspondents, clients or principals, without the express written consent of the party being circumvented.
2. The parties also agree not to transmit the identity of the other's associates, correspondents, clients, principals, or the nature of the specifics of any business negotiations or contractual agreements entered into, with or between the other's associates, correspondents, clients or principals to any third party, without first obtaining the express written consent of the other party to this agreement.
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Non-Circumvention & Non-Disclosure Agreement  
Page 2

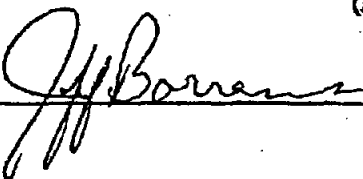
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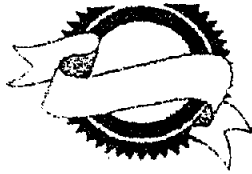
Signed in duplicate on the above date, unless transmitted via fax in which a single executed copy will suffice.

**PARTY OF THE FIRST PART: THOMAS WILKINSON**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**PARTY OF THE SECOND PART: JEFF BORREMAN**  
(Print Name)

By:  Date: 7-6-01



## Confirmation of receipt of Funds

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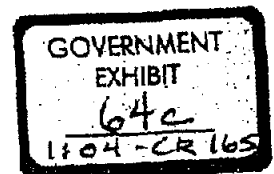
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This is to confirm that funds in the amount of \$ 10,000.00 were received on 10-21-98 from Marilyn Brooks to participate in a High Yield Investment Program through Sanctuary Ministries.

Investor understands that all trades are placed on a "best efforts" basis.

Programs may start and end at any time, and this may impact the timing of interest checks. Principal will be returned if no suitable replacement program is acquired on a timely basis.

Terry Besser, Trustee  
Sanctuary Ministries  
(810) 293-2053



1 Q So that was a relief, I take it?

2 A Yes, it was.

3 Q And that continued for awhile?

4 A Yes, it did.

5 Q Did you hear about other Steelcase people that were doing  
6 this?

7 A Yes.

8 Q And were they getting their three percent checks?

9 A Yes.

10 Q Was that some comfort level to you?

11 A Absolutely.

12 Q Did you get the newsletters --

13 A Yes.

14 Q -- that we've talked about?

15 A Um-hum.

16 Q There's a couple I think that you got that we wanted to  
17 introduce. Let me show you what we've marked as Exhibit 33,  
18 one of the newsletters. Is this one of the many newsletters  
19 you got, 33?

20 A Yes, it is.

21 MR. GEZON: Move to admit 33.

22 MR. KACZOR: No objection.

23 THE COURT: Received.

24 BY MR. GEZON:

25 Q You can just close that up, Mr. Beemer. I don't want to



1 ask you any questions about that particular one. I just  
2 wanted to get it in that you received that one. I would like  
3 to show the witness one of the previous newsletters, 30.  
4 Exhibit 30 I believe is admitted.

5 Do you recognize this as one of the newsletters you  
6 got, sir? Mr. Beemer, before we -- do you recognize this as  
7 one of the newsletters?

8 A Yes.

9 MR. GEZON: Your Honor, I believe I made an error.  
10 I don't think this one in particular has been admitted. I  
11 move to admit it at this time.

12 MR. DOELE: No objection.

13 THE COURT: No. 30? No objection, it will be  
14 received.

15 BY MR. GEZON:

16 Q So this is in January of '98, fairly -- this is when you  
17 were still thinking about getting involved in it. This is  
18 fairly early on?

19 A Um-hum.

20 Q Can you tell me whether or not in fact -- this is '98,  
21 but it says January of '98?

22 A Yes.

23 Q When did you get involved?

24 A Must have been around that time.

25 Q Okay. Could it be that actually that's a typo, that it's

1           She's telling them in the first newsletter and then  
2 again in June of 1999 again exactly where their money is. We  
3 know that it is in the Suisse Security Bank & Trust in Nassau,  
4 Bahamas.

5           Now, let me -- could we go to Paragraph 5, please,  
6 number 5? "Many of you have asked questions about Y2K  
7 compliance, so we have also attached a copy of the statement  
8 from Suisse Security." Mr. Gezon says, Where are the  
9 records? Well, you know, Mrs. Marcusse kind of asked the same  
10 question. Where are my records? He attaches the newsletter,  
11 but he doesn't attach the statement from Suisse Security Bank  
12 that should be attached to this newsletter, nor does he have  
13 Agent Flink do any investigation of Suisse Security Bank.

14           They know that's where the money is. The investors  
15 are being told about the money. But no one flies down there.  
16 No one calls down there. If we're making a determination, an  
17 investigation where the money is, let's do a little bit other  
18 than just collecting bank records. Let's go and talk with  
19 these people. Let's call them on the phone. Let's attach the  
20 statement so the investors can see it as well as members of  
21 the jury.

22           The Bahama CD Program is the program that she talked  
23 about as being her flagship program. M-P was introduced into  
24 evidence. She went to the Bahamas, she was at the bank, and  
25 she presented this to you to show you about the bank, its

1 Q You're talking about Government Exhibit No. 1?

2 A I'm talking about trading programs in general, yes.

3 Q What is your definition of a trading program?

4 A I don't know if there is a definition. You know, it's  
5 something that is put out there and it does not exist, so  
6 there's certain types of trades, but not these types of  
7 trading programs that are listed in Exhibit 1.

8 Q Are you not referring to a bank debenture trading  
9 program?

10 A I'm not referring to any particular type of trading  
11 program.

12 Q So just using the generic term trading program, a  
13 trading -- trading program does not exist?

14 A The type of trading program that was sold to investors  
15 does not exist.

16 Q In Government Exhibit No. 1?

17 A In Government Exhibit No. 3 or 2.

18 Q So you're saying there are no stock trading programs  
19 available anywhere on the planet?

20 A No, I'm not saying that.

21 Q Could you elaborate and explain what you are saying,  
22 because I don't understand?

23 MR. GEZON: Objection, Your Honor, asked and  
24 answered.

25 THE COURT: Sustained. It was asked and answered.

1 BY DEFENDANT MARCUSSE:

2 Q You just speak -- you are saying that there is no such  
3 thing as a stock trading program?

4 A No, there are stock trading programs. You get a  
5 stockbroker and you provide them with money and they trade  
6 stocks for you in your account. You get monthly statements;  
7 they keep track of your money; you get an annual statement at  
8 the end of the year. Yes, there are legitimate stock trading  
9 programs.

10 Q All right. And what was described in Exhibit No. -- the  
11 one describing stocks and trading you're saying does not  
12 exist?

13 A Which?

14 Q The -- that would be Exhibit No. 33.

15 (Mr. Kaczor conferred with Defendant Marcusse.)

16 BY DEFENDANT MARCUSSE:

17 Q Have you ever heard of stocks that use margin accounts,  
18 use collateral?

19 A Yes.

20 Q Is it possible that collateral can be a certificate of  
21 deposit?

22 A Yes.

23 Q So in other words, it's possible that one can trade  
24 stocks with collateral as a certificate of deposit?

25 A Yes.

1 Q All right. So in other words, then, what is described in  
2 Government Exhibit 33 is a perfectly normal stock investment?

3 A I don't re -- I mean, I just read about Exhibit 33 and  
4 I'm not sure I understand what was going on. It's just  
5 something that's stated in a newsletter about individuals with  
6 screens and making trades every few seconds. I'm not sure  
7 exactly what that is.

8 Q Don't most stockbrokers sit in front of a screen and  
9 trade stocks?

10 A I would think so, yes.

11 Q All right. Then it's possible that that's what that was?

12 A That's possible what the newsletter was describing had  
13 something to do with a stock trading program.

14 Q All right. And do you recall investors discussing a  
15 Bahamas trading program?

16 A Yes.

17 Q Is it possible that this stock program is the Bahamas  
18 trading program?

19 A I don't know.

20 Q You've spent three and a half years and you have no more  
21 knowledge of what type of --

22 A I was provided no information about any of the places you  
23 placed the money. I don't know what -- I didn't get any  
24 records out of the Bahamas. I was provided no records about  
25 the Bahamas CD trading program other than one piece of paper.

Where "Health Ministry" issues are mentioned in the Trial Transcripts

1. Marcusse Opening Statement at p 80 – Lines 11-13 – "I'm a cancer survivor, and we had wanted -- I had wanted to with the help, of everyone put together an alternative health clinic on property close to Branson, Missouri."
  
2. Walcott Direct at p 390 – Lines 5-6 – "... that they had some definite goals to help people with different kind of health programs and that sort of thing."
  
3. B. Sharpe Cross at p 504 – Lines 14-19 – Referring to the MLC tape:
  - Q Was included in that some sort of an alternative health center?
  - A Yes.
  - Q And that was something that Mrs. Marcusse was to be involved with?
  - A Yes, to my knowledge.
  
4. B. Sharpe Cross at p 505 – Lines 2-10
  - Q Okay. And was the Branson Project talked about at the se
  - A At the May of '01 seminar, yes.
  - Q Okay. And the alternative health center that Mrs.[sic] Marcusse and Access Financial was going to get involved with?
  - A Correct.
  - Q In fact, didn't you at one time refer to it, the alternative health center in Branson, as Mrs. Marcusse's baby?
  - A Yes

5. Sieman Cross at p 1024 – Lines 6-7 – “I knew that there was some help in Access Financial with cancer victims.”
  
6. Kurnat Cross at p 1096 – Lines 12-15 –
  - Q Okay. Were you aware that if individuals wanted or needed this alternative health medication, that Jan would give it to them for free?
  - A Yes, I did, because I sent out quite a few of them.
  
7. Kaczor to Court at p 2184 – Lines 6-9 – “Well, what I understand is the witnesses talk about alternative health, and it's her position that was a great deal of the seminar. That was part of the importance of the seminar,…”
  
8. Schipper to Court p 2184 – starting at Line 24 referring to Seminar tape: “... there were about four presenters who talked about different types of alternative health, chelation, Cantron, cancer water, and some oils.”
  
9. Corcoran Direct at p 2226 – Lines 3-5 – “This is about 45 minutes of Mike Halliday talking about another sort of water alternative health product. Could you please fast-forward to the next – ”
  
10. Corcoran Cross at p 2288 – Lines 6-12
  - Q And we've had a chance to review most of the tape. There were segments that we haven't had an opportunity to review, but you have; is that right?
  - A Yes.
  - Q And those mainly deal with alternative health care; is that correct?
  - A Yes, that's correct.

Continuing the Corcoran Cross at p 2288 – Lines 19-25

**Q** Honestly, it wasn't a very good question, but there were three or four segments that the jury or we haven't had an opportunity to review that dealt with alternative health care issues; is that right?

**A** Yes. In addition to the ones you listed there, there was a chiropractor, Dr. Halliday, who talked about water and a water product.

11. Rohlof Cross at p 2493 – Lines 9-17

**Q** When we were together, do you recall at some point that I became very ill?

**A** Yes.

**Q** Was I in the hospital? What was the circumstance concerning me?

**A** Endometriosis.

**Q** Do you recall at any point that I was concerned I may have a cancerous tumor?

**A** Yes.

12. Rohlof Cross at p 2493 Lines 24-25 and answered on p 2494 Line 1:

**Q** So in other words, it was more of an alternative health that I was looking for?

**A** Correct.

13. Rohlof Cross at p 2494 Lines 16-19

**Q** Do you recall if prior to that I was an advocate of alternative health or if that was basically the start of it?

**A** I think you've always been an advocate of alternative



health.

14. Gerbyshak Direct at p 2524 Lines 10-12

**Q** What did that Dr. Kadile's presentation have to do with, if you remember?

**A** It had to do with alternative health measures.

15. Kaczor to Court at p 2524 starting at Line 20

**COURT:** Parts about Cantron and all that?

**KACZOR:** Yes, Your Honor.

**COURT:** Again, reason is?

**KACZOR:** Her argument is that a large part of the seminar was concerning alternative health and that she is an alternative health ministry and that was pitched, if you use the word pitched, to a lot of the investors, and she wants to show the legitimacy of that by showing the particular speakers at the seminar.

16. V. Boss Direct at p 2542 Lines 19-25

**Q** All right. And through our organization you were helping with the health ministry in giving what is called now Cantron away to people?

**A** I gave some away, yes.

**Q** And we provided the funds to pay for the product?

**A** As far as I know. I never had to pay anything. There were many people as far as I'm aware that gave this away.

**Q** Could you describe a little bit how you helped us as far as the, you know, the Cantron ministry, dealing with cancer victims through the company?

**A** Sure. I believe I explained how you could get it through the Hope Foundation or through the people out of Florida, and it was cheaper to go through the Hope Foundation if you were -- or if you worked as a foundation like they do, a

nonprofit organization, and they sell it at cost. They don't give it away. And I provided -- well, I tried to provide information and anything that I knew about it whenever anybody asked.

17. D. Calkins Direct at p 2569 Lines 8-14

A [T]he Branson Project was very interesting to us, the clinic that was going to be built there. That was probably the clincher.

Q Okay. So how much did you know about the Branson project?

A Only what I saw in the movie, basically, or at the meeting.

18. D. Calkins Direct at p 2570 Lines 1-3

Q So the alternative health aspects and the Branson Project were very attractive features --

A Very.

19. D. Calkins Direct at p 2575 Lines 13-21

Q Is there anything else that you recall in regards to your investment or the clinic that you found appealing that hasn't been mentioned?

A No, just that it was going to be alternative health and if somebody couldn't afford it, they were going to be -- it was going to be given to them.

Q All right. As far as like cancer victims and such?

A Yeah, yes. The Cantron was very interesting to us and still is.

20. P. Calkins Direct at p 2580 Lines 20-23

Q All right. And you also were aware that we were doing an

alternative health clinic and investing in the Branson Project?

A Yeah, that was a big part of our involvement in this.

21. Linnell Cross at p 2725 Lines 4-23

Q Okay. And later on he ended up talking about a letter that he read from a lady in Florida by the name of Janice had received some Cantron?

A Yes.

Q And do you recall who gave her that Cantron?

A I believe Access did. I'm not -- I don't recall.

Q Okay. You don't recall that?

A I can only say I believe that simply because they did send someone else who had cancer the Cantron.

Q Okay. Is that the type of stuff that intrigues you, that an organization is out there trying to also help people not only financially, but health-wise to improve their lives?

A Very much so. This is part of my practice.

Q And through what you had seen through the organization, Access Financial, and your dealings with also Mike Brewer, did you think that that was one of our main goals?

A That was my complete understanding.

Q Okay. And have you thought anything different during all that time?

A No, I have not.

22. Marcusse Direct at p 3016 Lines 5-12 - "So I became interested in doing something to do with alternative health as well. That was -- that was -- that was the baby, as has been mentioned. So in conjunction with the Freedom Church of Revelation and Dr. John Nichols, I decided that I wanted to set up a health ministry so that other particularly women wouldn't have to go through what I had to go

through because it cost me the ability to have children, and that was very, very difficult to deal with.”

Marcusse “Health Ministry” issues mentioned in the Trial Transcripts

- TT 3016 – “... a health ministry -- A Yes. Q -- as your first project. What was your ...”
- TT 3018 – “... my health ... due to health considerations, something happened to me.”
- TT 3023 – “... the health ministry was to fund initially helping people with cancer ...”
- TT 3023 – “... alternative health clinic and then ultimately a place to put it in Branson ...”
- TT 3033 – “... this health ministry that you've talked about, Sanctuary Ministries, Access ...”
- TT 3034 – “... the health ministry could be included in it which is where Sanctuary owned ...”
- TT 3035 – “...my health ministry and the concept of trying to save people from dying.”
- TT 3036 – “... alternative health clinic and ultimately our pan in the Branson Project.”
- TT 3059 – “... alternative health ministry and fund that, and the fact that people in polling ...”
- TT 3073 – “... the health ministry forward. But going through 2000, there really wasn't a great ...”
- TT 3094 – “...the health clinic. Now, as far as the rest of the group, Mr. Besser ...”
- TT 3100 – “... alternative health. I was building a huge alternative health library ...”
- TT 3102 – “... had health insurance and I had had a surgery, and she wrote a check...”
- TT 3106 – “...alternative health clinic. So I had wanted associates and friends to get their ...”
- TT 3113 – “... alternative health project. We had looked at some property even up in the ...”
- TT 3118 – “... alternative health. I wanted to do a clinic. We had a lot of clients
- TT 3119 – “... a health ministry was to help people initially with cancer problems with ...”
- TT 3120 – “So that was the entire point of Sanctuary Ministries was the alternative health ...”
- TT 3172 – “... alternative health clinic was my baby. Q So you didn't do anything at the...”
- TT 3215 – “... Alternative health items, yes. Q Okay. So you don't obsessively research ...”
- TT 3250 – “... alternative health views. What pray tell did this have to do with your money?”
- TT 3277 – “... having health problems and he came over and gave you some alternative ...”

"Janet Marcusse had a dream. Janet Marcusse didn't have a scheme; Janet Marcusse had a dream. And she talked to you about it, and you saw hours of evidence about it, and that was her alternative health ministry.

Janet Marcusse had had a tough life at some point, and she told you she had a tumor and she was treated, and in fact she said what ultimately brought her back was Mr. Besser's involvement in coming to her home with alternative health medicine and basically saving her life. And today she's left with the condition that she can't bear children. But she had a dream. Peter Ponzi had a scheme; she had a dream. She wanted to get an alternative health care ministry, and ultimately this was going to be the Branson Project, and you've heard about that.

Janet Marcusse had had a tough life at some point, and she told you she had a tumor and she was treated, and in fact she said what ultimately brought her back was Mr. Besser's involvement in coming to her home with alternative health medicine and basically saving her life. And today she's left with the condition that she can't bear children. But she had a dream. Peter Ponzi had a scheme; she had a dream. She wanted to get an alternative health care ministry, and ultimately this was going to be the Branson Project, and you've heard about that."

# Cantron (formerly known as Cancell)

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Cantron/Cancell (Entelev) is a nontoxic treatment for cancer developed in the 1930's by a man named Jim Sheridan.

"Cantron/Cancel tries to take away the last vestiges of normality" from cancer cells, Sheridan said, "so they are no longer on the boundry line."

You can receive further information on Cantron at these websites:

{ HYPERLINK  
"http://www.best.com/~handpen/Cancell/cancell.htm" }

{ HYPERLINK  
"http://www.best.com/~handpen/Cancell/nathan.htm" }

{ HYPERLINK "http://www.olneymd.com/cancel~1.htm" }

1 THE WITNESS: Possibly.

2 MR. VALENTINE: Okay. Thank you.

3 (Videotape continued.)

4 MR. KACZOR: Excuse me, Your Honor. I'm told that  
5 our other witness is here.

6 THE COURT: How much longer is this to go?

7 MR. KACZOR: I think probably 20 minutes, I think,  
8 15 minutes.

9 THE COURT: Let's take a break, then.

10 MR. KACZOR: If we could take a break and then start  
11 with the witness, that would be fine.

12 (Jury out at 3:10 p.m.)

13 THE COURT: I'm trying to be patient, but what does  
14 this have to do with why we're here?

15 MR. KACZOR: Your Honor, it's my understanding that  
16 again Mrs. Marcusse wanted to present to the jury that the  
17 seminar wasn't just about investments, it wasn't asking for  
18 additional monies, but it was about the health ministry that  
19 she was so active in.

20 THE COURT: There's nothing being sold here. It's a  
21 doctor giving a lecture about heart trouble. What does this  
22 have to do with why -- I mean, we've got a jury here and we're  
23 taking valuable time from this jury, and I think this is  
24 working to the prejudice of the defendants. They know it's  
25 coming off the defendants' side of the clock, and I'm glancing

1 over my eye at the jurors, and the jurors, they're agitated.  
2 They're thinking, What are we doing here? These people are  
3 teachers and a tool and die maker and they're people who have  
4 taken time, busy time from their life to come in here and help  
5 determine justice, and some doctor is giving them a lecture  
6 about heart disease.

7 MR. VALENTINE: Your Honor, if I might respond --

8 THE COURT: I think it's a power struggle. I think  
9 that's what we're up against here, and I don't like it and I'm  
10 not used to that. I think my role is a little bigger than  
11 that. Do you wish to be heard?

12 MR. VALENTINE: I do, Your Honor, and that is I  
13 think through all of this, persons both close to and farther  
14 away from Janet Marcusse are dealing with their own  
15 perceptions of what Access was about. And this may not be  
16 something that at first blush the Court sees as tremendously  
17 relevant, but one thing it is not, it is not pitching an  
18 investment scheme. And to the extent that it's there and  
19 not -- I mean, and lends bona fides to anybody's perception or  
20 anybody's assessment of Access Financial, I think it's  
21 relevant.

22 THE COURT: Okay. But if in fact someone takes a  
23 trip to Cincinnati in the next year or two or three to say  
24 what Bell did wrong during this trial, I want the record to be  
25 very clear that this is potentially prejudicial to the



1 defendants and I've advised them two, three, four, this is  
2 probably the fifth time, this is not really relevant to the  
3 case we have at hand here, and I'm bothered by it. I'm  
4 bothered by it because you're asking me to say you can't do  
5 it, which is potentially another parachute that we use on  
6 appeals. But I'm also bothered that by doing it, the jurors  
7 get angry. The jurors say, We're gonna punish someone for  
8 wasting all our time here, and they punish the defendants, and  
9 then that becomes an appellate parachute too. So there's  
10 appellate parachutes on both sides of this.

11 I wasn't born yesterday. I've tried hundreds and  
12 hundreds of cases, and I sense exactly where this one is. And  
13 I'm using my experience to tell you that you can go ahead with  
14 this, but I'm afraid you're going to suffer the wrath of the  
15 jury who's spent days sitting over there trying to figure out  
16 what's going on here. And I'm not sure this helps us, to get  
17 a lecture about the organs of the body and nutrition, nice as  
18 though it may be.

19 If it were a product or a, quote, ministry -- I've  
20 heard that word ministry tossed around, so I'm not sure what I  
21 know what it means anymore -- but if it were a ministry  
22 opportunity that Access Financial was offering and it was in  
23 conjunction with their report on investments, I think that  
24 would potentially be relevant, but this isn't. This is just  
25 an outright lecture. Probably a good man and probably he's

1 very sincere and probably it's good stuff, but I'm saying, you  
2 know, a lot of stuff would fall into that.

3 Think it through. Think it through. I'm worried  
4 that I'm being -- anything that happens here is being placed  
5 in jeopardy by everybody kind of sliding along and watching  
6 this jury. Okay. Let's take a break for a little while and  
7 come back.

8 (Proceedings recessed at 3:15 p.m.; reconvened at 3:32 p.m.)

9 THE COURT: Continuing?

10 MR. KACZOR: No, Your Honor. I have a witness here,  
11 Brian Maisel, I'd like to call.

12 THE COURT: Okay.

13 MR. KACZOR: Your Honor, I know the jury's coming  
14 in any minute. Essentially we have Mr. Maisel. He's our last  
15 witness. I have one other witness that I contacted who  
16 indicated to me that he's probably going to take the Fifth  
17 Amendment and not appear, so I'm not going to call him. After  
18 Mr. Maisel I will not have any others, and I would like to  
19 start the next morning or the defendants are going to start  
20 the next morning with their testimony.

21 THE COURT: Oh, no, we'll run up until 5:00 or  
22 whenever we do.

23 MR. KACZOR: Okay.

24 THE COURT: We've got -- no, we'll just keep going.  
25 We'll keep going somehow.

**WHERE THE TERM "CHECKBOOK CHURCH" WAS USED AT TRIAL**

1. TT 51 – 1 X
2. TT 54 – 2 Xs
3. TT 229 – 1 X
3. TT 235 – 1 X
4. TT 236 – 1 X
5. TT 237 – 1 X : Kaczor for defense objects to term – Judge Bell concedes
6. TT 1114 – 1 X
7. TT 1130 – 1 X
8. TT 1202 – 1 X
9. TT 1202-1203 – 1 X : Kaczor objects 2<sup>nd</sup> time – no comment from Judge Bell
10. TT 1336 – 1 X : Kaczor objects 3<sup>rd</sup> time – no comment from Judge Bell
11. TT 2332 – 1 X
12. TT 2408 – 1 X : AUSA Gezon – not before jury
13. TT 2409 – 1 X : AUSA Gezon – not before jury
14. TT 2410 – 1 X : AUSA Gezon – not before jury
15. TT 2486 – 3 Xs : Kaczor objects 4<sup>th</sup> time – no comment from Judge Bell
16. TT 2743 – 1 X
17. TT 2912 – 1 X
18. TT 3035, 3036, 3119 : 5 Xs in defense
19. TT 3553 – 1 X
20. TT 3554 – 1 X
21. TT 3735 – 1 X

**USED 19 TIMES BY THE PROSECUTION<sup>1</sup>**

<sup>1</sup> Not counting times used in defense, objections and outside the jury.

1 MR. SCHIPPER: Yes. Thank you.

2 BY MR. SCHIPPER:

3 Q Okay. So you start with your flagship, the Bahamas CD  
4 Program. Let's go back to that. You've heard -- you've been  
5 here for the whole trial, haven't you?

6 A Yes.

7 Q And you've heard all of the investors that testified,  
8 correct?

9 A Yes.

10 Q Isn't it true that most of those who testified, almost  
11 all of them, didn't know anything about the Bahamas CD  
12 Program? Isn't that true? Isn't that what their testimony  
13 was?

14 A No, that's not true at all.

15 Q Isn't it true that most of them testified that they had  
16 seen Exhibit 1, that Trading Program, and that's where they  
17 thought their money was going?

18 A Where did they first see that, in your hands or in mine?

19 Q Their testimony was, wasn't it, that they saw it from you  
20 and/or one of the other salespeople?

21 A That was not their testimony. You asked them if they had  
22 seen it before.

23 Q That's correct. And they said you gave them a copy, and  
24 that's what they believed they invested in, wasn't it?

25 A I don't believe that was part of the testimony.

1 talked about Mr. Visser, when she said Mr. Visser is so timid  
2 he raises his hand just to go to either the little boys' or  
3 the little girls' room. Now, I thought to myself, why would  
4 he want to go to the little girls' room, but maybe he's asking  
5 permission for his two beautiful daughters.

6 But the idea is that she told you the same thing  
7 that Bonnie Kurnat, Julie Siemen, she told you the same thing  
8 that all the other witnesses that were insiders, so to speak,  
9 told you: that Mrs. Marcusse was the leader. It was her  
10 baby, and they just worked for her, and they did what she  
11 asked them to do.

12 I think you should start your deliberations by  
13 finding each of the four individuals not guilty. Start out  
14 easily with Mr. Visser, Mr. Buffin, and the remaining two  
15 defendants. Start there. You can find them not guilty and  
16 then go on to what this trial is really about.

17 What is this trial about? Please, I ask you to stay  
18 focused on this. What is this trial about? This trial is  
19 about whether or not Mrs. Marcusse operated a Ponzi scheme.  
20 That's what this is all about. Even Mr. Gezon admits that in  
21 his closing argument. This is about a Ponzi scheme. Was this  
22 a Ponzi scheme; and if it was, were the defendants, and  
23 particularly Marcusse, Mrs. Marcusse, involved in a Ponzi  
24 scheme?

25 All right. In order to try and determine what a

1 the evidence and the testimony and focus on that.

2 I remind you that what's been said by the persons in  
3 closing argument is not testimony. What we say, what I say,  
4 what the other attorneys said, what Mr. Visser said as his own  
5 lawyer standing up there is not testimony. It's his argument  
6 about what he believes the evidence shows, but it's not his  
7 testimony. It's his closing argument.

8 Let me address these cases, the issues, basically by  
9 returning to the order in which they were given, and let me  
10 start with Mr. Kaczor and his remarks about Ms. Marcusse.  
11 First of all, he told the story about Peter Ponzi and  
12 explained to you or suggested to you that if it didn't happen  
13 just like he claims Peter Ponzi would do it, then you must  
14 acquit, because if you didn't do it the way Peter Ponzi did  
15 this thing, then you're not doing a Ponzi scheme and you must  
16 acquit Ms. Marcusse.

17 Let me just say about that that I don't think if you  
18 look at the indictment you will see the words Ponzi scheme  
19 anywhere in that indictment. I suspect that you will not hear  
20 the word Ponzi scheme coming from the Judge's instructions,  
21 and I know you will not see the words Ponzi scheme in any of  
22 the elements that you have to consider in these crimes. The  
23 Judge will instruct you that you must determine whether or not  
24 a person has devised a scheme to obtain money and used  
25 omissions, misrepresentations, reckless statements,

From Vol. XIX of Trial Transcript, dated 6/14/05

1 falsehoods, or any or all of those things to obtain money from  
2 a person in a material matter. That's what has to be proven.  
3 You will not be asked to decide in any of the elements whether  
4 Ms. Marcusse committed a Ponzi scheme. I suggest to you that  
5 that's a term of art that talks about a generic area of cases  
6 that are typically called Ponzi schemes, but that's not what  
7 we're here about today.

8 Now, let's talk about what we are here about today,  
9 and that is whether or not the defendants made reckless  
10 statements, whether they made statements where they  
11 represented by omission or half-truths, lies, or whether they  
12 made deliberate lies which were material to the investors'  
13 decision to invest. Now, I submit to you the record is quite  
14 clear on this point.

15 We have throughout this record that they represented  
16 that they were currently, currently making huge amounts of  
17 money in this high yield program. They were making it now,  
18 and they could pay three percent a month. They represented  
19 currently that the highest priority to them while they're  
20 making this money in this high yield program is that your  
21 principal was going to be kept safe. Your principal was not  
22 at risk in this venture, and that furthermore, your principal  
23 was available to be returned at any time.

24 Now, let's go back and look at the evidence, the  
25 believable evidence of that. First of all, Exhibit 1. How

1 many times have we seen the investors testify that this  
2 booklet is what they were shown? Many of them, not all of  
3 them, but many of them, saw this booklet. Early investors,  
4 late investors got this booklet or a variation of it. When  
5 you look at this booklet, you will see over and over and over  
6 again here representations that the money you invest is kept  
7 safe, that the money you invest is not ever let out of our  
8 hands so it can be lost, representing that the principal is  
9 safe.

10 You will take a look -- you remember the testimony,  
11 how many of the investors said, yeah, this is an interesting  
12 program, but tell me how safe it is. What's going to happen  
13 with my principal? And how many of those investors were told  
14 over and over again by Ms. Marcusse and the other sales  
15 defendants, other salespeople on trial here that said your  
16 principal is safe, it's guaranteed while we're doing this?

17 Take a look at the newsletters. When you read those  
18 newsletters again, you will see over and over and over again  
19 that they promised the principal is to be kept safe while  
20 they're doing this secret high yield investment stuff and that  
21 the safety of your principal is of paramount importance to us  
22 as we protect your funds.

23 What else do we have? The seminar. How many times  
24 at the seminar did we hear that your principal's safe with us,  
25 we're a moral group, we'd never risk your principal? How many



HOW GOVERNMENT EXHIBIT 1 (GX-1)  
WAS ENTERED AND VALIDITY ASSUMED

VS.

TESTIMONIAL FACTS

**fraud**, n. "A knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment." Black's Law Dictionary, Seventh Edition

**GX-1 WAS ENTERED AS MAIN BASIS FOR PROMISES MADE**

Gezon at TR 3715: "How many times have we seen the investors testify that this booklet is what they were shown? Many of them, not all of them, but many of them, saw this booklet. Early investors, late investors got this booklet or a variation of it." [emphasis added]

(Look closely at dates of investor testimony)

KACZOR at TR 31: "You had indicated that I should take over for Mrs. Marcusse in the questioning of witnesses, and I wondered to what extent I should also take over if an opening statement were to be given or objections were to be made or --"

THE COURT: "Absolutely. Absolutely, until otherwise."

MARCUSSE WAS NOT ALLOWED TO QUESTION THE VALIDITY OF GX-1, AS SHE WAS PREVENTED FROM CROSS-EXAMINATION UNTIL AFTER KEY EXHIBITS HAD ALREADY BEEN ENTERED.

Therefore the following is offered:

Testimony of All Government Witnesses About GX-1  
In Order of Appearance at Trial:

1. STINGER at TR 91 - Doesn't know where he received GX-1 and not sure what literature he received (TR 191)

Worked at Steelcase and learned of an investment program from fellow employee David Albrecht (TR 86-87). Knew about the Branson Project and that there had been problems at the offshore bank, evidencing that he knew there were at least these two stock investments (TR 146). Initially testified he had no experience investing (TR 97), but later admitted he had waited to invest until the value of the stocks in his 401k portfolio increased (TR 171, 172, 188). When asked by the prosecution about the "interest payments", he corrected the prosecutor to say "dividends" (TR 107). Signed investor contract 10/14/99 (Exh. E-4).

GX-1 was entered during Stinger testimony at TR 92 with no objections from Defense Counsel

2. BEEMER at TR 336 - Doesn't know where he received GX-1 and identified only a cover marked "Trading Program".

Worked at Steelcase and learned of an investment program from fellow employee David Albrecht (TR 334). Was aware the Bahamas CD Program was in stocks (TR 349). First invested 8/29/98 (Per GX-80) and aware of bank failure (TR 50, 7/28/04). Beemer was flown in from Oklahoma.

3. WEAVER at TR 413 - Got GX-1 from Don Buffin.

Worked at Steelcase and first learned of an investment program from a fellow employee in June of 1999 (TR 412). Testified at the Marcusse detention hearing that he had entered into an investment represented to him as "foreign stocks" and "IPOs" (TR 21-22, 7/28/04), which would have been the Bahamas program (GX-33; GX-2). Invested 10/25/99 (Per GX-80). Testified that it was due to "a banking technicality why she couldn't pay those checks" during the May, 2001 seminar (TR 29, 7/28/04).

4. SHARPE at TR 462 - Never saw GX-1; Recognized GX-2

AUSA Gezon represents GX-1 as "Explanation and History of Trading Programs" (TR 462, 481). Sharpe did not recognize GX-1, but recognized GX-2 as the Bahamas CD program he invested in (TR 463). Sharpe personally invested another \$20,000 directly in the MLC Branson Project (TR-492-493). His wife, Barbara, testified that they had traveled to Branson to see Mike Carney at MLC personally, and that she knew Robert Plaster to be Carney's partner at MLC (TR 503).

5. SIEMAN at TR 891 - Recognized first few pages of GX-1, vaguely recognized GX-2 and GX-3 looked familiar

Friend of Diane Boss hired for general work around 1999 or 2000 (TR 880). Responsible for putting company sales literature together (TR 890). Siemen testifies GX-3, the Bahamas CD Program, was literature she prepared and that was distributed by the sales staff (TR 892). Siemen was hired by Diane Boss as her "cleaning lady" (TR 1007). The Boss's secretary, Bonnie Kurnat, hired in December, 1999,

(GX-34), did not testify to ever having seen GX-1 (TR 1037-1105).

6. NOORMAN at TR 1198 - Familiar with just the cover and 2 pages of GX-1 described as a "Trade Program".

Got materials and learned of investment from Wes Boss in 1999 (TR 1195) and invested in January, 2000 (TR 1197). Noorman was friends with the Bosses and received \$26,021 from an Access check to purchase a sportscar for Diane Boss (TR 1206; GX-72f). Noorman further testifies the returns represented to him as being that of the Bahamas stock program (TR 1198).

7. BROOKS at TR 1335 - GX-1 looked like what she received.

First learned of investment from Billy Flynn (TR 1334). Invested in 1998 and again in February, 1999 (TR 1338, GX-80), therefore, she would have received notice of the Bahamas stock program from an investor newsletter mailed to her in 10/99 (GX-33).

Brooks was shipped in from Wisconsin to testify.

8. JAGER at TR 1450 - Did not recognize GX-1. What he received was different from the example shown him.

Worked at Steelcase and first learned of an investment program from a fellow employee in the Fall of 1998 (TR 1449). Jager knew the investments were in stocks and conceded to risk as the result (GX-59a, p. 10, Tape One Side Two, which was withheld from the jury at trial). He knew of the contents of this audio tape, suggesting why he could not "recognize" GX-1 at trial.

9. DUFECK at TR 1511 - Recognized GX-1 but never an investor

Defendant Flynn's sister - First learned of investment program from Flynn sometime between 1998 and 2000 (TR 1508). Dufeck was never even an investor (Per GX-80; See also Sentencing Judgment, Restitution Payee List, R.588, pg. 6-10). Dufeck was shipped in from Wisconsin to testify.

10. KROGMAN at TR 1554 - Recognized GX-1 from a distance.

Learned of investment from Albrecht in August, 1999 (TR 1551). Testimony in exchange for misdemeanor tax charges. Krogman invested on 8/25/99 (Per GX-80; TR 1551). He would have also received the notice of the stock program in 10/99 (GX-33) .

11. GROSS at TR 2515 - Wasn't familiar with GX-1.

## CONCLUSION

### OUT OF AN ALLEGED 577 INVESTORS

And from the testimony and evidence submitted at trial, there were only 4 investors that could be found that could positively identify GX-1 (Weaver, Noorman, Brooks and Krogman). Tentative identification of GX-1 was made by another 2 investors (Stinger, Beemer). The Prosecution had to search nationwide and shipped in 3 out of state witnesses to even find these 6 individuals.

NO INVESTORS

Could be found from evidence on the record, to establish that GX-1 was the ONLY investment believed to be made on their behalf, nor can it be established that GX-1 was used at ANY time during even one of the 39 mail fraud counts, as the prosecution represented to the jury as their "theory" of the case.

Marcusse objected to GX-1 a year earlier for the same reasons (TR 19, 32, 7/28/04 hearing).

IN SPITE OF THE ABOVE FACTS

AUSA Gezon remarked in closing at TR 3537 that Buffin showed GX-1 to the Murphys however there doesn't appear to be any testimony supporting that statement. AUSA Schipper tries to assert that "most" of the investors testified that they had seen Government Exhibit 1, which Marcusse vehemently contests (TR 3196). AUSA Gezon, in his rebuttal closing arguments, at TR 3714, immediately following the withdrawal of his "ponzi scheme" charge, claims, "Now, let's talk about what we are here about today, and that is whether or not the defendants made reckless statements... which were material to the investors' decision to invest...Now, let's go back and look at the evidence, the believable evidence of that. First of all, Exhibit 1".

NOT ONLY DID THE ABOVE NOT MEET PROOF BEYOND A REASONABLE DOUBT,  
IT DID NOT MEET PREPONDERANCE OF THE EVIDENCE STANDARDS EITHER.

(Marcusse 2255 Br. 78-82.) First, this claim should be deemed procedurally defaulted for failure to raise it at trial.<sup>6</sup> Second, the argument lacks merit.

With respect to Exhibit 1, Marcusse argues that an “incompetent witness” introduced the exhibit (*id.* at 78), paving the way for the government to put forward a “deceitful theory” that the product it advertised was the only product offered to customers, that it was “irrelevant” to some witness testimony (*id.* at 79-80), and that page numbers were added to it (*id.* at 81). Exhibit 1 was properly admitted during the testimony of one of the victim-investors who said that he saw the exhibit when he first learned about the program, although he did not enroll until much later. (Stinger, TT1 91-92.) He testified that Exhibit 1 was a booklet that the Access defendants gave him explaining what the program was (TT1 at 96), he testified that he received much of the same information conveyed in the exhibit orally from Marcusse, including that the program was allegedly endorsed by the International Chamber of Commerce and the Federal Reserve (TT1 at 97) and that investment principal would be kept safe (99-100), and that he recalled signing a non-disclosure agreement similar to the one contained in Exhibit 1 (101-02). Many

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<sup>6</sup>Marcusse claims that she was unable to object to the exhibits because she was not permitted to cross-examine witnesses at the time the exhibits were admitted (Marcusse 2255 Br. 80), but she cites nothing in the record to support that claim and the record belies it (see *infra*, response to Ground 8). Further, her standby counsel was not ineffective for failing to challenge the exhibits (see *infra*, response to Ground 3(2)). Even if somehow Marcusse lacked the ability to ask certain witnesses about the exhibits, she did question many others about them, including Agent Flink, whom she cross-examined for more than one day. At no time did she move to strike them.

other witnesses testified about having seen the exhibit and its contents. (E.g., TT3 at 412-13 (Weaver), 890-91 (Siemen), TT6 at 1197 (Noorman), 1335 (Brooks), TT8 at 1511 (Dufeck), 1554 (Krogman).) At least two of these witnesses testified to having received the exhibit after 1998. See TT3 412-13 (Weaver, received it in June 1999); TT6 1197-98 (Noorman, received it in January 2000). Marcusse wholly fails to establish that Exhibit 1 was "irrelevant" or that it was "tampered with."<sup>7</sup>

Marcusse's complaints about the other exhibits, Exhibits 3, 31, and 33, are likewise without merit. Marcusse claims that Exhibit 3 was misleading because at one point it was attached to Exhibit 33; but it was admitted as both an attachment to Exhibit 33 and separately as Exhibit 3, and there was no error in doing so. She claims that Exhibit 31 is missing attachments, but there is no indication of that in the transcript and, in any event, she fails to show how this rendered the exhibit misleading or otherwise improper. Her complaints about Exhibit 33 are similar – that it supposedly is missing attachments, but the stickered copy in the Government's files has all three exhibits, which consist of 1) Exhibit 3 (one-page summary of Bahamas "CD" Trading Program), 2) one page with links to the supposed cancer treatment "Cantron," and 3) one page with contact information for

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<sup>7</sup>Marcusse also argues that her due process rights were violated because prosecutors added page numbers to the exhibit to facilitate examination of witnesses regarding the exhibit. The transcript reflects that the prosecution made clear that it had added the page numbers for this purpose (e.g., TT1 97, prosecutor: "I'd like to direct your attention to *what we've identified as Page 6* of this document") (emphasis added). It was not part of a nefarious plot to mislead the jury.



Sanctuary Ministries, and there is no indication in the transcript that the attachments were “removed.”

Moreover, Marcusse has not shown – and could not possibly show – that the admission of the challenged exhibits prejudiced her so as to excuse her procedural default or to establish the sort of “fundamental defect which inherently results in a complete miscarriage of justice” that warrants collateral relief. *Hill v. United States*, 368 U.S. 424, 428 (1962). Throughout the trial, Marcusse pressed her argument that Exhibit 1 was not used during most of the program. (E.g., TT10 2045, 2042-54, 2071 (cross-examination of Agent Flink); TT15 3020-21, 3039-40, 3196 (Marcusse); TT18 3595-96 (Kaczor closing argument).) And she herself used Exhibit 33 in an effort to prove her contention that the Bahamas “CD” Trading Program was the “flagship” investment vehicle, and that it was legitimate because it supposedly was “stock” based. (Marcusse, TT15 3040-46.) Indeed, the “critical” portion of Exhibit 33 that Marcusse complains was “removed” from the exhibit is on page 2 of the newsletter – not on one of the attachment pages. (See Marcusse 2255 Br. at 82: “GX-33, had the jury been allowed to see it, disclosed in regards to ‘all funds,’ ‘This program is not considered to be a standard bank debenture program,’ . . . ‘We are instead in what is termed a stock trading program,’” citing p.2.) Marcusse cross-examined witnesses about that very language. (TT4 at 804-05 (Zawistowski); TT8 at 1674-76 (Moore); TT10 at 2050-51 (Flink).) The jury did not accept Marcusse’s theory, but she had a full and fair opportunity to present it.

1 A Yes.

2 Q What did Mr. Buffin explain to you at that meeting about  
3 Access Financial?

4 A Well, the first meeting was very vague. He gave me a  
5 book, a Trading Program book.

6 Q Let's stop there a second. I'm going to show you what's  
7 already been marked and admitted as Government's Exhibit No.  
8 1. Does that look like the Trading Program you're talking  
9 about?

10 A Yes, this is it.

11 Q That's what Mr. Buffin gave you at that first meeting?

12 A Yes.

13 Q Okay. Go ahead with what he described to you about  
14 Access.

15 A Well, basically it was this program. He gave this to me  
16 to read, and he didn't have a lot of time on the first one,  
17 but it was a group of people. He made me sign a  
18 non-disclosure because he didn't want me to tell anybody about  
19 it, he said because the investments were so good they didn't  
20 want it to explode or people bothering 'em. They wanted to  
21 more or less pick and choose who they allowed in the group.  
22 And on that first meeting I just took this home with me and  
23 read it at that time.

24 Q Did you have a second meeting with Mr. Buffin?

25 A Yes, I did.

1 Q And where was that?

2 A That was at the same place, same restaurant across the  
3 street from Steelcase. It was a Burger King. And I had some  
4 more questions for him, but then I decided after reading this  
5 that it wasn't for me. I didn't -- I wasn't interested in it  
6 at that time.

7 Q Why not?

8 A I didn't understand it. It was different than what I  
9 call a normal investment. It talked about interest rates. It  
10 did talk about a guarantee on your principal, and it just --  
11 it just didn't seem right to me, so I decided I wasn't  
12 interested in that program.

13 Q Did you tell Mr. Buffin you were not interested in that  
14 program?

15 A Yes. Yes, I did.

16 Q Was there anything unequivocal or was it clear?

17 A Oh, it was clear. I was done with it. I just -- I went  
18 back to work and forgot about it.

19 Q Okay. But you eventually invested?

20 A Yep. Then about two days later I was in my office at  
21 Steelcase and I got a phone call. It was from Don, because I  
22 had explained to Don, he wanted to know why, and I just said,  
23 well, I was looking for more of a normal investment,  
24 purchasing some type of stock. And he called me and said he  
25 had talked to Jan and that she was experimenting with a

1 program that was foreign. The way I understood it, it was  
2 like a foreign mutual fund made up of foreign IPOs, and I  
3 said, well, that might be something I'd be interested in,  
4 because for me to do that at age forty-two, to leave Steelcase  
5 and invest my money, basically one thing was really  
6 important. If I purchased stock, I had the option to always  
7 sell that stock, or if I purchased a CD, I had the option to  
8 cash in my CD because if I was gonna leave my job, I had  
9 plenty of money in there, that even because I wasn't  
10 fifty-nine and a half, I could pay a penalty and still take  
11 the rest of my money and pay my mortgage off and my car. And  
12 so taking that risk of leaving my steady job, that was my wife  
13 and I, our security blanket was that principal.

14 And I explained that to Don, that I have to have  
15 access to that. If something goes wrong in whatever my  
16 ventures are, I always had that security of cashing that out,  
17 paying off my mortgage, and the worst thing is I go get  
18 another job.

19 Q Okay. So you weren't talking about just investing a few  
20 thousand dollars; you were talking about actually a life  
21 change, leaving Steelcase?

22 A Life change, leaving Steelcase, the possibility of  
23 starting my own business. Yeah, that money was everything we  
24 had, and if I leave a job like Steelcase, I'm not gonna put it  
25 in any risky investment because I'm vulnerable, and I'm not

1 experimenting with some foreign IPO program that she was  
2 having good success with.

3 Q And had you heard of that kind of program before?

4 A No, no.

5 Q What about it that seemed better than the Trading Program  
6 and did interest you?

7 A Because it was stock and that I would have the  
8 opportunity at any time to sell that stock.

9 Q It's my understanding that at that point Mr. Buffin was  
10 referring to someone by the name of Jan?

11 A Yes, Jan. He said Jan Marcusse.

12 Q Okay.

13 A Jan was -- what he described was she was his supervisor,  
14 I guess.

15 Q Okay. Did it appear from the way he was describing her  
16 or referring to her that she was the person where he was  
17 getting his information?

18 A Yes. He had told me that she had her Security and  
19 Exchange Commission license and she had experience and --

20 MR. KACZOR: Your Honor, I'm sorry, I don't mean to  
21 interrupt. Just answer the question. The question was did it  
22 appear she was an individual --

23 THE COURT: Sustained. Confine your answer, please,  
24 to his question. Next question.

25 MR. DEBOER: Thank you.

1 Q Are they grown?

2 A Yes, they are.

3 Q Did there come a time when you invested in Access  
4 Financial, you and Mrs. Noorman?

5 A Yes, we did.

6 Q Can you tell the ladies and gentlemen of the jury how you  
7 came to know about it and invest in it?

8 MR. VALENTINE: Excuse me, Your Honor. We're having  
9 some confusion as to this witness's last name, whether it's  
10 Boorman or Noorman.

11 MR. GEZON: Noorman with an "N".

12 MR. VALENTINE: Thank you very much.

13 BY MR. GEZON:

14 Q Mr. Noorman, can you tell us how you came to know about  
15 Access Financial and how you came to invest?

16 A Well, it was in 1999. We was at Paradise Cove Marina,  
17 and Wes Boss had his boat a slip or two away from our boat and  
18 we sat at the picnic table and we'd talk back and forth, and  
19 he said it was a real good investment and that he was making  
20 money on it. He said his investment was going very, very well  
21 and he advised us to invest into it, but --

22 Q Let me stop you there. You have a soft voice, so we're  
23 going to ask you to pull that microphone a little closer so we  
24 can all hear you. So you talked to Mr. Boss first?

25 A Yes, I did.

1 Q And he told you this was an investment that was working  
2 for him?

3 A Yes, he did.

4 Q And he said he was doing very well in it?

5 A Yes.

6 Q Can you tell us -- and did you express some interest in  
7 hearing more about it?

8 A Well, no, not really. But the more he talked about it  
9 after days or weeks or months went by, he gave us some  
10 information and we followed through on it. My wife and I  
11 talked about it and we decided then to invest into it.

12 Q And when, approximately, did you first invest?

13 A I believe it was in 2000.

14 Q Would you take a look at what we've had marked as Exhibit  
15 72-A? Do you see that, sir?

16 A Yes, I do.

17 Q And is this a list of the investments you eventually made  
18 in Access Financial and the purported monthly interest checks  
19 you received back, sir?

20 A To the best of our knowledge, yes, it is.

21 MR. GEZON: Move to admit Exhibit 72-A.

22 THE COURT: Any objection? Received.

23 MR. GEZON: Could we see the top two-thirds of that,  
24 Cindy? I'm sorry, a little more down, just leaving off the  
25 last line. No, I'm sorry, I'm confusing you. Can you go back

1 to -- can you show me this portion right there? Yes, thank  
2 you very much.

3 BY MR. GEZON:

4 Q So, Mr. Noorman, you first invested in about January of  
5 2000, \$15,000; is that correct?

6 A That's correct.

7 Q And where did this money come from?

8 A Our savings account.

9 Q Now, at this point in time you'd heard about the program  
10 from Mr. Boss; is that correct?

11 A That's correct.

12 Q Who else when you first invested did you know who were  
13 involved in this organization?

14 A The only one he talked about was Jan Marcusse and his  
15 friend Diane Boss at that time.

16 Q They were just friends at that time?

17 A Yes, they were.

18 Q Did they eventually marry, do you know?

19 A Yes, they did.

20 Q So let me ask you first what did Mr. Boss give you in  
21 connection with this investment, if anything, in terms of a  
22 brochure or literature?

23 A A booklet explaining the program.

24 Q And we've had marked as Exhibit 1 here a trade program.

25 Let me show you -- can we see Exhibit 1, Cindy, the cover and



1 the first two pages? Does this look familiar to you, Mr.  
2 Noorman?

3 A Yes, it does.

4 Q And did you receive this in a spiral bound notebook from  
5 Mr. Boss?

6 A Yes, we did.

7 Q Can you tell us what Mr. Boss represented to you as he  
8 gave you this presentation as to the profitability of this  
9 investment?

10 A Well, he said it would pay three percent and then there  
11 would be a rollover of your money at the end of each year and  
12 you could reinvest that or take that money out, whatever you  
13 choose to do.

14 Q So he said you're gonna get three percent a month on  
15 interest earned on the profits we're making; is that right?

16 A That's correct.

17 Q And he said there was a rollover of some kind. Was that  
18 just your principal or was there additional profits in that?

19 A There was additional profits that would be invested, I  
20 think it was 17 percent of your money that would be.

21 Q And did Mr. Boss represent how they are making this --  
22 how they were able to make this kind of profit and pay this  
23 kind of --

24 A It was an offshore investment.

25 Q Did Mr. Boss represent to you about what the safety of

defendants gave him explaining the program. (*Id.* at 96.) He also testified that he received much of the same information conveyed in the exhibit orally from Marcusse, including that the program was endorsed by the International Chamber of Commerce and the Federal Reserve (*id.* at 97) and that investment principal would be kept safe (*id.* at 99-100). He also recalled signing a non-disclosure agreement similar to the one contained in Exhibit 1. (*Id.* at 101-02.)

Many other witnesses testified about having seen the exhibit and its contents. (*E.g.*, Dkt. No. 472, at 412-13, 890-91; Dkt. No. 475, at 1197, 1335; Dkt. No. 477, at 1511, 1554.) At least two of these witnesses testified to having received the exhibit after 1998. (*See* Dkt. No. 472, at 412-13; Dkt. No. 475, at 1197-98.) Marcusse wholly fails to establish that Exhibit 1 was “irrelevant” or that it was “tampered with.” Moreover, the argument that page numbers were added to mislead the jury is without merit. The transcript reflects the fact that the page numbers were added to facilitate the examination of witnesses regarding the exhibit. (*See, e.g.*, Dkt. No. 470, at 97 (“I’d like to direct your attention to *what we’ve identified as Page 6* of this document) (emphasis added).)

Marcusse’s complaints about the other exhibits, Exhibits 3, 31, and 33, are likewise without merit. Marcusse claims that Exhibit 3 was misleading because at one point it was attached to Exhibit 33. But this document was admitted as both an attachment to Exhibit 33 and separately as Exhibit 3, and there was no error in doing so. She claims that Exhibit 31 is missing attachments, but there is no indication of that in the transcript and, in any event,

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DISTRICT OF MICH

UNITED STATES OF AMERICA  
IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION

BY 

UNITED STATES OF AMERICA

Plaintiff

CASE NUMBER: 1:04-CR-165

v.

HON. ROBERT HOLMES BELL

JANET MARCUSSE, ET AL,

Defendant

**RESPONSE TO COURT'S MEMORANDUM OPINION AND ORDER  
CONCERNING EX PARTE REQUEST FOR PAYMENT OF WITNESS FEES**

On May 20, 2005, Judge Bell entered an Order, denying without prejudice, Defendant's ex parte request for a subpoena of certain witnesses at the government's expense pursuant to Federal Rule of Criminal Procedure 17(b).

others, lack of unreasonable and unforeseeable disruption of cash flow, that contracts would be fulfilled, that government interference impeded and prevented fiduciary duties, that Defendant had limited knowledge of how funds were being spent on a day to day basis, a reliance on top government officials as it relates to due diligence was depended upon, pleadings made to issues relating to law and the IRS were not responded to, prosecutorial misconduct and official neglect of duty continues to impede and defeat any recovery of funds, that U.S. government approved banks would be a good place to secure funds, that key partners would not die early, that a life long friend could be trusted as a signatory, that going to local authorities would not turn "victims" to "accused", that churches formed under the exception at 508 (c) are a private matter and not to be regulated by government definitions as to what is or isn't a legitimate church as required by the First Amendment and only denied by officials who are also denying their requirements of an oath of office, and that no business can easily continue to operate and perform given embezzlements, bank failures caused by the Federal Reserve, deaths of key members, government intervention in recovery of funds and a billionaire using his political power to seize a financial advantage.

Below is a partial list of witnesses this Defendant, Janet Marcusse, requires for an adequate defense and the necessity to bring forth by subpoena the following and hereby requests the payment of witness fees as to:

Center, Access Global and Mass Ministries. His testimony can further verify that this Defendant was indeed made Corporate Secretary for MLC.

5. David Pointer – Attorney - Local Branson Knowledge  
P.O. Box 400, 28 Court Square  
Gainesville, Missouri 65655  
(417) 679-2203

The above is a well respected individual in the Branson area and knows enough about Robert W. Plaster's dealings to immediately consider a major lawsuit against such individual for damages in the recovery of funds alleged to be stolen. He can testify as to the "real" reason this Defendant kept a low profile and was in legitimate fear for her life after Mr. Plaster reneged on his deal. He is also critical to back up claims that this Defendant has made numerous times about the government cover up and conspiracy relating to this individual. This Defendant has been severely treated and even sent for a psychological exam for mentioning the impropriety surrounding Robert W. Plaster. This individual is necessary to support the claims and evidence, and to clear up any "delusional" appearances of a conspiracy as it relates to this case and the need for future recovery of funds. It is today and will remain the sincere hope that with enough evidence and testimony, the government will consider the possibility of joining forces in the best interests of justice and the investors. To this day, by the government's own admission, there is still nearly \$10 million dollars unaccounted for.

6. Dan Hammond – Former Associate  
3044 Shepherd of the Hills Expwy  
Suite 100 #419  
Branson, Missouri 65616  
(417) 598-0052

In just the first week of trial the name "Tom Wilkenson" has been brought up many times. Dan Hammond used to work for Tom, handled his books and transferred funds to the

group's project in Branson. See Exhibit #5. Tom has been involved with Access Financial for many years as an outside sales agent and the above individual can attest to many investments and activities that would either prove or disprove the Defendant's claim of legitimate and safe investments that were made. Dan has a tremendous amount of information about Crawford Ltd because he is a former oil man from Texas and he was instrumental in getting that deal to the table. Dan lived in Michael Carney's house, which was owned by Robert Plaster as testified by Tim Bannister. He can also be called as a character witness to help dispel the allegations implied at trial that this Defendant has a record of being somehow untruthful, unreliable and a "control freak" as testified. Mr. Hammond has known and worked with this Defendant for several years and has first hand knowledge of Mr. Plaster, the dealings of Access Financial and the methods of operations. He is vital in the presentation and acceptance of critical documents as it relates to the money trail, types of investments made and was involved with many key individuals as it relates to this matter.

7. James Kramer-Wilt - Former Attorney-Adviser  
U.S. Department of Treasury, BPD  
200 3rd Street  
Parkersburg, WV 26101  
Phone: (304)480-8692  
Fax: (304)480-8601

The above individual was an attorney with the Bureau of Public Debt at the Department of the Treasury. He is a leading authority on high yield/prime bank note schemes. His job requires him to be the point man for the Bureau of Public Debt's program to expose high yield fraud. See Exhibit #3. His advice was sought out and used while he was employed with the department as to what trading programs were legitimate as opposed to being a scheme and fraudulent in nature. Since then he was indicted pursuant to 18 U.S.C. § 216(a)(2) and was detained for 6 months on bribery related charges. Aside from the charges, he is still considered an expert and can attest to the due diligence sought by this Defendant to avoid illegal schemes. His testimony is vital to help prove the notion that this Defendant

had any intentions to defraud investors by participating in a fraudulent scheme. His advice was sought to specifically avoid such matters.

8. Gerard M. Forrester – Former FBI Official  
2600 Island Blvd.  
Adventura, Florida  
(305) 682 – 0117

The above individual was a government official used as a reliance to "safe" offshore banks. He considered Suisse Security Bank and Trust to be a reliable and safe bank and endorsed this bank in at least two letters. See Exhibit #4. Based on the above and other due diligence, this Defendant trusted that this particular bank would be safe for her clients. This bank subsequently failed by what appears to be a cross between U.S. pressure and political fall out in the Bahamian government concerning the renewal of the bank license. In the first week of trial, this was confirmed when the government's Federal Reserve expert admitted that the U.S. government had indeed crashed Class B banks in the Bahamas. The above individual can help support or dispel any evidence brought forth concerning this matter.

9. Brian Maisel – Former Associate of Crawford LTD.  
3405 East River Dr.  
Green Bay, WI 54301  
920-983-6734  
Work – (920) 983-8558  
Cell- (920) 680-0312

The above individual can confirm approximately \$4.1 million in investments currently ascribed as "spending". He is necessary for important information concerning investments with Robert Rydberg, deceased as of January, 2005. A speedy trial would have enabled Mr. Rydberg's testimony however Mr. Maisel is needed now for further support. See Item #8 of page 3 and Item #12 of page 4 of Exhibit #5.

- **Contact Jim Kramer-Wilt and Bill Kerr:** Jim Kramer-Wilt is an attorney in the Treasury Department's Bureau of Public Debt and has taken a very active role in attempting to expose and combat prime bank fraud. He has compiled an extensive database on known and suspected prime bank scammers and will readily share with you the database, as well as other useful materials. In all likelihood he will have, or can get, some background information about your subject. He may be reached at (304) 480-8690. Bill Kerr, with the Enforcement and Compliance Division, Office of the Comptroller of Currency, may also provide some valuable information about your subject, particularly if a bank has filed a Suspicious Activity Report (SAR) with the OCC, or has otherwise made an informal inquiry to the OCC or Federal Reserve about a particular financial transaction or investment. His number is (202) 874-4450.
- **Locate subject's bank accounts and/or assets:** These cases typically involve millions of dollars of victims' funds, and are often directed at wealthy individuals or institutions, with minimum investment levels (e.g., \$25,000) and representations that "trades" can not be entered until \$100 million has been pooled. Although offshore accounts are frequently used in these schemes, surprisingly enough, you will often find that the subject still has large sums on deposit in accounts at United States banks under his control. This may be because he has not yet transferred the funds offshore, or perhaps because, as part of his scheme, the funds are being maintained in an alleged trust account so he can assume the persona of a well financed investment manager with the bank employees. At any rate, to locate the accounts is important, in order to determine the scope and nature of the fraud, as well as prepare for ultimate seizure of the funds. A subject's account can usually be identified by asking a victim for the wiring instructions that he received from the subject. Accounts can also be located through other means, including mail drops, trash runs, the clearing process of a victim's check, and grand jury subpoenas. Of course, the likelihood that the subject has used more than one account is high. In determining whether to seize the account, informally contact the financial institution's security officer to get a rough idea of how much is in the account.
- **Consider initiating a proactive approach:** The most difficult element to prove in a prime bank case, as with most investment frauds, is fraudulent intent. The most common defense is, "I didn't know those trading programs didn't exist. I believed Mr. X when he told me they did." Therefore, it is important at the start of an investigation to plan how to overcome this defense. The FBI has developed a number of different proactive approaches that have proven successful in establishing the requisite intent that will substantially assist you in prosecuting your case. Indeed, in most instances, the defendant will enter a plea after being confronted with such evidence. For one successful prosecution resulting from a sting operation, see *United States v. Klisser*, 190 F.3d 34 (2d Cir. 1999).
- **Execute search and seizure warrants:** As soon as you have been able to determine the nature and scope of the fraud, you should consider applying for search and seizure warrants.
- **Victim questionnaires:** Many of these cases involve hundreds, if not thousands, of potential victims. Questionnaires sent out to victims have proven to be an excellent way to quickly collect evidence, including witness statements and documents, which you can then review for possible in-depth interviews later. Obviously, this should be done only once the existence of the investigation becomes public. Questionnaires are also a good way to gauge the degree of cooperation you can expect to receive from victims,



sentenced to 121 months' incarceration. All were ordered, jointly and severally, to pay \$12,975,341 in restitution. All of the sentences reflected guideline enhancements for a fraud loss of over \$20 million, more than minimal planning, mass marketing, violation of a judicial order, use of sophisticated means, and obstruction. Geoffrey Benson's sentence also reflected enhancements for his leadership role, an offense affecting a financial institution, and abuse of a position of trust.

Defeating this defense and proving intent can be accomplished in a number of ways. First, one of the proactive approaches discussed above can be used. After a target is put on notice by the government that prime bank trading programs do not exist and that claims to the contrary would be false, subsequent involvement by the target would not survive the "I too was duped defense." Second, circumstantial evidence can be used to establish intent. In most cases, an analysis by the FA will be able to show that a majority of investors' money did not go directly to the so-called "bigger fish," but instead went to accounts controlled by the target(s). Moreover, the amount of money sent to these other traders/brokers, the so-called "bigger fish," rarely coincides with the amounts invested. The lulling payments sent to other investors as interest also demonstrate intent since the fraudster misrepresents the true source of funds, i.e., fellow investors. Intent can also be circumstantially proven through evidence of the defendant's conscious avoidance of various indicia of fraud or red flags associated with prime bank schemes. Third, experts can help show that the representations made to investor/victims were false on their face and that the lingo used to induce investors was made from whole cloth. *United States v. Robinson*, No. 98 CR 167 OLC, 2000 WL 65239 (S.D. N.Y. Jan. 26, 2000), contains a discussion of the use of an expert in a prime bank case.

Among government officials who have testified as experts in such cases are James Kramer-Wilt (Department of Treasury, Bureau of Public Debt (304) 480-8690); Bill Kerr (Office of the Comptroller of Currency (202) 874-4450); Herb Biern and Richard Small (Federal Reserve Board (202) 452-5235). There are also a number

of private persons who provide expert testimony in these cases, e.g., John Shockey (retired OCC official (703) 532-0943); Professor James Byrne (George Mason University Law School (301) 977-4035); and Arthur Lloyd (retired Citibank senior counsel (802) 253-4788). In addition, Jennifer Lester of the International Monetary Fund (202) 623-7130 and Andrew Kircher of the World Bank (202) 473-6313 may be able to provide assistance.

#### VII. Dealing with uncooperative victims

Unlike victims of some other crimes, victims of prime bank schemes often do not know or want to believe that they have been scammed. Often fraudsters have told them up front not to believe the government. Some prime bank victim/investors may, at least initially, refuse to cooperate with agents or prosecutors.

Many victim/investors are "true believers," who have received "interest payments" in a timely fashion and are often talked into "rolling over" or "reinvesting" their principal. While much of the principal has been secreted away by the fraudster, true believers remain convinced (or want to remain convinced) that the "high yield prime bank market" does exist and that their proverbial ship has come in. This belief, coupled with the non-disclosure, secret nature of the investment, prevents them from cooperating with the investigation, their reasoning being: "why risk breaching the non-disclosure provision of the contract by talking to the government when I'm getting paid?"

Most investors have been told that the government will deny the existence of the "programs," and that speaking to an FBI agent or other government agent will jeopardize the success of the secret programs, as well as bar them from any future opportunity to invest in these trading programs.

However, some investors may recognize the Ponzi scheme but want it to continue for just a few more payment periods so they can get their money back. These investors have little interest in seeing a speedy investigation and would rather be left alone so that they can get their money out before the roof caves in.

Dealing with each of these types of investors

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JANET MARCUSSE, et al.,

Defendant.

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No. 1:04-CR-165

Hon. Robert Holmes Bell  
Chief Judge

GOVERNMENT'S RESPONSE TO DEFENDANT'S REQUEST FOR SUBPOENAS

Now comes the United States of America, by and through its attorneys, Margaret M. Chiara, United States Attorney for the Western District of Michigan and Thomas J. Gezon, Assistant United States Attorney, and in response to the Defendant's request for subpoenas, states the following:

1. Robert Plaster. The government has subpoenaed Mr. Plaster and he will be available after the holiday break, should the defendant wish to call him.
2. Winfield Moon. The government has no objection. Mr. Moon is a promoter of high yield investment funds who operated out of Nevada.
3. Beth DeMeester. The government has no objection.
4. Dan Evans. The government has no objection.
5. David Pointer. The government has no objection.
6. Dan Hammond. The government has no objection.
7. James Kramer. The government has no objection.

8. Gerard Forrester. The existence of this person is of doubtful validity. The alleged FBI memo in the attached exhibits is unauthenticated and may have been used to fraudulently promote the investment scheme.
9. Brian Maisel. The government has no objection.
10. Dr. Reede Hubert. The government has no objection.
11. Ed Terlesky. The government has no objection.
12. Darwin Kal. The government has no objection.
13. Christopher Lunn or Raymond Walker. The government has no objection.
14. Robert Everett. The government has no objection.
15. Chris Milson. The government has no objection. The government notes Mr. Milson is a friend of the Defendant's who has attended every day of the trial.
16. Virgil Boss. The government has no objection.
17. Tom Wilkinson. The government has no objection. The government notes that the witness is represented by an attorney whose name can be supplied upon request. Mr. Wilkinson is the subject of an investigation by federal authorities in Wisconsin.
18. Matt Ryberg. The government has no objection.
19. Richard Williams. The government has no objection.
20. Randy Scott. The government has no objection.
21. Dan and Phyllis Calkins. The government has no objection.
22. Richard Gerry. The government has no objection. The government notes that Mr. Gerry is a convicted investment fraud operator out of Texas.

23. Kim Newell. The government has no objection.
24. Cheryl Gardner. The government objects to this request as the alleged reason to call the witness is irrelevant to the issues of this trial.
25. Christi Heuck. The government has no objection.
26. Scott Addison. The government objects to this request as the alleged testimony is irrelevant and the court will be instructing the jury on the appropriate law.

The government does not concede that any of the witnesses will support her claims of how she spent investor funds. The attached exhibits are a collection of unauthenticated letters and excerpts of documents which would not be admissible without proper foundation. The alleged letters of the FBI, banks, and Bahamian officials appear to be bogus on their face and are typical *prime bank fraud* lulling documents and are clearly inadmissible hearsay.

The Defendant has demonstrated through her improper questions on cross-examination that she is attempting to introduce her own statements through other witnesses. The government objected to this inadmissible hearsay in its Motion in Limine, and continues to object at trial. (See Government's Motion In Limine Memorandum). The testimony of many of her witnesses, if called for the improper purpose suggested by the Defendant in her opening statement, and on cross-exam, would not be permitted to bolster her self-serving argument that she relied in good faith on representations made to her. The government reserves the right to challenge and object to the admissibility and relevance of the testimony of any witness she may call.

The apparent relevance of these witnesses is unclear from the submission of the Defendant. The government requests that her attorney, who is well acquainted with the Federal Rules of Evidence and its requirements, provide to the court, in camera, a proper basis, if any, of

the purported relevance of the requested testimony.

Wherefore, the government opposes the request to subpoena witnesses 24 and 26.

Respectfully submitted,

MARGARET M. CHIARA  
United States Attorney

Date: May 26, 2005

/s/ Thomas J. Gezon  
THOMAS J. GEZON  
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